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AN EXPLORATORY STUDY OF THE EFFECTS OF FACULTY COLLECTIVE BARGAINING ON STUDENT PARTICIPATION IN GOVERNANCE

The Ohio State University

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AN EXPLORATORY STUDY
OF THE EFFECTS OF FACULTY COLLECTIVE BARGAINING
ON STUDENT PARTICIPATION IN GOVERNANCE

DISSERTATION

Presented in Partial Fulfillment of the Requirements for
the Degree Doctor of Philosophy in the Graduate
School of The Ohio State University

By

Michael P. Reger, B.A., M.S.

* * * * *

The Ohio State University
1983

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Dr. George Ecker
Department of Educational Administration
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This dissertation is the product of patience. Dr. George Ecker, my advisor, challenged me throughout my doctoral program and never lost faith that I would eventually bring this project to completion. Dr. Marcus Sandver, who sparked my interest in collective bargaining, bore with me while I sought to combine the knowledge he gave me and my interest in Student Affairs in a meaningful study. Dr. Roy Larmee willingly listened for long hours as I explored numerous ideas and eventually settled on a workable topic. To all of these men I owe a great deal of thanks.

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Numerous forces have had an impact upon American higher education in the past decade and are continuing to shape the state of higher learning for the future. National and international political issues, student protests, financial uncertainty, declining student enrollments, and increasing demands from the public for greater accountability have become common areas of concern for members of the academic community. One of the most significant forces on many college and university campuses in the past ten years has been the growth of faculty collective bargaining. The first four year institution to engage in collective negotiations with members of its faculty was the United States Merchant Marine Academy in 1966 (Pfnister, 1977, p. 311). Since that time, and primarily during the early 1970's, over 157,000 faculty members have joined unions (Watkins, May 5, 1982, p. 6). Garbarino noted in 1973 that academic unionization was already firmly established and predicted that it would continue to expand, although at a much slower rate (p. 18). His ongoing research on this topic confirmed the earlier prediction of continued expansion. The rate of growth slowed in 1978 when compared to 1977, but still over
23,000 additional faculty members in two and four year institutions joined union ranks (The Chronicle of Higher Education, March 19, 1979, p. 2).

The importance of this rapid growth in educational unionization is demonstrated most clearly when viewed in comparison with the advent of bargaining in the industrial sector. The Educational Commission of the States stated in 1974 that it took 39 years after the Wagner Act authorized collective bargaining in industry before one-third of the labor force was unionized (p. 4). Almost the same percentage of labor in public education, from elementary schools through major universities, undertook unionization in the 10 year period covering the late 1960's and early 1970's. The growth rate of educational bargaining has been very rapid and the potential exists for continued expansion. Unionization at colleges and universities has not yet approached the extent to which it has been embraced at the elementary, secondary, or junior college levels, but attitudes toward bargaining among faculty have grown dramatically more favorable. The skepticism of unions in higher education felt by many faculty members in the early 1970's has changed to a high degree of acceptance. Ladd and Lipset surveyed faculty in 1977 and found that "nearly three-fourths of all professors, and a majority at every type of institution, said ...that they would vote for a collective bargaining agent if an election were then held at their institution" (1978, p. 8). Positive attitudes have not ensured election victories, but they have made the climate more favorable for the continued growth of unionization.
The growth of collective bargaining in colleges and universities, and the contracts which have resulted from union negotiations, have injected a number of new elements into the campus environment. The relationship between faculty, both individually and collectively, and an institution has changed dramatically with the introduction of representation elections, bargaining agents, negotiating teams, and contract administrators. Informally designed and administered personnel procedures have been replaced by legally enforceable, contractually specified policies. The selection of administrators and faculty members, reappointment, promotion, and tenure criteria for faculty, and layoff-recall procedures have all been negotiated in numerous higher education labor agreements. Economic packages, including salary schedules, merit programs, and a variety of benefit plans have become important concerns during bargaining as both union representatives and institutional spokesmen grapple with the problems of escalating inflation and declining resources. On an even broader level, the entire process of institutional governance and decision making has been assessed, debated, and in some cases, incorporated into contracts as a result of faculty unionization. All of these changes have been important in the continuing evolution of higher education in the United States during the 1970's, and point to potential future directions in the 1980's. They have also stimulated a renewed interest in the organization and administration of colleges and universities and generated considerable research effort by numerous authors.
Background of the Problem

The impact, both potential and realized, of faculty collective bargaining upon the higher education environment has been the topic of a large number of books, articles and speeches in the past decade. Much of this material, as Lee noted in 1977, "tended to either explain the bargaining process, to speculate on the causes for collective bargaining, or to warn against the dangers for collegiality posed by unionization" (p. 53). Major research studies have been conducted to assess the impact of collective bargaining in a number of areas, however. In depth investigations into the attitudes and perceptions of faculty and administrators concerning unionization have been completed. The impact of bargaining on personnel policies, economic outcomes, faculty involvement in governance and institutional decision making, administrative roles and responsibilities, and the increasing influence of external agencies such as state legislatures and executive departments have been the focus of extensive research efforts. (The results of relevant studies are discussed in Chapter II, Review of Related Literature.)

One area which has received very limited attention has been the impact of faculty bargaining upon students. Riley noted that "research on the impact of academic collective bargaining on student participation in governance is almost nonexistent - having taken a back seat to the study of faculty roles and attitudes toward unionization" (1977, p. 247). In a strictly legal sense, students have no right to be involved in negotiations between a faculty organization
and a college or university under the jurisdiction of the National Labor Relations Board or most state boards (Walters, 1974, p. 93). There are several exceptions to this broad prohibition since Florida, Maine, Montana and Oregon in the enactment of their public employee bargaining laws have defined a specific role for students during faculty negotiations. These roles, which range from prior consultation with both bargaining teams to presence and the right to comment during actual negotiations, are unique, and do not represent the typical status of the vast majority of students on college campuses. As a result, it is not surprising that interest in the role of students in bargaining or the effects of negotiations on students have not been topics which have received a major research emphasis. More immediate concerns related to faculty and administrative implications required attention during the early growth of faculty unionization and continue to do so.

Although the impact of faculty unions upon students has not been a subject of in depth investigation, the recognition that students represent a sizable constituent group within the campus community has grown. Beginning in the late 1960's, faculty, administrators, the students themselves, and others began to consider the possibility of a student role in institutional decision making. With the impetus of large scale student protests, consideration of student representation on boards of trustees, in college and university senates, and on departmental committees became a common phenomenon on many campuses. The desire for such involvement on the part of students continues
today even if it is expressed less vocally than it was in the recent past. Mass student demonstrations have become relatively infrequent, but student activism has continued, often on more constructive, and potentially more effective levels. Kellams noted, for example, that student lobbying on a state wide basis is increasing and that by 1975 at least 28 states had full time student lobbyists registered at state capitals (1975, p. 20).

The growth of student involvement in campus governance and other activities has for the most part coincided with the growth of faculty unionization. The realization that the two processes may not be mutually complimentary has occurred at many points. The formalization of relationships between faculty and administrators in a legally enforceable contract which excludes students holds the potential to negate many of the gains students have made in terms of governance and decision making. Kemerer and Baldridge commented that "under collective bargaining, students now appear to be the most likely losers" (1975, p. 201). That prediction has been echoed by many other authors and student groups (Baldridge, Curtis, Ecker & Riley, 1978; Boyd, 1972; Ladd & Lipset, 1973; Shark & Brouder, 1976), but study of this specific topic has been exceptionally limited. Most research to date has focused on administrative or faculty concerns with only a small, tangential interest in potential impacts of bargaining on students. One study, conducted by Borus (1975), was directed solely at the evaluation of the impact of collective bargaining on student participation in governance. His work, which focused upon early effects before any
longitudinal results were apparent, was the single significant piece of research done in this area. The intent of this study was to take an exploratory step in investigating the effects of faculty unionization upon students over the longest time frame possible.

**Problem Statement**

The fundamental question addressed by this study was: What effect, if any, has faculty collective bargaining in four year colleges and universities had upon student participation in institutional governance and decision making? In order to determine if bargaining had any significant impact, it was necessary to restrict the scope of the investigation to those institutions which had been involved in negotiations for the greatest length of time. For that reason, only those colleges and universities which had elected a faculty bargaining agent prior to May, 1971 were initially considered. To further limit the research and increase the potential for drawing comparisons between the institutions under investigation, a particular group of public colleges and universities was included. These colleges and universities generally constitute the middle range of institutions in higher education. In the typology utilized by Baldridge, Curtis, Ecker and Riley they would be categorized as public comprehensives or public colleges, emphasizing teaching on the undergraduate level with some masters degree or professional certificate programs and little stress placed on research (1978, p. 60).
Within this broad problem area, a number of specific research questions were considered by the investigator:

1. Have negotiated provisions concerning institutional governance and decision making, and particularly relating to student participation in that process, changed over a succession of contracts?

2. Have references to students in negotiated agreements changed over successive contracts?

3. Has student participation in governance been considered as an item suitable for negotiation in bargaining agreements?

4. Has student participation in governance been affected by negotiated changes in formal governance and decision making structures, such as senates and committee frameworks, over a succession of contracts?

5. Does the type of relationship between the union and administration during bargaining affect student participation in governance?

6. Does the type of relationship between the union and administration during the life of the contract affect student participation in governance?

7. Has the relationship between the parties to bargaining changed since the inauguration of a faculty union?

8. What attitudes and perceptions do members of the faculty and administration hold toward student participation in governance?

9. Are there areas of governance which faculty and administrators feel are inappropriate for student involvement?

10. What attitudes and perceptions do student leaders hold toward student participation in governance?

11. Are there areas of governance which student leaders feel are inappropriate for student involvement?

12. Do faculty and administrators perceive any impact upon levels or types of student participation in governance as a result of bargaining?
13. Do student leaders perceive any impact upon levels or types of student participation as a result of bargaining?

14. Have students pressed for greater involvement in institutional decision making?

15. Have students pressed for any formal role in collective negotiations between the faculty and administration?

16. Do faculty and administration members perceive any appropriate role for students in academic collective bargaining?

These questions, in conjunction with the theoretical framework utilized by the investigator, provided the focus for the design of the study described in Chapter III, Methodology.

Definitions

For the purposes of this study, the following definitions of significant terms were utilized.

Administration: The full-time staff of a college or university whose primary responsibility is the day to day operation of the institution and its related subunits.

Agent: The organization chosen by a group of employees in a representation election to exclusively represent their interests during the negotiation and life of a collective bargaining contract. In higher education the agent is typically affiliated with one of three unions: the National Education Association (NEA), the American Federation of Teachers (AFT), or the American Association of University Professors (AAUP).

Bargaining Team: The representatives of the faculty union and administration who conduct the actual face to face negotiations concerning contract provisions.

Bargaining Unit: The group of employees who have selected an agent to represent them and who will be
covered by the terms and conditions of the contract which is ultimately negotiated with the institution.

Chief Negotiator: The primary spokesman for the faculty or administration bargaining team during the actual contract negotiations.

Collective Bargaining: "A method of bilateral decision making in which representatives of the employees and employer determine the conditions of employment of all workers in a bargaining unit through direct negotiations. The bargaining normally results in a written contract which is mutually binding and sets forth wages, grievance procedures and other conditions of employment to be observed for a stipulated period" (Julius & Dressner, 1975, p. 81).

College: A four year institution of higher education which offers programs of study leading to at least the baccalaureate degree.

Contract: The legally binding written document developed through negotiations between the employees and employer which details the terms and conditions of employment for members of the bargaining unit.

Faculty: The full time professional staff of a college or university whose primary responsibilities are teaching, research and service. This group includes professors, associate professors, assistant professors, instructors, graduate and research assistants, and may include other support staff such as librarians and counselors.

Governance: "The formal structure and related activities which are used to make decisions affecting organizational relationships, procedures and policies" (Fisk & Duryea, 1973, p. 200).

Negotiations: Same as collective bargaining.

Public Institution: A college or university supported primarily by funds appropriated by a state legislature.

Student: An individual matriculated in an institution of higher education for the purpose of pursuing a program of study.
Student Leader: An individual elected by the student body of a college or university to a position from which he/she can represent student interests to other constituent groups in the campus community.

Student Participation: The involvement of students in institutional governance and decision making through formal campus organizations such as senates and committee structures or informal consultations with faculty and administration leaders.

University: Same as college.

Significance of the Study

Study of the impact of faculty collective bargaining upon student participation in governance is important to scholars and practitioners of higher education administration for a variety of reasons. First, as indicated above, there has been only superficial investigation of this topic over an extended period of time. Early studies during the formative years of faculty unionization seldom focused upon students. As a result, there is no substantial data base available upon which to develop generalizable conclusions or even supportable insights to assist in understanding the phenomenon. This study does not purport to supply a definitive assessment of the impact of collective bargaining upon students and their role in institutional decision making. As an exploratory effort, however, it can begin the process of filling a gap, albeit a small one, in the literature on faculty bargaining.

Second, from the perspective of a practitioner in higher education administration, it seems important that a comprehensive understanding of faculty collective bargaining be internalized, including
the impacts upon faculty, administration and students. Since the faculty unionization movement is firmly established in higher education, the ability to understand and work effectively in a bargaining environment is essential. That ability is certainly limited if no information is available concerning the effects of negotiations upon a large, and in the past vocal, segment of the campus community.

Finally, a number of examples are available which indicate that student reactions to bargaining and union-administration strife might alter both the structure and process of bargaining in the future. Kellams described several situations where students have intervened in faculty strikes or trustee threats of closing an institution by seeking court injunctions against such actions (1975). Shark also reviewed this type of response and recounted the success of student legal action in the Chicago City College strike of 1971 (July, 1975). Student leaders not only sued both sides after the strike had lasted five weeks, but also obtained a court order mandating public negotiations in the courtroom. As a direct result, faculty voted to return to the classroom while negotiations were resumed. Interventions of this nature suggest that increased awareness of the impact of bargaining on students might be essential for both faculty and administrators in the future. Further research, beyond any initial results generated by this study, will be necessary. The study can at least begin to address the need for greater information about this aspect of bargaining.
Chapter Organization

Chapter I includes the introduction, background of the problem, problem statement, definition of terms and significance of the study. Chapter II covers a review of relevant literature and explains the theoretical foundation of the research. Chapter III describes the design of the study, population and sample, methodology of data analysis, and limitations of the study. Chapters IV, V, VI and VII examine the case studies of the institutions which were investigated. Chapter VIII includes a comparison of the individual case studies and offers final conclusions and recommendations.
CHAPTER II
REVIEW OF RELATED LITERATURE

Introduction

In the relatively brief period since faculty unionization was introduced on college campuses, an extensive body of literature has developed on various aspects of the topic. As noted earlier, much of this material has been speculative or broadly descriptive of individual situations. Accounts of their participation in bargaining by faculty or administrators, or suggested strategies for coping with recognition elections, negotiations and contract administration are common in the early literature (Lee, pp. 53-55).

In addition to the purely descriptive records, significant research efforts have been made to investigate and explain assorted implications of higher education collective bargaining. Given the complex interrelationships between the different groups in any college community, an understanding of a broad range of topics is necessary prior to focusing upon any specific area. For that reason, literature on seven different subjects germane to this study were considered. The topics reviewed in this chapter include: 1) faculty motivation to engage in collective negotiations; 2) faculty governance and collective bargaining; 3) administrative implications of unionization; 4) economic results of bargaining; 5) faculty negotiations and student participation in institutional governance; 6) student involvement in
the collective bargaining process itself; and, 7) analysis of negotiated agreements between faculty and higher education institutions.

These topics, in conjunction with the theoretical framework also described in this chapter, provided the background for the methodology and the actual data gathered during this study.

Faculty Motivation to Engage in Collective Bargaining

In the initial stages of the development of faculty unions, a number of forces were in operation which simultaneously both supported the movement and impeded its growth. One of the central issues in early organizational campaigns was the basic attitude of faculty members in regard to the propriety of unionization among professional employees in academe. Potential issues abounded upon which to develop a justification for faculty organization, but the greatest stumbling block in many cases centered around the individual faculty member's perception of him/herself as a professional engaged in scholarly activity. That self concept seldom coincided with the image of a traditional union member. Fisk and Duryea predicted that unionization would lead to regimentation and the possibility that faculty would become more like school teachers or business employees than college professors (p. 199). Adler reviewed early bargaining literature and noted that arguments against unionization frequently focused on "the impropriety of strikes, the inevitable loss of collegiality and the weakening of professional effectiveness" (1977, p. 5).

Empirical studies of this phenomenon confirmed the extent of concern among faculty. Flango found in a survey of Pennsylvania
Faculty that attitudes about teachers' organizations and strikes had a significant impact on interest in collective bargaining and "were decisive in determining which bargaining agent would be elected" (1975, p. 166). Muczyk, Hise and Gannon in a later study of the same population found that faculty members concerned about the danger of adversarial relations and loss of professionalism preferred a representative like the American Association of University Professors while more dissatisfied faculty preferred the traditional union model represented by the American Federation of Teachers (1975, pp. 186-7). Fears about union-management relations therefore affected not only faculty willingness to engage in unionization but also their approach to bargaining through the choice of a representative.

Complicating the attitudinal issue further was a divergence of union support within faculties. Ladd and Lipset found that secure, tenured faculty members who had already attained a high level of status within their profession were typically not as supportive of unionization as instructors and assistant professors faced with the pressure of tenure review (1978, p. 8). Feuille and Blandin (1974), Bigoness (1978), and Allen and Keaveny (1981) discovered a similar relationship between faculty rank or tenure status and favorable attitudes about unionization. Feuille and Blandin's research at the University of Oregon demonstrated that a majority of the faculty was in favor of collective bargaining but "junior faculty were significantly more in favor" (p. 688). Faculty in the social sciences and humanities were also more likely to back bargaining than their peers.
in the hard sciences, while faculty in general at major colleges and universities were less likely to vote in a union as a result of their greater economic and power position in higher education (Ladd & Lipset, 1973, p. 40; Hardigan, 1975).

This diversity of faculty response to collective bargaining was a major concern during the early years of the movement, but recent research indicated that this issue may have subsided in importance.

By 1978, Ladd and Lipset had concluded that

The future of unionism in academe is likely to depend much more on the strategic thrusts of the unions, on their leadership, on state enabling legislation and on the financial future of higher education than upon professor's attitudes toward bargaining. The transformation of those attitudes - from a negative view of unionism to a rather positive one - has been completed. (p. 8)

This transformation has allowed other, more substantive issues to gain in importance.

A major impetus to bargaining has been the presence of enabling legislation. Garbarino (1973), Duryea and Fisk (1975), and Mortimer and Johnson (1976) all depict the passage of enabling legislation, which authorizes public employees to engage in bargaining, as a crucial ingredient in the growth of unionization in the public sector. Executive Orders, such as EO 10988, have contributed to this expansion, and the assumption of National Labor Relations Board jurisdiction over private institutions provided another important support (Duryea & Needy, 1977, p. 9). The 1980 United States Supreme Court decision in the Yeshiva University case has raised significant
questions about the future of bargaining in the private higher education sector, but bargaining at public institutions has continued to grow. Mortimer (1974) and Kemerer and Baldridge (1975) noted that states with enabling legislation were heavily unionized and Bronsard (1975) predicted that union growth will continue as more states pass supportive legislation (p. 21). Legislation produces this effect through direct support of organizational processes and indirectly through pressure resulting when other public employees begin to bargain (Garbarino, 1975, p. 79). A permissive legal climate, then, appears to be a major incentive for the expansion of faculty unionization.

A second major motivational factor supporting unionization is also the most obvious one - economic considerations. Garbarino's description of "the cycle of boom and quasi-bust that higher education has passed through in terms of enrollment and finances" adequately conveys the fiscal difficulties colleges and universities have encountered (1973, p. 3). The dilemmas of declining enrollments and increasing demands for financial resources from other areas, such as social welfare programs, presented the public institutions particularly with an uncertain fiscal situation. Colleges which emphasized teacher preparation suffered a significant loss of revenue as the teacher surplus of the 1970's contributed to lower enrollments. High inflation rates have further complicated budgetary problems for all segments of higher education. Faculty have responded to this
situation by seeking improved guarantees of financial and job security through the mechanism of collective negotiations. Flango found that Pennsylvania faculty placed a major priority on salary during negotiations (p. 164). Bigoness discovered that dissatisfaction with "salary was the strongest single predictor of subjects' attitudes toward bargaining" (p. 230). Feuille and Blandin studied a variety of factors affecting faculty satisfaction and concluded that "the faculty was most dissatisfied with the state's financial support of the institution" (p. 682). In more general terms, Lindeman (1973), Muller (1973), Shipka (1974), Kemerer and Baldridge (1975), Spruill (1975), and Adler (1977) all cite financial considerations as an important component in motivating faculty to unionize.

A third factor in faculty decisions to unionize falls under the rubric of protection. Ping pointed out "while no one should ignore the economic motive present in faculty acceptance of collective bargaining, there is reason to believe that an even more compelling motive is protection" (Feb., 1973, p. 108). Wilson and Gaff felt that demands for student involvement in institutional decision making "challenge faculty members in their areas of professional competence" (1970, p. 182). Coe described union growth as a faculty response to administrative actions that are perceived as harmful to their personal and professional interests (1978, p. 512). Feuille and Blandin concluded that "a majority of the respondents seem to be saying that the existing decision making system is not serving their interests, and they would prefer a collective bargaining system which would
increase faculty inputs and reduce administration discretion in personnel decisions" (p. 691). Mortimer and Johnson detected some evidence that faculties began bargaining as a way of defending their interests with state legislators and governors (1976, p. 37). All of these perceived threats to the traditional prerogatives of faculty members provided strong incentives for seeking new ways of preserving the old order. Katz has viewed collective bargaining as a "protective, defensive, and in some ways conservative reaction by faculty to sweeping changes in academic life" (1974, p. 43). Shipka commented that faculty were slowly but surely "recognizing that business as usual is suicidal, that independence is impotence, and that the ground for the possibility of power in today's world is a well-heeled organization with state and national clout" (p. 18). When protection is viewed in conjunction with the other factors which have motivated faculty to unionize, it is not surprising that academic bargaining has grown so rapidly in such a short period of time.

Faculty Governance and Collective Bargaining

The impact of unionization on traditional collegial governance structures has generated more interest and investigation than almost any other aspect of faculty bargaining. Unfortunately, the relatively recent nature of the phenomenon of bargaining has prohibited the development of many definitive conclusions. Individual institutional histories and environments further complicate the picture. There are, however, several broad generalizations which can be made regarding research into this topic.
In order to assess the impact of negotiations, it is necessary to first review the state of faculty involvement in decision making before looking at how it has been altered. An American Association of Higher Education Task Force surveyed the condition of faculty governance at a broad range of institutions in 1967, and found considerable diversity. There was a general recognition by the Task Force that shared authority between faculty and administrators was the epitome of a good governance structure. At the same time, the research indicated that few institutions were living up to this goal. In their sample, they found that Faculty Dominance in governance was virtually nonexistent. Faculty Primacy occurred in only a few cases while Shared Authority between faculty and administrators was found in approximately 25% of the sample. Administrative Primacy was typical in 50% of the institutions while Administrative Dominance occurred in the remaining 25% (AAHE, pp. 15-25). The goal of a true collegial governance structure, then, was not found to be as prevalent as the Task Force had hoped. The reason for this condition was in many cases faculty apathy (p. 17). Baldridge, Curtis, Ecker and Riley concluded that "the dominant governance pattern among American college and university faculty members is lack of participation" (1978, p. 75). McConnell further noted that in most governance structures "a limited group of faculty members conduct business for their colleagues" (1971, p. 100). While recognizing that decision making processes vary widely between institutions, it is also important to be aware that faculty at many colleges and universities do wield considerable influence. By
virtue of their experience, academic expertise and commitment, faculty have developed a considerable role in determining academic policies, personnel issues and teaching expectations (Keeton, 1971). In the final analysis, diversity in the types and extent of faculty involvement in governance across institutions makes broad generalizations difficult before the variable of collective bargaining is introduced into the picture.

With that caveat in mind, it is possible to consider the research relevant to the potential impact of collective bargaining on governance in higher education. A number of authors have studied the effects of unionization on collegial governance and reached differing conclusions. On one side, Wollett (1973) and Baldridge and Kemerer (1977) concluded from both personal experience and wide-ranging study that collegiality and collective bargaining are incompatible approaches to institutional decision making. Wollett particularly predicted that the concept of shared decision making would not survive in a unionized environment (p. 32). At the other extreme, Orze (1974) and Walker (1976) expressed the belief that collegiality could be strengthened by bargaining if formalized relationships spread over a large segment of higher education and the process was utilized creatively. Several researchers have offered more qualified assessments. Garbarino studied public higher education and determined that institutions which had firmly established internal structures prior to bargaining had experienced some changes with unionization but these had not resulted in major consequences (1977, p. 72). Lee found
that unions had enfranchised faculties without a strong formal role in governance through a delineation of governance structures and lines of authority (p. 309). This had not tended to increase faculty participation in governance, however (p. 322). Finally, Adler conducted a follow up study of unionized four year institutions after seven years of bargaining and concluded that faculty participation in decision making had generally increased but that unionization was not particularly responsible for this change (p. 31).

A considerable body of literature concerning bargaining and governance has also focused upon the role of a college or university senate under a negotiated agreement. During the early years of the union movement there was concern that a union's right to be the exclusive bargaining agent for the faculty would preclude the continuance of traditional governance mechanisms such as senates. State enabling legislation and NLRB cases initially strengthened this concern with indications that existing governance structures could be set aside by unionization. Further research into senate-union relationships indicated that senates were not necessarily eliminated by the presence of unions, however. Begin noted in 1974 that there was no significant evidence that senates had been dismantled by bargaining and indicated that they could maintain their power and authority in institutional decision making as long as they remained active and responsive to campus problems. If they failed to take action, the union could then usurp their role (pp. 584-589). Kemerer and Baldridge described similar conclusions in 1975. They pointed out that senates and unions
have dissimilar responsibilities, one dealing with predominantly academic concerns and the other with economic matters and working conditions. Traditional bodies were thus not likely to collapse when bargaining took place, but union influence could continue to expand, making the relationship unstable in the future (p. 8). The extent of that instability appears to hinge upon the approach taken by both parties during contract negotiations. Since the written contract in effect "takes over as the fundamental law of the academic terrain" (Fisk & Duryea, p. 203), it can be used to strengthen governance processes. By replacing informal, tacit and traditional procedures for decision making with explicit, formal requirements, a collegial role for faculty can be solidly established (Garbarino, 1975).

In light of these differing assessments, it is important to realize that research in the area of governance and collective bargaining is far from conclusive. Meyerson has pointed out "that the study of college and university government is in a rather rudimentary stage of development. There is a lack of hard empirical data descriptive of how such governments do function" (in Stevens, 1971, p. 3). Duryea and Needy recognized factors such as economics, increased centralization of decision making authority and student-faculty radicalism as also having an impact upon governance during the period that union growth was occurring (p. 2). Mortimer and Richardson further acknowledged the effects of the personalities of the participants, their leadership styles and past institutional histories as important factors affecting governance in a collective bargaining environment.
(1977, p. 130). Adler concluded that "only longitudinal comparisons which permit each institution to become its own comparative control, offer the hope of distinguishing between conjecture and reality" (p. 7). Until that type of study is done on a large scale, supportable generalizations about bargaining and governance will be difficult to derive.

Collective Bargaining Implications for Administrators and State Governments

Even though the effects of unionization on faculty involvement in governance have been a focus for attention, the impacts upon higher education administrators have been no less significant. Garbarino has observed that "although more attention has probably been directed to the academic issues, faculty bargaining has so far created more change in administrative structures and procedures than it has in academic affairs" (1977, p. 30). Several effects have become noticeable. First, administrators have been forced very clearly into a management role (Boyd, 1972, p. 269). Contract negotiations, and the inclusion of management rights clauses, have forced faculty to recognize the administration's right to manage a variety of functions within a college or university operation. Without that recognition, no way would exist for the two parties to bargain with each other (Naples, 1974, p. 52). As a result, administrators are able to explicitly delineate the extent of their power and authority as managers in college decision making. Just as faculty members are protected from arbitrary administrative action, so too are administrators provided
the support of legally enforceable contractual obligations which cannot be altered without open discussion across a bargaining table (Shantz, 1977, p. 2).

Second, collective bargaining has reinforced an existing tendency toward centralization of power in higher education (Garbarino, 1977, p. 65). Economic and personnel policies which are defined in a labor agreement demand uniform application across the entire university. The most straightforward means of achieving that requirement is the concentration of authority in a central office, thereby reducing the autonomy of school and department-level administrators (Boyd, 1972, p. 267). Increased centralization also leads to a growing bureaucracy at higher administrative levels as specialists trained to deal with the demands of negotiations and contract administration replace generalists in academic administration (Kemerer & Baldridge, 1976).

Third, the centralizing effects of bargaining have produced further administrative ramifications in other areas. One beneficial impact has been stimulation of effective institutional planning since data generated in preparation for bargaining can also be applied to planning efforts (Ping, 1973, p. 102). At the same time, greater centralization leads to increased administrative costs. Direct costs, such as the establishment of an employee relations office can be substantial. Perhaps even more important are the indirect costs of senior administrative staff time, energy and commitment to the collective bargaining process (Bucklew, 1972, pp. 53-54).
While an increase in centralization has occurred at the local level, the process has not stopped there in public institutions. State governments began exercising expanded control of colleges and universities in the 1960's and found that collective bargaining offered "an unparalleled opportunity for legalized, contractual control of both expenditures and personnel policy (bordering on academic policy) on campuses" (Angell, 1977, p. 8). The Stanford Study on Academic Governance found that collective bargaining tends to result in increased outside influence from arbitrators, courts or various state officials and agencies (Kemerer & Baldridge, 1975, pp. 172-3). This influence was reflected in the movement toward identifying the state government or governor's office as the legal employer of all public employees within a state, including higher education faculty (Garbarino, 1977, p. 59). The removal of local administrators from the bargaining table and replacement with state employee relations representatives considerably weakened institutional control. Mortimer and Richardson (1977) and Duryea and Fisk (1975) described a loss of institutional autonomy as a result of the strengthened role of state agencies. Similarly, Ping predicted that "with state assumption of management responsibilities in bargaining, state control of operations is likely to follow" (p. 105). There is one advantage to a contractual relationship established between local or statewide faculty organizations and a state government, however. Just as a contract prevents the arbitrary and capricious action of campus administrators, it has the same effect at the state level. The
legally enforceable nature of a collective bargaining agreement can be used to restrict legislative efforts to increase workloads, demands from the public to remove controversial faculty, or the myriad other attempts by various interest groups to affect the internal operations of a college or university (Schuster, 1974, p. 51).

**Economic Effects of Collective Bargaining**

Wages and benefits are frequently the most publicized aspects of collective negotiations in any sector of union-management relations. The general perception, then, is that bargaining focuses upon monetary issues to the exclusion of other matters. The inaccuracy of that viewpoint is apparent in light of the numerous additional items bargained into higher education contracts but it does reflect the fact that one role of a union is to protect its members' economic interests (Duryea & Fisk, p. 213). The assumption by both faculty and administrators that unionization automatically leads to improved compensation is often presented as fact during representation election campaigns. The actuality of the impact of bargaining on salaries is less clear cut than is typically believed, however.

Birnbaum studied faculty compensation at 176 paired institutions between 1968-69 and 1972-73 and found significantly greater increases in unionized institutions than in the nonunionized ones. Variations between different types of institutions began to appear when he studied 1974-75 data. Increases continued in the entire sample of unionized institutions, but the rate of increase moderated in some
cases. He found that compensation differences at public universities leveled out or slightly decreased after the initial increase. The increases continued at the same rate at unionized public four year colleges compared to the paired nonunionized college (1976, p. 118). Leslie and Hu, using 1974-75 data, concluded that unionized faculty members earned approximately $1,291 more than their nonunionized peers when other institutional factors were controlled. The difference had decreased to about $800 between the two groups when they analyzed compensation levels in 1975-76 (1977, p. 47). These authors also reported a 1977 study by Morgan and Kearney which concluded that the union/nonunion variable is the most important single effect in the analysis of compensation change, accounting for some $1,200 in salary differentials overall. Further, gains were largest for less comprehensive and private institutions; indeed, unionized faculty in large public institutions lost ground in comparison to their nonunionized counterparts. (p. 35)

In summarizing their own and other's research, Leslie and Hu made several observations: "1) unionism results in somewhat higher salaries in the short term but that, 2) these gains may stabilize or even diminish slightly on a more long term basis...3) larger compensation gains are experienced at the higher employee levels" (p. 36). The effect of bargaining on salaries, then, is not as dramatic or pervasive as initial impressions might indicate.

In addition to salaries, several other economic ramifications of unionization have become evident. First, negotiations and uniform salary schedules have led to a reduction in distinctions between faculty members at a particular institution. Pay differentials
between faculty of the same rank have been reduced as unions seek equal pay for equal work and strive to restrict administrators from providing rewards to some employees which are not available to all (Ladd & Lipset, 1973, p. 72; Kemerer & Balderidge, 1975, p. 74).

Second, collective bargaining can have an impact upon tuition and fee levels. Shark noted that the failure of a state legislature to appropriate the funds needed to fulfill the terms of a negotiated contract could easily lead to a tuition increase. This occurrence is even more likely in private institutions where there is a higher reliance on income from tuition (1976, pp. 12-13). Bucklew described reductions in student services and higher tuition as a partial reaction to bargaining (Fall, 1973, p. 303). Leslie and Hu, after holding other factors constant, found a difference of approximately $250 in student costs at unionized institutions compared to nonunionized ones in 1973-74 (p. 49). These results may not be consistent over a longer period but they do point out a potential impact of bargaining on students.

Collective Bargaining and Student Participation in Governance

Interest in the issue of student participation in institutional governance has been common at most colleges and universities since the early 1960's. The student protest movement raised this issue to predominance in the late 1960's and early 1970's, but it has not been solely upon student initiatives that participation has been considered. Faculty groups, administrators, and even the Carnegie
Commission in 1973 have expressed support for student involvement in decision making (Kellams, p. 33). Such general statements of support for the concept of participation are not readily translated into specific structures designed to facilitate that involvement, however. As a result, the extent of student participation varies widely between campuses. A faculty union interjects another variable into the equation which could potentially have a major impact upon student involvement. In order to assess the effect of collective bargaining on student participation in governance, it is necessary to consider first the extent of that participation prior to the growth of the union movement.

During the protest years on college campuses, student involvement in governance was inhibited and supported by conflicting pressures. On one hand, many students felt that significant educational reforms would come about only if students were given an influential role in governance. The pressure tactics utilized by student leaders were often directed at attaining this goal (McGrath, 1970). Many faculty, sympathetic to the broad social reforms advocated by students, supported changes in governance because they also "felt that they did not hold the levers of genuine power" (Keeton, p. 1).

At the same time, there was also a strong resistance to change evident among the established faculty who had an interest and involvement in the traditional governance system. Powell summarized the feelings of numerous academics when he stated: "To a great many
faculty members, student power demands...appear to be nothing less than a bold and unwarranted intrusion of the incompetent (the students) into an area best left to the professionals (the faculty)" (1971, pp. 71-72). He also noted that the history of student protest indicated that faculty would vote their own interests and not the students' if their authority was threatened (p. 72). Several years later Garbarino commented that students had posed "the most publicized challenge to traditional governance systems" (1975, p. 26). This attitude has already been noted as one of the primary motivations for faculty members to engage in collective bargaining. The desire to protect faculty influence, in combination with the other pressures supportive of student involvement, has produced inconclusive results in terms of change in the extent of student involvement.

In the 1960's student participation as determined by "formalized access" to governance structures increased (Riley, p. 240). There was still no widely accepted role for students in governance, but by 1970 60% of the faculty in a national survey were found to be sympathetic to students having some input in academic decision making (Wilson & Gaff). This supportive attitude translated into actual involvement at different levels. In a survey of a sample of colleges and universities, McGrath found that students had voting representatives on only 2.7% of the boards of trustees, but had input in some form on 20%. 17.9% of the institutions had voting students on faculty governance executive committees, and almost one quarter had some input into these bodies. 46% of the institutions granted voting privileges to students
in curriculum matters, and almost 60% had some level of involvement. In personnel matters, however, only 3.3% of the sample allowed voting power by students, and less than 5% had any input at all by students in selection, promotion or tenure decisions (p. 106). Obviously, certain areas were more sacred and more strenuously protected in the process of institutional governance. It was equally apparent that students have gained opportunities to inject their opinions and comments into decision making structures.

Although students achieved increased opportunities in governance, their input did not translate into true power or influence. Gross and Grambsch looked at university power structures during the height of the protest period and found little change in the relative distribution of power between various groups in the university. Between 1967 and 1971 students had improved their position slightly, but were still at the base of the power hierarchy. The authors felt this slight increase was significant since even a small gain was more than might have been expected (1977, p. 38). The importance of their findings lies in the realization that even with a well publicized effort to achieve greater influence in campus decision making, students were unable to dramatically alter their traditional roles. Typically, student participation focuses upon policies and regulations governing student conduct or activities on campus and, occasionally, on an economic or academic issue which has a direct impact on the student body such as a tuition increase or program elimination. As a result, "the influence of student leaders...has been occasional, episodic and
informal; and their techniques have been petition, persuasion and pressure because these were the only kinds of leverage students possessed" (McGrath, p. 21). In any case, the most likely assessment that can be made regarding student influence and involvement in governance is that there has been no broad, significant change in the last decade. The particular mechanism chosen to accommodate student input has varied from campus to campus and been influenced by institutional size, history and other related factors (Powell, p. 77). Since both bargaining and governance on a specific campus are frequently influenced by local factors, there is only a tenuous foundation to build upon in evaluating what effect, if any, bargaining by faculty has had upon student participation. Some research has been conducted in this area, however, which can provide at least an initial view of the topic and direct further inquiry.

Over the years students and student government leaders have expressed varying perceptions about the effects of faculty collective bargaining. Ladd and Lipset, at a 1972 State University of New York conference, recorded student concerns that bargaining could negate every gain students had made to that point in terms of participation in governance (1973). Shark (July, 1975) and Shark and Brouder (1976) described the fear of many student leaders that faculty and administrators would negotiate away student involvement at the bargaining table where students would have no opportunity to affect the outcome. These expressions of concern by various students do not reflect typical student responses. Mortimer and Richardson pointed out that the
central period of student activism peaked as bargaining was gaining strength and student interest in participation in areas beyond traditional concerns was minimal. Bargaining on the campuses they studied had elicited very little reaction from students in general, and was not apparently viewed by them as a major threat. Baldridge, Curtis, Ecker and Riley similarly found that student apathy toward faculty unionization was a major factor in what they viewed as a decline in student influence. The depth of concern by students about the potential effects of bargaining may not be as apparent, as a result, as comments from some of the earlier studies indicated. Individual student leaders may have perceived a threat to student prerogatives or influence in decision making but most students have not outwardly expressed the same fears.

Just as the students themselves have not reached a definitive conclusion about the repercussions of unionization, neither have the numerous researchers who have looked at the question as a side issue to other investigations. On a positive note, Garbarino found fragmentary evidence suggesting "that bargaining has increased student participation in governance...by granting rights to committee membership and evaluation of teaching" (1977, pp. 60-61). In contrast to Garbarino's conclusions, several other studies found little or no impact upon student involvement. Shark and Brouder conducted a series of contract analyses and concluded that "there is no substantial evidence to indicate that bargaining necessarily impedes progress towards a tripartite governance system.... Similarly, there is little
evidence to suggest that bargaining contributes to it" (p. 23).
Mortimer and Richardson also detected the same outcomes in six in
depth case studies focusing on faculty governance and unions. While
new opportunities had developed for student participation in some of
the colleges studied, students did not appear to be taking advantage
of them. The authors concluded that bargaining had not made a very
large impact upon the students (p. 177). Finally, Lee, in a secondary
analysis of survey data and several case studies, discovered no indi-
cation of a reduced role for students in governance because of nego-
tiations. Her assessment indicated that "because students have little
power, they appear to be relatively unaffected by faculty unions"
(p. 323).

Despite the contradictory results described by many authors, the
predominance of research to date would indicate detrimental impacts
upon student involvement. Baldridge, et al., summarized this general
conclusion by stating "faculty unions, with rare exceptions, have not
been favorable to student influence and have effectively cut students
out of the decision making process on many unionized campuses" (1978,
p. 98).

Another indication of the negative perceptions commonly held
about student involvement and bargaining is apparent through survey
research into predicted effects. Phelan analyzed faculty and staff
attitudes about possible bargaining issues at Ohio State University
and found both groups to be "not supportive of student participation
in the university decision making process" (1975, p. 6). Kemerer and Baldridge reported that 60% of the presidents surveyed in the Stanford Studies on Academic Governance felt unions would decrease student influence. 85% of the union chairpersons disagreed, but almost every student leader shared the presidents' perceptions (1975, p. 202). This research did not demonstrate that a decrease in student involvement had occurred, but it did point out that there was a significant expectation that bargaining could or would have that effect.

The research described to this point is instructive of the investigations which have been conducted. It is important to note that all of this work, as it relates specifically to effects on students, came about in the course of studying another major topic, usually faculty governance or effects on senates and other structures. In only one case has research on a significant scale been undertaken which focuses directly upon the impact of bargaining on student participation in governance. In 1975 Borus conducted research using case studies of three matched pairs of unionized and nonunionized institutions and a follow-up survey instrument to a larger sample. His investigation analyzed the impact of bargaining in five areas: student participation in governance and decision making, student charges, student services programs, aspects of the instructional program, and general institutional climate (p. 91). Borus hypothesized that unionization would reduce student involvement in personnel and curriculum matters, cause a decrease in student services, and result in higher student charges at private institutions (pp. 13-15).
The conclusions of his study relevant to this research indicated little apparent difference between the unionized and nonunionized institutions. In the public institutions he found little or no difference in the "amount or type of student participation in governance" (pp. 50-52), including student membership on committees or all-campus bodies such as senates. Curricular decisions involving students also showed little difference (p. 57). Finally, he concluded that student involvement in hiring, retention, promotion and tenure was minimal at all of the institutions studied, with the single exception that student evaluations of teaching were more common at the unionized schools (pp. 53-56).

Borus' findings are significant for several reasons. First, as the only research focusing specifically on students, his conclusion that unionization had a minimal impact on student participation is important. It runs contrary to the more frequently expressed assessment that bargaining was, or could be, detrimental to students and leaves considerable uncertainty about that analysis. Second, his study points out the need for further investigation in this area. It is indicative of the lack of research done on students and collective bargaining that only one study has been completed and no follow up work has been done to further validate the results. Finally, it is also notable that Borus recognized the potential for other factors to come into play with the passage of time and he recommended additional research (p. 100). His investigation focused on a period when bargaining in four year colleges was still a fairly recent phenomenon
(1970-71 through 1973-74). Additional experience with collective negotiations and a stabilized relationship between the parties could lead to different outcomes relative to students.

In general, the most realistic conclusion that can be reached after reviewing the relevant literature is that no definite proof has been developed to indicate what effect, if any, bargaining has had upon student participation in governance. The results to this point have been contradictory at best, pointing out the need for more detailed investigations focused solely upon student involvement rather than treating it as a subsidiary topic in other research.

**Student Roles in Collective Negotiations**

Although the predominant response of the college student population to faculty negotiations in the past decade has been disinterest and apathy, examples of student demands for an active role in the bargaining process do exist. The relevance of these attempts to gain access to negotiations lies in their relationship to the governance process in general. A minority of student leaders has perceived that participation in the actual negotiations between faculty and administration is the only way to guarantee that students will continue to play a part in institutional decision making. For that reason, a brief review of the extent of student participation in bargaining can shed additional light on the impact of unionization upon student governance activities.
In a strictly legal sense, students have no basis for seeking representation at the bargaining table under federal law. The National Labor Relations Act makes no mention of students or other third parties affected by bargaining (Bodner, 1977, p. 2). Even students who are employed by an educational institution under the jurisdiction of the National Labor Relations Board have been denied the status of "employees" under the act as a result of Board rulings (p. 7). State enabling legislation and public employee relations boards have typically assumed the same approach, with several notable exceptions, leaving students with no legal foundation for involvement in the vast majority of cases.

The only formal exceptions to this general approach occur in four states which permit varying levels of student involvement through their collective bargaining laws. In Maine three students represent their peers in the entire university system. They have the right to meet with both bargaining teams before negotiations begin and with the administration team during negotiations but are not present at the bargaining table (Coe, 1978, p. 515). In Montana, the level of involvement is slightly greater. Student government representatives can meet with the regents and union prior to bargaining, can observe the actual negotiations, and participate in administration caucuses. They also can discuss the contract with the regents before it is ratified (p. 515). The Florida and Oregon laws define the greatest roles for students. In Florida, a representative is present at all sessions, has access to any documents exchanged, and can offer
comments at the bargaining table, but does not have voting power. Oregon law provides the same rights for three student representatives, in addition to allowing them to caucus with either the faculty or administration teams (p. 515).

The effects of these provisions have been limited, based upon early indications. Students, for whatever reasons, have not taken advantage of the opportunities provided to any appreciable extent and an assessment of how their participation could influence the bargaining process has yet to be made. As a result, the only observable situations where students have played an active part are those in which this privilege was granted voluntarily. Since the national bargaining agents - NEA, AFT and AAUP - have not taken any official position about student involvement in negotiations, the decision to allow third-party representation has been left to the individual campuses (Shark, May, 1975). There is nothing which prohibits either party "from voluntarily inviting students to participate in negotiations at any level and with whatever role they deem appropriate" (Walters, 1974, p. 93). The decision to bring students to the table generally requires the agreement of both parties.

Student attempts to gain voluntary access to bargaining have taken several approaches. Beeler (1979) and Kellams have both noted that student activism has taken a different tack since the protest years. Student leaders have become more organized and more willing to work within the established system than their predecessors were.
Attempts to obtain entry to negotiations on the campus level, then, have typically come through the campus political process rather than through mass protests. As faculty and administration teams start preparations for bargaining, student interest tends to increase (Coe, 1978, p. 513). Student leaders seek to influence the parties to negotiations by promising support for particular positions or no opposition for others. Dependent upon the strength of the faculty unit and the administration, one side may advocate some level of student participation in the bargaining process in return for student backing. While altruistic motives can be a factor, the decision to include students is frequently grounded in this attempt to develop what Aussieker (1975) calls coalition bargaining.

On a state wide or national level, a common student approach to any issue in recent years has been a large scale lobbying effort. Forty-five states now have recognized student lobbies, and groups are also developing at the federal level (Beeler, p. 198). These organizations have sought amendments to collective bargaining laws, reduced tuition, and student representation on trustee boards. Their success in Oregon, Montana, Maine and Florida is evident in the legal roles defined for students in bargaining, and in twelve other states where legislatures placed students on a board of trustees between 1975 and 1978 (p. 199).

While large scale efforts to lobby for a legalized student role in bargaining have been successful in at least raising the issue, the
most observable results have been obtained at the individual campus level. Prior to 1976, students were given some recognized role in negotiations in at least twelve different institutions, both public and private, in almost as many states (Kellams). None of these settings established a true tripartite bargaining structure, but almost all placed students in a participant or observer role. The results have been inconclusive, and typically short-lived, in virtually every case. For the most part, students have been present at one or two contract negotiations before a more typical two-party arrangement was adopted. Two examples convey some of the difficulties which have occurred.

At Fitchburg State College in Massachusetts, students were permitted to join the negotiations as part of the faculty team. Once there, the students declared themselves independent and refused to leave the table until they were recognized in that capacity. That independent status was ultimately established and, even though they frequently sided with the administration, neither side invited them the following year (Shark, July 1975, p. 6). A similar difficulty occurred at the City College of Chicago. The administration invited student participation and included them at the bargaining table, but the faculty organization "refused to attend sessions when student representatives were present" (Kemerer & Baldridge, 1975, p. 203). No institution has established a pattern of student involvement in bargaining because of these types of difficulties, and few colleges have even attempted to grant a student role in the last several years.
Student efforts to gain access to bargaining as a means of protecting opportunities in governance have been noticeably unsuccessful.

**Contract Analysis**

Analysis of the negotiated provisions in higher education contracts has been conducted almost since the beginning of faculty unionization. The results of these studies provide several clear trends in terms of the types of items which are being bargained over, and the continued expansion of terms included in the agreements. There is one factor to consider in evaluating this research, however. Contract analysis records the formal, legally enforceable requirements established by the parties and, therefore, provides a baseline for comparing institutions. At the same time, local pressures, traditions and personalities can produce widely divergent outcomes even when starting with essentially the same contract provisions. Campus issues are better predictors of the terms of a contract than other factors (Coe) and those same issues will also have a major impact on how the terms of the agreement are interpreted and implemented. For that reason, it is necessary to view contract analysis results as reasonable generalizations, applicable across a wide spectrum of institutions but perhaps not totally descriptive of the reality on each individual campus.

Three different approaches to bargaining have been utilized in higher education, each having a distinct impact on the ultimate contract which is produced. Ping has characterized these approaches
as: 1) limited bargaining restricted to wages, benefits and union status; 2) expanded bargaining on processes, including personnel decisions like promotion or tenure and grievance procedures; and, 3) comprehensive bargaining, which adds broad campus governance provisions and includes academic judgments (1973, p. 100). The particular approach utilized on a specific campus is a function of local conditions and the applicable enabling legislation. For public institutions, state collective bargaining laws can have a major impact on the extent of bargaining by restricting the scope of negotiations. Oregon law, for instance, allows negotiations only on economic matters and grievance procedures (Wollett, p. 33). Massachusetts, on the other hand, at one time allowed bargaining by public employees on everything but economic issues. Further complicating the issue is the fact that few enabling laws specifically address the unique characteristics of higher education negotiations. Governance terms often fall in the gray area of permissable items which "either party can refuse to bargain over without being guilty of an unfair labor practice" (Angell, p. 134). As a result, there can be a wide variance in the types of provisions included in a contract.

Research into the provisions of successive contracts nationwide indicated that in most cases bargaining has proceeded from a limited basis in Ping's framework to a more comprehensive level. Ladd and Lipsett have stated that "unions inherently seek to secure more in negotiations over the years" (1973, p. 77). Kemerer and Baldridge cited the record of bargaining in industrial settings which shows a
continual increase in union concerns and predicted a similar occurrence in higher education (1975, p. 150). Mortimer and Lozier analyzed approximately 15 contracts and concluded that unions would first consolidate the economic gains made in initial contracts and then attempt to expand the scope of bargaining to include a broader range of issues (1973, p. 128). Andes examined 131 two and four year institution contracts in 1973, and found a "continued rise in types of items included in contracts" (pp. 1-2). Even after only several years of bargaining, the 1973 contracts were significantly longer, contained more items, and focused much more attention on governance and academic affairs, in addition to the economic terms specified earlier (p. 10). Finally, Grede noted in 1977 that contracts tend to expand because it is difficult to remove items once they have been negotiated and unions were protective of the specific language already entered into the agreement (p. 163). New items and issues were constantly being raised, but their addition to a contract was not counterbalanced by any reductions in other areas. The ultimate effect, then, was a continuing expansion of negotiated provisions. Economic and grievance related items were frequently the terms of initial importance, but they were soon followed by more comprehensive language involving institutional decision making processes and governance of academic affairs.

The second important result of work in contract analysis relates to provisions regarding student rights and prerogatives under the agreement. As demonstrated earlier, little attention has been
directed specifically toward students. One study was made of student related provisions in higher education agreements, though, and the results were informative. Shark, Brouder and associates conducted the Research Project on Students and Collective Bargaining in 1975, which examined 115 two and four year contracts. In that group, only 40 mentioned students or student prerogatives of any kind. Six contracts mentioned students more than twice, six twice, and 28 agreements mentioned students once (p. 4). Although the published results of this study did not describe the types of provisions in which students were included, the overall conclusion was that formal, contractual items relating to students were very infrequent. The effect of that low incidence of terms in relation to student participation in governance was unclear. When viewed in conjunction with the constant expansion of contract provisions in the area of governance, a superficial impression might be created in support of the contention that students were being closed out of institutional decision making. A major purpose of this investigation was to attempt to clarify the validity of that impression.

Theoretical Framework

The theoretical framework of this study was formulated utilizing labor and bargaining theory. Since collective negotiations in higher education are such a recent phenomenon, no separate body of theory has been developed which is specifically applicable to the college setting. At the same time, the basic parameters of higher education bargaining are similar to those of the more typical and thoroughly
studied industrial sector because enabling legislation, case law and employee relations board decisions are generally based on the experience of bargaining in that realm. Further, virtually no research conducted into faculty unionization efforts has utilized a bargaining theory perspective. Bargaining theory, as Peterson and Tracy (1977, p. 71) note, is not sophisticated enough to explain the behavior of the parties during bargaining or to predict outcomes of negotiations, but it can offer significant insights into the process. With that thought in mind, consideration of a broad theory of industrial relations is necessary to introduce the specific theoretical framework utilized in the study.

Kochan (1980) developed a conceptual framework for viewing collective bargaining which integrates the contributions of a variety of disciplines, including "institutional, economic and behavioral science research" (p. 17). His basic premise was the belief that "students of industrial relations must be as concerned with what work does to the individual as they are with what the individual worker, or workers in the aggregate, contribute to their employer or to society" (p. 18). He further assumed that "there is an inherent conflict of interest between employees and employers" (p. 18) due to superior-subordinate relationships. At the same time, conflict is limited by the fact that each party needs the other to survive, and they may share some goals (p. 19). The normal occurrence of conflict is also modified since

(1) not all workers will perceive this conflict of interests..., (2) some workers may perceive it to
exist but may not be motivated sufficiently to respond in a way that asserts their interests and, therefore, the conflicting goals may not be manifested in any overt action that displays the conflict, and (3) a variety of strategies, from individual bargaining, to leaving the organization, to collective action (unionization) may be chosen to pursue worker goals in an organizational setting. (p.20)

Based on these assumptions, Kochan outlined a framework of bargaining composed of four major elements. The independent variable is the external environment, including economic, "political, social technological, demographic, and policy contexts of bargaining relationships" (p. 33). The intervening variables encompass "the structure of bargaining, the union as a bargaining organization, and management as a bargaining organization" (p. 33). The interaction of these elements influences the dependent variables - the negotiations process, bargaining outcomes, administration of the agreement, and union-management change (pp. 27-30). Ultimately, all of these elements "have an impact on the goal attainment of the major actors in the system, i.e., individual workers, union organizations, employers, and the public" (p. 30).

The assumptions and comprehensive framework of the collective bargaining system developed by Kochan provide a means of looking at industrial relations from a broad perspective and then isolating the various components for further study. One such segment of particular relevance to this research was his assessment of the factors "influencing the propensity of individual workers to join unions"
Although the motivational factors involved in faculty union organization were considered earlier, an understanding of a theoretical model of this process is helpful before assessing bargaining relationships or negotiation processes.

Kochan's "model suggests that the initial stimulus or motivation to unionize arises out of dissatisfaction over the traditional economic, or bread-and-butter aspects of the job" (p. 143). These aspects include direct compensation, fringe benefits and working conditions. Perceived inequity in the administration of the compensation system is also a strong motivation (p. 143). Dissatisfaction with economic factors must be extreme before most workers will support unionization, however (p. 144).

A second set of motivators relates to perceptions of influence. Included in this category are a desire for increased participation on the job and a lack of available alternatives for exerting influence (pp. 144-45). The desire for increased participation is a particularly important motivator for white collar workers to unionize. Related to this factor is "the degree of commitment to the job" (p. 145) since a worker must have enough investment in the job to work at changing it rather than leaving.

Finally, workers' beliefs about unions also affect their propensity to unionize. The overall image workers hold about unions, either positive or negative, has some influence on their willingness to support unionization, but more important is the belief that the union
will be able to improve the wages and working conditions of its members (pp. 145-46). "In fact, ...the specific perceptions of what unions do for their members is approximately three times as important in influencing how a worker might vote in a union representation election, as is the general image that workers have of unions" (p. 146). A major consideration in this belief of the effectiveness of a union is a concern about the loss of independence through collective action, especially for professionals such as faculty members (p. 146). Resolution of this concern was a major problem during early faculty organizational efforts, as noted earlier.

Kochan's analytical framework of the collective bargaining process, and particularly of the factors involved in individual decisions to support unionization, introduces a theoretical foundation for the specific constructs utilized in the study. Although his model was not used in organizing this research, the framework provides a basic understanding of the complex nature of collective bargaining. Based on that introduction, it is possible to examine the theories of Harbison and Coleman (1951) and Walton and McKersie (1965) which were utilized to focus the design and conduct of the study.

**Union Management Relations:**

Harbison and Coleman, in *Goals and Strategy in Collective Bargaining*, (1951) studied approximately 100 union-management relationships. The results of their work led them to describe three broad types of relationships which develop between the parties.
involved in negotiations, and the conditions necessary for each relationship. These relationships, which include 1) armed truce, 2) working harmony, and 3) union-management cooperation "are explained not so much by the ends sought by the parties as by the means employed by each to achieve those ends" (pp. 12-19). The central considerations are the ways each side views the other, and the various tactics utilized during both the negotiation and administration of the contract.

The relationships described by Harbison and Coleman are based on the assumption that certain parameters have been established for union-management relations. Collective bargaining laws and NLRB decisions constrain the behavior of both parties within certain limits, so they do not consider the cases where a state of open warfare exists. Conflict does exist but the struggle for power and continuous competition which occurs is a peaceful and orderly one conducted within accepted boundaries. (pp. 20-21) An armed truce relationship is, therefore, one in which "both parties are convinced that their major goals are in conflict and that their common interests are confined to quite narrow areas. Collective bargaining under these conditions is, in part at least, a negative process - a means of compromising differences and containing conflict rather than a vehicle for achieving common goals" (pp. 20-21). This type of relationship has six major characteristics:

1. A feeling on the part of management that unions and collective bargaining are, at best, necessary evils in modern industrial society.
2. A conviction on the part of the labor leadership involved that the union's main job is to challenge and protest managerial actions.

3. Basic disagreement between the parties over the appropriate scope of collective bargaining and the matters which should properly be subject to joint determination.

4. Rivalry between management and the union for the loyalty of the workers.

5. A frank admission on the part of both parties that settlement of major differences in collective bargaining is made on the basis of the relative power position of the company vis-a-vis the union.

6. A mutual desire to work out an orderly method of containing conflict and compromising differences by living together under the terms of the collective bargaining contract. (pp. 20-21)

Armed truce relationships involve two essentially different perceptions of the roles of the parties. The union challenges management and seeks to increase its power while management strives to maintain its power and minimize union interference. Union leaders attempt to broaden the scope of bargaining while management tries to hold the line on mandatory subjects of negotiations. Management seeks to keep open direct communications with labor, not trusting the union, while the union views these attempts as "union busting tactics" (pp. 22-43). The outcomes of these conflicts are typically resolved on the basis of which side can bring the most power to bear, but neither side is usually in a position to defeat the other totally. As a result, relationships begin to mature with time and the armed truce becomes more civilized with fewer grievances, strikes, etc., as each side gains a better understanding of the strengths and weaknesses of its opposite
number (pp. 48-49). Competition can and does continue, and many union-management relationships remain in an armed truce mode, but there is often growth toward a less competitive approach which Harbison and Coleman call working harmony (p. 51).

Working harmony develops as the collective bargaining process becomes a "means of working together rather than competition for power" (p. 53). The main characteristics of working harmony are:

1. Management accepts collective bargaining based on the conviction that the union is an asset as well as a liability.

2. The union is convinced its objectives can be attained only if the company is prosperous.

3. Both sides realize objectives are in conflict but compromise can let each side feel it is advancing its interests.

4. Management retains sole responsibility for core functions of running the business, while the union polices management action and removes obstructions to efficient production.

5. Scope of bargaining is expanded by both parties.

6. Both recognize the complexities of the other's internal problems and are willing to help resolve them. (p. 54)

Under conditions of working harmony, the relationship is based upon a realistic appraisal of each other and a considerably developed sense of mutual trust and confidence (p. 54). Management accepts the union as a legitimate and effective representative of labor and the union takes the role of "regulator of management rather than as a protest agency" (pp. 35-60). The scope of bargaining is expanded but the union also is aware and concerned about the well-being of the
company. Management utilizes the union as a communication link to labor and helps responsible leaders build a more stable organization, while the union tries to build more loyalty to the company (pp. 55-64). Competition is still present in this type of relationship, but considerably more emphasis is placed on avoiding overt conflict. Union security is improved through an agency shop or similar arrangement, and management rights are protected through efforts to get the union to recognize management's problems without specific demands for management rights clauses (p. 69). Strikes decrease in frequency, grievances are handled more quickly and with less acrimony, and bargaining takes an approach of dealing with proposals from each side, rather than non-negotiable demands (pp. 72-76).

Harbison and Coleman found that working harmony was the most typical relationship in the industries they studied, and that many relationships moved from armed truce to working harmony over time (pp. 143-44). This improvement is dependent upon several factors, however. First, a union cannot force increased cooperation. The development of working harmony is dependent upon management acceptance of the union as a legitimate and effective representative of labor, and the granting of a reasonable amount of security for the union. Second, working harmony was found to be most common in companies which faced stiff competition and suffered from some degree of economic insecurity. In those settings, the management frequently could not or did not wish to expend time and energy struggling with the union as well as its competitors (p. 122). A stable relationship with the
union allowed a greater concentration of resources in more critical areas, and also helped obtain labor cooperation in overcoming what could ultimately be viewed as common problems. Working harmony, then is a relationship which allows mutual gains for both sides, even though conflict can still exist over particular issues.

The third relationship detected by Harbison and Coleman is union-management cooperation. It is a relatively rare occurrence, often developing "out of some economic crisis", in which both parties cooperate "to reduce costs, increase efficiency and improve the competitive position of the firms" (p. 89). There are five main characteristics of union-management cooperation:

1. Management is convinced the union, as an institution, is both willing and able to organize cooperative activity among employees to achieve lower costs and increased efficiency.

2. The company is willing to share some vital managerial functions with representatives of the union.

3. An eagerness on the union's part to be a production boosting agency in return for tangible and intangible benefits for the union and its members.

4. A resulting relationship in which parties assume joint responsibility for solving production problems, and eliminating obstacles interfering with greater efficiency.

5. Outward manifestations of mutual trust and respect coupled with expressed confidence that the partnership of union and management in improving efficiency pays off for both parties involved. (p. 70)

A cooperative relationship such as this typically results when both parties have previously developed working harmony and are shocked
by some external event which threatens them equally. Management comes to view the union as an essential partner in the business and union accepts that role rather than protesting or regulating management actions (pp. 91-95). Management retains official control but attempts to gain assistance from the union in solving its problems. The union, at the same time, recognizes those problems and is willing to help solve them. Finally, management seeks ideas and suggestions from employees, but utilizes union leaders as the exclusive channel to the workers, which allows the union to ensure that they still receive a fair share of the results of cooperation (pp. 91-96). Although this type of relationship is exceptionally uncommon, it is often viewed as the epitome of labor-management relations. It typifies the ultimate in cooperative efforts and, for that reason, could easily be equated with the ideal of collegial relations in a university setting without a faculty union. The type of relationship which exists between the parties, ranging from armed truce to union-management cooperation, is not completely descriptive, however, of everything which occurs during bargaining. Even under conditions of working harmony, for example, different issues can elicit varying responses from the parties and conflict or competition can occur. As a result, it is necessary to also consider another aspect of bargaining theory which describes different approaches to bargaining. Work done by Walton and McKersie in developing a behavioral approach to collective negotiations was utilized to analyze this aspect of union-management interaction.
Negotiation Processes:

Walton and McKersie (1965) analyzed labor negotiations from the perspective of social units which interact and must define the extent of their interdependence. They recognized that negotiations inherently contain both cooperative and conflicting issues, but they also considered the attitudes, feelings and intergroup dynamics of two complex organizations (p. 3). From that vantage point, they describe bargaining as "comprised of four systems of activity, each with its own function for the interacting parties, its own internal logics, and its own identifiable set of instrumental acts or tactics (p. 4).

These activities, or subprocesses, are:

- Distributive bargaining; its function is to resolve pure conflicts of interest. The second, integrative bargaining, functions to find common or complementary interests and solve problems confronting both parties. The third subprocess is attitudinal structuring, and its functions are to influence the attitudes of the participants toward each other and to affect the basic bonds which relate the two parties they represent. A fourth subprocess, intraorganizational bargaining, has the function of achieving consensus within each of the interacting groups. (p. 4)

While recognizing that all four subprocesses are interrelated and can occur simultaneously (p. 8), for the purposes of this study, primary emphasis was given toward consideration of distributive and integrative bargaining. The activities inherent in attitudinal structuring and intraorganizational bargaining are important in any negotiations, but they lie beyond the scope of an exploratory study of this nature. Attitudinal structuring is an essential activity as each party attempts to alter the attitudes of the other in a favorable
direction. An assessment of the application of attitude change theories such as cognitive balance or reinforcement theory, and the strategies which accompany each, however, requires an in depth awareness of union and management thinking and operations which is unattainable in an exploratory investigation. It also demands a degree of disclosure about bargaining tactics which few participants would be willing to make. Similarly, intraorganizational bargaining, in assessing how a negotiator resolves and modifies internal conflicts within his/her own organization, is difficult to investigate without concentrated, long term study. Few negotiators are willing to describe their own internal problems for fear of revealing weaknesses to an opponent, making analysis of this subprocess extremely difficult. For these reasons, the study focused upon the more readily observable elements of distributive and integrative bargaining, in addition to the fact that these subprocesses more readily related to the different types of relationships which develop between a union and management.

Distributive bargaining is a "complex system of activities instrumental to the attainment of one party's goals when they are in basic conflict with those of the other party" (p. 4). In other words, an issue is at stake which presents a "fixed-sum game" (p. 4), where a gain by one party represents a loss to the other. Distributive bargaining is essentially a competitive, conflictual situation. Each side is attempting to maximize its gain, which automatically leads to a decrease in the other side's winnings. Certain types of issues have
a higher potential for this type of conflict than others. Economic issues, and rights and obligations, such as discipline, discharge, layoff procedures, or work schedules all lend themselves to distributive bargaining and a win-lose approach during negotiations (pp. 18-19).

Integrative bargaining, on the other hand, "is the process by which the parties attempt to increase the size of the joint gain without respect to the division of payoffs" (p. 13). Integrative bargaining, then, deals with problems of mutual concern to both parties, rather than issues which are in fundamental conflict (p. 5). The payoff is a varying sum, and both sides can gain from the resolution of the problem even though they may not gain equal shares (p. 127). Certain problems are more likely to produce integrative bargaining, especially qualitative problems as opposed to quantitative issues like economics (p. 129). In a higher education setting, governance structure provisions would likely fall within this category, as would academic policy decisions.

These two subprocesses involve different tactics. Distributive bargaining, being an essentially competitive activity, involves power relationships. Each side attempts to assess and modify its opponent's perceptions of the utilities, or values, placed upon a particular issue. Various commitment tactics are utilized to demonstrate how firm or flexible a position will be taken over a bargaining provision in an effort to persuade the opponent to make concessions. The
relative costs of a strike for each side are also analyzed to help determine how far a demand can be pushed, and to decide what issues are important enough to resort to a strike rather than make a concession. Integrative bargaining differs in that it is essentially a problem solving strategy. Problems are identified which can be resolved by joint action of benefit to both parties. In this approach, both sides search for viable alternative solutions and study the consequences of each. Solutions are then analyzed and a course of action selected which leads to a gain by each side (p. 137). Such an approach requires the motivation to jointly resolve a problem, a sharing of information and the ability to communicate it effectively, and a reasonable level of trust between the parties (p. 139). The basic activity is a cooperative one, as opposed to the competitive approach found in distributive bargaining.

Application to the Study:

The interaction between the different bargaining relationships described by Harbison and Coleman and the types of negotiations defined by Walton and McKersie is two fold. First, it is readily apparent that most early bargaining relationships will fall in the category of an armed truce. Mabry points out that "at the outset, to a degree depending on the personalities, maturity, and the experience of the parties, the relationship is more likely to be hostile" (1966, p. 298). Given the almost total lack of experience in labor negotiations on both sides when bargaining began, and the perception by many administrators and trustees that unionization was a direct threat
to their right to manage an institution, the antagonism felt by both parties would easily produce an armed truce relationship initially. With that perspective in mind, it seems likely that distributive bargaining would predominate during negotiations. Quantitative issues, such as salary and benefit levels, would be of crucial importance to both the faculty and administrators at the bargaining table, and neither side would want to exhibit weakness or allow any infringement upon their perceived prerogatives.

Conversely, greater experience with bargaining is likely to lead to a working harmony relationship as the process of negotiations matures. Mabry notes that "the passage of time and the experience of living with one another have a tendency to mellow the parties and to bring about a working relationship that, if not cooperative and harmonious, is at least functionally operational" (p. 298). As this maturation occurs, the likelihood of integrative bargaining on some issues would appear to be increased, although certainly not guaranteed. A broader range of negotiations and an improved bargaining atmosphere would permit consideration of qualitative items, such as governance provisions, which are more amenable to a problem solving approach.

Second, the impact of faculty negotiations upon student participation in governance would also appear to be potentially different during an armed truce or working harmony relationship, and under distributive versus integrative bargaining. If the faculty and
administration are engaged in hard, fixed-sum bargaining in an armed truce relationship, it is highly unlikely that they will consider the concerns of students who are legal non-entities in the process. In attempting to maximize their gains and minimize losses, both parties can reasonably be expected to concentrate solely on obtaining their own goals, without attending to the interests of an uninvolved third party. If a working harmony has developed and integrative bargaining begins to occur on at least some issues, however, student roles in governance might receive more attention. An open, problem solving approach to the resolution of joint problems, like governance and institutional decision making, would at least hold the potential for a consideration of a broader range of alternatives than solely the goals of the two parties. Students would still have no legal claim to be considered during the bargaining process, but a more favorable negotiating atmosphere might be more conducive to their interests than that of an armed truce and distributive bargaining.

Viewed in conjunction with the earlier discussion on contract analyses, several possible issues of relevance to this study become apparent. First, the negotiation of successive contracts leads to an expansion of the scope of bargaining and a broader range of contract provisions reach the negotiating table. The quantitative issues of salary and benefits, while still of vital importance, are joined by more qualitative problems, like institutional governance. The possibility of integrative bargaining would increase, and movement from an armed truce to working harmony could also occur. Whether or not the
relationship would be altered by consideration of different types of items is unclear. It appears, however, that the passage of time and maturation of the bargaining relationship would be crucial factors in determining both what items are negotiated and the manner in which they are resolved.

Second, it is important to note that much of the research which has been conducted on the impact of faculty collective bargaining upon governance in general and upon student participation in governance in particular, has not taken into account the importance of these factors. Most studies have either investigated the effects of unionization at a single point in time, or over a period when the bargaining relationship was still relatively new. Borus, the single investigator to focus primarily on impacts upon students, did so in 1975 when the institutions under consideration had negotiated one or at most two contracts. If, as Harbison and Coleman state, the type of bargaining relationship which develops is dependent upon the amount of time bargaining has taken place (p. 136), different effects might be discovered if a longer time frame is utilized. This study was designed to take into account the passage of time, development of more mature bargaining relationships, and the possibility of increased integrative bargaining in addition to distributive negotiations.
Chapter III - METHODOLOGY

Introduction

The study was designed to investigate the impact of faculty collective bargaining upon student participation in governance at four selected colleges and universities with a history of faculty unionization. A case study approach was chosen since this topic has generated only limited investigation in the past and it was necessary to develop detailed information about each institution in order to fully understand the dynamics in operation. Data were obtained through content analysis of the collective bargaining contracts at the selected institutions. Documentary evidence available at each campus, such as faculty handbooks and newspaper accounts, was also reviewed. The information gathered was then analyzed by applying the framework of collective bargaining theory and focused by the initial research questions.

Design of the Study

As a result of the limited research base available regarding the impacts of faculty collective bargaining upon student roles in governance, this study was intended to be exploratory in nature. Kerlinger defined exploratory research as a type which "seeks what is rather than predicts relations to be found" (1973, p. 400). He noted
that "exploratory studies have three purposes: 1) to discover significant variables in the field situation; 2) to discover relations among variables; and 3) to lay the groundwork for later, more systematic and rigorous testing of hypotheses" (p. 406). Because this study was exploratory, the investigation was not constructed to produce broad generalizations. It was simply a first step which would require further research "to test whether the hypotheses that emerge have general applicability" (Selltiz, Wrightsman and Cook, 1976, p. 101). The study was also an example of ex post facto research, in that the investigator did not have any direct control over independent variables since they had already occurred (Kerlinger, p. 315). Inferences about various relationships were drawn based on observations of the phenomenon being studied (p. 379).

In order to gain the broadest possible perspective on the research problem, the study was conducted in two phases. First, an initial content analysis of selected collective bargaining contracts was performed. According to Kerlinger, content analysis is "used to determine the relative emphasis or frequency of various communication phenomena: ...trends, styles, changes in content" (p. 525). Selltiz, et. al., indicated that certain controls are used to make content analysis systematic and objective. These controls are:

1. Categories of analysis used to classify the content are clearly and explicitly defined so that other individuals can apply them to the same content to verify the same conclusions;

2. Analysts are not free to select and report merely what strikes them interesting, but must classify all relevant material in their samples;
3. some quantitative procedure is used to provide a measure of the importance and emphasis in the material of the various ideas found and to permit comparison with other samples of material. (p. 392)

This phase of the study sought to determine if the trend noted by Andes and others toward greater inclusiveness of governance provisions in successive contracts was applicable to the institutions selected for study. The investigator attempted to assess any evidence of changes in the formal agreements in terms of student roles in governance or altered governance structures, in addition to formulating a preliminary perception of any changes in the bargaining relationship between the faculty and administration.

The second portion of the research design gathered more in depth information through a series of case studies. Kemerer and Baldridge, Aaron (1979) and Lee have all noted that content analysis of contract terms alone is not sufficient for a comprehensive understanding of the effects of collective bargaining. Lee found "that governance in a unionized institution of higher education is affected by much more than the content of the union contract" (p. 307), "Because collective bargaining is a dynamic social process, it is heavily dependent upon the characteristics of the individuals involved, the specific nature of the conflict, and the norms and values held by faculty and administrators prior to unionization" (p. 327). One means of countering the weaknesses of applying content analysis alone is through the utilization of a qualitative methodology, such as field work, case studies, etc., which can provide "information relevant to the various
attitudinal, situational, and environmental factors" (Filstead, 1971, p. 7). Selltiz, et al., state that through a case study, "one attempts to obtain sufficient information to characterize and explain both the unique features of the case being studied and those which it has in common with other cases (p. 98).

The case study portion, then, was constructed to evaluate the type of bargaining relationship which had developed at selected institutions during the negotiation of successive contracts, how that relationship came about, and to determine the perceived effects of negotiated governance provisions on student participation in institutional decision making. Gathering the data necessary to meet these goals was accomplished through assessment of relevant documents, including faculty handbooks and by-laws, senate and committee minutes, and campus and local newspaper accounts, followed by in depth interviews with key participants. Interviews were chosen as the major data gathering method during the case studies because they "permit probing into the content and reasons for answers to questions" (Kerlinger, p. 480). Four semi-structured interview schedules were developed and reviewed by the research committee. (Appendixes A-D) These schedules contained open-ended questions designed to provide a frame of reference, but allowing the respondent freedom in offering an answer to the questions (p. 483). This approach lets "the interviewer teach [the investigator] what the problem, the question, the situation, is" (Dexter, 1970, p. 5) rather than constraining the respondent through a standardized interview format. Becker noted that statements from
group members about events which have occurred, or are in process, "cannot be taken at face value; nor can they be dismissed as valueless" (1971, p. 192). The accuracy of these respondent accounts were, therefore, checked through interviews with a variety of individuals on each campus in order to permit comparison of different perspectives and develop a reasonable assessment of individual biases among the subjects.

Interviews conducted at each of the four campuses being studied involved from nine to eleven individuals. The subjects included senior administration members, faculty governance and union leaders, members of both bargaining teams, and student government officers. In addition, an effort was made to ensure that individuals in each group were included who covered the entire span of time since bargaining began until the present. In the case of students who were unlikely to have been present on campus the entire eight to ten year period, past student government officers from the early years of faculty unionization were contacted and interviews arranged whenever possible. (A list of interview subjects at each campus is contained in Appendix E.) After obtaining written permission from each subject, interviews were tape recorded to ensure the most accurate collection of responses to the interview schedule. On-site interviews were completed in May and June, 1979, with each campus visit lasting between two and three days. In several cases, scheduling conflicts prohibited completion of all interviews during this period. Telephone interviews were, therefore,
arranged during the fall of 1979 to complete the case study portion of the investigation.

By combining contract analysis and case study research, a broad range of complementary data was gathered. The collective bargaining contracts provided clear evidence of the formal parameters of the bargaining relationship between the faculty and administration. It also demonstrated the range of provisions contained in the agreements and indicated to what extent the scope of bargaining had changed since the initial negotiations. The case studies supplemented this information with a wealth of data pertaining to the perceptions of the actual participants. Their views, in response to the interview schedules, permitted an assessment of the bargaining relationship between the parties, how that relationship affected the contracts which were ultimately approved, and the impacts of unionization upon governance. The combination of perspectives from students, faculty and administrators ensured that all three major campus constituencies were represented in the analysis of the perceived effects of unionization.

Population and Sample

In order to gain the longitudinal perspective noted in the theoretical framework, it was essential that institutions with a lengthy history of bargaining be selected for study. With that precondition in mind, the population for this investigation was defined as including those colleges and universities which had an elected faculty bargaining agent on campus prior to May, 1971, as identified
in *The Chronical of Higher Education* (May 10, 1972, p. 1). (Appendix F contains a complete list of institutions included.) This criterion permitted an analysis of contracts and impacts upon student participation in governance at institutions which have been involved in bargaining for at least eight years and, in some cases, ten years. Given the brief history of bargaining in four-year institutions, this was the longest time frame possible. Nineteen public and private colleges and universities were included in this group.

From this population, an initial sample of seven institutions was selected. The sample selection was not a random process, but was designed to focus the investigation upon a particular group of institutions. As an exploratory study, the research would not produce broad generalizations applicable to a wide range of institutions in any case, and attention was directed to a particular category of schools. The colleges and universities selected for study can generally be categorized as public comprehensives or public colleges. This classification encompasses institutions which typically stress undergraduate education with several masters degree programs or professional certificates, such as nursing or teacher preparation, and place little emphasis on faculty research (Baldridge, et al., p. 60). In many cases, these institutions developed from small state teachers colleges when higher education experienced rapid growth during the 1960's.
Beyond this general categorization, three specific criteria were utilized to determine which institutions from the population would be studied. These criteria were: 1) public support; 2) an emphasis on teaching at the undergraduate and/or master's level; and 3) a series of individual contracts as opposed to operating entirely under a broad, system-wide contract once a bargaining agent had been elected. These criteria were determined by a variety of factors. First, higher education bargaining is still primarily a public phenomenon. Unionized public institutions outweigh private ones in the four year sector by better than two to one (The Chronicle of Higher Education, July 7, 1980, p. 7). For that reason, it appeared that the efforts of this study would be most productive if oriented to the analysis of institutions in an area where bargaining was a more common occurrence. Further, state support implies a more stable, although definitely not solid, level of financial backing than that experienced by private colleges. Private institutions which rely heavily upon tuition and fee levels for a major proportion of their budgets are more susceptible to financial instability due to sudden and unexpected enrollment declines or energy cost increases. That potential instability injects another element into the bargaining picture which could have a major impact on the types of terms negotiated and the relationship between faculty unions and administrations in the private sector. Public institutions, while still susceptible to these same problems, are insulated somewhat from major disruptions by state revenues. With the complexities of faculty bargaining, it was judged advisable to simplify the study as much as possible.
Second, although any generalizations are necessarily very tentative in an exploratory study of this nature, it was felt that more similarities would be likely in the state supported institutions which emphasized bachelor and master degree work than in any other group. The private colleges encompassed a wide range of schools with varying emphases which could make comparisons between the cases difficult. A business college, technical institute, and a college of art would present such a diverse set of circumstances that the findings would not be applicable to any other institutions. Rutgers, the sole major research-oriented university in the population, was excluded for the same reason.

Third, institutions which were covered by a state-wide faculty contract, and had not negotiated any individual bargaining agreements, were not considered. Unique institutional characteristics and environments, which appear to be crucial to the bargaining relationship, might not be accurately reflected in a contract which is initially negotiated to encompass a large number of colleges and universities. The State University of New York, which includes 26 separate campuses, is an example of the complex situations which must be addressed in system-wide contracts. The impact of bargaining on student participation in governance would be difficult to assess in light of individual campus differences overlayed by a broad system contract.

Based upon these criteria, a sample of seven institutions was contacted initially. Copies of all bargaining agreements were
requested, from the initial document to the one currently in force. These contracts were then content analyzed and the preliminary results used to develop the interview schedules for the case study portion.

From the initial group of seven institutions, four were selected for in-depth case studies. This selection was determined by several factors. First, the availability of a complete set of contracts covering the entire history of bargaining was essential in order to assess changes resulting from the negotiation of a series of contracts and a maturing bargaining relationship. Administrators at two institutions were unable, or unwilling, to provide complete materials and those colleges were eliminated from further consideration. Second, the willingness of institutional representatives to permit further study was crucial in gaining access to the names of key participants. The provost or academic vice president was contacted by mail with a follow-up telephone conversation seeking permission to conduct on-campus interviews. (Appendix G contains a sample letter sent to the provosts.) Permission was denied at one college due to contract negotiations which were currently under way and a clear hesitancy to have an outside investigator present at that point. As a result of these exclusions, four colleges suitable and available for in-depth interviews were studied through the application of the case study phase.

**Data Analysis**

The data obtained through the content analysis of the contracts and from the case study interviews were analyzed and presented in several ways. The contracts were evaluated using a modified version
of the categories formulated by Andes (1973). (Appendix H contains a sample contract analysis worksheet.) Contract items of relevance to this study included, but were not limited to, provisions which: 1) recognize the right of faculty, administrators, and students to participate in institutional governance; 2) delineate a governance structure for the institution; 3) specifically include student representatives on senates or comparable institution wide governance bodies; 4) incorporate student input in faculty personnel decisions through mechanisms such as standardized evaluation of teaching instruments or participation in faculty selection decisions; 5) designate a role for students at the department, college, or institutional level in curriculum and academic policy determinations; and 6) mention students in any capacity. Over 1,300 pages of material contained in 16 separate documents were evaluated utilizing the contract analysis categories developed for this study. The results were summarized and presented using tables which demonstrated changes in contract terms over a succession of agreements and described whether a particular item was actually included in the document or simply referred to existing structures or policies. The basic data were then complemented by descriptions of actual contract terms whenever appropriate to convey the specific content of key provisions.

The results of the content analysis of the contracts provided the formal parameters of the extent of student participation in governance at each institution since bargaining between the faculty and administration began. The interview data and supplementary documents
were then summarized and presented in narrative format, guided by the theoretical framework of the study. The transcriptions of the interview tapes included over 200 pages of typed, single-spaced material. This information was analyzed to detect common themes, trends and the accuracy of perceptions between different subjects within each group of faculty, administrators and students. Responses were also checked between the three groups to determine if there were significant differences in view between, for example, faculty and administrators when describing the same events. Besides describing the interview results of the three constituencies on each campus, particular attention was devoted in the narrative summaries to information relevant to:

1. The atmosphere of both contract negotiations and campus operations during the administration of the agreement;

2. The relationship between the parties to bargaining and any changes which have occurred in that relationship over the years;

3. The types of provisions which were ultimately agreed upon regarding campus governance in general, and student participation in particular, and how those items were initially presented at the bargaining table;

4. Changes which have occurred in the broad campus governance structure as a result of bargaining;

5. Perceived impacts of those changes upon the level and extent of student participation;

6. The general attitudes of faculty, administrators and students toward the concept of student participation in governance; and

7. The overall effectiveness and importance of student input in institutional decision making.

After reviewing all of the information available from both phases of the study, a comparative analysis of the research findings was made
among the four institutions. Based upon that analysis, the original research questions posed for the study were reconsidered, in addition to the outcomes anticipated by the theoretical framework. The applicability and effectiveness of the research design were also assessed. Finally, the overall conclusions drawn from the study were presented and recommendations for future research offered.

Limitations

Two limitations were of primary concern in this research effort. First, as has been noted throughout, definitive results are unlikely to develop in any exploratory research. Since no hypotheses are being tested, the outcomes must necessarily be considered descriptive and utilized as a base upon which more rigorously controlled studies can build. A small sample of institutions analyzed through a case study approach can provide a wealth of very detailed data, but that data may prove to be applicable only to the particular settings in which they were obtained. Extrapolating any generalizations which result to a broader range of institutions, or even to other colleges and universities within the same general category, is a risky proposition at best. Only further research beyond the parameters of this investigation can begin to resolve this problem.

Second, investigator bias is a significant factor in interview and case study research. Vidich has noted that "complete and total neutrality is extremely difficult, if not impossible, to assume even where research considerations seem to demand it" (1971, p. 69).
Becker has also pointed out that a major problem in qualitative research is "to make sure that, whatever point of view we take, our research meets the standards of good scientific work, that our unavoidable sympathies do not render our results invalid" (1971, p. 23). Bias on the part of the researcher, then, can never be eliminated completely, but it can be controlled to a major extent. Close attention to the theoretical foundations of the study, adherence to the interview schedule, and careful validation of investigator perceptions through analysis of all available data can counteract individual biases to a certain degree. These considerations have consistently guided the design, conduct and evaluation of the study in an effort to negate bias on the part of the researcher as much as possible.
CHAPTER IV
INSTITUTION A

Background

Institution A is a medium sized university located in the midwest. It was founded in 1882 as a normal school emphasizing education and business programs and achieved university status in the state in 1959. A Master of Arts program in Education was first accredited in 1957, additional masters degree programs were added in 1967, a Specialist in Education was accredited in 1973 and a Doctor of Psychology authorized in 1976. Today coursework is offered through six schools including Education, Arts and Sciences, Fine and Applied Arts, Health, Physical Education and Recreation, Continuing Education and Community Services, and an Institute for Personal and Career Development designed to meet the needs of adult and non-traditional students. Within this diversity of offerings, however, the emphasis remains in the fields of Education and Arts and Sciences. Eighty-eight percent of the over 16,000 students are undergraduates. Of the 639 full time faculty, two-thirds hold a doctoral degree. The state provides more than $26,000,000 of the approximately $42,000,000 budget, but the institution is formally controlled by an independent board of trustees appointed by the governor.

The faculty union on campus, a National Educational Association (NEA) affiliate, has experienced considerable turmoil since winning
the first representation election by 18 votes in September, 1969. The association was opposed by the local AAUP chapter and faculty turnout in the election was light. As a result, a strong organization backed by a significant majority of faculty was lacking in the early years, leading to difficult relations with both the administration and non-union faculty. The first contract, covering 1970 and 1971 was negotiated in March, 1970 with all remaining contracts bargained for a three year period (1971-74, 1974-77, 1977-80).

Several key events in the institution's bargaining history are indicative of the type of turmoil experienced on campus. In 1973 a teaching effectiveness program involving faculty and student evaluation of teaching was jointly developed by the administration and faculty senate, without union participation. The union filed a grievance and later an unfair labor practice charge against the institution, claiming that such a program fell within their legitimate scope of bargaining as a working condition. The administration defended the action as a purely educational policy and the case was heard through several levels in the state employee relations system and the state courts. Each side won decisions at various levels until the state supreme court ultimately ruled in favor of the association in 1979. Confusion and disagreement over the scope of bargaining, then, weighed on both parties for almost six years until the question was finally resolved.

A similar conflict was occurring concurrently within the faculty itself during this period. During the negotiation of the 1974-77
contract, both parties agreed to the inclusion of an agency shop provision requiring faculty to pay either union dues or a comparable association service fee. Union organizers had repeatedly promised during the early years of bargaining that such a fee would never be negotiated. Faculty who were not union members were violently opposed to the requirement. A decertification effort was generated in 1974 and enough signatures were gathered to call for an election. The attempt was disallowed, however, by the state employee relations council due to a filing error in the petition. Even after this effort failed, 150 faculty refused to pay the fee and the association was forced to sue this group in civil court to obtain payment. The legitimacy of the fee was upheld by the court in 1976. These actions were at least partially responsible for a second decertification effort by disaffected faculty in 1977. An election was held, with the association retaining their representation rights by 60 votes.

This brief summary of the bargaining history at Institution A was important for several reasons. First, it clearly demonstrated the lack of a clear, strong voice on the part of the faculty association for the majority of its life. The turmoil within the faculty itself impeded the association's ability to forcefully press its demands at the bargaining table and during the daily administration of the contract. Second, it was also apparent that the administration had not fully accepted the role of the association in institutional affairs, as evidenced by the teaching effectiveness battle which was waged for such an extended period of time.
The effects of these factors on the development of the relationship between the parties, and the types of items included in the contract, were assessed in the contract analysis and case study portions of the study.

**Contract Analysis**

The analysis of the content of the four contracts negotiated at Institution A was informative mainly to the extent that very little was covered in the broad area of governance, and virtually no mention was made of any student roles in institutional decision making. As indicated in Table 1, content of relevance to this study was almost non-existent in many areas, and the only related topic which repeatedly drew attention at the bargaining table was in the realm of faculty personnel issues. The format of the four agreements was clearly established during the first series of negotiations and carried out in later bargaining. With that broad overview in mind, however, there were items of interest and importance in each contract which offered some insight into the bargaining relationship between the faculty association and the university.
Table 1
Analysis of Contract Terms at Institution A

Coding: "C" - item incorporated in contract
"R" - reference in contract to existing structures or practices
"S" - student involvement specified in contract

<table>
<thead>
<tr>
<th>Contract Item</th>
<th>Contract Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Governance Structures</td>
<td></td>
</tr>
<tr>
<td>1. Specification of a Campus-wide Body (e.g., Senate)</td>
<td>R</td>
</tr>
<tr>
<td>2. Specification of a School/College/Division Body</td>
<td></td>
</tr>
<tr>
<td>3. Specification of Department Bodies</td>
<td>C</td>
</tr>
<tr>
<td>4. Faculty Representation at Board of Trustee Level</td>
<td></td>
</tr>
<tr>
<td>5. Student Representation at Board of Trustee Level</td>
<td></td>
</tr>
<tr>
<td>Governance Activities</td>
<td></td>
</tr>
<tr>
<td>1. Personnel Policy Development</td>
<td>R</td>
</tr>
<tr>
<td>2. Class Scheduling</td>
<td></td>
</tr>
<tr>
<td>3. Long-range Planning</td>
<td>C</td>
</tr>
<tr>
<td>4. Short-range Planning</td>
<td></td>
</tr>
<tr>
<td>5. Calendar</td>
<td>C</td>
</tr>
<tr>
<td>6. Facility Planning</td>
<td>C</td>
</tr>
<tr>
<td>Academic Items</td>
<td></td>
</tr>
<tr>
<td>1. Course/Program Development</td>
<td>C</td>
</tr>
<tr>
<td>2. Curriculum</td>
<td></td>
</tr>
<tr>
<td>3. Teaching Load</td>
<td>C</td>
</tr>
<tr>
<td>4. Work Load</td>
<td>R</td>
</tr>
<tr>
<td>5. Class Size</td>
<td>C</td>
</tr>
<tr>
<td>6. Office Hours</td>
<td></td>
</tr>
<tr>
<td>7. Admission Requirements</td>
<td></td>
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<tr>
<td>8. Degree Requirements</td>
<td></td>
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<tr>
<td>9. Academic Performance Standards</td>
<td></td>
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<tr>
<td>10. Academic Discipline</td>
<td></td>
</tr>
<tr>
<td>Personnel Issues</td>
<td></td>
</tr>
<tr>
<td>1. Faculty Selection/Appointment</td>
<td>C</td>
</tr>
<tr>
<td>2. Faculty Reappointment/Renewal</td>
<td>R</td>
</tr>
<tr>
<td>3. Faculty Promotion</td>
<td>R</td>
</tr>
<tr>
<td>4. Tenure</td>
<td>R</td>
</tr>
<tr>
<td>5. Dismissal for Cause</td>
<td></td>
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<tr>
<td>6. Faculty Evaluation (Teaching)</td>
<td></td>
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<tr>
<td>8. Arbitration</td>
<td></td>
</tr>
<tr>
<td>9. Staff Reduction/Retrenchment</td>
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</tr>
</tbody>
</table>
In general terms, the major items included in the initial 1970-71 agreement covered association dues (but no agency fee), grievance procedures, compensation for extra duty such as off campus courses, leave policies, insurance and retirement benefits, salary levels, and promotion policies. The entire contract covered only 44 pages, including appendixes, and the focus on straightforward wage and working condition provisions was clear throughout the document. The only references to traditional governance structures or activities
were made in a superficial manner in two contexts. First, department involvement in faculty promotions was described in the statement, "Department members shall develop criteria for promotions which shall be recommended to the Dean of the School and the Provost" (1970 Agreement, p. 24). The extent of department autonomy was clearly specified in a later clause. "The criteria developed by department members will be reviewed by the Dean and the Provost and will be approved if found satisfactory" (p. 24). The final authority obviously rested with the administration in this area, as the "recommending" authority of the department was repeatedly specified. Second, the existing Faculty Senate was recognized as a separate entity in two Letters of Agreement attached as appendixes to the basic document. The senate was specified in these agreements as an appointing agency, along with the association and administration, in the formation of study committees to review sabatical leave and teaching load policies at the institution, and to recommend changes in existing practices where necessary. Beyond these limited considerations governance was not dealt with in the contract.

Students and their role in institutional decision making were not considered at any point in the contract. Students were mentioned a total of 12 times in the document, usually in the context of student loads in courses or the expectation that faculty would be available to students during office hours. The interests of the student constituency on campus were obviously not a major concern for either party in terms of including provisions about them.
The second contract, covering the years 1971-74, totaled only 38 pages and broke little new ground. The format and items developed for the first document obviously dominated consideration during negotiations, and the content remained heavily oriented toward traditional concerns about wages and fringe benefits. Several new sections dealing primarily with faculty personnel issues did begin to expand the union's influence in this realm, however. First, a provision for the establishment of "special conferences" between the university and association was included to allow for changes in current university policies during the life of the contract. The contract required agreement by both parties through a special conference before any alternations in institutional policies regarding "academic freedom, academic tenure, denial of reappointment and tenure, dates for notice of termination of probationary appointments, or dismissal for cause of tenured faculty" (1971-74, pp. 6-7) could occur. This approach acknowledged the validity of current practices developed prior to unionization, but also recognized the faculty's right to bargain over them in the future without including them in their entirety in the document. The possibility of expanded association influence in the future was apparent through this contract clause.

The second new section in the 1971-74 contract was a clearly defined consideration of departmental procedures. Each department was required to develop procedures for faculty participation in:

1. formulating the department's criteria for recommendations;
2. determine the recommendation of the department to the university; and
3. formulating, if the department desires, appeal mechanisms to be used within the department;

in the following areas: selection of new faculty; retention and termination of non-tenured faculty; tenure; promotions; teaching in summer sessions, spring sessions, off-campus and correspondence courses; and distribution of the department's professional development travel funds. (1971-74, pp. 10-11)

In contrast to the initial contract, these departmental procedures did not require specific approval of the dean or provost as the earlier criteria developed by departments for promotion did. Although the language of this section did not imply any desire by the association to expand into traditional governance concerns, the implication of developing strong faculty participation in policy decisions, beginning at the department level, pointed to a concern for governance issues. At the same time, the Academic Senate's role in governance was again considered in the contract. As was the case in the first contract, the senate was designated as an appointing body in the continuation of the study committee to consider institutional policy on teaching loads. It was apparent that a clear definition of appropriate roles for the union and traditional governance bodies was not in existence and had to be considered as questions arose.

Formal student roles in decision making were as conspicuously absent in this contract as they were in the first document. Students were mentioned only three times in the entire contract, and no recognition was given to their potential interest or involvement in
institutional policy development. Since governance issues of importance to faculty were not considered in the agreement, this lack of consideration for students was not surprising. After only one year of union experience, the focus of both faculty and administration representatives was still obviously upon the essential "bread and butter" issues.

The third negotiated agreement, for the years 1974-77, was as restricted in scope as the first two contracts. It totaled only 47 pages and dealt with similar issues although it did clarify the role of the University Senate in governance matters to some extent. The only new items in the agreement which were of relevance to this study included: 1) financial security provisions, 2) Faculty Handbook policies and 3) faculty evaluations. Of these, the requirement of agency shop fees and imposition of faculty evaluations without association approval were instructive only in terms of describing the bargaining relationship between the parties and the general bargaining environment. As noted earlier, the financial security provision evoked a strong, negative response from nonunion faculty, leading to an eventual decertification effort. Similarly, the faculty evaluation issue produced a lengthy legal confrontation between the association and the university. The effects of these two situations were assessed later in this chapter.

The inclusion of Faculty Handbook policies in the contract once again described the uncertain relationship between the senate and the
association. As a result of bargaining, personnel policies incorporated in the Faculty Handbook can "only be changed through the use of the same process which created them" (1974-77, p. 15). This process was predominantly that of the university governance system, and not union-administration negotiations. Reappointment, tenure, dismissal of tenured faculty, and departmental workload and scheduling policies developed by the University Senate were incorporated into the contract as previously written, and the association recognized the right of only the senate and traditional governance system to change them. This approach obviously restricted the administration's ability to arbitrarily alter policies which were of significant importance to the union. It also removed areas which would typically be considered reasonable working condition provisions from the direct control of the faculty union. The continued separation of union and governance authority found in the first two contracts was carried even further by this negotiated item. The legitimacy of the senate in personnel matters was also reinforced by inclusion of this provision. Not only were these policies covered in the Handbook subject to alteration through governance channels, but appeals related to these policies were required to go through different channels than the grievance procedure specified in the contract. The university appeals process which applied to matters of tenure, reappointment, and workload were determined solely by the senate and not by the association or administration. The concern about senate-association responsibilities and authority also provided a clear indication of student roles in
governance and negotiations. With care being taken to insure that faculty prerogatives were protected, either through the contract or the existing governance structure, students who were not involved in either decision making process were not considered for any role. Students were mentioned only twice in the entire contract and played no part in any area of policy development.

The final contract included in this study covered the years 1977-80. Although the document was lengthened considerably from its immediate predecessor (to 80 pages), the changes represented alterations in emphasis rather than specific content. The only significant new clause was a statement concerning management rights. After seven years of bargaining, the administration clearly specified that it "reserves and retains solely and exclusively all rights to manage, direct and supervise all work performed and retain solely its management rights and functions" (1977-80, p. 2). The intent to limit association prerogatives was apparent in the final section of this article. "These rights shall be exercised so as not to substantially expand responsibilities of the Bargaining Unit" (1977-80, p. 2).

The remaining changes in this contract indicated the continuing clarification of governance roles and administrative authority obvious in earlier agreements. For example, the reference to Faculty Handbook policies in the 1974 contract was deleted and tenure, promotion and reappointment policies were incorporated directly into the contract. These policies were also made subject to the negotiated grievance
procedure and arbitration rather than senate appeal processes. At the same time, the continued authority of the university senate in these matters was reaffirmed. "The parties agree to refer the issue of changing policies pertaining to tenure, promotion, or reappointment to the Academic Senate for its determination" (1977-80, p. 26). Implementation of any changes required affirmation by the association and administration, but the senate was the sole authority in determining the need for change. It was apparent in this clause that agreement between the bargaining parties to separate governance and union issues had been solidified.

Administrative authority was also reaffirmed in this agreement. The right of deans and the provost to approve departmental procedures in the areas of promotion, tenure and reappointment was first stated in the initial contract. This approval authority was not mentioned in succeeding agreements, but reappeared in the 1977-80 document in even stronger terms. "The procedures, criteria, and by-laws shall be subject to the approval of the Dean/Director and the Office of the Provost" (1977-80, p. 17). This authority, in conjunction with the management rights clause discussed earlier, was indicative of the administration's efforts to delineate the relative power of the parties.

Finally, student involvement in any fashion was no greater than in preceding agreements. Students were mentioned a total of six times, with no delineated role in decision making. This fact was
particularly interesting in light of the impact that student interests had on the actual negotiations. As a result of student government demands to be involved in bargaining, the association and administration agreed to negotiate in public and gave students access to either team for the purpose of providing information on items of concern to them. Bargaining was opened to reporters and the results of daily negotiations were reported by both the local papers and the student press. Even under these conditions, however, students fared no better in carving out a role for themselves in institutional decision making than they had in earlier contracts.

Document Review

A review of materials available in the university archives revealed only limited information relevant to this study. Three sources provided an indication of the history of bargaining and campus governance during the years of faculty unionization. First, the campus student newspaper coverage of unionization efforts and subsequent negotiations indicated a very low level of interest on the part of students. Union organization and the initial election were covered by the paper in a superficial manner, generally dealing with the essential facts of the events and with little assessment of the potential impact of bargaining on the institution. Faculty in support or opposition to unionization apparently utilized the publication as a forum for expressing their viewpoints, and letters to the editor from both sides were frequent during the organizational drive. There was little administration comment provided during this period, and at no point
was any definitive student editorial stance evident either for or against unionization. Coverage of world and national events such as Vietnam protests, Kent State, and similar issues predominated throughout the organizational stage of faculty unionization efforts.

Subsequent reporting over the period under study consistently showed a lack of interest in the bargaining process by students. Contract negotiations were duly reported, and the drive to decertify the association received some attention, but coverage was generally limited. Even during the open negotiations preceding the 1977-80 contract, when the press and public had access to the actual bargaining, the campus paper carried minimal copy about the process. Student reporters, and by implication the general student population, apparently had no major concerns about faculty-administration negotiations.

The second set of documents found in the archives were newspaper clippings from the local press relative to campus issues and, particularly, bargaining. The town paper was much more diligent in reporting on the unionization campaign, bargaining, and the decertification elections than the campus press had been. Faculty viewpoints regarding unionization and, later, decertification were consistently given detailed coverage, as were the positions of the faculty and administration during contract negotiations. The local paper assigned reporters to cover daily bargaining when the process was opened to the public and considerable space was devoted to this
topic. Overall, the coverage provided by the newspaper conveyed two distinct impressions about bargaining at Institution A. First, the division between faculty members about bargaining was deep-seated and antagonistic from the initial stages through the final decertification election. Faculty in favor and opposed to the association repeatedly state their positions in the press, and it was evident that the association never obtained a strong, unified backing from the faculty for most of the period under study. The effects of this division are considered later in this chapter.

Second, the faculty and administration relationship during the first several contracts was not particularly cordial. The need to delineate areas of authority by both parties was reflected in the coverage by the press and the positions of each were clearly stated. The strong impression created by the review of this material was that grudging recognition at best existed between the parties. The accuracy of this judgment was assessed further in the interview portion of the case study and the implications of such a relationship are considered at that point.

The final set of documents studied related to campus governance structures during the early and later years of bargaining. The Faculty Handbook of 1971-72 specified a comprehensive governance organization designed along traditional lines. The Academic Senate was charged to:

Consider any matter relevant to the general welfare of the Faculty and will receive, render advice, or otherwise act
upon all such matters referred to it by the President of the University; Administrative Officers and Department Chairmen; Administrative Boards, Committees, and Councils; Senate Committees; Schools; Departments; Student Senate; and faculty members of the University.

Define functions and establish and discharge Senate Committees dealing with academic matters. The Senate may establish any committee it deems appropriate.

Deliberate and legislate upon matters of concern to the Faculty, involving students, staff, instruction, financial policies, University planning, and University organization when related to academic affairs. (Faculty Handbook, 1971-72, p. 21).

This body, composed of the president, vice-presidents, deans, representatives from each department on a proportional basis, and six students elected by the Student Senate, was organized with a broad committee structure. Standing committees covered areas ranging from academic admissions, standards, honors and degrees to faculty-administration relations and financial policies. Ad hoc committees considered subjects such as faculty and student participation in the selection of administrators, departmental evaluation and teaching effectiveness.

This governance structure, which had been in place prior to faculty unionization, provided the mechanism for participative decision making by administrators, faculty, and students on campus. The structure itself implied no judgment of the effectiveness of campus groups in directing university affairs, but at a minimum the framework was present for traditional governance activities. The effect of unionization upon this structure was assessed through
comparison with the current organization of the senate and its subordinate bodies. The current Faculty Handbook described essentially the same structure as in 1971-72. Membership on the senate itself remained constant as did most committee memberships with a few minor changes. The committee structure dealt with many of the same areas, and the charge of the senate quoted above was exactly the same.

Outwardly, then, unionization of the faculty had little direct impact upon the governance structure of the institution. Obviously there were areas of interaction between the senate and union, as witnessed by the legal dispute over the teaching effectiveness program developed by the senate, but unionization did not result in the dismantling of the governance system.

In summary, the document review provided an indication of the interest and involvement of students in the bargaining process, the relationship between faculty groups and between the union and administration, and the effect of bargaining on the governance structure. These indications, however, provided few conclusive arguments about the impact of bargaining upon faculty governance or student involvement in the process. Substantiation of the impressions created by a review of the archives rested with the interview data gathered from campus faculty, administrators and students.

**Interview Results - Faculty**

Before reviewing the results of the interviews with faculty members, a brief consideration of the personal backgrounds of the
individuals involved was necessary. At this particular institution, faculty members who were key actors in bargaining and governance also held a variety of positions outside the faculty ranks. Two of the faculty members, who have since become members of the union bargaining team and leaders within the faculty, held administrative positions during the early years of bargaining. One individual served as an associate dean of one of the larger colleges, while the other held a vice president's position and was actually a member of the first administration bargaining team. A third faculty member was president of the local AAUP chapter which actively opposed the organization of the union, and has since served as chairman of the Academic Senate. These varied backgrounds and perspectives lent increased significance to the consistent viewpoints expressed by the faculty who were interviewed.

The faculty as a group were unanimous in characterizing the relationship between the union and administration during bargaining as terrible. From their perspective, adversarial relationships and a constant power struggle were the predominant focus during every set of negotiations. Two factors accounted for this relationship. First, the administration apparently perceived the association as a direct threat to their ability to manage the institution and actively opposed union initiatives. The president spoke out against the union during organization efforts, and strongly encouraged faculty not to vote for the union. Once unionization became a fact of life, the struggle for dominance continued, as the protracted court fight over teaching
effectiveness demonstrated. Faculty felt that the administration did not accept the legitimacy of the union and, even after ten years, was still hesitant to find a way of working with it in a cooperative rather than adversarial manner.

The second factor which played a major role in the poor relationship was the division within the faculty itself about the union. The acrimonious nature of the split in the faculty ranks was clearly demonstrated by the two attempts at decertification and the need for the union to sue faculty members to force payment of the collective bargaining fee when the agency shop provision was negotiated into the contract. This division within the faculty added to the reluctance on the administration's part to recognize the union as the legitimate voice of all the faculty. Since the union was viewed as a struggling organization which could not command the allegiance of more than a simple majority of its members, the administration was under little compulsion to respond to union demands. All of the faculty who were interviewed felt that the internal difficulties of the union stiffened the resistance of the administration during bargaining.

During the life of the various contracts, the relationship between the parties was only marginally better. While the faculty perceived some periods of cooperation, the overall feeling was almost as adversarial as the actual negotiations. Changes in the administration, and the appointment of a new president, did alter the sense of conflict somewhat, but the ability to work together in implementing
contract provisions was not achieved on a consistent basis. As was the case during bargaining, the administration was viewed as being careful to protect its prerogatives unless forced to change, as in the teaching effectiveness struggle.

Since the relationship between the parties had been consistently adversarial, faculty were hesitant to predict a change in the future. Although they were hopeful that cooperation would develop, no one was willing to describe the administration's attitude as becoming more positive. The resolution of the legal conflict concerning faculty evaluations and the end to decertification efforts were seen as giving the union a legitimacy it had never had before, and this solid basis could lead to a more productive partnership. From a faculty perspective, at least, the opportunity was present. They were not willing to state that the administration shared this perception, however.

The types of items negotiated in the various contracts reflected the negative relationship and the need for the faculty to seek protection of their basic interests in a legally enforceable document. Early items of importance to the faculty were primarily economic. Salary negotiations were predominant faculty concerns during early bargaining, followed by benefit packages and, later on, personnel issues such as promotion and tenure. As a result, governance issues played little part in union negotiating plans. The governance structure as a whole was unaffected by the various contracts, and the
bargaining team members expressed little interest in incorporating broad governance issues in the agreement. Union members saw a positive relationship between faculty decision making and union needs, and looked for increased cooperation as long as there was no intrusion into each other's role. The disagreement over the senate's teaching effectiveness program was viewed as an administration-union conflict rather than an union-governance issue. In general, faculty saw traditional governance as being strengthened by unionization. This outcome was more a side effect of bargaining than a conscious effort on the part of the union leadership, however. Several faculty stated that the administration had intentionally invested more influence and authority in the Academic Senate, for example, as one means of combating union initiatives at the bargaining table. As a result, the senate was perceived as a stronger organization at this point than it had been when bargaining was initiated.

Because governance issues had not been a major concern for the union, and no structural changes had resulted in the system for institutional decision making, the faculty felt that students had not been affected by bargaining. The numbers and types of student representation on various governance bodies remained essentially the same as prior to unionization, as noted earlier. The students continued to have the opportunity to participate in institutional decision making at virtually every level, from the department upward, but faculty generally described the utilization of those opportunities as minimal. Since the end of the student protest period, interest on the part of
students in governance issues generally had declined. Faculty members who were interviewed saw no reason to concern themselves with increased student involvement in decision making unless that situation changed. The overall attitude appeared to be that students did have a role to play in governance, but it was not the faculty's responsibility to encourage or guarantee that role. If faculty governance issues were not to be included in the contract, there was no reason for bargaining team members to even consider a student part in the agreement. This issue had not even been raised to date and no one expected to do so in the future.

One final area about which faculty were questioned concerned student involvement in bargaining itself. Since bargaining could have an impact upon student involvement in governance, their interest in the negotiation process was viewed as one more means of measuring student concern about institutional decision making. At this particular university, students had apparently affected the bargaining process in several ways. During the preparations for the negotiation of the third contract, there was pressure from several student government leaders to participate at the table. The union initially opposed this proposal and the administration supported a student role. Union leaders perceived this as essentially an effort on the administration's part to develop support for their positions, and countered with the suggestion that five students be seated on each team. They also announced their intention to submit items for bargaining relating specifically to student interests, such as student management of the
campus union and bookstore. At that point the administration dropped its efforts to include students and bargaining proceeded without them.

A second effect of student interest in negotiations occurred during the bargaining of the final contract. Another group of student government officers again pressed for a role at the table, with the result that both the union and administration agreed to open bargaining to the public. One faculty member stated that the criticism faculty received during earlier sessions led them to feel that opening up bargaining would improve general public relations and, at the same time, defuse student demands. Apparently the administration agreed, with the result that the open negotiations again excluded students from the table.

Three facts were apparent from faculty comments regarding these student efforts to become involved in negotiations. First, at least some students perceived unionization as inimical to their interests and wanted a voice during negotiations. Second, faculty generally were not in favor of student participation at the table and, in the case of the third contract, proposed student involvement only as a countermove to administration initiatives. Finally, several union leaders indicated that general student interest in the union, negotiations and governance was not widespread. The efforts of student government leaders to become involved sprang from the interest of several individuals who had taken the time to inform themselves about faculty unions and did not reflect any general desire within the broad
student body. The importance of individual student government officers taking the initiative in the area of bargaining was clear.

In summary, the faculty interviews produced several distinct themes. First, the relationship between the parties to bargaining was adversarial from the beginning, and even after ten years showed few concrete signs of improvement. Second, governance issues were not a focus of bargaining, and if faculty involvement in institutional decision making was altered at all, it was strengthened as a side effect of negotiations. Third, students had not been affected either positively or negatively by bargaining in terms of their level of involvement in traditional governance activities. Finally, a few student leaders had made an impact on the negotiation process, but their actions did not represent a significant level of interest by students in either governance or union issues.

**Interview Results - Administration**

As in the case of the faculty members who were interviewed, administration leaders brought a wide variety of views about union-administration relationships to the discussion. The current vice-president for administration was one of the initial members of the union when the faculty first organized, and has since been closely involved in the daily administration of the union contract. Another individual contacted had chaired or served on every administration bargaining team since the original negotiations. The attorney for the institution added a distinctly different perception of the past ten
years of union activity by focusing primarily on the legal issues and ramifications of bargaining. Finally, a former student at the time of union recognition, who currently held an administrative assignment with the university, brought yet another viewpoint to the subject. This mix of backgrounds, plus others, resulted in a broad and occasionally contradictory perspectives during the interviews.

In describing the relationship between the union and institution during negotiations, administration leaders presented widely divergent assessments. Descriptions ranged from "stand-offish" and "suspicious" to "extremely favorable compared to other institutions". In general, however, most of the subjects recognized that the relationship had not been particularly positive for most of the union's lifetime. The lack of unanimity among the faculty was seen as one cause of this situation, coupled with the institution's hesitancy to deal with a union at all. One administrator admitted that the university had supported decertification efforts by some faculty to the extent permitted under the law, and noted that over the entire period of unionization there had always been some area of the relationship in question. Both the decertification efforts and the legal confrontation over the teaching effectiveness issue prevented a conflict-free relationship from developing. Another factor involved was also the lack of continuity within the union itself. Since union officers and bargaining team members changed frequently, there was little opportunity to develop long standing personal relationships between the representatives of each side. In addition, the faculty members did not have
the opportunity to develop a strong foundation in bargaining techniques and information. The "professional" negotiator found in industry was not present on the faculty side of the table, which made negotiations and the entire relationship more difficult according to the administrators.

Although administrators did not typically describe the relationship as positive, there was a common feeling that it would improve. Relations outside the bargaining process during the life of the contract were described as somewhat better between the parties, and there was a recognition that the resolution of the court case and decertification efforts would permit the development of less adversarial contacts. Several people indicated that both sides were getting better at dealing with an organized faculty and a contractual agreement and they felt that this expertise would lead to increased cooperation. Antagonism toward the union still existed, however, and the sense that the university had nothing to gain and everything to lose in the relationship was clearly stated by one bargaining team member.

The types of issues covered during bargaining did not regularly elicit different responses from the parties at the table, according to the administration bargaining team members. Essentially the same items were covered in successive contracts, and the degree of conflict or cooperation which resulted from the consideration of particular terms was not viewed as a product of the type of item involved.
Economic provisions were as hard fought as noneconomic ones, such as teaching effectiveness or promotion. From an administration perspective, each side was viewed as possessing items that were more important than others at a particular time, but no pattern of increased cooperation had developed in any broad area. The continued reluctance of the administration to recognize the legitimacy of the union might have accounted for this pattern, although no one specifically identified this factor as a cause of the adversarial nature of the relationship.

Consistent with the faculty views, the administrators identified economic issues as the primary emphasis of early bargaining, in addition to the need of the union to obtain an agreement of any kind. Avoidance of consideration of governance matters was a significant priority for the administrative team in both early and later bargaining, although this area was not apparently a major emphasis for the union. Later agreements with the union were seen as essentially clarifications of the first contract. The content remained essentially the same and the crucial issues for both parties were relatively constant, with both sides focusing on the clear definition of roles and responsibilities for each party within the framework of earlier agreements. The inclusion of a management rights clause in the most recent agreement was viewed as a logical extension of this approach, even though it was a crucial issue for the administration. The general assessment that the scope of bargaining was continually increasing with each contract resulted from this clarification.
process rather than the consideration of totally new items. Almost
every administrator predicted that this progression would continue in
the future, and no one anticipated major shifts in focus during the
next series of negotiations. If anything, the bargaining team members
expressed optimism about this fact since they viewed the increased
definition of items as one means of clearly defining future roles for
the faculty and administration and eliminating confusion which had
existed in the past. One team member expressed the fear that the
union would continually chip away at administrative prerogatives in
this way until they, in effect, achieved veto power on a variety of
issues. This view was not a major concern for most of the admin­
istrators who were interviewed.

The careful separation of governance and union powers in every
contract had resulted in a stronger governance structure from an
administrative perspective. Although the university had consciously
sought to keep governance issues such as curriculum and academic
affairs away from the table, there was also a feeling that faculty
similarly distinguished a clear line between senate prerogatives and
those of the union. The administration representatives felt that
faculty wanted the senate to succeed as much as they did, and there
was little disagreement on this subject, even if the senate was tech­
nically an agent of the institution's governing board. The senate, as
a result of its inclusion in several contracts, was strengthened by
both unionization and the efforts of the board of regents to legiti­
mize its activities by supporting the recommendations it produced.
The conscious effort to maintain governance issues on a different plane was evident by the willingness of both parties to involve senate leaders in the development of promotion and tenure policies when those items were first discussed at the bargaining table. This approach, according to one administrator, led directly to the inclusion of the senate in the contract as the agency charged with the development of promotion and tenure policies. As a result of these actions, administration officials perceived a strengthened role for faculty in institutional governance because of the union.

In terms of student participation in governance, administrators shared the same perception as the faculty: namely, that unionization had produced no changes in the level or types of student involvement. Several subjects described the firm commitment the institution had made to seek student input in governance matters, but the commonly held opinion was that students were not a force in decision making. The only significant level of student involvement occurred at the department level, and even that was haphazard at best since each department was responsible for setting up its own procedures to ensure student participation. In general, students were viewed as uninformed about campus issues and apathetic toward playing a role unless there was a clear issue that directly affected them. Even in that setting, however, administrators indicated that students would have little impact on any decision. That fact led several people to comment that the interests of students had not suffered since the faculty organized, but they also had not improved. Even the formalization of
a student role in governance by inclusion of the senate in the contract (since students were represented on that body) was described as an insignificant achievement for the students because it occurred for reasons totally unrelated to student wishes.

The inclusion of students in the actual bargaining process was similarly the result of efforts by faculty and administrators to strengthen their own positions at the table. Comments about the involvement of student government officers during the negotiation sessions indicated that the administrators viewed the request as simply reflective of a faculty attempt to bring pressure to bear on the administration. During the negotiation of early contracts, student demands to be included elicited various proposals from both sides concerning student representatives on each team, liaison relationships, etc., but all of these approaches were ultimately dropped by mutual agreement of the bargaining teams. Even the decision to open bargaining to the press during the final contract negotiations was described as primarily a political and public relations tactic. The chairman of the administration bargaining team stated that they knew the administration would be criticized for turning down the proposal once it was made by the faculty. Since it defused the issue with the faculty, and also solved the "student relations problem," the university agreed to open up the process. He personally felt that the union was surprised when the administration agreed and were trapped at that point whether they actually wanted negotiations to be open or not. From these comments, it seemed apparent that
student involvement in bargaining was not a major concern for the administration beyond its use as a way to bring pressure to bear on the union. There was certainly no inherent commitment to student participation involved in the decisions about student roles during negotiations.

In reviewing of the major findings of the administration interviews, it was clear that the perceptions of the faculty were not significantly different from those of the administrators. The relationship between the parties was recognized as an antagonistic one, both during negotiations and the life of the contract. The administration held a more positive outlook for future relationships than the faculty had, but that prediction has not been borne out to this point. Second, governance had not been a concern during bargaining, other than in the need to keep that area outside of union negotiations. The strengthening of the senate as a side effect of unionization was a positive product of bargaining which had led to greater faculty participation in decision making. Third, students had not been affected by unionization in terms of their involvement in governance. Student apathy was described as the major limiting factor in their participation in decision making and nothing done by the faculty or administration was viewed as having any impact upon that problem. Last, administrators felt no compulsion to involve students in bargaining. The "student issue" was utilized to counteract faculty initiatives rather than as a product of any belief in the right of students to take part in the process.
Interview Results - Students

The student government leaders interviewed for the study provided a totally different perspective from that of any other participants. Although no students who were contacted were enrolled during the early years of bargaining, they could represent student views during six of the ten years under consideration. One past student president was present on campus during the decertification efforts and the open bargaining which occurred in the most recent negotiations. The present student leaders were in a position to describe the current views of the student body, and also reflect on any ongoing efforts to involve students in institutional decision making. As a result, the student interviews contained information of definite value to the study, even though several student leaders from the early 1970's could not be located.

From a student perspective, the presence of a faculty union had led to no significant changes in the governance structure over the years and had not altered the level of student participation in decision making. Both past and present leaders recognized that opportunities for student involvement existed, and continued to exist, but that students themselves were the biggest problem. Apathy on the part of the student body apparently was a greater cause of limited participation than anything else. This problem was viewed as much more severe during the middle 1970's, but it was still a source of difficulty for the current leadership in government. It was possible to get students involved with governance if someone actively recruited
volunteers, but the initiative seldom came from the students themselves. The feeling that "students were not there to run the institution" and that their "political power was nil" accurately described the attitude of the majority of the study body throughout the decade when bargaining was occurring on campus. As a result, most students had very little knowledge or interest in union and governance activities, and the present student leadership had developed almost no contacts with the faculty association. Several individual student leaders in the past had taken a personal interest in union-administration issues and developed a reasonable working knowledge of the process, but their efforts to become active participants in bargaining and governance did not reflect the interests of the majority of their peers. The best that student leaders could say for student involvement in governance during the period under study was that the opportunity existed but was not utilized to any great extent.

The attitudes of faculty and administrators concerning student involvement in governance were perceived in somewhat different veins by present and past student leaders. The current office holders felt that most faculty were concerned about students' opinions and supportive of them. In a similar way, the administration was viewed as very receptive to students, listening to their views on the President's Advisory Council and maintaining a positive rapport. A past leader took a much more cynical approach, however. He described the faculty as positive toward students and supportive of their goals only so long as student involvement did not interfere with faculty concerns. The
administration was perceived as somewhat afraid of students and desirous of keeping them in their place. The ultimate conclusion this individual reached concerning student participation in governance was that it was allowed, but that students, in reality, had little impact on decisions unless a large-scale demonstration was involved.

Student involvement in bargaining was viewed as an unimportant issue by most student leaders. The students in general did not care, and faculty and administrators were interested in the possibility only in terms of leverage to be gained over the other party. A student effort to send several representatives to a national seminar on collective bargaining produced little interest, and the general student body was characterized by its leaders as woefully uninformed about faculty unions. There was thus no major thrust for any type of student role in the process, and the present student leaders foresaw no need to even consider the possibility.

The general impression gained from the student interviews was one of an almost complete lack of concern for significant involvement in either governance or the negotiation process on the part of the student body. Although students could participate at most levels of the governance structure if they desired to, that option was seldom exercised. For that reason, bargaining had apparently had no impact on student participation. Apathy was the major force involved and nothing that occurred at the bargaining table had any appreciable impact on students from their point of view.
Analysis of Data

The various portions of the case study conducted at Institution A indicated a consistent pattern throughout. Faculty unionization had no significant effect upon student participation in institutional governance. The history of bargaining at the university described a pattern of adversarial relationships between the faculty and administration which had remained essentially unchanged over a period of ten years. The relationship had been characterized by decertification efforts and a major court case which reflected the continuing conflict between the parties to bargaining. Throughout this time, student involvement and interest in the bargaining process had been minimal. There also had been no impact upon the level of participation students had achieved in the campus governance structure prior to the beginning of bargaining.

The contract analysis provided the most conclusive evidence of the lack of impact upon student involvement by virtue of the limited consideration of governance issues in any of the four documents. All of the contracts focused on basic salary and personnel issues, such as promotion, tenure, reappointment, and dismissal. Governance structures or activities were mentioned most often by reference to current practices or the pre-existing structure, rights and responsibilities were considered only superficially, and student involvement in any of these areas was nonexistent. The contract analysis clearly demonstrated that the actual negotiation process had no effect upon student involvement in governance, in either a positive or negative direction.
Bargaining resulted in no changes in the overall governance structure at the institution, and therefore produced no changes in formal student participation.

A review of available documents produced little conclusive evidence of relevance to the study. Campus and local newspaper coverage of the organizational phase of unionization and subsequent negotiations suggested only that the local paper was much more diligent in its reporting than was the student press. The lack of detailed coverage by the campus paper provided an indication that general student interest in the faculty union issue was very low, but little could be concluded beyond that inference. In a similar way, the review of faculty handbooks which described the governance structure of the institution over the years offered only an indication of the effects of bargaining. The governance structure described in the 1971-72 Handbook was essentially the same as that found in the latest one. Obviously unionization had not altered the organization of institutional decision making in any significant way. That did not necessarily mean that power or authority over governance matters had not changed. Increasing union influence could lead to a situation where the traditional means of faculty participation in governance remained the same, but with considerably reduced impact. Any student involvement in the governance structure would, as a result, be rendered less important also. The document review, and particularly the Faculty Handbooks, suggested that no change occurred, but the proof of
that implication lay in the results of the interview data collected from faculty, administrators and students.

Information gained from the interviews conducted with faculty, administrators and students confirmed the impression created by the other portions of the study. Both the faculty and administrators characterized the relationship between the parties to bargaining as an adversarial one, which could improve with time but had not begun to do so. Governance was not viewed as an important focus of negotiations beyond a shared desire on both parts to keep traditional governance structures and issues outside the scope of the union and administration relationship. If governance activities and organization were strengthened over the first ten years of bargaining, it was purely a side effect. As a result of this separation of governance and union concerns, everyone interviewed indicated that bargaining had no impact at all on the level or type of student involvement in institutional decision making. Even the student government leaders stated that apathy on the part of the student body was a much more significant determinant of how, or even if, students participated in governance than union negotiations had been. While several student leaders had attempted to become involved in negotiations, these efforts were a reflection of individual needs rather than an indication of any general concern about governance or union issues. Clearly, faculty unionization and subsequent negotiations over a ten year period had no impact upon student participation in governance.
The conclusion that bargaining had not affected student involvement in decision making was also consistent with the theoretical framework provided by the work of Harbison and Coleman and Walton and McKersie. Harbison and Coleman's description of an armed truce relationship between the parties to bargaining accurately captured the approach with which the faculty and administration at Institution A had dealt with each other since bargaining began. An armed truce relationship is one in which "both parties are convinced that their major goals are in conflict and that their common interests are confined to quite narrow areas" (1951, pp. 20-21). The administration clearly viewed the union as a necessary evil, and sought to protect its prerogatives by limiting the scope of bargaining. The adversarial relationship described in the interviews was a concrete example of the belief that both sides viewed their goals as being in conflict. The protracted court battle over faculty and student evaluation of teaching effectiveness was further evidence of the administration's desire to maintain their authority in the management of the institution, while the faculty union sought to expand its role. In order to establish and solidify its legitimacy, the union frequently challenged the administration, both during negotiations and throughout the life of the various contracts. It was obvious throughout the data gathered during the case study that power relationships, another characteristic of an armed truce, were the controlling factor in faculty-administration negotiations. The willingness of both parties to utilize the threat of student involvement at the bargaining table,
which ultimately led to open bargaining over the final contract, was indicative of attempts to bring any source of influence to bear during negotiations. Finally, armed truce relationships are characterized by a continuing rivalry between the union and management for the loyalty of the workers. The two decertification movements experienced at Institution A, while not openly supported by the administration, were certainly received with at least tacit approval. There was no clearer indication of the struggle for the loyalty of the faculty than the formal efforts to eliminate the union as the authorized bargaining agent.

The presence of an armed truce relationship between the parties over the ten year period of the study was also consistent with the type of bargaining which occurred, as described by Walton and McKersie (1965). Distributive bargaining, which is a set of activities "instrumental to the attainment of one party's goals when they are in basic conflict with those of the other party" (p. 4) was characteristic in the armed truce relationship. The competition between often mutually exclusive goals, such as expanding union influence versus maintaining administrative prerogatives, was readily apparent in the case of Institution A. Further, the types of issues covered during bargaining at this university fell clearly within the realm of distributive bargaining. Walton and McKersie described quantitative issues, such as salary, benefits, or discipline and discharge policies as providing a greater potential for conflict than more qualitative issues might (pp. 18-19). As the contract analysis indicated and the
interviews confirmed, the scope of bargaining at Institution A had been primarily confined to concerns relating to wages and personnel policies. These types of items lent themselves to distributive bargaining since they were readily perceived as win-lose propositions by both parties during negotiations. The fact that a mutual, if unstated, attempt was made by both sides to keep more qualitative areas like governance outside of the negotiation process restricted the opportunity for the integration of goals and the creation of win-win outcomes. Pure power processes determined what types of contract terms would be negotiated and which side of the table would predominate on any given item. The theoretical description of distributive bargaining provided by Walton and McKersie offered an accurate explanation of the type of negotiations which occurred at Institution A. Taken in conjunction with the armed truce relationship described earlier, the theoretical framework used in the study offered several obvious applications to the effects of faculty bargaining upon student participation in governance at Institution A.

The presence of an armed truce relationship and distributive bargaining are common occurrences during the early years of bargaining in many organizations. The lack of experience in formalized labor relationships and the need for both sides to assert their power readily produce an antagonism which is difficult to overcome. Time, more experience, and a developing trust level between the parties can alter the relationship and bargaining style, but that had not yet occurred at Institution A. Both faculty and administrators indicated
that they were hopeful such a change would come about, but it had not happened during the first ten years of negotiations. As a result, the parties to bargaining had not gone beyond consideration of the more quantitative issues covered in the initial contracts. This fact had significant implications for the lack of any apparent impact by the bargaining process upon student participation in governance.

Because the union and administration had not even attempted to consider governance-related issues during negotiations, there was no motivation, or even opportunity, to consider student involvement in institutional decision making. Students were legally uninvolved in bargaining and certainly did not wield any significant influence during the negotiation process. The bargaining, which focused almost completely upon maximizing the gains and minimizing the losses for each side, by nature excluded from consideration the concerns of a mostly uninterested third party. This outcome was consistent with the situation anticipated by the theoretical framework of the study. An armed truce and distributive bargaining would, in most cases, have little impact upon governance structure or processes in general, and even less upon formalized means for students to participate. The decertification efforts and court battle had maintained an adversarial atmosphere between the parties. The possibility that a maturing bargaining relationship would produce increased openness, consideration of qualitative issues like governance, and a potential opportunity for consideration of student involvement in governance, had not been realized. As a result, the case study provided no
evidence of any impact of faculty collective bargaining upon student participation in governance, either positively or negatively.

In formal terms, the negotiated contracts essentially did not address the issue of governance. From a less structured perspective, that of actual involvement in governance by students, a similar conclusion was reached. Due to apathy on the part of students, the opportunities for involvement which did exist were not utilized. Collective bargaining did not have any effect upon student apathy. Even when individual student leaders attempted to become involved in bargaining or have their concerns addressed, the general student body exhibited little apparent interest. By the student's own accounts, bargaining had not reduced their involvement in institutional decision making. There simply was no impact at all.

**Summary**

The case study and contract analysis conducted at Institution A produced no evidence of any positive or negative impacts of faculty collective bargaining upon student participation in governance. An adversarial, armed truce relationship combined with distributive bargaining effectively restricted the scope of negotiations to financial and working condition items. Governance was kept outside of the bargaining relationship by mutual agreement of both sides. As a result, none of the interview participants described any changes in the governance structure or student opportunities to participate because of faculty unionization.
CHAPTER V

INSTITUTION B

Background

Institution B is a medium sized, public institution located 30 miles from a major metropolitan area in the same state as Institution A. It was founded in 1957 as a result of a bequest to one of the existing state universities for the establishment of a new campus, and enrolled its first student class of 570 in 1959. The institution was originally governed by the board of trustees of the parent university, but was essentially operated as an autonomous unit after the first several years. In 1970 the state legislature granted the university its independence and established a separate eight member board of trustees appointed by the governor. Current enrollment is approximately 11,000, with almost 8,000 full time undergraduate students. Ninety percent of each year's freshman class is drawn from the three counties surrounding the institution, with the vast majority attending as commuter students since campus housing accommodates only 1,550 people.

Course work is offered in more than 70 undergraduate majors; there are 23 masters degree programs, and a Ph.D. is available in two subject areas, reading and systems engineering. The largest undergraduate unit is the College of Arts and Sciences. Degrees are also granted through the Schools of Economics and Management, Education,
Engineering, Nursing, the Center for Health Sciences, and the Center for General and Career Studies, which focuses on programs for non-traditional learning. Graduate programs were first made available in 1965 and the first doctoral program was started in 1971. Approximately 78 percent of the full-time instructors possess a doctoral degree, and the faculty numbers almost 450.

The faculty association on campus is an affiliate of the American Association of University Professors. This organization, which was not heavily involved in faculty unionization efforts in the early 1970's, was chosen by the faculty of Institution B specifically for that reason. The faculty as a group were satisfied with the governance structure present at the university, and wanted an agent which would respect traditional governance roles while striving to improve economic and working conditions for the faculty. The AAUP was apparently selected with little overt conflict among the faculty during the representation election which was held in the 1970-71 school year.

The response of the institution's administration to the selection of a bargaining agent was one of anger and betrayal. There was limited comprehension evident of the reasons behind the faculty decision to unionize, and considerable resistance by senior administrators to the concept of collective bargaining in a higher education setting. These attitudes produced an extremely antagonistic atmosphere during the first set of negotiations, which ultimately led to a two day strike during the fall semester, 1971. As a result, the first
contract was not ratified and accepted by both parties until November 12, 1971. This first agreement, for 1971-72, set the stage for later contracts and established a pattern of one year terms. Successive contracts were negotiated for 1972-73, 1973-74, 1974-75, and 1975-76.

The final contract included in this study altered the earlier pattern by covering a three year term, from 1976-79. The acceptance of this agreement by both parties was preceded by a three day strike at the beginning of the fall semester, 1976. Economic issues were apparently the focus of the deadlock in negotiations, but coincidentally the university calendar called for classes to begin three days prior to the long Labor Day Weekend. As a result, the strike eliminated attendance during a period which many faculty felt was unproductive anyway because of the three day weekend. In response to the strike, the administration initiated legal proceedings to obtain an injunction which would force the faculty back to work. The student government had concurrently hired legal counsel to explore the possibilities of obtaining an injunction and both parties ultimately joined forces, with considerable hesitancy on the students' part. No injunction was granted since the judge presiding in the case directed the association and administration to conduct further negotiations before he would make a ruling in the matter. The resulting bargaining produced an agreement and legal proceedings were dropped at that point.

During this strike, the student government also played a key role as an information clearinghouse. The student leaders took the
position that everyone in the administration was working, all the offices were open, and the only function which was not occurring was the faculty member standing in front of the classroom, teaching. For that reason, they developed a list of classes which were meeting and which faculty members were at work, and distributed it to anyone who asked. At least one member of the faculty bargaining team attempted to convince the student government officers that the administration was responsible for the strike and asked them not to publicize information about faculty who were working. The administration, on the other hand, was tacitly supportive of the students' efforts, since it supported their contention that the university was still open and functional. In the long run, the information available through the student government was more accurate than that provided by either of the parties to bargaining and the students became the primary resource when calls were received by the campus switchboard, rumor line, or administrative offices. Although there was no way to assess the ultimate impact of student involvement in the injunction proceedings, or as an information clearinghouse during the strike, they obviously played a part in the proceedings. The fact that both the faculty and administration reacted to student efforts, both during and after the strike, indicated that the students did have some influence in that particular setting.

This short review of institutional background indicated several factors of relevance to the study. First, the selection of the AAUP as the bargaining agent, and the desire by the faculty to avoid
governance issues, was a significant indication of the type of contract terms which were included during bargaining. The contract analysis which follows focused on whether this initial intention was carried out through all six contracts included in the study. Second, the negative response of the administration to bargaining initially, and the two strikes, provided evidence of an antagonistic relationship throughout most of the history of bargaining. The case study interviews with faculty, administrators and students explored this area in depth. Finally, the interest and involvement of students in bargaining, as evidenced by their actions during the second strike, was also considered in the interview portion.

Contract Analysis

Analysis of the six contracts negotiated at Institution B between 1971 and 1979 indicated a predominance of concern regarding personnel and compensation issues, to the detriment of most other areas. Traditional governance structures and activities, academic concerns and student affairs were mentioned in a limited fashion in some or all of the contracts, but the obvious focus was upon wages and conditions of employment. As Table 2 demonstrates, contract terms of direct relevance to this study were often not included. At the same time, enough tangential references to governance in general were available to establish the intent of the parties to bargaining in this area. The implications of this approach to negotiations were explored further in the interview portion of the study. An assessment of the articles included in each of the six contracts provided a basis for
understanding the relationships between the parties to bargaining and the impact, if any, of negotiations upon student involvement in governance.
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The first contract, which covered the years 1971-72, established the important emphases of the negotiations. The general provisions of the agreement included association and management rights, compensation and fringe benefits, grievance procedures, leave policies, procedural standards in faculty dismissal proceedings, and a past practices clause. The document contained only 45 pages, with almost half dedicated to four areas: leave policies, procedural standards for faculty dismissals, grievance procedures and compensation. Absolutely no mention was made of the existing governance structure and no articles were included which delineated such a structure. Similarly, traditional governance activities were generally not included, except for inclusion of the institutional calendar. The only mention of governance was included in a consideration of department chairperson rights and responsibilities, which stated:

The following existing rights, privileges and responsibilities...shall not be abrogated or changed by either party without mutual consent: (a) the rights, privileges and responsibilities associated with the office of department chairman in the internal organization and governance of academic departments and in representing the interests of the department in relations with school, college and university. (1971-72, p. 21)

Obviously the first series of negotiations had little or no impact on governance in a formal way since the bargaining produced no alterations in existing structures or activities.

Academic issues in the contract were limited to two areas, student-faculty ratios and office hours, both of which were also clearly conditions of employment. Curriculum, course and program
development, and academic standards were not mentioned at all. Personnel issues, on the other hand, were covered comprehensively. Faculty selection, appointment, promotion, tenure, dismissal, grievances and arbitration were all included in the contract terms through two basic approaches. First, past practices in appointment, reappointment and tenure were specifically incorporated in the document. Second, these items and others were supported by frequent reference to the 1940 AAUP Statement of Principles on Academic Freedom and Tenure and the 1958 AAUP and Association of American Colleges Statement on Procedural Standards in Faculty Dismissal Proceedings. The latter document, in fact, was included in the contract in its entirety as Appendix A of the agreement. The influence of the AAUP as the bargaining agent for the faculty at Institution B was readily apparent in these contract terms. The only provisions which did not reference either past practices or AAUP statements in the personnel area were those defining the grievance and arbitration procedures.

Financial items included in the initial contract focused on wages and benefits, including leave with pay, various insurance programs and retirement plans. A basic minimum salary scale was delineated, plus multiplication factors for each department and a merit factor to be assigned for each faculty member. Extra duty pay rates (for chairmen or summer teaching) were also outlined in the agreement. Although funding for salaries and benefits was obviously dependent to some extent on legislative appropriations, as is the case in any public institution, no mention of this influence was made in the agreement.
Article VIII, Compensation, simply stated: Members of the bargaining unit shall receive salaries and other monetary compensation as provided in Appendix B" (p. 8).

Rights and responsibilities for both parties were outlined in the agreement. The association rights were generally concerned with non-discrimination against association members, membership lists, dues deductions (but no agency fee), use of facilities and office space. Again, reference was made to the 1940 Statement of Principles of Academic Freedom and Tenure of the American Association of University Professors, which both parties agreed to honor. Professional responsibilities of faculty were also listed in the agreement, including teaching and research, with additional responsibilities noted in the areas of advising, keeping regular office hours, registration, committee work and attendance at academic functions such as commencement (pp. 8-9). While these rights and responsibilities were fairly specific, the management rights clause was all-encompassing. The university management article stated that Institution B has the legal responsibility and, subject to the terms of this agreement, the right to manage its operations, including but not limited to the right to (a) hire, assign, promote, schedule, discipline and discharge faculty members; (b) determine and schedule the academic year; (c) locate or relocate its physical facilities and equipment; (d) control all of its property. (p. 20)

In terms of student concerns and involvement in governance, there was virtually nothing included. Students were referred to a total of seven times in the agreement, and only then in the context of keeping
office hours at times convenient to the students, etc. As far as the contract was concerned, students had absolutely no role in decision making. Whether or not this exclusion was a change in existing practice prior to bargaining, or simply reflected the status quo, was assessed in the document review and interview portions of the study.

In general, the first contract was indicative of three things. First, governance was not considered during bargaining, or at least, not included in the final agreement. Second, the obvious focus of both parties was on wages and conditions of employment. And finally, students were nonentities in the contract. These conclusions provided an initial assessment that negotiations had little or no impact upon the level or type of student involvement in governance. If the governance structure was not altered in any way, and student roles were not mentioned, it seemed evident that bargaining neither helped nor hindered student participation in decision making. The content analysis of the 1971-72 contract provided a baseline against which any later effects could be measured.

The 1972-73 contract was essentially a restatement of the earlier agreement. The only new items included in the contract dealt with policies concerning outside professional work, an expanded description of faculty travel policies, and the application of arbitration procedures in the event of a deadlock during bargaining. Two appendixes provided the first references to the existing governance structure and the relationship of that structure to the bargaining process. First,
the University Senate was given the responsibility "for recommending specific dates of the university calendar to the President" (1972-73, p. 45). This was the first time that the senate was identified in either contract, and represented a change from the earlier, specific, calendar negotiated in the initial agreement. Second, both parties requested the University Tenure and Appointment Policy Committee, an existing governance body, to develop proposals for the restructuring of that group. Ratification of the resulting proposal by a majority of the faculty (but not either party to bargaining) would lead to adoption of a new structure for the committee. No indication was made regarding how such a restructuring was to occur or why it was necessary. An obvious attempt was being made to alter an existing structure, even though the outcome was not subject to negotiation at the table.

These two appendices provided conflicting evidence in the governance area. On the one hand, an existing body was legitimized by formal recognition of the senate's responsibility to develop the calendar, within certain parameters. On the other, the Tenure and Appointment Committee was asked to restructure itself. No change was made during bargaining, but the implication was clear that a need had been recognized during negotiations to encourage a change. The second contract thus had no significant impact upon governance, but it did make the point for the first time that governance and collective bargaining somehow impinged upon each other.
Students fared no better under the second agreement than they did in the first. In a slightly longer document (53 pages), students were mentioned only ten times, and then only superficially. The precedents established by the original contract continued to hold sway in this area, as in almost all of the others.

The 1973-74 contract was again similar to the previous one, primarily due to the negotiated agreement found in earlier contracts to restrict bargaining. Negotiations concerning "monetary and economic items which include, but are not limited to, items of salaries, supplies and services, work load, and student-faculty ratio" (1972-73, p. 28) were allowed. In addition, each side could open one additional article of the agreement. As a result, there was little significant change beyond salary scales. The appendix regarding the restructuring of the tenure and appointment policy committee was dropped and new appendixes added concerning professional development periods for librarians and faculty salary options. Beyond these changes, there were no new conditions of relevance to the study. Governance and students each received little attention in the document.

In the negotiations which produced the 1974-75 agreement considerable new ground was broken, although the basic format and approach of earlier documents was followed. The document grew in length to 75 pages, primarily through the addition of two completely new articles. The bulk of the new material was concerned with faculty employment and tenure, the creation of bodies to deal with these
issues, and the procedures to be followed. For the first time, faculty members were specified "the right to make recommendations concerning the initial employment of colleagues" (1974-75, p. 6). Each department was also authorized to create its own procedures for developing these recommendations. Obviously these recommendations and procedures, or something similar, had been in operation in the past. Inclusion in the contract for the first time raised them to a formal, legal standing that had not been present before. A considerable amount of detail was added to the agreement as a result. Specific qualifications were listed for each academic rank and related to the term of initial employment, subsequent contract lengths, and the point at which tenure must be granted or the individual refused re-employment. In the case of tenured employment, a similar schedule was established.

In accordance with this employment schedule, a detailed re-employment, promotion and tenure review process was established. The authority of the administration was clearly reaffirmed in this section of the contract. "[Institution B] shall, subject to the provisions set forth herein, decide as to whether a faculty member shall be re-employed, promoted, and/or tenured. [Institution B] shall make all decisions at the designated points in the following process which shall be known as the Tenure Review Process" (p. 10). Further, "Each academic unit shall submit for [Institution B's] approval a statement of the faculty review procedures which it proposes to use in the Tenure Review Process" (p. 12). These statements, although consistent
with earlier management rights clauses, did not detract from the considerable alterations in the involvement of the faculty in personnel decisions. Every faculty rank had a clearly defined schedule for determining first re-employment and subsequent re-employsments, both with and without promotion and tenure. Since these rigorous and detailed policies had never been included in the agreement before, the faculty association had evidently expanded its influence considerably.

The significance of this change in the contract was indicated by the establishment of faculty decision making bodies to implement the procedures. As Table 2 indicates, governance bodies were created at the campus wide, school or college, and department levels. First, each department and school or college elected a Committee on Appointment and Promotion (CAP) to which the administration appointed one nonvoting member. This body was charged with the responsibility for the preparation of policies and procedures to be used by that unit in preparing the initial recommendations concerning appointment, re-employment and promotion. The CAP also made the early assessments of a faculty member's qualifications for the personnel actions listed above. In the case of several of the smaller academic units, CAPs were formed on a school level, rather than at the department, although department faculty were still involved in the personnel process.

Second, a Faculty Re-employment and Promotions Committee (FRPC) was created. The FRPC consisted of one tenured faculty representative elected from each college or school, and five members selected at
large. The responsibility for the election of these representatives was assigned to the Elections Committee of the University Senate. The FRPC served as a review and recommending body for personnel decisions made by the university. After a CAP had completed its review and made a recommendation to the Dean concerning re-employment, the administration made a decision in each faculty member's case. If the faculty member or the Association "is aggrieved by the decision" (p. 17), they may within five days demand that the case be reviewed by the FRPC. The FRPC reviewed the matter and submitted a recommendation with supporting materials to the administration for a second decision. In the case of re-employment with tenure, the CAP recommended directly to the FRPC which reviewed materials submitted to it and made the initial recommendation to the administration "as to whether the faculty member should be re-employed with tenure, re-employed with tenure and promoted, or not re-employed" (p. 18).

Finally, a procedure for the appointment of Tenure Review Commissions (TRC) was established. TRC's were three member commissions composed of one member selected by the Association, one by the administration and one member selected jointly by the original two appointees. A new TRC was formed for each case, since it was responsible only for dealing with a tenure decision reached by the administration which the Association wished to grieve. FRPC recommendations and administration decisions regarding tenure were not grievable by the faculty member alone, but had to be presented by the association. The TRC gathered the necessary evidence and rendered a
decision by majority vote concerning the granting of tenure. This decision was binding on both the association and the institution.

The impact of the negotiated Tenure Review Process upon existing decision making structures was explicitly stated in the contract. The University Tenure and Appointment Policy Committee was abolished and all past practices, committees, and procedures in conflict with the contract were eliminated. Obviously the bargaining process was beginning to have a significant effect upon the way the faculty and institution had traditionally governed themselves. It was impossible to determine whether the resulting changes had positive or negative effects upon faculty involvement in decision making, but the processes had clearly been altered in the area of personnel decisions.

In a similar fashion, the negotiation of the 1974-75 contract also produced a new set of procedures for dealing with the issues of layoffs and recalls. A completely new article was added to the contract to describe the processes to be utilized in making layoff and recall decisions. These processes related directly to the Tenure Review Process described above, since they utilized some of the same bodies. The institution notified the association and members of the affected academic unit when layoffs would occur. The tenured faculty members of the unit then submitted a recommendation to the administration concerning the order of layoffs within and between the seniority and tenure categories established by the contract. If the administration wished to modify the layoff plan developed by the
faculty, it submitted its proposed plan to the FRPC for review and comment. The FRPC then recommended a layoff plan and the administration made a final decision. Even though the ultimate decision authority still rested with the institution, the inclusion of formal contract terms specifying the type of involvement faculty would have in layoff and recall decisions was a major change in the governance process. Not only were the faculty included in the decision making process but the guidelines for how decisions would be made were formalized for apparently the first time. This new article did not replace any existing practice or procedure so the bargaining apparently entered completely new territory when this issue was addressed.

The final important changes in the contract related to the alterations already noted. First, the FRPC was included in the Discipline and Discharge provisions of the agreement. Upon notification to a faculty member that his/her performance was deficient, the corrections to be made, and penalties if corrective action was not sufficient, either the institution or the faculty member was specified the right to ask the FRPC to review the case. The FRPC would then report on the validity of the stated deficiency, the potential for the suggested corrective actions to remove the deficiency, and the appropriateness of the proposed penalties. As in the case of layoffs and recalls, the structure developed to deal with re-employment, promotion and tenure also interacted with policies negotiated earlier concerning discipline and discharge.
Second, in order to implement all of the changes created by the new Tenure Review Process, a Tenure Implementation Schedule was included as an appendix to the agreement. This schedule delineated the ways in which faculty members should be included in the review process and phased in the new provisions in an orderly fashion.

In summary, the 1974-75 contract expanded the influence of the bargaining process considerably in areas relative to personnel policies. New structures and procedures were included which considerably broadened the association's involvement compared to previous contracts. Decisions and recommendations which in the past were the prerogative of either the governance structure or the administration were specified through negotiations with an obvious increase in influence flowing to the faculty association. All of these changes apparently had little impact upon students. Since personnel decisions seldom involved students anyway, it was not surprising that no mention of students was made in any of the new contract terms. The total student mentions in this agreement did not change from the 1973-74 agreement, and continue to be restricted to the same areas as in the past. Even though significant alterations in governance occurred, there was no evidence that these changes had any effect at all upon the level or type of involvement students had in decision making at Institution B.

The fifth contract, covering 1975-76, reverted to the early form of breaking little new ground. The major changes negotiated in the
previous agreement were all continued, and only three new items or alterations were found. First, association security was enhanced by the negotiation of an agency fee. Any faculty member who was included in the bargaining unit was required to either "become a member of the Association or to tender to the Association a sum equivalent to the initiation fees and periodic dues uniformly required for the acquisition and retention of Association membership" (p. 4). Failure to pay dues or the agency fee would result in written warning from the association followed by suspension from employment for a period of four days with equivalent loss of salary.

Second, the layoff and recall provisions were defined in much greater detail than in the previous document. The circumstances under which layoffs could occur, computation instructions for determining appropriate Full-Time Equivalent Ratios before layoff provisions could take effect, and a procedure for reducing all full time faculty members' salaries in extreme cases were all included in the contract. The basic procedures to be followed once layoffs were determined to be necessary remained essentially the same. The changes clearly restricted the administration's freedom to declare a financial emergency and layoff faculty members in comparison to the approach used when the layoff and recall article was first included.

Finally, this contract was the first one in several years which placed no restrictions upon the reopening of bargaining at the end of the contract period. Previous agreements, as noted earlier, limited
subsequent negotiations to reopening on economic issues and one article of each party's choice, with the exception of the 1974-75 contract which was open to bargaining on most articles, but still excluded some items. The 1975-76 contract, on the other hand, contained no limitations and was strictly a one year agreement.

Beyond these three alterations, there were no items of relevance to the study. Governance and student involvement remained outside the agreement to the extent that their status, or nonstatus, in the contract was no different from the preceding year. The best conclusion which could be drawn from the analysis of this contract was that the association was continuing to expand its influence. The agency fee provision gave the association much more financial security and greater control over bargaining unit members. The specification of more detailed layoff procedures further restricted the institution's prerogatives in determining financial exigency and retrenching without association involvement. The net result was a more potent faculty association.

The final agreement included in the study covered the years 1976-79. This was the first multi-year contract negotiated by the parties, but it covered essentially the same material. There were necessary modifications in salary and compensation terms because of the extended period covered by the contract and some alterations in the formulas for calculating the need for layoffs. The penalty for failure to pay dues or agency fees was stiffened somewhat at the same
time. The only changes of importance involved the FRPC and the University Senate. In regard to the FRPC, the composition of the group was altered, with representation apparently reflecting the size of the schools or colleges involved. The faculty association also took over the responsibility for conducting the FRPC elections which had been managed by the Senate Elections Committee previously.

The senate received attention in the agreement in several ways. As a part of the layoff procedure, the contract specified that "the faculty, through appropriate formal consultative processes such as the University Senate, shall have the opportunity to offer advice on the educational impact of the proposed layoffs, and may propose different layoff plans or other alternatives thereto" (p. 32). An appendix to the contract further stated, "It is agreed that the reference to the University Senate in paragraph 47 is not intended by the parties to be interpreted as a statement concerning whatever status, duties, responsibilities or rights are vested in the University Senate" (p. 74). An obvious effort was made not to restrict the senate by its inclusion in the layoff process. This effort was supported by a provision in the appendix which made any senate action or recommendation on layoffs nongrievable under the contract. The continued separation of senate and association duties and functions was continued by these clauses, even though obvious areas of interaction existed. The fact that both parties agreed to the need for a disclaimer regarding prerogatives vested in the senate suggested a continued sensitivity to preserving existing governance structures. Student participation in these
structures was not affected any more than it was in previous documents since they were not even mentioned.

Document Review

The university archives proved to be exceedingly limited in materials relevant to the organization and conduct of faculty bargaining at the Institution. A number of the interview participants were able to provide several documents which did bear on the study, however. The current constitution of the University Senate provided one measure of the role and function of traditional governance structures on campus. Under the article entitled, "Power and Responsibilities", the senate was charged to:

i. be responsible for consideration of university academic policies, including the establishment of degrees and the general requirements within which the organized faculties of the university shall devise degree programs, and other academic programs sponsored by the university;

ii. recommend to the President candidates for undergraduate degrees in course, and candidates for university honors;

iii. advise the President in all matters he wishes to bring before it;

iv. have the right to initiate proposals on all matters relevant to the general welfare of the university;

v. have the right to be consulted on all matters of academic importance to the university;

vi. approve, disapprove and make recommendations regarding the constitutions proposed by the various organized faculties of the university;

vii. receive reports of the actions taken by the organized faculties and, where appropriate, approve or disapprove or make recommendations regarding such actions. (Senate Constitution, 1977, p. 2)

The key items, numbers iv and v, were particularly relevant since they were general enough to cover virtually anything which occurred at the institution. This was significant in light of the fact that the
constitution had been approved by the Board of Trustees six years after bargaining had begun. Evidently, there was a desire on the part of both faculty and administration to keep the senate functional and co-existent with the faculty association. Since the faculty organization had by this time bargained for the agency fee and enlisted every faculty member, at least to the extent of paying either dues or a fee, it was interesting to note that the faculty themselves ratified such a broad range of powers in the constitution. There was certainly no apparent attempt made to restrict the authority of the senate.

The senate was structured to include 47 senators. Thirty-three were faculty members, two administrative and professional staff, three students, six ex-officio members with voting rights (primarily the deans and provost), and three senators to be appointed by the president. The organization was predominantly a faculty group although most constituencies on campus were represented. This broad representation was continued in the composition of the standing committees of the senate. The ten committees covered areas ranging from academic planning and policy to campus development and environment, and generally had faculty, students and administration represented. The ratio of various groups on each committee was almost equal but faculty members usually held more seats than either the students or administration (Charges and Memberships of Standing Committees, 1979). In any case, the students were well represented within the committee structure and at least had a voice in the senate.
The University Congress (student government) constitution also indicated an awareness of student concerns in institutional governance. This document, approved by the trustees, empowered the Congress to:

"i. have the right to initiate proposals or make recommendations to the University President or any other appropriate agency of the University on all matters relevant to the general welfare of the University; and...

iv. share with the University Senate the responsibility for consideration of University policy in areas which involve both academic and student life concerns. (Congress Constitution, 1977, p. 2)

In addition to power over solely student life issues, these clauses provided the opportunity for student input and involvement in virtually all institutional decision making. The student government was also responsible for the appointment of student representatives to all senate and other committees. Again, in light of the formal bargaining relationship, access to governance activities was legitimized for students by trustee approval of the constitution.

Three other documents were obtained which effectively portrayed the student government view of the faculty bargaining process. In a proposal to both bargaining team chairmen, the student government president noted:

Though the student voice in the University Senate may be numerically insignificant, the students have the opportunity to voice opinion in matters that affect their education. The potential to remove many issues from the University Senate to the bargaining table is not an unrealistic possibility. The ambiguity of the law could very well
provide the mechanism for this. To this date, there has not been a major instance of "atrophy," but the potential is there nonetheless. (Memorandum, 8/15/75)

He then went on to discuss the feasibility of placing two students as silent observers to the bargaining process who could provide input to both teams outside of the actual negotiations. This proposal was rejected by both sides but it did indicate two important issues. First, the student leadership recognized that the first four years of bargaining had not reduced student involvement in governance. Second, the potential for such an impact was readily apparent to the students, who were actively searching for a mechanism by which they could influence the process before adverse results occurred.

These issues reappeared in student government documents three years later. Another student leader again proposed a silent observer role for students during negotiations after providing a fairly comprehensive review of the literature regarding student involvement in higher education bargaining (Memorandum, 1978). This proposal was also rejected, but a liaison relationship was established between the students and both bargaining teams. As a result, student views on a variety of issues under consideration at the table were presented to both teams. The positions advocated by the student president ranged from the cost of the contract to student input in tenure and promotion reviews. (Memorandum, 1978). If nothing else, the student government leaders over a period of four years demonstrated a solid understanding of the bargaining process and continued concern that negotiations could harm their interests. Whether these perceptions were shared by
the rest of the student body was indiscernable, but at least the leadership was making efforts to become involved.

In summary, the review of available documents provided an indication that bargaining had not adversely affected either institutional governance or student participation in that process. The materials were so limited in quantity that it was difficult to draw any definite conclusions. The interview portion of the case study explored these issues in greater depth.

**Interview Results - Faculty**

The individual faculty members who were interviewed at Institution B had a wealth of experience in governance and union activities to lend to the study. Every one had served in the negotiation process at some point, including multiple terms on the negotiating team, the position of chief negotiator, membership on the bargaining council or involvement in the initial contract talks. In addition, several had been elected to the senate, and one individual had been president of the campus chapter of the AAUP prior to the advent of unionization. As a result, each was well qualified to comment on the history and current status of negotiations at the institution.

The faculty consistently described the early bargaining relationship between the association and the administration as extremely poor. From their perspective, there was considerable resistance to unionization on the part of the administration. The president actively encouraged faculty to vote against unionization during the
representation election and most administrators did not seem to understand why faculty would do such a thing. One faculty member described the administration's reaction as one of betrayal, which led to name-calling and denigrating the faculty. Several individuals also mentioned one of the deans as being particularly bitter about the union, to the point that ten years later he was still telling candidates for faculty positions how terrible the union was. The unanimous feeling was that the relationship had been negative from the start, had continued to be adversarial during each succeeding set of negotiations, and was not dramatically better at the present time. This conflict resulted in two strikes, which one individual characterized as contests to see "just how far you can go...and who's toughest." Since the first five contracts were all one year agreements, this adversarial relationship did not change much, whether negotiations were actually going on or not. There was apparently no time for tempers to cool and insults, whether real or imagined, to fade from memory before the negotiations started on the next agreement.

The signing of a three year agreement altered attitudes somewhat from the faculty perspective. Administering the contract appeared to be less threatening to both sides since bargaining was not going on at the same time. In addition, the faculty felt that some administrators were finally beginning to accept the union and were attempting to work with it rather than fighting it at all times. Although the relationship was still adversarial, at least a few
administrators were viewed as making an effort to accomplish constructive ends through bargaining. No one was inclined to suggest that a spirit of cooperation was likely to occur in the immediate future, however.

The type of relationship which existed over the years did not seem to be affected by the particular items which were presented at the table. Negotiations were toughest in the early years over economic issues, but personnel concerns such as promotion, tenure and layoffs elicited much the same response. One factor in this regard seemed to be the process of actually writing everything down. A member of an early bargaining team stated that having to put everything down on paper forced both sides to recognize that neither had all the rights and prerogatives they had assumed they did. Faculty were surprised that they had no inherent legal right to be involved in personnel decisions, while the administration resented being forced to negotiate over such issues. In any case, the scope of bargaining was essentially determined by the first contract and no one predicted that it would change in the future. Economic and working condition issues, such as the personnel policies discussed in the contract analysis, were the primary focus of the faculty.

The approach to bargaining was influenced in part by the selection of the AAUP as the bargaining agent. For several of the interview participants, the choice of the AAUP was based on the recognition that it was not a union in the industrial sense of the term. They
wanted to maintain traditional governance structures and activities and felt that they could do so with AAUP. The only reason anyone mentioned for bargaining over governance matters would be to strengthen the senate by forcing the trustees to respond to Senate recommendations and give it the power to decide academic questions, rather than always recommending action to the administration. For the most part, however, the respondents felt that governance was strong prior to unionization, that union and governance activities should remain separate, and that the majority of both faculty and administrators shared these views. Another factor related to these perceptions was the overlap between governance and union membership. Since many faculty were AAUP members prior to unionization and were involved in governance, there was little internal conflict when essentially the same group became active in bargaining. In other words, there was no separation of the faculty into union and governance camps. This unity had helped keep governance matters outside of bargaining, with the result that the structure of governance had not been altered by negotiations. One faculty member indicated that the character or mood of governance was different under unionization, since there were two focal points for faculty (the union and senate) rather than one. This was not perceived to be a negative impact.

Because no changes were identified in the governance structure, the faculty could not see any negative effects upon student involvement in decision making. At the lower levels of the structure, student participation on committees seemed to vary depending on the
department. Some departments with active student groups, usually based on academic majors, had a high degree of input and involvement, while others had very little. The same effect was noted at the school or college level, although student participation in the senate was apparently reasonably good. This active involvement seemed to be motivated by strong student leadership. Several of the faculty members described the current student president as very effective in motivating students to become involved. Because she pushed for participation, the opportunities to exert influence on decisions were being utilized by students. The faculty saw this as a response to positive leadership more than any major movement on the part of the student body as a whole.

In general, the faculty were supportive of student involvement in governance, including participation in promotion and tenure reviews. With one exception, all of the faculty felt that a student voice in the senate and other bodies was important and they would continue to seek it. Students, from their view, tended to be active or inactive to much the same extent as faculty members since a minority always took part while the majority of either group tended not to get involved. Student input was seen as valuable in most decisions, even if the students did not possess a great deal of influence. This feeling did not extend to student involvement in collective bargaining, however. None of the faculty were enthusiastic about the prospect of a student sitting at the bargaining table, regardless of how hard the students pushed for such a role. The complications of
triplarite negotiations outweighed whatever benefits might occur from having direct student comments on issues of importance to them. Given the unanimous nature of this response, the possibility of any active student role in negotiations seemed exceedingly remote.

To review the results of the faculty interviews, three basic conclusions were identified. First, the relationship between the parties had been adversarial and continued to be that way. The overt conflict between the two sides had cooled somewhat with the negotiation of a three year contract, but the adversarial relationship still existed. Second, due to a conscious effort to separate governance and union issues, the governance structure had not been altered by bargaining. As a result, student participation had not been affected either. Finally, the participation and influence of students in decision making was affected more by effective student leadership than any other factor. Faculty members were supportive of student input, but the level of involvement varied across the campus depending upon whether students were actively encouraged to seek participatory roles.

Interview Results - Administration

The administrators who agreed to participate in the interviews had over 40 years of combined experience at Institution B and all could speak knowledgeably about the period covered in the study. This group of individuals included the provost, who had never served on the bargaining team, but had chaired several bargaining councils which
formulated policy for the negotiators. Also included were the chief negotiator for the administration on the first contract and the individual who was responsible for chairing the last two sets of negotiations. The accounts provided by this group showed considerable consistency of perceptions, lending credibility to the responses they gave to the interview questions.

All of the administrators characterized the bargaining relationship during negotiations as terrible. Attitudes were negative on both sides, and "everybody was at everybody else's throats." This pattern continued through every set of negotiations and also affected the periods when actual negotiations were not taking place. One of the primary causes of this adversarial relationship, in the administrators' view, was the series of one year contracts. They repeatedly said it seemed like they were always negotiating or preparing to negotiate, to the point that "teachers didn't teach and administrators didn't administrate." In addition, by one account, the administration did not believe that unionization was an effective way to manage a university. This attitude obviously had an effect on the relationship between the parties. The AAUP was also accused of not knowing what bargaining was really about and that it frequently confused Board of Trustee policy issues with working conditions. To some extent during the early years this confusion was heightened by a lack of clarity regarding the responsibilities of the AAUP as a professional organization as opposed to a bargaining agent. It was readily apparent from these descriptions that the administrators did
not view their actions or attitudes as being responsible for the negative, adversarial relationship which resulted.

An improvement in the relationship did occur after the three year agreement was approved, mainly because it allowed all of the parties to move away from actual negotiations and re-establish a more normal working relationship. The administrators indicated that the administration was adjusting to the presence of the union, the AAUP was clarifying its own goals, and the union leadership was becoming more effective. All of the administrators expressed a fear that the relationship would deteriorate in the future, however, because they understood that the union preferred to return to one year contracts, primarily for economic reasons. If this occurred, the clear implication was that the old pattern would reassert itself.

Given the general negative relationship between the parties, bargaining over particular items did not seem to have any significant effect. Every issue was the subject of considerable disagreement, particularly since the administration had initially hoped to severely restrict bagaining. The chief negotiator for the first contract indicated that the administration's ideal agreement would have been based on the Rutgers model, which at the time totalled one page. When the faculty placed a broad range of issues on the table, the antagonism between the sides increased considerably. Economic issues did produce one strike but for reasons mainly beyond the bargaining table. The Board of Trustees at one point became adamant, according to one of the
negotiators, that the institution would not be the trailblazing university in the state. Afraid that their credibility had been damaged with the legislature by earlier salary and benefit agreements, they directed the administration to hold the line on economic issues. This stance, combined with misperceptions of the situation by both sides, produced a two day strike. As one of the administrators put it, "a credibility gap existed, neither side had bled enough, and the faculty did not think the administration believed they would actually strike."

Since the faculty association introduced such a broad range of issues in the first set of negotiations, none of the administrators felt that the scope of bargaining had increased appreciably. The later contracts were longer, but covered essentially the same material. Even the additions of the tenure review process and layoff procedures in later agreements were viewed as consistent with the kinds of issues broached during the initial bargaining. This restriction of the scope of bargaining was supported by the mutual decision to keep traditional governance structures and activities outside the contract. As noted in the faculty interviews, there was no desire on the administration's part to alter what was viewed as an effective mechanism for dealing with academic concerns. The recognition that both the governance system and the union each had their own unique spheres of influence led to a conscious desire to exclude governance from the negotiations.

Although governance was not structurally altered by bargaining, the administrators expressed differing opinions about other effects
upon the system. One individual stated that the senate's power and influence had been reduced because of the issues it formerly addressed which were incorporated in various contracts. Because union members were represented on the senate and its committees, their value as independent structures was no longer as important. Several other interview participants took an opposing view and indicated that the senate had been strengthened by unionization. By carefully choosing the issues to be addressed and defining its own territory, the senate had been able to remain influential from their perspective. All of the administrators agreed that the senate could be severely damaged in a direct confrontation with the association if it was absorbed within the contract.

Student opportunities for participation in decision making were not altered by bargaining since the structures which gave them access were not changed. At the senate level, the administrators felt that students were listened to and could have an impact upon decisions, even though the number of representatives they had was limited. At the school, college and department levels, the possibilities for participation varied. In some cases students were active and in others virtually invisible. By Board of Trustee policy, student input was required in faculty personnel decisions, but again the perception was that the effectiveness and influence of this input varied markedly among the academic units. The level of student interest in governance was not viewed as particularly high, although the administrators noted the effect of forceful student leadership in this area. The student
officers were seen as effective in creating interest and improving student attendance at meetings.

Finally, the interviews elicited several interesting comments about student roles in bargaining itself. While recognizing a heightened awareness about negotiations on the part of student leaders, their initiatives were not taken very seriously. The administration was no more anxious than the faculty to have students present at the bargaining table and viewed the liaison role as essentially worthless since they did not intend to tell the students anything of substance. At the same time, one participant stated that student interest in negotiations was justified because they are "taken" by the process in the long run. He also viewed students as natural allies for the administration since faculty issues such as salary and benefit increases harmed students through higher tuition levels. That perspective did not influence him to perceive students as knowledgeable or committed enough to the bargaining process to have an impact on bargaining, though.

In summary, the observations drawn from the administrator interviews were similar to those encountered with the faculty. The relationship was perceived as negative and adversarial, although the administration tended to place more fault on the union than the faculty did on the administration. The constant negotiation of one year contracts also had a negative impact on the relationship. Second, student involvement had not been affected in either direction
by unionization. An active student leadership was more responsible for any changes in student involvement than anything else. The administration appeared to be supportive of student involvement but seemed no more committed to seeking it out than were the faculty.

**Interview Results - Students**

The students interviewed during this phase of the study had considerable experience in student government at Institution B, and could speak from first hand knowledge about seven of the nine years during which bargaining had taken place. The participants represented both past and present student body presidents and had served in other elected and appointed student leadership positions. In addition, they had also served as student representatives to the University Senate for several years and could address traditional governance activities from a student perspective.

The students had observed no changes in the governance structure because of faculty unionization. Similarly, they did not see any reduction in the authority or influence of the senate or other bodies. As a result, there was no apparent alteration in the opportunities available to students to become involved in decision making. The seats on the senate and virtually every significant university committee which were traditionally open to students remained accessible if students could be found to fill them. Bargaining, from their perspective, had no effect upon student involvement in institutional decision making.
The students' accounts of opportunities for involvement at school, college and department levels mirrored those of both the faculty and administrators. Participation varied considerably from a few departments and colleges where student involvement was high and faculty actively sought input, to others where virtually nothing occurred. Student affairs departments typically involved students on most major issues while academic areas sought input primarily on personnel issues, mainly because Board policy mandated that some student opinion be gathered as a part of the reappointment, promotion and tenure process. Even that area exhibited considerable diversity between departments in terms of how formal or informal the input was. Curriculum decisions elicited limited student participation and budgetary issues, such as tuition and fee levels produced almost none.

While the leaders felt that students should be involved in most institutional decisions, at least to the point of providing information, they recognized that all of the opportunities available to them were not being utilized. Most students seemed to be uninterested in campus issues and volunteers to fill committee appointments were difficult to find. As one past leader described it, students get involved when "they have something to lose, they have a lot to gain, or they're just plain workaholics." Since these conditions seldom occurred, there was little incentive for the majority of students to take an active role. At the same time, they felt that student representatives could have an impact upon decisions when they did take part. Their opinions were listened to and respected in the senate,
and it was possible to develop coalitions with groups of faculty or administrators when issues of importance arose. They recognized the need to develop support from other groups but also did not feel helpless or ignored when their views differed from those of the other constituencies in institutional decision making.

The perceptions of the attitudes of faculty and administrators toward student involvement varied among the respondents. In general, the administration was seen as highly supportive, always willing to listen to student opinions, and readily accessible to student leaders. This accessibility began with the president of Institution B and extended down the administrative ladder. The president, in fact, was given high marks for his positive attitude and approach toward student leaders. One former student president commented that if the university president ever left the institution, students might lose a formidable source of support for their involvement. Faculty members were not perceived to be as inclined to include students as the administration was, however. The current student body president felt that faculty were aware of the need for a strong and active student government. On the other hand, a former leader stated that faculty did not believe there was any need for student involvement in academic policy decisions. He characterized the general faculty attitude as one of "we know what is best for the students and institution."

Neither perception of the faculty was supported by any specific instances of behavior and the respondents were speaking primarily from their own assessment of the situation.
In terms of student involvement during the actual bargaining process, the leaders were aware of resistance from both parties. Although they felt that students had a legitimate interest in the process and the outcomes, they also understood the difficulties inherent in involving a third party. The time, energy and knowledge required of students to be effective participants in the process were noted as significant obstacles to be overcome. The issue of confidentiality was additionally identified as a stumbling block to student involvement. Even with these barriers, the students were still seeking a mechanism to provide input into the actual negotiations in order to protect student interests. Interestingly enough, however, the financial impact of bargaining upon students was not a major incentive for involvement. One student felt that the majority of his peers did not really care about tuition increases, while another voiced the opinion that faculty were grossly underpaid and bargaining should improve their position, even at the expense of higher tuition. With that view in mind, the leadership's desire to become involved in bargaining over the years, as noted in the document review, was more difficult to understand. The students who were interviewed were unable to describe exactly what other interests they wished to protect, although the obvious implication was that bargaining might affect their ability to remain involved in general governance activities. It was important to note that the leaders of the student body, by their own account, did not reflect the attitudes of their peers. Most students were described as unaware of bargaining, unconcerned about
potential outcomes, and unwilling to commit themselves to becoming informed about the process.

In conclusion, the student interviews supported the responses obtained from faculty and administrators. Students had observed no ill effects of bargaining in terms of continued opportunities to participate in decision making. Although most students were not interested in governance, the leadership actively sought involvement and felt that their views were respected. The administration was perceived to be more supportive of student involvement than the faculty as far as the traditional governance structures were concerned, but neither side was interested in a student role at the bargaining table.

Analysis of Data

The information gathered during the case study of Institution B strongly suggested that faculty unionization and the resulting negotiations had no effect upon student participation in governance. In no portions of the study were any indications found that bargaining had significantly affected the traditional governance structures or activities at the institution. As a result, the roles of students in that process remained unchanged. Even on an informal level it appeared that students had access to decision making opportunities, limited only by their own inability to generate enough enthusiasm among the general student population to take advantage of the opportunities which existed.
The history of bargaining at the university provided the first evidence of relevance to the study. The choice of the AAUP as the bargaining agent for the faculty was predicated on the assumption that governance issues should remain outside the bargaining relationship. AAUP, because of its traditional involvement in governance, was seen as an organization which would not impinge upon existing structures and activities during negotiations. This approach to bargaining, which was carried out through all six contracts, resulted in a consistent focus on economic and working condition issues during negotiations. It also produced considerable animosity and a strong adversarial relationship between the parties as they struggled with almost constant bargaining through a series of one year contracts. The resulting tension, and the difficulty in making economic decisions during a period of recession and tight financial restraints upon higher education, in part accounted for the two strikes which the institution experienced.

A review of available documents, although limited by the lack of extensive archive materials, supported the assessment of no effect upon student roles in governance. The University Senate Constitution and the description of standing committee membership and responsibilities showed no evidence of any alterations in either the governance structure or student access to it. The powers of the senate continued to be broad based throughout the years bargaining occurred, giving faculty the prerogative to consider virtually any issue of academic importance. Student involvement in the senate, although
numerically small, was unchanged over the years. On the standing committees, student representation was very strong, at least in terms of the number of seats apportioned to them. In many cases students held more seats on the committees than did administrators, and their numbers were not dramatically less than those of the faculty. If student involvement in governance suffered during the years bargaining occurred, it was due to factors unrelated to the bargaining process.

The position papers and memoranda provided by the students regarding their interest in participating in the contract negotiations offered considerable insight into the perceptions of the student government officers. While they clearly stated that bargaining between the faculty and administration had not affected their interests to that point, they obviously feared the potential for such an impact. The student leaders, who obtained an impressive background in higher education negotiations, consistently requested the chance to act as silent observers during negotiations and the right to submit position papers to both sides presenting their view on the issues under discussion. The majority of the student body may not have shared their leaders' concern, but at least a few students sought to prevent any possible damage to student interests by gaining access to the bargaining table. The fact that they were unsuccessful in their attempts but continued to seek entry of some sort over a period of at least five years, reflected the strength of their concern about the issue.
The contract analysis provided the most significant evidence of the lack of formal impact of negotiations upon governance. All six contracts focused almost exclusively upon salary and working condition items. Personnel issues, such as reappointment, promotion, tenure, layoff and grievance procedures, constituted the bulk of each document. None of the contracts dealt directly with governance structures or activities, and there was no indication in the agreements of any attempt to coopt traditional processes for academic decision making. The best testimonial to this fact was found in the appendix statement of the last contract which clearly stated that reference to the senate regarding layoff discussions should not be interpreted to restrict the duties, rights or responsibilities vested in the senate. Clearer evidence of the desire by both parties to keep governance outside the purview of the contract could not be hoped for.

In conjunction with the exclusion of governance items from the contracts, the minimal recognition of students in the documents supported the conclusion that bargaining had no impact upon their roles in decision making. Students were mentioned only in passing, most often in terms of faculty work loads or convenient office hours. If there had been any effort to reduce, or even increase, student access to decision making, the issue would have required considerably more attention than it received. The absence of any such evidence in all six contracts demonstrated that both sides consistently addressed the issues of importance to them and were not concerned with altering student roles in governance in either a positive or negative direction.
Interviews with faculty, administrators and students reinforced the judgments made in the previous portions of the case study. Faculty and administration officials were consistent in their accounts of a strong, adversarial relationship throughout most of the history of bargaining. Administrators, from the president on down, reacted to the initial organizational efforts of the association with anger and dismay. Active opposition to the faculty union was strong in an attempt to prevent any reduction in administrative prerogatives. The hope for a one page contract during the initial negotiations highlighted this attitude on the part of the administration. On the faculty side, resentment against administrators who had been involved in the early negotiations was still intense ten years after the fact. These negative attitudes within both parties led to ongoing tension as bargaining seemed to continue endlessly over each succeeding one year agreement. The two strikes which occurred supported such an adversarial relationship. Only with the final three year contract, which gave both sides the opportunity to place some distance between normal, daily relationships and the overt conflict of negotiations, was there any improvement in relations between the faculty and administration. None of the participants was willing to suggest that a more cordial relationship would continue in the future, especially if a one year agreement was again produced during negotiations. This prediction was particularly interesting in light of the recognition by both parties that they were learning to live with one another and were coping better with a formal, legal relationship.
A conscious decision to maintain traditional governance structures and activities outside of bargaining was repeatedly indicated in the interviews. Neither set of participants expressed a desire to substitute decision making mechanisms in the contract for the existing senate and committee structures. From the faculty, this decision was motivated by a philosophical desire to separate governance from bargaining, as well as a recognition that the traditional system was working effectively. The administration shared these views with the added incentive to keep the union from expanding its influence into areas not mandated by public law. In any case, virtually all of the interview participants, including the students, stated that bargaining had had no effect upon governance. As a consequence, student roles in institutional decision making were not affected in any way. The opportunities still existed for students to provide input and influence decisions from the department level through the senate. The major factors involved in student participation were the leadership and motivational efforts of the student government officers in attempting to overcome general apathy, rather than any formal obstacles created by bargaining. Even the attitudes of most of the faculty and administrators who were interviewed regarding student roles in institutional decision making were supportive. That support did not extend to a student role at the bargaining table but this fact certainly did not affect other participatory opportunities.

As was the case with Institution A, the theoretical framework of the study offered a reasonably accurate description of the state of
bargaining. Elements of an armed truce relationship, as described by Harbison and Coleman, were apparent through most phases of the case study. It was obvious from the comments of the administrators that a faculty union was not viewed as an effective, or practical, means of managing an institution of higher education. Administrative opposition to the formation of the union set the stage for the adversarial relationships which developed during bargaining and continued through two strikes and six different contracts. On the faculty side, the need to protect their economic interests and overcome administration opposition contributed to a view of the administrators as the enemy. The description of an adversarial, negative relationship offered by every participant strongly supported the conclusion that an armed truce relationship existed from the beginning and had not significantly abated over the years.

The differences between the parties in terms of what an appropriate scope of bargaining might be provided further support for an armed truce relationship. The administration's desire for a one page agreement, as opposed to the broad range of items proposed by the association during the first contract negotiations, effectively emphasize the divergence of views. While management attempted to restrict bargaining, and protect its prerogatives, the union sought to establish its influence in a variety of areas. These opposing perceptions were characteristic of an armed truce relationship which was still predominant at the end of the period covered by the study. The administrator's comment to the effect that the union confused working
conditions with Board policy issues emphasized the fact that there was still disagreement about an appropriate scope of bargaining.

Rivalry for the loyalty of the workers was also evident at Institution B. The negotiation of an agency fee after several years of bargaining indicated the association's need to consolidate its support among the faculty and achieve financial security, if not improve the level of involvement of the faculty in association activities. Similarly, the efforts by one dean to convince new faculty members how bad the union was indicated a continuing struggle for the loyalty of the institution's employees. Although the conflict in this area was not as visible as it was at Institution A, with its two decertification efforts, the elements of rivalry could still be observed.

The existence of conflict resolution through the power positions of both parties was not overtly discussed in many of the interviews but evidence of this type was still present. The use of the strike on two occasions by the faculty was a clear attempt to bring as much pressure to bear on the institution as possible to achieve union goals. The administration's efforts to halt the second strike through an injunction, including the enlistment of student support for that legal action, was a typical power response. The comment from one of the administrators which indicated that the second strike was partly an exercise in seeing which side was the toughest, was further proof that the relative power positions of the parties were a major factor in the relationship. This characteristic of an armed truce was also present at Institution B.
Finally, Harbison and Coleman state that the parties generally develop ways of living together under the contract. Evidence of this growth was found after the negotiation of the first three year contract. Both faculty and administrators indicated that the relationship between the parties had improved somewhat since everyone was farther removed from the actual negotiation process. The individuals involved felt that they were "adjusting to life with a union." That adjustment held no guarantee that the relationship would continue to improve in the future but at least both sides were managing to begin the process of accommodation. The strains of further negotiations could easily bring that process to a halt but at least a more normal, daily relationship had begun.

An armed truce relationship was also consistent with the distributive bargaining which occurred at Institution B over the nine years included in the study. As described by Walton and McKersie, conflict and competition based on power relationships over quantitative items typically characterize distributive bargaining. The adversarial nature of the relationship between the association and administration has already been noted, supporting the application of this type of bargaining at the institution. The power basis for resolving differences at the bargaining table has also been discussed. Consideration of quantitative issues in bargaining is the only remaining factor to be assessed in the analysis of bargaining at Institution B.
Walton and McKersie offer the examples of discipline and discharge, layoff procedures, economic issues and rights and privileges as typically quantitative items which lead to distributive bargaining. The contract analysis clearly demonstrated that these issues formed the bulk of virtually every contract negotiated between the faculty and administration. More qualitative issues, such as governance structures or academic policy, were purposely kept out of the contract. As a result, the bargaining seldom, if ever, moved away from a win-lose situation in which one side had to concede something in order for the other to achieve its goals. Based on these facts, it was readily apparent that distributive bargaining offered an accurate description of the type of negotiations which occurred. There was no evidence, from either the contract analysis or the interview results, which indicated that any other type of bargaining, particularly integrative, had taken place. The conclusion that the theoretical framework of an armed truce relationship and distributive bargaining were applicable to the situation at Institution B leads to a straightforward explanation of the lack of any impact of negotiations upon student participation in governance.

The adversarial relationship and continued conflict over issues of importance to both parties logically minimized any interest by either side in devoting time to student roles in decision making. Concern over either increasing or decreasing student participation in governance was simply not an issue of any importance. The students themselves did not press for consideration of this issue and there was
no need for the faculty or administration to do so. Given this fact, in conjunction with the conscious decision by both parties to keep governance outside the scope of bargaining, there would be no reason to anticipate that faculty unionization, by itself, would have any appreciable impact upon students. Had a working harmony developed between the parties, and integrative bargaining occurred, the possibility of such a result might have increased. The fact that it did not was consistent with the theoretical framework of the study, at least in terms of formal, structural changes in the levels or types of student involvement in governance.

Beyond the fact that no overt alterations occurred in student participation, there was also no evidence to suggest that opportunities for students to provide input or informally influence decisions had been changed. The opportunities which students had in the past still existed nine years after bargaining began. If they were not utilized, student apathy was the predominant factor, not bargaining. An armed truce and distributive bargaining did nothing to prevent students, and particularly student leaders, from voicing their opinions on a variety of subjects. The fact that both bargaining teams were willing to establish a liaison relationship with the students strongly suggested that both faculty and administrators were accessible to students, even if they were not willing to permit a student role at the table.
Summary
The information gathered at Institution B through the document review, contract analysis and participant interviews consistently pointed to the fact that the advent of collective bargaining had no impact of any kind upon student participation in governance. The theoretical framework provided a sound rationale for this outcome, since an armed truce relationship and distributive bargaining were expected to produce few, if any, changes in the governance structure at the university. Without such changes, any alterations in student participation in institutional decision making would be highly unlikely. This proved to be the case at Institution B.
CHAPTER VI

INSTITUTION C

Background

Institution C is a small, public, urban college located on the east coast. It was founded in 1874 as a normal school, was designated a teacher's college in 1932, and achieved its current status as a multi purpose liberal arts college in 1960. Twenty-two majors are offered in 40 different academic programs leading to the Bachelor of Arts or Bachelor of Science degree. In addition, graduate programs at the master's degree level are offered in Education, Biology, Chemistry, English, History, Hispanic Studies and Mathematics. The institution also offers a Certificate of Advanced Graduate Study for post masters work. Since it is located in a city of over 180,000, the vast majority of its 3,000 students commute, with only 500 residing on campus. There are 179 faculty members, with over 40% holding a doctorate. The college is governed by a statewide Board of Trustees, appointed by the governor, which is also responsible for a number of other institutions. The state provides the bulk of the funding, with the legislature holding the responsibility for determining the salaries of all statewide faculty and staff.

The faculty union was first organized and its charter issued
during the fall of 1970. The American Federation of Teachers (AFT) was chosen as the bargaining agent and remained the legal representative until 1977 when a statewide representation election was held. At that time the state teachers association was chosen to bargain for faculty at all of the state colleges. The first negotiated contract between the AFT and Institution C took effect with the fall semester, 1972 and ran until the beginning of the fall term in 1974. Because the college was one of the first in the state to unionize, negotiations for the first contract took almost two years but the faculty did not go out on strike. Similarly, negotiations for the second contract, which covered the years 1975 to 1977, lasted almost 18 months but again the faculty did not strike and the previous contract remained in force during the bargaining. The final contract, for 1978-80, also took 18 months to negotiate, primarily because of the change from single institution bargaining to a system wide process with a new bargaining agent for the faculty. Although the design of the study was intended to focus on institutions which had negotiated a series of individual, rather than system wide contracts, Institution C was included because of the limited change which occurred when the state bargaining agent was selected. The contract analysis demonstrated that little significant difference resulted with the change in agent and that the individual contracts negotiated at Institution C set the tone for later bargaining.

Two factors of special importance were relevant to the case study at this college. First, state law had a major impact upon the early
years of bargaining because it prohibited public employees from negotiating over wages and salaries. As a result, the motivation for faculty members to organize was not primarily economic. Personnel policies, governance and other working conditions were the major incentives for faculty to unionize in 1972 and these issues are readily apparent from the contract which was ultimately negotiated. The state law was altered in 1974 to allow bargaining over economic issues and that fact was reflected in the second and third contracts. The presence of such a legal restraint on bargaining at the beginning of faculty unionization was crucial to the agreements which resulted.

Second, student government at Institution C played a major role in determining the extent of student participation in governance. Students, who held a significant number of seats on virtually every governance body, voted not to take part in the governance of the institution after the third contract was negotiated. According to the 1972-74 contract, the Student Government Association was required to conduct a referendum to determine the following question: "Shall the students of [Institution C] participate in governance of the college as set forth in the contract executed between [the faculty bargaining agent] and the Trustees" (1972-74, p. 60)? When this referendum was taken the student government actively lobbied against approval of the negotiated governance system and a majority of the students voting rejected it. As a result, the students eliminated themselves from participation. The reasons for this action were discussed in depth in the interview portion of the case study. The important facts,
however, were: 1) the governance structure was included in the contract, and 2) students were given the opportunity to approve or reject it through a specific contract clause. Given the lack of consideration directed toward governance or students at Institutions A and B, the inclusion of such clauses was highly significant.

**Contract Analysis**

Assessment of the terms of the three negotiated contracts at Institution C showed a strong predominance of governance and personnel issues throughout. Students were mentioned frequently in every agreement and student roles for participation in institutional decision making were specified. As Table 3 indicates, economic issues were not, for the most part, included in the initial contract and constituted only a small portion of the succeeding agreements. As was the case for the other institutions studied, the initial contract established the framework for later negotiations. With the heavy emphasis upon governance and institutional decision making found in the contracts, the contract analysis offered considerable evidence of relevance to the study in terms of the relationship between the faculty and administration and the effects of negotiations upon student participation in governance.
Table 3

Analysis of Contract Terms at Institution C

Coding: "C" - item incorporated in contract
"R" - reference in contract to existing structures or practices
"S" - student involvement specified in contract

<table>
<thead>
<tr>
<th>Contract Item</th>
<th>Contract Years</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1972-74</td>
</tr>
<tr>
<td>Governance Structures</td>
<td></td>
</tr>
<tr>
<td>(e.g., Senate)</td>
<td></td>
</tr>
<tr>
<td>2. Specification of a School/College/Division Body</td>
<td></td>
</tr>
<tr>
<td>3. Specification of Department Bodies</td>
<td>C,S</td>
</tr>
<tr>
<td>4. Faculty Representation at Board of Trustee Level</td>
<td></td>
</tr>
<tr>
<td>5. Student Representation at Board of Trustee Level</td>
<td></td>
</tr>
<tr>
<td>Governance Activities</td>
<td></td>
</tr>
<tr>
<td>1. Personnel Policy Development</td>
<td>C,S</td>
</tr>
<tr>
<td>2. Class Scheduling</td>
<td>C</td>
</tr>
<tr>
<td>3. Long-range Planning</td>
<td></td>
</tr>
<tr>
<td>4. Short-range Planning</td>
<td></td>
</tr>
<tr>
<td>5. Calendar</td>
<td>C,S</td>
</tr>
<tr>
<td>6. Facility Planning</td>
<td>C</td>
</tr>
<tr>
<td>Academic Items</td>
<td></td>
</tr>
<tr>
<td>1. Course/Program Development</td>
<td>C,S</td>
</tr>
<tr>
<td>2. Curriculum</td>
<td>C,S</td>
</tr>
<tr>
<td>3. Teaching Load</td>
<td></td>
</tr>
<tr>
<td>4. Work Load</td>
<td>C</td>
</tr>
<tr>
<td>5. Class Size</td>
<td>C</td>
</tr>
<tr>
<td>6. Office Hours</td>
<td></td>
</tr>
<tr>
<td>7. Admission Requirements</td>
<td>C,S</td>
</tr>
<tr>
<td>8. Degree Requirements</td>
<td>C,S</td>
</tr>
<tr>
<td>9. Academic Performance Standards</td>
<td></td>
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<tr>
<td>10. Academic Discipline</td>
<td></td>
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</tbody>
</table>
Table 3 (continued)

<table>
<thead>
<tr>
<th>Contract Item</th>
<th>1972-74</th>
<th>1975-77</th>
<th>1978-80</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Personnel Issues</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Faculty Selection/Appointment</td>
<td>C</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td>2. Faculty Reappointment/Renewal</td>
<td>C</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td>3. Faculty Promotion</td>
<td>C</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td>4. Tenure</td>
<td>C</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td>5. Dismissal for Cause</td>
<td>C</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td>6. Faculty Evaluation (Teaching)</td>
<td>C,S</td>
<td>C,S</td>
<td>C,S</td>
</tr>
<tr>
<td>7. Grievance Procedure</td>
<td>C</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td>8. Arbitration</td>
<td>C</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td>9. Staff Reduction/Retrenchment</td>
<td></td>
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<td></td>
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<tr>
<td>10. Administrator Selection (President)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>11. Administrator Selection (Dean)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>12. Administrator Selection (Department Chair)</td>
<td>C</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td><strong>Financial Items</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Institutional Budget</td>
<td>C,S</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Tuition Levels</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Fee Levels</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Faculty Salary Scale</td>
<td>C</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td>5. Faculty Salary Increases</td>
<td>C</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td>6. Faculty Merit Pay</td>
<td>C</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td>7. Faculty Extra-duty Pay</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Student Affairs</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Student Behavior (Extracurricular)</td>
<td>C,S</td>
<td>C,S</td>
<td>C,S</td>
</tr>
<tr>
<td>2. Activity Fee Levels</td>
<td></td>
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<tr>
<td>3. Activity Fee Allocations</td>
<td></td>
<td></td>
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<tr>
<td>4. Housing Policies</td>
<td>C,S</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Student Government Structure</td>
<td>C,S</td>
<td>C,S</td>
<td>C,S</td>
</tr>
<tr>
<td><strong>Rights and Responsibilities</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Faculty Rights</td>
<td>C</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td>2. Faculty Responsibilities</td>
<td>C</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td>3. Student Rights</td>
<td>C</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td>4. Student Responsibilities</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Management Rights</td>
<td>C</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td>6. Management Responsibilities</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Student Mentions</strong></td>
<td>114</td>
<td>166</td>
<td>249</td>
</tr>
</tbody>
</table>
The major items found in the 1972-74 contract included faculty fringe benefits, a statement on academic freedom and responsibility, selection and responsibilities of department chairmen, participation in decision making, faculty evaluations, grievance procedures, work load and scheduling, management rights, and an appendix covering past practices in regard to appointment, promotion and tenure. The total document, including appendixes, was 113 pages long, with the article on participation in decision making covering almost one quarter of the contract.

The preamble clearly established the foundation for the articles which followed. It stated, in part, "The participation of faculty, together with students and administrators, in the governance of [Institution C] is essential to its growth and development as a general purpose institution within the system of State Colleges under the jurisdiction of the Board of Trustees of State Colleges" (1972-74, p. 9). The emphasis upon tripartite governance was carried through in virtually every article which dealt in any way with decision making. Under the section titled, "Selection and Responsibilities of Department Chairmen" (pp. 29-36), after establishing the procedures for selection and recall of chairmen, an entire departmental governance structure was defined. This structure included a curriculum committee, a departmental evaluation committee, and a student advisory committee which was responsible for assisting in the evaluation of faculty teaching effectiveness and providing input on other matters. This formalization of decision making structures down to the
department level, including student involvement, indicated the major emphasis placed upon governance throughout the document.

The primary consideration of governance issues occurred in the next article on "Participation in Decision-Making" (p. 36). An All College Council was established "in order to ensure substantial participation of faculty, students and administrators in the formulation of decisions affecting their professional interests within the academic community" (pp. 36-37). This council was composed of six faculty, the president and vice president of the union plus four others elected at large, six students who were to be chosen in the same fashion, and six administrators appointed by the president. The Council was charged to be "the primary agency for coordinating and implementing the system of tripartite governance" (pp. 42-43), and held the responsibility for acting on committee recommendations, developing evaluation methods for determining teaching performance, and studying other educational matters relative to the interests and objectives of the college. The authority to recommend actions to the president, and thus to the trustees, was clearly stated in this section.

A committee structure for the council was also delineated. An undergraduate Curriculum Committee was formed with one faculty member from each department (18), 18 students, and five administrators. The Graduate Education Committee was composed of four faculty, four students and two administrators, as was the Admissions Committee. The College Affairs Committee membership was established at six faculty,
six students and three administrators. Responsibilities of this committee included development of the college calendar, consultation concerning the institutional budget, and student life issues such as advising, housing and financial aid. Obviously the commitment to shared decision making was maintained throughout the development of the governance structure. The equal balance between faculty and students on each body was particularly significant.

Formal faculty involvement in other personnel areas was also specified in the contract. A faculty evaluation process based on "classroom effectiveness, professional activities including positions of leadership, research and publications, contribution to the college community, advance study, and leadership in community affairs" (p. 65) was developed. This process included recommendations from the Departmental Evaluation Committee, department chairman, an all college Faculty Evaluation Committee, the Special Committee on Tenure, the academic dean and the president. As noted earlier, student evaluations of teaching were required as part of the evaluation process. In order to handle conflicts in the evaluation process and other areas, a Committee on Faculty Grievances was also formed.

The remainder of the contract dealt with standard items such as work load and a no strike pledge. The responsibilities of the Board of Trustees were recognized in Article XII which stated, "All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively
in the Board" (pp. 85-86). Previous Board policies on appointment, promotion and tenure were also incorporated in their entirety in the contract.

Two facts of relevance to the study were readily apparent in the first contract analysis. One, governance was a crucial issue during the bargaining. The development of a complete governance structure and its inclusion in the contract indicated that decision making was a significant concern to both parties during the negotiations. Whether or not this emphasis was a result of the prohibition from negotiations over economic issues could not be assessed merely from the contract analysis. In any case, it was obvious that faculty collective bargaining had a major impact upon governance at Institution C.

Second, students fared exceedingly well as a result of the negotiations. Without participating in the bargaining process, they obtained representation or input equal to that of the faculty on most of the important decision making bodies at both the department and college levels. The commitment which was made to a tripartite system of governance was obviously carried out. The simple fact that students and their roles in decision making were mentioned 114 times in the contract provided a strong indication of the desire of the faculty and administration to consider and encourage student participation in institutional affairs. Based upon the analysis of the first contract alone, it was appropriate to conclude that faculty negotiations had a strong, positive impact upon student participation in governance.
The second contract, 1975-77, was a clarification of the first in many respects with the obvious addition of economic items which could be negotiated for the first time. A salary scale, increases, merit and travel pay provisions, and an expanded consideration of leave policies, all pointed to the attention which financial concerns received in the contract. At the same time, governance and personnel issues continued to form the core of the agreement. The composition of department committees and the All College Council remained the same as in the initial contract. There were revisions in the committee structure of the council. First, a major shift in responsibilities occurred on the College Affairs Committee. It was retitled the College Affairs and Community Service Committee and consideration of the calendar and institutional budget were dropped from its charge. In place of these issues, the committee became responsible for: "1) issues of general college affairs assigned to the Committee by the All College Council; 2) proposals for community service programs developed by the Committee, members of the community, students, faculty and the administration; and 3) student life" (1975-77, p. 59).

The second change resulted in a reduction of the number of students on the Curriculum Committee. Faculty representatives were increased from 18 to 27, while students were reduced from 18 to five, with the five administration representatives remaining the same. Finally, a new standing committee, The Learning Resources Center Advisory Committee, was formed with three representatives from each group. These changes did not radically alter the commitment to
tripartite governance noted in the preamble and all constituencies continued to be represented in institutional decision making.

In the personnel area, several new items appeared in the contract. Binding arbitration was added as the final step in the grievance process, and a new retrenchment-recall policy was negotiated. The specific forms to be used for student evaluation of teaching, classroom visitations, department chair evaluations of faculty, and Faculty Evaluation Committee recommendations were also included in the contract. Last, an agency fee was bargained, with the penalty for nonpayment specified as dismissal by the Trustees.

The additions and revisions to the contract increased the total length to 196 pages. Despite that growth from the 1972 contract, and the inclusion of economic items, similar conclusions were reached about governance and student participation. Shared decision making was still a major concern as evidenced by the alterations made to the governance structure. Even though student representation was reduced on one committee, they maintained a potent opportunity to exert influence on the decision making process. Students were mentioned 166 times in the contract and their roles in governance showed no significant signs of deterioration. Tripartite governance was solidly established in the initial agreement and supported in the second.

The final contract, covering the years 1978-80, reflected the shift from single campus bargaining to negotiations for the entire state college system. In order to incorporate the unique situations
encountered at a variety of institutions, the contract expanded to 335 pages. Even so, the framework established at Institution C in the initial agreement was readily apparent, particularly in terms of governance where entire sections were taken verbatim from earlier contracts.

In the area of decision making, the title of the campus wide body was changed to the All College Committee, and the membership reduced to five faculty, administrators and students. The standing committee structure was also altered. An Academic Policies Committee, composed of 16 faculty, three students and three administrators, replaced the Admissions Committee. Its responsibilities included the calendar, academic standards, admission standards, selective retention policies, educational services for the community and library services (1978-80, p. 81). The membership of the Curriculum Committee was changed for the third time, in this case reducing the numbers to 16 faculty, three students and three administrators. A Student Affairs Committee replaced the College Affairs Committee, with seven students and five faculty and administrators serving. Last, a Long-Range Planning Committee was added, composed of five faculty, one student and one administrator. Provisions were also made for Teacher Education and Graduate Education Committees at the discretion of the president, and ad hoc committees with equal representation from all three groups as the need arose.

At the department level several changes occurred. An Undergraduate Curriculum Committee with two student representatives
replaced the former faculty department curriculum committee, and the Faculty Evaluation and Student Advisory Committees were abolished. Although these revisions obviously altered the governance structure which had been in place at Institution C, the net effect upon participation in decision making did not appear to be significant. Tripartite involvement was still the predominant mechanism for decision making, and the commitment made to this approach in 1972 was reaffirmed once again within the entire state college system. The fact that most of the other institutions in the system had not had any kind of tripartite governance before this contract was negotiated made this continuing commitment ever more surprising.

Personnel policies were altered somewhat in this contract also. A new college-wide Committee on Promotions was created to review promotion recommendations from the deans. Evaluation instruments to be used for promotion and tenure decisions were revised and new forms, such as the classroom visitation evaluation, were included in the contract. The criteria for personnel decisions were clarified from the previous agreement and specified in considerable detail. Although none of the other major personnel policies were altered to any great extent, there was obviously further definition taking place in this area. Again, as was the case in governance, a number of the institutions had never developed their personnel policies to the extent of formalizing them in a contract. This set of negotiations thus produced major changes for some institutions while having little impact upon the previously unionized colleges like Institution C.
In general, the third contract was a continuation of the earlier documents. Even though bargaining was conducted for a number of colleges rather than just one, and the contract became considerably more detailed as a result, the changes for Institution C were not significant. The number of representatives changed on some governance bodies, and some of the bodies themselves were altered, but the basic principle remained in force. Students, faculty and administrators still participated jointly in institutional decision making. The structure for governance remained essentially the same as it was in 1972. Students continued to be considered in the legal contract between the faculty and administration; in this case they were mentioned almost 250 times. The importance of these facts was apparent when comparing the contracts of Institution C with those of the case study institutions already reviewed. Governance, which received no attention at those universities, was central to bargaining. In addition, students were granted a legal role through the contract, even to the point of having to ratify the governance provisions. The obvious implication was that faculty collective bargaining was not only not detrimental to student interests but, in fact, highly beneficial. Further, an assumption could be made that the relationship between the faculty and administration was not nearly as adversarial, or at least not as conflict ridden, as in the other cases. If it had been, the continued efforts to ensure collegial decision making would not likely have occurred. One party which was actively seeking to defeat the other generally would not negotiate provisions which granted equal
representation to all constituencies. The causes for such a high level of interest in governance and cooperative relationships between the parties to bargaining were not evident from the contract analysis and were explored in the interview portion of the case study. In any event, it was reasonable to conclude that students and governance both fared well under bargaining at Institution C.

Document Review

The official college archives at Institution C contained virtually no materials of relevance to this study. No constitutions of the pre-bargaining Academic Senate were preserved, and there was nothing available on the history of faculty unionization. Essentially all that was retained were old catalogs and admissions materials, such as descriptive brochures of the institution. The library did contain old copies of the campus student newspaper, The New Student Voice, which did address some of the issues under consideration. Several 1970 issues described the major concerns involved in the initial organization of the faculty union and identified governance and faculty power, or lack thereof, in decision making as a primary cause of unionization. A later edition of this paper also recorded the granting of the charter to the A.F.T. as the sole bargaining agent for the faculty on September 12, 1970. Finally, a February, 1972 issue described a student initiative to gain representation on the college council, which was apparently under consideration at the bargaining table at that point. Beyond these limited historical notes, there was little else to be found through traditional sources.
The student government, on the other hand, was able to provide at least some information on student perspectives over the past several years. Students and student government leaders may be transient, but apparently the recollection of perceived wrongs was not so temporary at Institution C. In addition to providing past and present student government constitutions, several position papers concerning student grievances and interest in the collective bargaining process were available.

First, a "Grievance Package from the Students of [Institution C]" was provided by the current leaders. This document, which predated the final faculty contract included in the study, identified a number of concerns on the part of the student body. The opening sentence noted that students "find it increasingly difficult to implement change through the traditional channels provided on campus" (p. 1). The paper went on to describe the effects on students of their non-involvement in collective bargaining, including no access to faculty evaluations, calendar changes specified by bargaining with negative impacts upon students, curriculum committee concerns with graduation requirements, and typical student issues such as parking, dormitory costs, and student center problems. Apparently a higher level of involvement in institutional decision making than was common on most campuses did not eliminate the feeling of disenfranchisement felt by students.

A second document made the students' case for involvement in faculty-administration bargaining for the 1977-80 contract negotiations.
In the area of governance, students noted that the faculty and board could limit or eliminate student participation in decision making with no input from the students. The predominance of faculty members on the Curriculum Committee was another area identified as being indicative of the inequity of the bargaining process to students, in addition to a repetition of calendar and evaluation concerns noted in the earlier document. In general, the insecurity felt by student leaders who had no direct access to the bargaining table was clearly stated, even though past negotiations had certainly been beneficial to their interests from an objective viewpoint.

Finally, the current student leadership provided a copy of a faculty evaluation instrument to be used by students. Since the instruments specified in the contract were used solely for promotion and tenure considerations, and were unavailable to students for course and instructor selection, the government had decided to develop its own process. The intent was to make the results available to students prior to registration each semester, although the practicality of conducting such a process without faculty cooperation was questionable even in the students' eyes. In any case their desire to undertake such a complex task provided another indication of their dissatisfaction with the current state of affairs. If nothing else, all of the documents provided by the students demonstrated that student attitudes about their involvement in governance, and their lack of involvement in the bargaining process itself, were not particularly positive.
Given the opportunities for participation specified in the contract, this dissatisfaction was considered to be particularly relevant to the study and was assessed further in the interview portion.

Interview Results - Faculty

The individuals who were interviewed for the faculty section of the case study were able to provide insight into the entire history of bargaining at Institution C, from the initial organizational efforts through negotiation of the statewide contract. They were all charter members of the new union, had each served as president on several occasions, had participated with or chaired the faculty team during the actual negotiations, and had been involved in the governance structure which resulted from bargaining. The knowledge and background they could provide was more comprehensive than that found at any of the other institutions. It was important to note the attitude of these faculty members to union issues, however. First, these individuals were strong advocates of unionism at every level, not just in higher education. They were adamant that their organization be called a union rather than an association. Unionism was a philosophical pillar in their lives, by their own account, as opposed to simply a practical means of achieving desired goals in their work environment. Second, administrators were viewed generally in an adversarial light. During one of the first interviews, the current president of the union commented that he had "a problem helping someone get a doctorate who is not a union brother." He went on to say that his only motivation for doing so was with the hope that the information he could provide would
help sensitize administrators to union issues. It was obvious that the faculty participants held, and expressed, deep seated beliefs about unionism. Participation in collective bargaining was not a matter of convenience for these individuals nor a response to localized institutional problems. Their perspective was somewhat different from that of any of the other faculty members interviewed during this research.

The relationship between the parties over the years was characterized almost universally as being adversarial. It is important to note that they did not view it as antagonistic. An adversarial relationship was viewed as a natural occurrence in labor relations, and was considered to be good for both sides. At the same time, the faculty felt that each party could talk to one another while recognizing that they both would not necessarily like what the other had to say. In general, the adversarial relationship was perceived to be a positive outcome of bargaining which allowed each party to state its views in a constructive way. One item which strongly supported this view was the almost complete lack of grievances filed at Institution C over a period of ten years. One faculty member described this situation as indicative of the fact that each party understood that the relationship was, and should be, adversarial but not confrontive over minor issues.

The faculty indicated that the adversarial relationship had become more professional over the years that bargaining had taken
place. Initially there were growing pains for both sides as they defined appropriate roles, both during negotiations and the administration of the contracts. Personnel issues during bargaining elicited more conflict than did financial items, primarily because final decision authority always rested with the state legislature in determining salary and benefit packages. Faculty felt that the most adversarial conditions occurred during bargaining, rather than the life of the contract, and especially if the union perceived any attempt by the administration to meddle in the internal affairs of the union. In any case, no faculty member indicated that the relationship was at any point antagonistic.

The interviews supported the observation noted in the contract analysis that the basic scope of the contracts had not changed over the years. Financial items were added in the second agreement but the basic focus remained upon personnel and governance issues. These two areas provided the early motivation for faculty unionization. In the personnel area, one faculty member described a situation in which department chairmen were chosen in secret by the president, who would not even publish a list of the chairmen. No one apparently knew who was selected or why until mail addressed to the chair started appearing in the faculty member's mailbox. This total lack of control over personnel matters was a primary reason why faculty decided to unionize.

Governance at Institution C prior to bargaining presented a similar situation. The Academic Senate was composed of both faculty and
administrators, with the administrators dominating the decision making process. Faculty members desirous of a voice in institutional policy development felt, according to those interviewed, that the only way to gain faculty control was to eliminate the old governance structure and create a new one through bargaining. Since governance and personnel concerns were major problems, and financial items were beyond the legal scope of bargaining, the initial contract addressed these issues almost exclusively. Later negotiations focused upon salary and benefits but adjustments to the governance structure already established, promotion policies and job security provisions remained equally important. None of the faculty foresaw any major changes in these emphases in the future.

Bargaining, as indicated earlier, considerably strengthened faculty involvement in governance. The development of a shared governance structure rather than an administratively dominated one gave faculty a strong voice in decision making. Even though the representation on the All College Council was equally distributed among faculty, administrators and students, the faculty felt that bargaining had led to major improvements in governance. Since there was no strong tradition of faculty governance prior to bargaining, the structure created through negotiations altered institutional decision making considerably. At the present time, the governance structure and faculty union were viewed as partners in decision making and the relationship between the two groups was a highly positive one. To a great extent this cooperation between the two organizations was
explained by the fact that the participants in both union and governance activities were often the same people.

Student roles in the governance structure came about primarily for two reasons. First, during the protest years of the late 1960's and early 1970's when the initial bargaining took place, there was considerable interest on the part of students and the trustees in gaining a student voice in decision making. The Board first presented the idea of a tripartite system which faculty initially resisted but later agreed to and supported. Student activism, and an institution wide awareness of student interests were thus responsible in part for the inclusion of students. The second factor, according to faculty, was the lack of a tradition of governance. Since there was no strong historical precedent to overcome, the parties to bargaining were more open to trying a new approach to governance which included students as equal partners. Tripartite decision making was the result.

The change from a single campus contract to a state wide agreement did result in some alterations to the governance structure and student roles, according to one member of the bargaining team. These changes were relatively minor, from his point of view, since the Institution C contract was the model from which the state wide system governance provisions were drawn. For the most part the limited changes were due to a lack of familiarity with tripartite governance on the part of representatives from other campuses, rather than to a desire to limit student involvement. The reduction in the number of
student representatives on Academic Affairs and Curriculum Committees in the final contract occurred primarily for this reason. These reductions were not seen as a significant limitation in student involvement.

Given the formal roles students were granted in governance through the various contracts, faculty felt that students in the past generally took advantage of their opportunities and had an impact upon decision making. Participation was generally highest by the students on the All College Council and on some departmental committees. The campus wide Curriculum Committee, on the other hand, was often poorly attended by students due to the dry nature of the subject matter. In general, faculty indicated that student involvement in governance had been beneficial for everyone and they were sorry to see participation end as a result of their failure to ratify the latest contract. Internal student political problems were the major cause of that decision and faculty stated that they did not think a majority of the study body was happy with the result. The possibility existed that future contracts might not include students in governance because of the withdrawal from the present structure.

Related to the withdrawal from governance, students were also dissatisfied with their lack of presence at the bargaining table. Faculty recounted repeated attempts by students to gain access to bargaining from the first set of negotiations through the most recent. This pressure for three party bargaining was strongly opposed by the
faculty and would continue to be in the future. Bargaining was a two party process, and given their strong union attitudes noted earlier, the faculty expressed no interest in altering that relationship.

In summary, three major conclusions were gained from the faculty interviews. First, the relationship between the faculty and administration during the period under study had been adversarial but not antagonistic. Within that relationship, from the faculty perspective, a professional regard for each other had developed which greatly reduced overt aggressive behavior like the filing of petty grievances. Second, governance was considerably strengthened by unionization and students gained a significant level of involvement as a direct result of bargaining. One of the primary motivations for unionization had been to increase faculty control over institutional decision making. This goal was obviously accomplished while increasing student participation at the same time. Finally, students had utilized their governance opportunities, for the most part, and were active partners in decision making prior to their withdrawal from the process. Their refusal to ratify the governance provisions of the contract could jeopardize any future possibilities for formalized involvement.

**Interview Results - Administration**

The administrators who were interviewed at Institution C included a representative of the Board of Trustees staff who had been present at the negotiation of all three contracts, the president, provost and director of personnel and labor. These latter two individuals were
both members of the initial bargaining team and had worked at the college prior to the beginning of bargaining. In addition, the director of personnel had been a faculty member for a number of years prior to accepting an administrative appointment.

In general, the perceptions of the administrators were highly consistent with those of the faculty and no major differences were readily apparent. The relationship between the union and administration was described in almost exactly the same terms, namely, adversarial but professional. The trustee representative stated that the relationship at Institution C was excellent and much better than at most of the other institutions. The others described an adversarial relationship based on power politics but indicated that was a normal relationship in a union setting. The basic approach seemed to be that each side did not have to love the other, just develop a strong respect. Even though adversarial relations were still predominant, the administrators generally felt that the relationship was better in recent years than during initial bargaining. In part this was due to the development of a better understanding of how to operate in an unionized environment by the administration. A consistent union leadership also helped because the administration knew what to expect. Adversarialism was anticipated in the future since the faculty members' strong union attitudes presupposed that type of relationship.

According to the administration representatives, faculty power, or lack thereof, was the major force behind unionization.
Administrators consistently recounted the lack of a strong governance tradition, an autocratic president, and the threat of faculty rights and prerogatives disappearing completely as the initial issues of importance to the faculty. Examples similar to those offered by the faculty, such as promotions determined by the president in secret, supported the general statements made concerning lack of faculty control or involvement in institutional decision making. As a result, governance and personnel policies were of crucial importance during early bargaining and these issues were reflected in the 1972 contract. Again, the prohibition against bargaining over wages and benefits also served to focus attention on these other areas. Even when financial issues could be considered, the ultimate control exercised by the legislature served to reduce the importance of bargaining over these matters. Over the long term, administrators foresaw much the same focus continuing on personnel and institutional decision making. With the advent of state wide bargaining such concerns were likely to remain important because of the lack of definition in these areas at the other institutions, which had not been negotiating for as long as Institution C.

In terms of governance, the administrator interviews produced many of the same conclusions drawn by the faculty. The College Council, which was the immediate predecessor of the All College Council, literally dissolved prior to and during the organization of the union and initial negotiations. Since there was no governance structure, and faculty involvement in decision making was virtually
nonexistent, the structure which resulted from negotiations was viewed as a major improvement. Faculty gained a significant voice in institutional affairs, the administration gained an effective policy organization, and students became active participants for the first time. The administrators were universally in favor of the tripartite system and thought that it had worked very well in the past ten years. They recalled that the initiative for such a structure had originated at the trustee level, but also noted that the union actively supported the proposal once their initial skepticism was overcome. In general, administrators saw only positive outcomes from the inclusion of governance items in the collective bargaining agreements.

Student participation in the governance structure was also considered to be valuable to the institution. One administrator stated that students had been extremely responsible in attending, participating and influencing decisions on the All College Council, and "were no less negligent than the faculty in other areas". They generally took advantage of the opportunities they had, their contributions had an impact, and their presence was missed now that they had voted not to participate. Given the broad range of opportunities available, students had the chance to become involved in every area of governance. The decision not to ratify the latest agreement was characterized as hasty and ill advised by the administrators, who questioned whether they would gain access again at a later date. From their point of view, students were expressing their anger at not being present during the negotiation of governance provisions by declining
to participate in a system which gave them more influence than ever before. With that perspective in mind, administrators were still highly supportive of formal student roles in governance. They were no more supportive than the faculty of a student presence at the bargaining table.

To summarize, the results of the administrator interviews were similar to those of the faculty. The description of an adversarial but professional relationship with the union was essentially the same, and the expectation that such a relationship would continue was also noted in both sets of interviews. The significant changes in governance and student roles as a result of bargaining were viewed as an improvement over the autocratic style of the president prior to unionization. Tripartite decision making had been a successful experiment which had produced active involvement by all constituencies prior to the withdrawal of the students. This action held the potential to jeopardize any future student participation in succeeding contracts, but was not likely to further the students' desire to be present at the bargaining table. Overall, the consistency of responses obtained from both faculty and administrators was considerably different from the divergent views found at Institutions A and B. This consistency lent considerable weight to the conclusions drawn by the interview participants in this particular case study.

**Interview Results - Students**

The individual student government leaders who were interviewed provided a perspective which covered almost the entire history of
bargaining at Institution C. One past president matriculated during the first contract, served as a member of the All College Council, and ran for the chairmanship of that organization. Although defeated, he gained considerable insight into not only student government but also the formal governance structure as well. Another past president had been in office during the student vote to remove themselves from governance. The current president was also interviewed and offered a detailed account of the effects of the decision not to ratify the student portion of the governance provisions. Their views provided a completely different perspective from those presented by the faculty and administrators.

In general, the students held extremely negative views about governance, faculty unionization, student roles in decision making, and also the attitudes of the faculty and administration toward students. The governance structure was perceived to be a waste of students' time. They felt that their input was not utilized or appreciated, governance was a rubber stamp for decisions already made by the union or administration, and that they were always being caught in the middle of power plays by the other two groups. One leader stated that the college president really made all the decisions, not the governance structure. Another indicated that the union dominated decision making. In either case, their conclusion was the same: namely, that regardless of their formal opportunities for participation, students had no real power nor influence in decision making. They recognized that the union contract had granted them more
formal roles than at most other institutions, but the power to attain the goals students felt were important was still lacking. Even though faculty bargaining had radically altered governance in their favor, they were still "just students."

The attitudes of faculty and administrators described by student leaders were consistent with these negative views of governance generally. The union was blamed for poor relations between students and faculty by making everyone wary and defensive. Faculty members were described as not being supportive of students at any level and in governance particularly. Faculty members were characterized as believing that students "are here to be taught, and not to share in decision-making." Similarly, the administrators were seen as equally unsupportive of student interests or activities. While the relationship between an individual student leader and the president, for example, might be very positive, this feeling was not transmitted to the student body as a whole or shared with other administrative officials. Obviously the positive support for student participation in decision making expressed during the faculty and administrator interviews was not perceived by the students.

Two other factors noted by the students had an impact upon their involvement in governance. First, the student population was not highly active or interested in governance. After the initial enthusiasm about opportunities in governance wore off it became difficult to get students to volunteer for positions, particularly on the
various committees. The students were almost as harsh in describing their peers as they were about faculty and administration members. The overall apathy noted in earlier case studies was also apparent at Institution C and only a minority of dedicated students actually participated on a regular basis. Second, the problem of student transience was also pointed out. Because of the complex nature of many issues, and of the governance system itself, students did not feel they could obtain the background and experience they needed to function effectively. By the time they became knowledgeable, students were either graduating or moving on to other interests. In addition to all of the other problems encountered in institutional decision making, this difficulty mitigated against students ever wielding the influence the student leaders thought they should.

The decision to actively campaign against ratification of the governance provisions stemmed primarily from student dissatisfaction with the bargaining process. Government leaders were opposed to several contract terms, including calendar decisions and limitations on faculty contact hours with students. In addition, the reduction in the number of students on several committees as a result of the third contract was particularly disturbing. All of the students noted this reduction and one expressed considerable resentment that students did not even have a majority of votes on the Student Life Committee. The attempts made to gain access to the bargaining table where these decisions were made had been rebuffed by both the union and trustees. Consequently, the leadership decided to express their displeasure by
refusing to ratify the student portion of the governance structure. It was primarily a protest vote against both parties for not permitting a student voice at negotiations. At the same time, the consequences of their action were not perceived to be particularly severe since governance was a waste of students' time anyway. Various administrators advised against campaigning to reject ratification but the students felt they would be better off outside the structure rather than continuing to expend time and effort which had no effect on the ultimate decisions made in governance. This decision, with potentially serious ramifications to students, did not elicit a major response from students generally. Out of a student body of almost 3,000, only 150 voted to reject ratification while 26 voted in favor of approval. The apathy noted earlier was readily apparent in the student vote totals.

In conclusion, the student interviews provided a totally different perspective from that held by faculty or administrators. They were strongly negative about the effects of faculty unionization, felt governance was a sham, and thought they exercised no influence in decision making despite the extensive formal roles prescribed for them in the contract. Neither faculty nor administrators were supportive of student interests, and the student body as a whole was apathetic. According to the student leaders who were interviewed, faculty unionization at Institution C had a significant, negative impact upon student participation in decision making.
Analysis of Data

It was readily apparent throughout the various stages of the case study that faculty collective bargaining at Institution C had resulted in major changes in the governance structure and the extent of student involvement in decisions. These alterations, from an objective viewpoint, were highly favorable toward students since they produced a functional system of governance which provided the opportunity for both formal and informal student influence on a wide variety of issues. The fact that students did not perceive these changes as in their best interest did not reduce the significance of the creation of a tripartite governance structure not found on other campuses.

The history of bargaining offered several indications about the relationship between the parties and student involvement in governance. First, over a period of ten years, the faculty and administration had negotiated only three contracts, each covering two years. The lengthy bargaining which produced this situation suggested the difficulty encountered during negotiations in reaching agreement, and could be interpreted as indicative of a highly competitive relationship. Such an assessment was belied by the fact that no strikes occurred and the previous contracts remained in force. The relationship was apparently cooperative enough that neither side felt the need to force a quick agreement on contract terms by threatening or resorting to a strike or lockout.
Second, state law played an important role in focusing the initial negotiations on governance and personnel policies. The legal prohibition against bargaining over financial terms and conditions by public employees restricted negotiations in a way not experienced in most states. Knowledge of this restriction did not inhibit the faculty from organizing a union or entering bargaining. Obviously governance, personnel policies and general faculty involvement in decision making at Institution C were powerful motivators for unionization. Whether or not the emphasis on these areas would have been as strong if bargaining over money had been allowed could not be determined. While legal restraints obviously focused the negotiations, there was no evidence throughout the case study to indicate that they caused bargaining to go in the direction it did. To the contrary, the interview results clearly indicated that decision making was the primary problem faculty members were attempting to correct through unionization. The ultimate emphasis on these areas described in the contract analysis was a logical outcome.

Finally, student actions in failing to ratify the governance provisions of the final contract suggested the need for considerable exploration of the motives behind such a decision. That they even had the opportunity to ratify a portion of a faculty-administration contract was unique and significant in its own right. A decision not to participate in governance when they had a chance to do so was almost as surprising. The implication that problems existed with the governance structure, at least from the vantage point of the students,
suggested that surface appearances were not necessarily accurate. The history of bargaining provided initial indications of several important areas of exploration which were considered in other portions of the case study.

Analysis of the three faculty contracts demonstrated the heavy emphasis given to governance and personnel policies. A complete governance structure, from department committees through the All College Council, was included in the initial contract and continued in succeeding versions. Clearly defined roles for faculty, administrators and students were developed which gave all three groups influence in virtually every area of institutional life. The tripartite system which resulted was a new and novel approach to decision making found on very few campuses and in even fewer union contracts. Students, as a result, benefitted tremendously from the advent of unionization. For the first time they had a formal role to play in governance which they were required to ratify. They were represented on committees dealing with curriculum, calendar and personnel policies (through student evaluation of teaching). The number of students on the campus wide All College Council was equal to that of the other groups. Without a doubt, faculty collective bargaining had a considerable positive effect upon student participation in governance.

This positive impact was continued in later contracts, even after financial items were included and a system wide agreement was
negotiated. The ratios of students, faculty and administrators on various governance bodies changed from contract to contract, and the mission of several committees was altered, but students continued to have a considerable amount of influence in formal decision making processes. The increase in complexity of the second and third contracts due to monetary concerns and the inclusion of other institutions did not alter the importance of participation in decision making in each agreement. The fact that the model developed at Institution C was used for the system wide provisions on governance supported the conclusion that governance, including a tripartite system, was a crucial factor in bargaining. Students continued to benefit from unionization throughout the period under study and unionization was clearly not detrimental to their interests when viewed from the perspective of the contract analysis results.

The document analysis offered little evidence of relevance to the study. The limited availability of official university documents left only the student newspaper and several student government position papers as usable sources. These student publications did support several indications found in the history of bargaining. The student newspaper during the period of faculty union organization indicated the need for increased faculty involvement in governance and personnel decisions as one of the primary reasons for the formation of the union. It also expressed the students' desire to be represented on the All College Council. Position papers developed by the student government during later years reinforced this interest in decision
making by addressing a variety of issues covered in the contracts. They also clearly expressed the student's dissatisfaction with their lack of representation at the bargaining table. The document review, while offering little new information, did provide supporting indications of some of the issues of importance to at least the students.

The interview results from faculty and administrators reinforced the assessments made in the earlier portions of the study. Both groups confirmed the importance of participation in decision making as the most significant reason for the faculty to engage in unionization. The lack of a strong tradition of governance at Institution C, and an autocratic president, emphasized the need to attempt to gain power through collective bargaining. The end product was a detailed, formal structure of governance which included students. Support for a tripartite system obviously came from both parties at the table, although the trustees and administration appeared to have initially broached the concept. In any case, the unanimous conclusion that governance had been strengthened as a result of unionization was voiced by every faculty and administration participant. This conclusion included the belief that students had benefitted from the new governance provisions, that their influence and input had been important, and their lack of participation since they failed to ratify the contract had been detrimental to the entire institution. Based on these interviews, it was readily apparent that students had gained immeasurable opportunities from bargaining.
The relationship between the parties to bargaining was also described in very similar terms by both faculty and administrators. Adversarial, but not antagonistic relations typified the coexistence between faculty and administration over the entire ten year period. This relationship was viewed as a positive, natural outcome of bargaining since both parties respected each other but recognized that they were bound to disagree. Each side had learned how to work effectively with the other over the years, and the early naivety had given way to professionalism, characterized by a lack of grievances and no overt conflict. Neither party expected any change in the relationship in the future, nor did they desire such a change to occur.

The student interviews, on the other hand, described a bleak picture. Student leaders perceived power politics as being the predominant mode of operation, with them caught between the faculty and administration. The union was blamed for ruining relations between all three groups while governance was considered to be a sham and a waste of students' time. Students felt they had no power, were not appreciated or supported by either faculty or administrators, and had lost influence because of bargaining. Although the first contract gave them more representation than ever before, succeeding negotiations to which they were not allowed access reduced their role. This feeling of helplessness, in terms of involvement in the bargaining which determined their fate, led directly to the decision not to participate in governance. The student interviews indicated almost the exact opposite conclusions from those of the other two
groups. From their perspective, bargaining had been inimicable to their interests.

Taken as a whole, the interview portion demonstrated that faculty collective bargaining had produced a strengthened governance system and greater student involvement in decision making. A mature if adversarial relationship developed between the faculty and administration, and continued support for all of those outcomes was demonstrated by both parties to bargaining. The students certainly did not perceive the results in this way. The consistent views expressed by the other groups, coupled with the concrete information contained in the contracts, led to no other conclusion. Institution C was altered by bargaining in ways not even approached at the other two institutions described earlier. The effects upon governance in general, and students in particular, were significant and positive by any measure.

The theoretical framework described by Harbison and Coleman and Walton and McKersie again provided an accurate picture of the process, relationships and outcomes obtained through the case study at Institution C. Armed truce relations and distributive bargaining were not present here, however. Working harmony and integrative bargaining effectively portrayed life at the college since the beginning of negotiations. Working harmony, as described earlier, entails a process of working together by the parties rather than outright competition for power (p. 53). It includes an acceptance by the administration of bargaining as both an asset and liability; a recognition that
objectives are in conflict, but compromise can allow both sides to gain; the scope of bargaining is expanded; the union recognizes its ultimate dependence upon the success of the organization; and the administration retains responsibility for running the operation, while the union polices management action. (p. 54) These elements were all present at Institution C.

The relationship described during the interviews clearly indicated a desire to find ways to work together rather than compete for power. From the very beginning the willingness of both parties to develop and implement a new means of sharing decision making through the tripartite system demonstrated cooperation rather than conflict. A purely faculty senate, as opposed to the one which resulted, would have been a more likely outcome of an armed truce relationship. The lack of strikes during the extended negotiations over all three contracts, and few grievances, further supported the conclusion that cooperation rather than competition was the predominant mode of operation. That did not mean that the relationship was not adversarial. The administrators did not view the union as an unmixed blessing, and both parties agreed that they were adversaries who had learned to respect each other. The increasing professionalism of the relationship helped both to understand the need for compromise when differences occurred but neither had abdicated their responsibility or authority in appropriate areas.
An expansion in the scope of bargaining over that found at many other institutions, and particularly over the scope of the contracts studied at Institutions A and B, was readily apparent also. Perhaps because of the prohibition on negotiations concerning financial terms, the breadth of issues considered was wider at Institution C than was found elsewhere. Governance structures, student roles and personnel policies formed the core of each contract. This expansion of the scope of bargaining, for whatever reason it occurred, was again consistent with the conclusion that working harmony was an accurate characterization of the relationship between the parties.

Finally, there was evidence of union recognition that its success was dependent upon that of the college, and also retention of management responsibility by the administration. The fact that faculty involvement in decision making was crucial to union organization efforts clearly suggested that faculty desired to play a role in institutional affairs. At the same time, they were not attempting to unilaterally dictate college policy. Similarly, the willingness of the administration to share decision making authority implied a recognition that working with the faculty in governance was advantageous for the college as a whole. Concurrently, the management rights clause was a clear recognition of the authority of the administration and trustees to run the college. Decision making might be shared on a broad range of issues, but ultimate management authority was retained by the administration.
The relationships described in the interviews, and supported by the other portions of the case study, clearly fit the pattern of working harmony outlined by Harbison and Coleman. The purely adversarial and antagonistic relations of an armed truce were not present, nor were the close, mutual trust and sharing common to union-management cooperation in evidence. A working harmony relationship was the best description available of the status between the union and administration at Institution C, not only because the primary characteristics of such a relationship were prevalent but also because the indicators of the alternative relationships were not found.

The type of bargaining which occurred was also very different from that found at the other institutions. Integrative bargaining, as described by Walton and McKersie, "functions to find common or complementary interests and solve problems confronting both parties" (p. 4). It addresses mutual problems rather than conflicting goals, and both sides stand to gain from the resolution of these problems. Integrative bargaining, which frequently addresses qualitative issues as opposed to quantitative ones like economic considerations, was prevalent at Institution C. The kinds of contract terms which were negotiated provided the initial indication of this fact. The predominance of governance and personnel provisions in the three contracts obviously lent themselves to a problem solving approach instead of a conflict and compromise scenario. Both parties stood to gain from finding a mechanism for making effective and efficient decisions about how the institution should be run. Joint participation between
faculty and administrators and including student input, provided the opportunity for everyone at the college to mold institutional policies to their benefit. The creation of a structure to accomplish this end, and its inclusion in a negotiated contract, was a significant statement about the willingness of both parties to bargaining to reach mutually agreeable solutions to common problems. There was certainly no requirement that a tripartite governance structure be developed. Its creation was not a win or lose proposition for either side and a governance structure would not have been a mandatory subject of bargaining. A probable conclusion was that both sides determined that strengthening governance would be in their interests and then addressed the problem together.

Other evidence of integrative bargaining was found during the interviews with faculty and administrators. Both groups described the adversarial but not antagonistic relationship noted earlier which allowed them to work together on a reasonable basis. More importantly, none of the participants expressed the feeling that there was any significant disagreement about sharing governance. If anything, pride in the system they had created was evident, particularly when they spoke about its inclusion in the system wide contract. There were simply no apparent conflicts which resulted from bargaining over governance issues.

The tactics of integrative, as opposed to distributive, bargaining were also present at Institution C. A problem solving approach to
negotiations was much more descriptive of what occurred between the parties than the commitment tactics typically found when distributive bargaining was in operation. The posturing, assessment of the costs and benefits of a strike or lockout, and attempts to find means to modify an opponent's perceptions which are commonly associated with distributive bargaining were apparently not present during any of the negotiations. None of the bargaining team members described this situation while all indicated an approach to negotiations much more consistent with integrative tactics. Again, the willingness of both sides to leave old contracts in force and continue to bargain long past the expiration dates was a significant indication of integrative tactics.

Finally, the outcomes of integrative bargaining were also present at Institution C. The negotiation of the tripartite governance structure and the resulting sharing of decision making authority could not be considered as a win or lose situation for either side. As Walton and McKersie noted, integration makes it extremely difficult to assess the balance between concessions made and concessions received (p. 128). That certainly seemed to be the case in terms of negotiations over governance issues, as well as most other contract provisions. Neither the faculty nor administration interviewees identified issues which they felt had produced significant losses or gains for their side because of bargaining. Both parties expressed support for the terms which were reached and no residual hard feelings were noted. Given all of the characteristics of integrative bargaining discovered
during the case study, no other conclusion was supportable than integrative negotiations had occurred.

The combination of a working harmony relationship and integrative bargaining certainly did no harm to the level and extent of student participation in governance once bargaining began. Although there was no way to prove a cause and effect relationship, the more cooperative approach to union-management relations found at Institution C was obviously important in the significant roles students obtained in governance through bargaining. Both parties were willing to consider solutions to problems which extended beyond their own immediate needs, and the students benefitted as a result. The likelihood of a more positive atmosphere and environment for students when integrative bargaining and a working harmony relationship were present was noted earlier in the theoretical framework. The students who were interviewed did not perceive this outcome and, to the contrary, saw an almost opposite result. Objectively speaking the most supportable conclusions were that bargaining was favorable to student interests, that more positive union-management relations contributed to those favorable outcomes, and that predictions of harm to student interests simply because faculty members unionize were not born out at Institution C. In addition, the application of the theoretical framework provided by the works of Walton and McKersie and Harbison and Coleman proved to be an accurate and effective means of assessing the impact of bargaining upon student participation in governance at Institution C.
Summary

The contract analysis, case study interviews and document review conducted at Institution C, clearly demonstrated that faculty collective bargaining had benefitted students in terms of increasing their formal and informal opportunities to participate in institutional decision making. The development of a tripartite governance system which gave students opportunities for a strong voice at every level, and even an opportunity to formally ratify a portion of the negotiated contracts, was a unique outcome of negotiations. Such a governance system, and the increased influence it allowed students, was unlikely to have occurred without the presence of a unionized faculty. Given typical faculty and administration relationships in a union setting, such an outcome was unlikely in itself. The presence of a working harmony relationship and integrative bargaining contributed to these positive outcomes for students.
CHAPTER VII

INSTITUTION D

Background

Institution D is a small, comprehensive public university located in the same eastern state as Institution C. It was created in 1960 by action of the state legislature through the consolidation of two small technical institutes which had been in existence in the area since 1895. The consolidation was completed in 1964 on a totally new campus and the institution officially began operation as a technical institute. A period of rapid expansion began as programs in the humanities and social sciences were added, and the institute's designation was officially changed to university status in 1969. Undergraduate degrees are offered through the Colleges of Arts and Sciences, Business and Industry, Engineering, Visual and Performing Arts, and Nursing. Masters degrees are also available in 12 disciplines. Over 300 faculty, more than 75% of whom hold doctoral degrees, provide teaching, research and service to 5,000 students in the surrounding area. Approximately one fourth of the student population resides on campus, while the remainder are daily commuters.

Because of its university status, Institution D has a separate board of trustees which operates independently from the other state institutions. While this board is still reliant upon the legislature
and governor for funding, the daily operation and administration of the campus is much more autonomous than at any of the other colleges in that state. As a new and independent institution the university has not had a strong political support base and funding has been particularly tight in recent years.

The faculty federation on campus was first organized in the spring of 1968 when the American Federation of Teachers was chosen as the bargaining representative. Three contracts were subsequently negotiated during the period under study, covering the years 1970-73, 1973-76 and 1976-79, with the final contract containing an automatic renewal clause for succeeding years unless either party served notice that they wished to reopen bargaining. No strikes had occurred throughout the life of faculty collective bargaining although the faculty did picket trustee members' places of business during the negotiations over the initial contract. This action occurred as a result of the federation's perception that the trustees were stalling and not bargaining in good faith. After a court hearing regarding an injunction to prohibit the picketing, which the federation won, both parties returned to the table and bargaining resumed without further incident. In general, federation-management relations had been fairly stable over the years. The second contract, in fact, was negotiated in only two weeks.

Four additional occurrences played a significant role in the history of bargaining at Institution D. First, the leadership of the
university changed between the negotiation of the first and second contracts when the former president was relieved and a new one appointed. This change in leadership had a major impact upon faculty and administration relations which was explored in depth in the interview portion of the study.

Second, shortly before bargaining began on the second contract a series of weekend seminars was held with representatives from the federation and student body. The seminars, which were designed to explore the role of the institution, develop future plans, and generally heal long standing sources of conflict between the two groups, led to important changes in governance. These changes, which were incorporated in the second contract, were examined in the contract analysis phase.

Third, a representation election was again held in 1979 when the state teacher's union challenged the AFT for the right to represent the faculty. Although the state organization represented faculty members at virtually every other public college and university, the faculty at Institution D voted more than two to one in favor of maintaining the AFT as their bargaining agent. This outcome was even more surprising in light of the fact that the local AFT chapter had only slightly more than one-third of the faculty signed up as dues paying members prior to the election. Obviously the faculty, whether members or not, supported the work which had been done by the federation on campus.
Finally, the federation leadership had made a decision not to bargain for an agency fee for nonmembers of the union. The influence exercised by the federation, as indicated in the significant changes made through contract negotiations, was not a result of the security provided by a guaranteed financial base. The fact that the union leaders felt stable and secure enough to negotiate with the administration and withstand a representation challenge without resorting to an agency fee was somewhat unique in higher education. The implications of this sense of security in terms of the bargaining relationship between the parties was explored further during the faculty and administrator interviews.

**Contract Analysis**

Three contracts were negotiated between the faculty and trustees during the period under study. These agreements varied widely in terms of scope and length, ranging from 19 to 65 pages. The inclusion of items of relevance to this research also varied considerably, as Table 4 indicates. It was readily apparent that major changes occurred from the first to the third contract, especially in terms of provisions relating to student roles in governance. These alterations were examined in detail through the analysis of the specific content of each individual contract.
### Table 4

Analysis of Contract Terms at Institution D

Coding:  
- "C" - item incorporated in contract  
- "R" - reference in contract to existing structures or practices  
- "S" - student involvement specified in contract

<table>
<thead>
<tr>
<th>Contract Item</th>
<th>Contract Years</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Governance Structures</strong></td>
<td></td>
</tr>
<tr>
<td>1. Specification of a Campus-wide Body (e.g., Senate)</td>
<td>C  C,S  C,S</td>
</tr>
<tr>
<td>2. Specification of a School/College/Division Body</td>
<td>C  C,S  C,S</td>
</tr>
<tr>
<td>3. Specification of Department Bodies</td>
<td>C,S  C,S  C,S</td>
</tr>
<tr>
<td>4. Faculty Representation at Board of Trustee Level</td>
<td></td>
</tr>
<tr>
<td>5. Student Representation at Board of Trustee Level</td>
<td></td>
</tr>
<tr>
<td><strong>Governance Activities</strong></td>
<td></td>
</tr>
<tr>
<td>1. Personnel Policy Development</td>
<td>C  C  C,S</td>
</tr>
<tr>
<td>2. Class Scheduling</td>
<td>C  C  C,S</td>
</tr>
<tr>
<td>3. Long-range Planning</td>
<td></td>
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<tr>
<td>4. Short-range Planning</td>
<td></td>
</tr>
<tr>
<td>5. Calendar</td>
<td>C  C  C,S</td>
</tr>
<tr>
<td>6. Facility Planning</td>
<td>C  C  C,S</td>
</tr>
<tr>
<td><strong>Academic Items</strong></td>
<td></td>
</tr>
<tr>
<td>1. Course/Program Development</td>
<td>C  C  C,S</td>
</tr>
<tr>
<td>2. Curriculum</td>
<td>C  C  C,S</td>
</tr>
<tr>
<td>3. Teaching Load</td>
<td>C  C  C</td>
</tr>
<tr>
<td>4. Work Load</td>
<td>C  C  C</td>
</tr>
<tr>
<td>5. Class Size</td>
<td></td>
</tr>
<tr>
<td>6. Office Hours</td>
<td>C</td>
</tr>
<tr>
<td>7. Admission Requirements</td>
<td></td>
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<tr>
<td>8. Degree Requirements</td>
<td></td>
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<tr>
<td>9. Academic Performance Standards</td>
<td></td>
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<tr>
<td>10. Academic Discipline</td>
<td></td>
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</tbody>
</table>
Table 4 (continued)

<table>
<thead>
<tr>
<th>Contract Item</th>
<th>Contract Years</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Personnel Issues</strong></td>
<td></td>
</tr>
<tr>
<td>1. Faculty Selection/Appointment</td>
<td>C</td>
</tr>
<tr>
<td>2. Faculty Reappointment/Renewal</td>
<td>C</td>
</tr>
<tr>
<td>3. Faculty Promotion</td>
<td>C</td>
</tr>
<tr>
<td>4. Tenure</td>
<td>C</td>
</tr>
<tr>
<td>5. Dismissal for Cause</td>
<td>C</td>
</tr>
<tr>
<td>6. Faculty Evaluation (Teaching)</td>
<td>C,S</td>
</tr>
<tr>
<td>7. Grievance Procedure</td>
<td>C</td>
</tr>
<tr>
<td>8. Arbitration</td>
<td>C</td>
</tr>
<tr>
<td>9. Staff Reduction/Retrenchment</td>
<td>C</td>
</tr>
<tr>
<td>10. Administrator Selection (President)</td>
<td>C,S</td>
</tr>
<tr>
<td>11. Administrator Selection (Dean)</td>
<td>C,S</td>
</tr>
<tr>
<td>12. Administrator Selection (Department Chair)</td>
<td>C</td>
</tr>
<tr>
<td><strong>Financial Items</strong></td>
<td></td>
</tr>
<tr>
<td>1. Institutional Budget</td>
<td>C,S</td>
</tr>
<tr>
<td>2. Tuition Levels</td>
<td></td>
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<tr>
<td>3. Fee Levels</td>
<td></td>
</tr>
<tr>
<td>4. Faculty Salary Scale</td>
<td>C</td>
</tr>
<tr>
<td>5. Faculty Salary Increases</td>
<td>C</td>
</tr>
<tr>
<td>6. Faculty Merit Pay</td>
<td>C</td>
</tr>
<tr>
<td>7. Faculty Extra-duty Pay</td>
<td></td>
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<tr>
<td><strong>Student Affairs</strong></td>
<td></td>
</tr>
<tr>
<td>1. Student Behavior (Extracurricular)</td>
<td>C,S</td>
</tr>
<tr>
<td>2. Activity Fee Levels</td>
<td></td>
</tr>
<tr>
<td>3. Activity Fee Allocations</td>
<td></td>
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<tr>
<td>4. Housing Policies</td>
<td></td>
</tr>
<tr>
<td>5. Student Government Structure</td>
<td></td>
</tr>
<tr>
<td><strong>Rights and Responsibilities</strong></td>
<td></td>
</tr>
<tr>
<td>1. Faculty Rights</td>
<td>C</td>
</tr>
<tr>
<td>2. Faculty Responsibilities</td>
<td>C</td>
</tr>
<tr>
<td>3. Student Rights</td>
<td></td>
</tr>
<tr>
<td>4. Student Responsibilities</td>
<td></td>
</tr>
<tr>
<td>5. Management Rights</td>
<td>C</td>
</tr>
<tr>
<td>6. Management Responsibilities</td>
<td></td>
</tr>
<tr>
<td><strong>Total Student Mentions</strong></td>
<td>4</td>
</tr>
</tbody>
</table>
The original contract, negotiated in 1970, covered the years 1970-73. The major items included in the contract dealt with federation-trustee relations, academic freedom, salary, promotion, tenure and appointment, work load, administrator selection and grievance procedures. As the length of the contract indicated, few of these articles were addressed in the same depth which had occurred at the other institutions studied. At the same time, there were significant indications concerning the relationship between the parties and issues of importance evident in the contract.

Article II, which dealt with federation-trustee relations contained the standard clauses found in this item such as fair practices, dues check off, federation offices, etc. Two sections were exceptional. First, a structure and procedure were developed to ensure continuing consultation between the parties. Each college was required to establish a committee composed of administrators and federation representatives which met on a regular monthly basis. The purpose was to guarantee that discussion and resolution of "mutual problems affecting the overall relationship between the parties" occurred. (1970, p. 5). A similar set of meetings between federation officers and the president of the university was also mandated. The contract analysis offered no evidence of the productivity of these meetings but the intent to maintain smooth relations during the life of the contract was apparent. This clause provided an indication of the willingness of the parties to develop a cooperative relationship which was explored further during the interview portion.
Second, as a part of this article, the federation was given access to trustee meeting agendas prior to scheduled meetings and minutes were required to be sent to the federation president. Again, there was a sharing of information built into the contract which would be essential for any effective cooperation to develop. Whether the intent in negotiating this item was to begin the development of a cooperative relationship or simply to protect the federation from arbitrary actions by the trustees could not be determined from the contract alone. The interviews clarified the motives at a later point.

Article III provided the first evidence of governance concerns in the contract. As a result of this item an Academic Review Committee composed of two federation members, two trustee representatives, the president and the dean of faculty was formed. This committee was designed to "review changes in academic programs which directly affect wages, hours and conditions of employment" (p. 6). The creation of a body to deal with academic concerns which could have implications upon contract terms was one way of proactively dealing with issues rather than resorting to the grievance procedure after a decision was made. This approach further illustrated the cooperation which was being directed by the contract.

The section pertaining to salaries and wages was significant for several reasons. First, that it was included at all was important since Institution D is located in the same state as Institution C, and
bargaining over financial considerations was prohibited. Obviously, there must have been a considerable investment in this issue on both sides for salaries to have been included. Second, the article acknowledged the dependence of the institution upon monies appropriated by the legislature. It then specified that all funds appropriated for faculty salaries be used only for that purpose unless consultation with the federation occurred. While this technically may not have been negotiation on financial items, the terms definitely restricted the freedom of the administration to shift funds within the budget to meet other institutional needs. A further section delineated how merit money was to be distributed once it had been authorized by the legislature. A portion of these funds was allocated to the deans for pure merit raises while the bulk of the money was distributed as across-the-board raises for all faculty. As before, this approach may not have been illegal but it certainly approached the limits of the restriction against bargaining over financial items. Finally, a "Future Merit Committee" (p. 8) with three trustee and federation members was formed to develop policies for disbursing any future merit funds.

The only other provision of this contract which directly pertained to the study concerned selection procedures for college deans. The contract required that a committee of three tenured faculty appointed by the federation, three others appointed by the president, and one student selected by the Student Senate, be solely responsible for nominating the final candidates for the position. This approach
mandated considerable faculty involvement in senior administrator selection, but it also allowed a student voice. Neither outcome was common at any of the other institutions studied.

The remainder of the contract dealt with common items such as grievances, appointment, promotion and tenure regulations, and other work load concerns. Given that the entire contract was only 19 pages long, these items were described with a brevity not often encountered in collective bargaining agreements. Throughout the document students were mentioned only three times. Since governance in general was not a focus of the contract, and students were not considered, the obvious conclusion to be drawn from the analysis of the 1970 contract was that student participation in governance had not been affected by collective bargaining. There was no evidence to indicate that student roles or interests had been harmed or helped by the unionization of the faculty.

The second contract, which was effective from January, 1973 through June, 1976, broke new ground in the governance area. The majority of Articles dealing with salary and working conditions remained the same. The college committees charged with discussing faculty-administration relations were continued, as was the Academic Review Committee. An entirely new article, titled, "Governance and Participation in Decision Making" (1973, p. 7) was then added. Included in this section was a specific procedure for the selection and evaluation of department chairmen, and a governance structure at
the department and college levels. Departments were required to form faculty evaluation committees and allowed to form others as the need arose. Each college created a College Academic Council designed to act on recommendations produced by department faculty evaluation committees and actions from any other committees formed in the departments. A University Council was also created, which drew its membership from the College Councils. In effect, this structure provided the formal process for handling all personnel actions, such as promotion, tenure or reappointment.

Student evaluation of teaching effectiveness was included in this governance article, along with procedures for classroom visitations by faculty evaluation committee members, and the possible removal of faculty who received unsatisfactory student evaluations over a period of six consecutive semesters. An entire curriculum review structure was also developed which mandated equal student and faculty membership at the department and college level and provided for some student involvement on the University Curriculum Committee. Finally, advisory committees were also developed. A Committee on Standards and Evaluation was formed to recommend "standards for appointment, reappointment, promotion and tenure" (p. 10). Students, faculty and administrators were also appointed to a Committee on Governance in order to "develop recommendations to strengthen procedures leading to more effective governance in the University" (p. 10). Representatives of all three groups were also designated to act on advisory committees
for the selection of deans, the dean of the faculty and the president should any vacancies occur.

Other significant additions to the second contract included improved benefits and more detailed personnel policies. Life, health and accident insurance coverages already in existence were incorporated in the contract for the first time. Promotion, tenure, sabbatical leave and reduction of personnel policies were all expanded or added to the contract. Grievance procedures, including provisions for a faculty member to grieve the actions of a department chairman or a department committee on faculty evaluations, were described in greater detail also. Finally, the contract provided for the establishment of a committee with three members appointed by the president and three members from the federation to "review the evaluative and grievance procedures outlined herein and to make recommendations as needed to improve their effectiveness" (p. 26).

It was evident from the analysis of the second contract that major changes had occurred, particularly in terms of the governance structure of the university. While the contract was still only 27 pages long, the scope of bargaining had been expanded considerably. This alteration was even more significant in light of the fact that the entire period of negotiations was only two weeks. Obviously a high degree of cooperation must have existed between the parties to allow new governance bodies to be created at all levels, curriculum decision making processes to be altered, and students to be granted
formal roles in governance in such a short period of time. On the surface, at least, it appeared that bargaining had a major impact upon governance and student opportunities as the result of a positive working relationship between the union and administration.

The final contract studied took effect in July of 1976 and ran through the summer of 1979. The length increased significantly, with the document growing to 65 pages. Most of the increase was the result of greater specificity in areas already covered by previous documents but several new items were added. First, four additional university wide committees were developed. These included a budget review board designed to advise the president "on financial matters relating to the current budget and on the preparation of future budgets" (1976, p. 14). Three students, faculty and administrators served on the committee. A university space planning and allocations committee, with five faculty, two administrators, one student, and several clerical and service representatives was appointed. Responsibility for development of the university calendar was given to a group composed of seven faculty, four students and three administrators. Finally, three faculty, administrators and students were appointed to the building and grounds committee.

The second major addition to the contract was the inclusion of an entire constitution for a Faculty Senate to replace the existing organization developed by the trustees in 1970. This body was made up entirely of faculty members and librarians, although the standing
committees did include representatives from the student body on every committee. The contract language was clear in its intent regarding governance when the objective of the Senate was defined as:

To represent the faculty in the following areas:
(a) standards and policies for the admission of students, including transfer students.
(b) Standards and policies for the granting of honorary degrees and honor awards for students.
(c) Policy for minimum residency requirements for awarding degrees in major fields.
(d) Standards for grading and academic regulations.
(e) Policies affecting student activities and cultural affairs (with student consultation).
(f) Policies governing university research.
(g) Policies governing the library.
(h) Policies governing computer usage.
(i) Assumption by the university of research or service obligations to private or public agencies. (p. 16)

The standing committees formed to put these tasks into operation were: admissions, computer users, cultural affairs, library, research, student activities, student-faculty academic affairs, and student financial aid. These committees, and the senate itself, served only as recommending bodies since all actions were referred through the administrative structure to the president or trustees for a final decision. The inclusion of the senate in the contract was a major expansion in the scope of governance provisions even though the organization only had recommending authority.

The remaining additions to the contract dealt primarily with personnel policies and procedures. Personnel file requirements, criteria for personnel actions, reappointment or nonrenewal recommendations, promotion and tenure standards, and student evaluation procedures were
all detailed in specific terms. In addition, a new committee was formed to develop an institution wide teaching evaluation instrument. The five faculty and students, plus three administrators who were appointed to this committee were also charged with developing recommendations on the definitions of outstanding, above average, or satisfactory teaching performance (p. 45). Retrenchment, affirmative action and continuing education policies also received more attention.

In conclusion, it was apparent that major alterations occurred through the progression of negotiated contracts at Institution D. Each succeeding document expanded the consideration of governance provisions and strengthened faculty roles in decision making. Students also fared better over the years in terms of their roles in institutional governance. Each increase in formal faculty participation included some improvement in the status of students within the negotiated structures. The fact that students were given seats on faculty senate committees while administrators were not was indicative of this trend. The number of times students were simply mentioned in the contracts also confirmed this progression. From only three mentions in the first agreement, through 30 in the second, to 49 in the third, student interests obviously received increasing attention. The immediate impression that faculty collective bargaining had been beneficial to students was difficult to contradict given these changes in the contracts.
Document Review

Attempts to obtain relevant materials at Institution D were totally unsuccessful. The library contained no historical information about union organization efforts or the bargaining process over the years. Since the Faculty Senate and its committee structure apparently had been incorporated completely in the latest contract, no administrative faculty official had retained copies of past senate constitutions or by-laws. Even the individual interview participants had no materials available beyond copies of the various contracts.

Interview Results - Faculty

The faculty members who were interviewed at Institution D offered a broad background in the history of the university and in the activities of the federation. They included the current federation president, who had participated on two faculty bargaining teams, the first president who helped organize the union, chaired the initial negotiations, and founded the first Faculty Senate in 1966, plus the newly elected federation president. All of these individuals were knowledgeable about the institution and its history, and at least one had been actively anti-union prior to the beginning of bargaining.

These individuals consistently described a complete reversal in relations between the union and administration. There was a complete lack of trust between the parties during the organizational phase and through the negotiation of the initial contract. The faculty stated that the administration was rigid, authoritarian, and abusive of
faculty rights at that point. Those issues, in fact, were partially responsible for the organization of the union in the first place. Those same attitudes led the faculty to picket trustee places of business during the first negotiations when they felt bargaining was not being conducted in good faith. A major change in the relationship occurred with the appointment of a new president prior to the beginning of bargaining on the second contract. The union leadership, in their view, made a concerted attempt to help the new president get off to a good start, establish positive relationships, and be constructive rather than competitive in faculty-administration relations. This approach was reciprocated by the senior administrators, from the president down, and positive, cooperative relations ensued. The president was described as having an open style, a desire to solve problems, and a willingness to share responsibility which helped everyone acquire a cooperative attitude.

The relationship which then developed between the parties was viewed as very positive, respectful and cooperative. The most common description offered by the faculty focused on the willingness of both sides to reach agreement on solutions to common problems. Each group apparently accepted the other and began to work actively with them as opposed to competing for a clear victory. A recurring theme which appeared in all of the comments was the recognition that the greater good of the university as a whole was a crucial factor to be considered during bargaining. Considerable notice was taken of the fact
that the university was relatively new, its financial support was
tenuous, and its continued existence was not guaranteed. All of the
faculty identified with the need to work toward both the survival of
the institution and the establishment of academic excellence at the
same time. External uncertainty and the shift in personalities and
leadership style with the appointment of a new president were jointly
responsible for the development of a close, positive and cooperative
relationship between the faculty and administration. None of the
faculty expressed any concern that this type of relationship would not
continue in the future and the newly elected federation president
looked forward to the opportunity to participate in such a positive
environment.

Just as the relationship had changed over the years, so had the
importance of various issues during bargaining. Initially, economic
considerations were crucial. The merger of the two small technical
schools and the ultimate achievement of university status resulted in
a rapid expansion of the institution. Many new faculty members were
appointed, often at high salaries, and a disproportionate amount of
merit money was allocated to them. The established faculty soon felt
almost completely disenfranchised. They felt that little recognition
was given to either their past or present contributions although their
efforts had allowed a fully accredited university to spring into
being. In an attempt to rectify these perceived wrongs, the senior
faculty, who normally are most strongly opposed to unionization, began
the organization of the federation. As a result, the most important
item in the first contract was a definition of the merit pay policy. Other benefits and personnel policies in general were also important issues during the initial bargaining.

Once these early issues were resolved, the focus of bargaining shifted and the scope expanded. With the establishment of cooperative relations between the parties attention moved to ways of effectively sharing decision making authority. The faculty federation stressed governance issues prior to the commencement of bargaining for the second contract and the administration apparently concurred. This emphasis produced the addition of major governance provisions in the second contract. The inclusion of the faculty senate in the third contract was a continuing example of the tendency toward including decision making mechanisms in the legal agreement. The federation leadership saw a potential source of conflict between the faculty and union if a senate was in operation outside the scope of negotiations. Rather than allowing the traditional governance system to compete with the union it was incorporated in the contract. This approach defined the relative areas of authority for each body and prevented competition between the two. It also simplified relations with the administration since everyone knew what structure to utilize in resolving problems. According to the faculty, the president and other administrators shared this view and actively supported the inclusion of the senate constitution in the contract.
Although the second and third contracts produced greater specificity in personnel policies and financial terms, the over riding emphasis expressed by the faculty was a desire to improve faculty participation in decision making. Even though these items were considered to be working conditions rather than governance, the goal was to ensure that the contract guaranteed faculty members a say in the daily operation of the university. That input was not channeled through the union and the federation leaders expressed no desire that it should be. Their view of the union was simply as a tool to ensure participation by faculty. At the same time the faculty felt that student involvement in at least some decisions was entirely appropriate and should be included. There was apparently no organized pressure by students to carve out roles for themselves in the contract. The federation officers simply believed that representation of all constituencies was valuable and students were granted voting memberships on standing committees and other bodies. As a result, the faculty felt that the bargaining process had certainly not harmed student interests and had probably proven beneficial in terms of granting them formal opportunities within the negotiated governance structure. The only point at which the faculty opposed active student involvement was in personnel decisions. They stated that student input through evaluation of teaching was important, had been seriously considered, and had, in fact, been responsible for several faculty either being reappointed or not granted tenure. They did not want students sitting on promotion or reappointment committees, though.
In almost every other area, the faculty were supportive of student involvement. They described the level of student participation as declining somewhat from the high of the protest years but still reasonably active. Students seemed to utilize their opportunities and have an impact upon decisions, although there was some variation between departments and other committees in terms of how active the student representatives were. In many cases, the specific issues under consideration at the moment seemed to be a more important factor in generating student involvement than anything else.

Finally, the faculty interviews revealed that students had expressed some desire to be included in the bargaining process itself during the early years of unionization but no strong effort had been made to achieve this goal. The conferences which occurred prior to the second contract had somewhat defused any movement by students to obtain a voice at the bargaining table and the issue had not been seriously raised since then. The faculty were unanimous in the opinion that students should have no say in the negotiations and would actively oppose any such initiative. They were not opposed to obtaining student views on issues outside of the actual negotiations but saw bargaining as a two party process which could not function with any other group present. Barring a change in the state labor relations law, which some student groups had lobbied for, the federation leaders did not see any possibility of students ever becoming involved in negotiations.
Interview Results - Administration

The administration interviews were conducted with individuals who possessed widely varying backgrounds. A former dean of the faculty had been the chief negotiator for the administration on the initial contract, and had participated on the bargaining team for the second. The current dean of administration had been a charter member of the union, had been a faculty member for 31 years, and served on the first faculty negotiating team. He had since served as a negotiator for the administration. The current dean of faculty had been involved in the bargaining of the final contract and had administered almost all of its personnel and governance provisions. Given these varying types of experiences, their descriptions of the history of bargaining at Institution D were remarkably similar to those of the faculty.

The relationship between the union and administration over the years was described in almost exactly the same terms. Initially, one administrator characterized the interaction as one of deciding "what kind of confrontation do we want?" The president was arbitrary in his actions, no open discussion between the groups occurred, and decisions reached at the bargaining table were often vetoed by the president. This approach was directly responsible for the onset of unionization and for the picketing conducted by the faculty when negotiations dragged on for 18 months as the first contract was being bargained. The open leadership style of the new president, which affected the entire administration, was given the major credit for reversing the negative relationship which had developed. Since his
appointment relations were described as universally positive. While the administrators recognized that events could alter the relationship in the future, the period since the second contract had been harmonious with both parties cooperating to solve problems. As in the faculty interviews, the basic concept that everyone was concerned with the interests of the university as a whole, rather than self interest on the part of a particular group, seemed to be a guiding philosophy. The end result was that no administrator described any elements of conflict or competition between the union and administration in the last six years. It was also noted that there had only been two or three grievances filed during this period. In general, a spirit of cooperation seemed to be predominant.

The types of items important during each set of negotiations were also consistent with those described by the faculty. Merit awards and personnel policies in general were the crucial factors for the union in the first negotiations, while the administration apparently had no significant issues it sought to obtain beyond holding the line against faculty infringement of management rights. The merit money issue was indicative of the prevailing atmosphere. Administrators routinely commented that the past president awarded increases on the basis of whether or not he personally liked an individual faculty member. The end result was that the newer, younger faculty received a significantly disproportionate share of these funds and the established, preconsolidation group was consistently passed by. Establishing a mechanism to fairly distribute discretionary funds
like merit, and developing standardized personnel policies were central to the initial bargaining.

The merit pay issue was also clarified by the administration interviews in terms of the legal prohibition against bargaining over financial matters. Although the law prohibited negotiations about obtaining money controlled by the legislature, it did not prevent consideration of how it would be spent once it was appropriated to the institution. The initial bargaining focused on the means of determining how merit money would be distributed after it came under institutional control, effectively removing the possibility of arbitrary decision making by the president. In a similar fashion, the promotion, reappointment and tenure policies included in the first contract were also designed to legitimize these personnel actions in a standardized way and give faculty an opportunity to provide input into these decisions.

Personnel policies and salary issues remained important through the later negotiations, according to the administrators, but governance and decision making in general received considerably more attention in succeeding contracts. There were several reasons given for this change in emphasis. First, as noted earlier, both the union and the president were interested in this area. The president was particularly optimistic about utilizing the collective bargaining process as a means of structuring a university. That inclination was in close alignment with the goal of the union to gain faculty input into what
happened on a daily basis at the university. Second, the union leadership was perceived by the administration as being concerned about governance issues. Since the union was founded by the older, experienced faculty who are typically most active in any campus governance structure, they were more inclined to incorporate decision making into a contract than might usually be the case. Third, governance was one area that the union could have a noticeable impact on and thereby generate support from all of the faculty. As one administrator commented, governance was a way for the union "to bring people into the fold" and give them an opportunity to participate on issues of importance to them. It was a means of internally strengthening the union as well as achieving a level of democratic participation for all faculty. Finally, by building in a complete governance structure the union could avoid the possibility of a rival organization developing to challenge its authority. The administrators saw all of these motivations as being consistent with their own goals. By working with the union to develop effective governance, the administrators felt they had made the institution more viable, established consistently positive relationships, and prevented major conflict from erupting. Governance was an issue which both sides could gain from, and neither party opposed its inclusion when it came to the table. Prior to bargaining over the second contract, in fact, many of these issues were already agreed upon informally.

The inclusion of students in the various governance provisions occurred partly as the result of student pressure but primarily
because both parties felt they had something to offer to the decision making process. Two of the administrators commented that the students were central to the institution's existence and it seemed entirely appropriate to them that student input be obtained on most issues. They felt as strongly as the faculty had that students should not be involved directly in personnel decisions other than providing information about teaching effectiveness. Beyond that restriction, they indicated that students had the investment and knowledge about the institution necessary for them to be informed consumers and provide a perspective different from that of either the faculty or administration. There was unanimous support by the administrators for student roles on committees ranging from the budget to the cultural affairs group. They also expressed the belief that the faculty in general shared this view. The only area they thought faculty might not be as supportive was in student evaluation of teaching effectiveness which seemed to have produced a split among the faculty. That was also the issue which students had pressed most vigorously for beginning with the off campus conferences prior to negotiation of the second contract and extending through the current agreement.

Actual student participation had varied somewhat over the years from the perspective of the administrators. Initially there was considerable interest and involvement. In later years the number of students who attended committee meetings and played an active role had declined but the student government leaders continued to participate on a regular basis. Even with the reduction in numbers, all the
administrators indicated that student input had been valuable and that their contributions had made an impact upon the decisions which were ultimately reached. None of the administrators expressed any desire to limit student involvement in governance and none foresaw that approach as a realistic possibility in the immediate future.

Finally, the administrators were as adamant about keeping students out of the collective bargaining process as the federation leaders had been. There had not been a major push by students to gain access to the table since the early years of unionization but even if there was, the administrators stated that they would actively oppose such an effort. Bargaining was seen as a two party process which would degenerate into chaos if students were allowed access. Governance participation might be appropriate, but collective bargaining involvement by students was totally unacceptable.

**Interview Results - Students**

Participants in the student interview portion of the case study had extensive experience in the governance structure of the university, and were able to provide insight into most of the history of bargaining. The students included a past student senator who had served on several Faculty Senate committees, in addition to being elected treasurer of the student body; a past treasurer who was currently the president of the organization; and a past officer who had been elected as the student trustee. In addition, the assistant dean of students was interviewed since both faculty and administrators
had identified him as a source who was particularly knowledgeable about student involvement.

In general, the students concurred with the opinions of the other campus groups in regard to the opportunities students had to participate in institutional decision making. They felt that students were represented on every important committee and particularly identified the budget, curriculum and student affairs committees as significant sources of influence. There was some resentment expressed about the lack of a formal student voice in the Faculty Senate but overall the students appeared to be satisfied with the amount of influence they had. One student commented that "the whole place is saturated with opportunities."

Beyond the seats allocated to them in the governance provisions of the contract, students identified several other opportunities which were highly valuable in expressing their needs and interests. First, they felt that having a student as a voting member of the Board of Trustees was an advantage that not even the faculty could equal. This seat permitted input, if not influence, over every major issue which arose on campus including the negotiation of the union contract. For that reason alone the students felt that their access to decision making was excellent. Second, the student evaluations of teaching effectiveness which were specified in the contracts were an important means of having an impact upon personnel actions at the university. Although the general student population might not be able to see
concrete results from these evaluations, the government officers viewed them as exerting influence on reappointment and promotion decisions. They could not guarantee that evaluations were considered but felt confident that administrators utilized them. Finally, student leaders stated that informal opportunities were as important as the formal roles designated in the contract. A tradition had developed, in their view, which was supportive of seeking student input. There was often informal consultation on major policy decisions by the administration whether or not an official student role was required. Overall, students appeared to be satisfied with their access to institutional decision making and felt confident that they could exert influence when the need arose.

With the level of satisfaction expressed about participation in governance, the extent of general student involvement was apparently no higher than at any of the other institutions included in the study. Comments were repeatedly made regarding the amount of apathy among students and the difficulty encountered in filling all of the available committee appointments. Due to the large number of commuter students there was not an extensive pool of students to draw from who were willing to commit the extra time and energy necessary to become involved in governance activities. A core group of students was apparently responsible for most of the involvement, just as had been the case elsewhere. The fact that this small group was able to influence decisions, at least to their satisfaction, strongly suggested that the structure was indeed responsive to student input
and participation. One student did indicate that the transience of student participants did reduce the long term effects of their involvement. He also indicated that the knowledge gained by a particular individual often had to be re-learned by his or her successor, especially on complex issues such as the budget. These considerations were not viewed as significant problems.

From the students' viewpoint, the attitudes of the parties to bargaining about student participation were almost as positive. Administrators were considered to be highly supportive of student roles on virtually every issue. The president was particularly commended for his strong commitment to student involvement. In contrast to the past president, who was described as a dictator, the current administration was perceived to be constantly aware of students as a vital part of governance. This optimistic view did not extend to the faculty to the same degree. Although most faculty seemed supportive of student roles, some were viewed as active opponents either because they did not believe in student participation generally, or they were threatened by student representation. For the most part, government officers did not consider this to be a widespread problem and they did not think the union as a group was antistudent. There was no fear on the students' part that faculty would bargain away their access to the governance structure, even though they recognized that the possibility did exist.
The issue of involvement in the collective bargaining process itself was not a significant concern. In the past some individual students had expressed an interest in obtaining a student voice at the bargaining table, but no major effort had been made to achieve this goal. The student body as a whole was described as uninformed about bargaining and its potential effects on their interests. Even the government leadership was not particularly knowledgeable in this area. The overall feeling seemed to be that faculty unionization was a somewhat abnormal phenomenon on a college campus but it was not something worth worrying about. The students had not observed any harmful effects in the past, were confident of the continued support of the administration, and saw no reason to be proactive in protecting their interests through some role in negotiations.

Analysis of Data

The various phases of the case study conducted at Institution D each provided significant information of relevance to the research. The history of bargaining at the university alone offered an indication of the type of relationship which had developed between the faculty union and the administration, as well as the effects of that relationship. Bargaining over the ten year period studied had been relatively trouble free. There had been no strikes or lockouts, grievances had been held to a minimum, and overt signs of conflict between the parties were extremely limited. The only obvious labor strife was the picketing conducted by the faculty during the initial negotiations. This action lasted only one day, and was halted by
legal action which led to a resumption of negotiations. Beyond this isolated incident, the public appearance of faculty-administration relations was almost entirely placid. This impression was further strengthened when the length of each set of negotiations was considered. Although bargaining on the first contract took 18 months, the second agreement was completed in two weeks. Obviously the relationship had changed dramatically between these two events and a considerably higher level of cooperation had developed. The third set of negotiations, while lasting approximately six months, was still conducted in an apparently straightforward manner without the conflict of the initial bargaining.

The second historical occurrence which had a major impact was the change in leadership at the institution with the appointment of a new president. The shift from an autocratic, and even dictatorial, chief executive to one who stressed open communications and shared decision making produced a significant alteration in the overall institutional environment. Union and management relations changed as a direct result, and a spirit of cooperation developed among all of the campus constituencies. The off campus conferences between students and faculty and the informal consultations which preceded the negotiation of the second contract were two indications of the altered atmosphere. One individual's personal leadership style apparently accounted for most of these positive outcomes.
The final historical incident of relevance was the success of the federation in retaining its place as the legal bargaining agent when challenged in a representation election by the state teachers organization. A relatively small group of union members, without the security of any agency fee, retained its status by an overwhelming margin. This fact clearly implied a high level of satisfaction with the results of the union's earlier efforts and strengthened the federation's bargaining position. Any union with that sense of stability would be much more likely to continue to operate in the same cooperative fashion, secure in the knowledge that there was support for that approach and the outcomes it had produced.

Analysis of the three contracts demonstrated a consistent pattern in terms of the approach to shared decision making. All three opportunities specified for student participation included almost every conceivable issue with the single exception of restricted involvement in faculty personnel actions. Even in that area the contracts mandated the utilization of student evaluations of a faculty member's teaching ability as a major consideration in promotion, tenure and reappointment decisions. Clearly, faculty unionization had a beneficial impact upon the level and type of student participation in governance.

The interview results with all three campus groups consistently supported the conclusions drawn as a result of the other portions of the case study. The shift in the bargaining relationship noted
earlier was unanimously confirmed during the faculty and administrator interviews. Both parties to bargaining indicated that union-administration relations initially had been confrontive and competitive. The length of the first negotiations and the picketing by faculty were noted as primary examples of this adversarial relationship. There was evidently an almost total lack of trust, a win-lose approach to bargaining, and very little open communications. The leadership style of the president accounted in great part for this atmosphere. The difference in approach by his successor similarly produced the altered relationship characterized by mutual respect, trust and cooperation. This cooperative effort to resolve common problems was based in large part on the view that the good of the institution was of greater importance than anything else. Since both administrator and faculty interview participants stated this view, it was evident that it had become a major consideration during bargaining over the second and third agreements.

The change in relationship was primarily responsible for the considerable expansion of bargaining and inclusion of governance provisions. Gaining access to decision making had been a primary union goal, particularly in the merit pay area. This objective was supported by the new administration. Collective bargaining as a means of structuring the institution became the predominant emphasis, rather than utilizing negotiations as tool to defend management rights. Although other factors came into play, such as the union's desire to incorporate the senate and prevent it from becoming an alternative
source of power in dealings with the administration, bargaining was utilized to share decision making at Institution D.

The primary beneficiaries of increased participation were obviously the faculty but students gained appreciably also. Without any major pressure applied by students, except perhaps at the off-campus conferences preceding the second negotiations, formal roles were given to students at all levels. The belief expressed by both faculty and administrators that students had a valuable part to play in governance was carried out in each contract. Every time faculty governance opportunities expanded, so did the students'. On many standing committees the students even outnumbered the administrators. The administration expressed complete support for student involvement in decision making, and the students recognized it. The faculty were more qualified in their support, but still believed that students would continue to be recognized in future contracts. On the students' part, they were satisfied with the opportunities available and had come to expect a high level of access to decision making. The level of student participation varied from issue to issue and apathy was a factor as at most campuses, but students utilized their opportunities. In general, the interviews clearly indicated three things. One, bargaining had a significant impact upon governance. Two, that impact was the direct result of a cooperative relationship between the faculty and administration. Three, students had achieved a high level of both formal and informal opportunities to participate in
institutional decision making because of their inclusion in the collective bargaining contracts.

The findings of the case study were again consistent with the theoretical framework. An armed truce relationship such as that found at Institutions A and B, effectively described the pattern exhibited during the early years of bargaining. The union was clearly engaged in a power struggle with the administration and particularly with the president. His autocratic leadership style caused many of the established, senior faculty to organize as the only means of protecting their rights and limiting the authority of the administration. The arbitrary assignment of merit pay by the administration and the union's negotiation of faculty involvement in merit decisions provided distinctive evidence of the competition and conflict. The faculty picketing during the first negotiations was another example of the union challenging the authority of management and bringing to bear any influence it could to affect the negotiations.

Distributive bargaining was also apparent during this period. The parties were obviously involved in a situation where basic goals were in conflict. Faculty gains in institutional decision making like merit pay allocations and basic personnel policies were obvious losses for the administration. Given their quantifiable nature, basic issues like economics and working conditions typically lend themselves to distributive bargaining and that seemed to be the case at Institution D. Again, power relationships generally determined the outcomes of
this type of bargaining and compromise based on the relative power positions of the parties was common.

The shift in relationships to a more cooperative approach contained elements of both working harmony and union-management cooperation as described by Harbison and Coleman. Working harmony was obviously in effect prior to the negotiation of the second contract. The new president worked to utilize bargaining as a vehicle to restructure the institution and recognized the legitimacy of the union. A sense of mutual trust developed between the parties, the union ceased being a protestor of administrative decisions, the scope of bargaining expanded and the federation was utilized as an effective link to the faculty. Conflict was avoided and no strikes occurred. In general, the relationship allowed the federation and the institution as a whole to prosper and common problems were addressed through the bargaining process as well as through the governance structures it established.

The current relationship described by both faculty and administrators went beyond the common characteristics of working harmony. Union-management cooperation, although rare, had apparently developed. This type of relationship is characterized first by management conviction that the union "is willing and able to organize cooperative activity among employees...to increase efficiency" (p. 90). The administration's reliance upon the union to appoint faculty and place in operation the wide variety of governance provisions contained in
the contracts was strong evidence of this approach. Similarly, the sharing of management functions with the union, including even the development of the institutional budget, met a second characteristic of a cooperative relationship. Third, an eagerness on the part of the union "to be a production-boosting agency in return for tangible and intangible benefits" (p. 90) was demonstrated repeatedly in the faculty's comments regarding efforts to achieve what was good for the institution and thereby benefitted faculty. Cooperative efforts with the trustees in lobbying the legislature for funding fell within this approach. Fourth, the resulting relationship produced joint responsibility for the resolution of problems and elimination of obstacles. The entire governance structure, from the committees to the senate, epitomized shared responsibility for addressing issues facing the institution. Finally, mutual manifestations of trust and respect based on the belief that the partnership produced payoffs for both parties were consistently expressed during the interviews. As the dean of administration, who had been a charter member of the union noted, "It takes a high level of respect and confidence to appoint a former union president to a senior administrative position." That type of trust was clearly shared by both union leaders and administration officers.

Harbison and Coleman indicated that a cooperative relationship often occurs due to some external threat to the organization which causes management to accept the union as a partner (pp. 91-95). The perceived dangers expressed by the faculty and administration in
regard to the lack of funding, the relative youth of the institution, and its weak political support base fit this characteristic. The administration, under the leadership of the new president, certainly attempted to gain the assistance of the union in managing the daily operations of the institution and resolving common problems. Through collective bargaining a truly collegial environment was created which sought and obtained input from all groups, including students. This potential outcome was considered as the likely result of a cooperative relationship during the initial formulation of the theoretical framework.

In addition to the altered relationships which occurred, the type of bargaining also changed. Elements of distributive bargaining undoubtedly remained on specific issues but the overall approach to bargaining on the second and third contracts was integrative. Mutual concerns of a qualitative nature such as governance, personnel actions like tenure and retrenchment, and academic processes like curriculum decisions allowed both sides to gain from bargaining. The union gained formal input into these matters while the administration obtained equitable decision making systems which were consistently applied and not likely to be challenged. Each side gained clear roles and prerogatives which would have to be respected by the other. Communication improved and trust increased as common problems were addressed. The consultations which preceded the second contract were a prime example of this type of problem solving style. In addition, this problem solving format did not produce clear winners or losers.
through negotiations since concessions made or received led to benefits for both parties. Integration, rather than compromise characterized the outcomes of bargaining on the final two contracts.

The gains made by students as the result of unionization were also consistent with the theoretical framework. It was anticipated that a positive relationship between the union and administration, such as working harmony or cooperation, in conjunction with integrative bargaining would expand the possibility of student concerns being addressed. As the parties moved away from pure power relations and began to consider issues of joint concern, the potential for consideration of student roles increased. A problem solving perspective opened up a broader range of alternatives than a competitive approach would allow. The inclusion of students in the governance provisions found in the second contract coincided with the improved relationship between the union and administration. While there was no direct cause and effect relationship in evidence, the correlation between these two events strongly supported the conclusion that improved relations did have a beneficial impact upon students. Collective bargaining definitely had a positive effect upon the level of student participation in decision making at Institution D. The only apparent cause for this outcome was the improvement in relations between the faculty and administration.
Summary

The various phases of the case study clearly demonstrated that faculty unionization had a significant impact upon the governance structure and the entire process of decision making at Institution D. Student opportunities for involvement increased dramatically as a result of their inclusion in the governance provisions of the various contracts. Beyond the formal roles provided for students, there also appeared to be a strong informal tradition of involving students and seeking their input. Both faculty and administrators were supportive of student involvement and felt that a legal contract was an entirely appropriate mechanism for dealing with governance concerns. The cooperative relationships which developed between the union and administration played a major role in their willingness to negotiate governance provisions in general and student roles in particular.
CHAPTER VIII
CONCLUSIONS AND RECOMMENDATIONS

Introduction
This study was designed to explore the effects of faculty collective bargaining upon student participation in institutional governance. The research demonstrated that unionization by faculty members in higher education was not detrimental to the opportunities available to students to participate in governance, and in some cases was highly beneficial. Significant differences between the institutions studied were discovered in terms of the bargaining relationships between the parties, the type of bargaining which occurred, the extent to which governance in general and student involvement in particular were affected by negotiations, and the attitudes of the interview participants toward student involvement.

In this chapter, a comparative analysis will be made of the research findings at the four institutions. Based upon that assessment, the original research questions posed for the study will be addressed and the outcomes anticipated by the theoretical framework will be considered. The applicability of the research design will also be analyzed. Finally, overall conclusions drawn from the study will be presented and recommendations for future research offered.
Comparison of Research Findings Across Institutions

Institutional Background and History:

The institutions selected for the study were chosen on the basis of three criteria: 1) public support; 2) an emphasis on teaching at the undergraduate level; and, 3) a history of primarily individual collective bargaining contracts as opposed to operating under broad, system wide agreements. Beyond these similarities, considerable differences existed between the institutions. The size and complexity of the institutions varied widely from Institution A with over 16,000 students who were predominantly residential, to Institution C with several thousand commuter students. The age of the schools also varied since Institutions A and C were founded in the late 1800's as normal schools, while B and D were relatively young, having been founded in the late 1950's and early 1960's respectively. Although the size and curricular offerings had no noticeable impacts of relevance to the study, the age of the institutions was important. Particularly in the case of Institution D the lack of a strong tradition and political support base provided an external threat which affected the attitudes of both the faculty and administrators.

The history of bargaining at each of the institutions was markedly different. Institution A experienced considerable turmoil, with the union engaged in lengthy legal battles with the administration, two decertification efforts and lawsuits filed against faculty members who failed to pay their agency shop fees. Faculty unionization was actively opposed by the administration at Institution
B, and two different strikes occurred during negotiations. Relations at the remaining two institutions were considerably more sedate. The contracts at Institution C remained in force long past their expiration dates but no strikes occurred. Faculty at Institution D picketed briefly during the initial negotiations but had encountered no overt conflicts since that point. The history of unionization at each of the colleges was indicative of the types of bargaining relationships between the parties and offered an initial glimpse of the changes, if any, which had occurred in those relationships over the years.

**Content Analysis of Collective Bargaining Agreements:**

The content analysis of 16 different contracts yielded a wealth of information of direct relevance to the study. In general, the inclusion of governance provisions in the contracts was indicative of increased opportunities for students to participate in decision making. The extent of consideration of governance items varied drastically between the institutions, however. At Institution A all four contracts addressed items regarding salary or working conditions, to the almost total exclusion of governance concerns. Specific personnel policies on reappointment, promotion, tenure and grievances were the primary focus of each of these documents and governance structures received virtually no attention. Not only were governance provisions avoided, but care was also taken in one document to ensure that the prerogatives of the campus senate were not restricted by any of the negotiated articles. Since governance was not an issue, student roles were not considered. Students were seldom mentioned and
there was no noticeable impact upon the opportunities available to them. Based on the contract analysis alone, the obvious conclusion to be drawn was that unionization had not affected governance or student participation at Institution A.

The contract analysis produced a similar outcome at Institution B. Again, governance received limited attention and then only through notations about existing structures. The same types of economic and personnel issues formed the core of the six documents. The lack of governance provisions by definition meant that students were not considered in terms of decision making. Students in general were seldom mentioned in any of the contracts. Bargaining apparently had no impact upon student involvement at Institution B.

A significant difference was encountered at the third college included in the study. At Institution C governance provisions were central to all three contracts, including the final agreement which was negotiated on a system wide basis and covered all of the state colleges. In addition to common personnel issues, the first contract included a complete governance structure at the department, school and all college levels. This structure, called tripartite governance, provided for representation by faculty, administrators and students at every level and allowed involvement on almost any decision to be made at the institution. Not only were formal roles defined for students but they were also required to ratify the governance section of the contract. This high level of involvement and emphasis on governance
generally, was continued in later contracts, even after salary and system wide issues were included. The number of student representatives on various committees and the responsibilities of some committees were altered in successive contracts, but the overall approach to governance was not. Faculty collective bargaining had a major impact on governance and students at Institution C. That impact could only be considered positive in light of the breadth of opportunities provided for all three campus constituencies.

Institution D shared this emphasis on governance, although not to the same extent. The brief initial contract did not directly address participation in decision making, but it did define faculty roles in the allocation of merit funds as well as specifying involvement in some personnel actions. The second and third contracts addressed governance in depth, delineating all campus committees, departmental curriculum and personnel groups and, ultimately, a complete senate structure. Through these provisions, faculty and students gained almost complete access to institutional decision making. Every major policy area was incorporated in the governance provisions and the only one from which students were excluded was faculty personnel decisions. The governance structure was not a tripartite system since all three groups were not represented equally, and the senate was a purely faculty body. At the same time, the extent of formal opportunities for students to participate was considerable. Again, the effect of negotiations upon governance was extensive and the resulting benefits which accrued to students greatly expanded their involvement.
From the contract analysis of the four institutions, it was evident that faculty unionization could have highly positive outcomes in the governance area. Faculty members, administrators and students all gained from the creation or incorporation of governance structures in the formal contracts at Institutions C and D. Since no impact on governance was noted at the other two universities, the interview portions of the case studies focused upon the factors which might account for these differences.

Document Review:

Materials available through university archives, library collections or personal files which were of relevance to the study proved to be extremely limited. Beyond maintaining copies of the collective bargaining contracts, none of the institutions retained detailed records about unionization, prebargaining governance structures, or campus issues from the period under consideration. Newspaper clippings and the 1971 Faculty Handbook were reviewed at Institution A, but the only conclusions to be drawn from these materials were that faculty-administration relations had been antagonistic and that the basic governance structure had not changed since the onset of unionization. Similarly, several senate constitutions studied at Institution B indicated that bargaining had not affected the decision making mechanisms in place prior to unionization. Position papers provided by student governance leaders demonstrated an awareness of the potential detriments to student interests which could result from negotiations and appealed for access to the bargaining table. These
documents were helpful in assessing student attitudes over the years but did not offer any conclusive evidence about the effects of bargaining. Student newspaper reports and grievance statements from Institution C offered some indications of the issues involved at the time of the organization of the faculty union and the extent of dissatisfaction among student leaders with the outcomes of contract negotiations. The material was generally not significant to the major emphases of the study, however. Finally, no documents were available at Institution D. There were no official archives and even the individual participants had not maintained any records. Overall, the document reviews suggested areas to be investigated but the bulk of the information obtained was generated through the interviews.

**Interview Results with Faculty Members, Administrators and Students:**

A wide range of topics was discussed in the 40 interviews which were conducted as part of the various case studies but four main areas were of particular importance: 1) the relationships between the union and administration and the type of bargaining which resulted; 2) the identifiable impacts of collective bargaining upon governance; 3) the extent of student involvement in decision making generally, and the effects of negotiations on those opportunities; and 4) attitudes of the various parties toward student participation in governance. In order to compare the interview results across institutions, each of these areas was considered separately for all of the colleges and universities.
The relationships which developed between the various unions and administrations varied from an armed truce at Institutions A and B, through working harmony at C, to union-management cooperation at D. The armed truce relationships were described in almost exactly the same terms by the interview participants at both institutions. From the beginning relations had been adversarial, competitive and marked by open conflict. At Institution A this conflict was most apparent in the protracted legal battle over teaching effectiveness which the union ultimately won. Neither side indicated that the relationship had been anything but negative and characterized by attempts on the union's part to encroach on the administration's authority while the administrators resisted any reduction in their management prerogatives. Distributive bargaining was the predominant style of negotiations and every issue was perceived in terms of losses or gains for one party or the other. Hope was expressed that the relationship might improve since the union's internal problems appeared to have been resolved with the defeat of the second decertification effort and the resolution of the teaching effectiveness conflict. There was little overt optimism about this possibility.

Institution B experienced a comparable level of conflict as evidenced by the two strikes, the strong opposition to unionism expressed by administrators, and the almost constant bargaining over a series of one-year contracts. The administrators were more positive in their description of the relationship than the faculty but even they admitted that adversarial relations had been common. The negotiation
of a three year contract improved the relationship somewhat by allowing the parties to escape from the bargaining table and establish a more normal pattern of coexistence. Fear that a return to annual contracts would reestablish a strong adversarial state was evident on the part of faculty. In any case, bargaining had been almost purely distributive, and a problem solving approach was virtually nonexistent.

The working harmony relationship encountered at Institution C was evidently in place from the start of bargaining. Both the faculty and administration representatives characterized the relationship as adversarial, but not antagonistic. This state was considered to be a normal outcome of a legal relationship but it was apparent that the parties were not engaged in overt competition. Communication lines were open, a willingness to achieve mutually beneficial goals was evident, and examples of conflict, such as a large number of grievances, were rare. Neither side necessarily agreed with the other or shared their perceptions about specific issues but a mutual respect had developed which allowed each side to disagree in a constructive manner. The bargaining was predominantly integrative and focused on ways to share decision making opportunities, although elements of distributive negotiations over salaries or benefits were still in operation. Overall, faculty-administration relations were positive, mature and stable in direct contrast to the armed truce found at Institutions A and B.
The extent of cooperation found at Institution D was surprising given the adversarial beginning experienced by the faculty and administration. By all accounts, an armed truce effectively described the early years of bargaining as the union sought to curtail arbitrary and capricious behavior by the president. Lengthy negotiations, picketing and obvious competition between the parties was readily apparent. With the appointment of a new president prior to the second contract this entire pattern was altered. From that point on, everyone described a high degree of cooperation, a problem solving approach to issues facing the institution, and an exceptionally positive relationship. Working for the good of the institution became a key objective for both the union and administration and that goal was evidently achieved. Integrative bargaining became common as both parties accepted each other as partners in the successful management of the university.

The widely divergent relationships in existence at the four institutions were reflected in the interview results obtained regarding governance structures and activities. As noted in the contract analyses, virtually no governance provisions were included in the documents from Institutions A and B. The administration at Institution A consciously opposed the inclusion of any governance items in the contracts as a means of restricting the union's influence. Maintaining separate governance and union structures was a high priority and was consistent with the adversarial relationship between the parties to bargaining. The faculty, who expressed satisfaction with the existing structure, were not inclined to press
governance issues during negotiations. Both sides agreed that governance had not been directly affected by unionization and commented that traditional decision making mechanisms might have been indirectly strengthened. This outcome was primarily attributed to the administration's efforts to invest more authority in bodies such as the senate in order to counteract union influence. Again, the armed truce relationship was a major factor in this approach.

At Institution B, a different set of dynamics was in operation. When the faculty selected the AAUP as their bargaining agent they did so with the intent of developing a union which would respect traditional collegial relations. As a result, clear distinctions were made between governance and union activities from the very beginning and the faculty wanted to keep it that way. The administration representatives shared this view to a large degree and stated that it was appropriate to separate these issues. Both groups indicated that this clear separation of roles had produced a stronger senate, although the administrators were not as unanimous in this assessment as the faculty members. In any case, collective bargaining had not altered formal governance structures or activities at the university, and there was no expectation that it would do so in the future.

Just as the relationships differed significantly between the two midwestern universities and their counterparts in the east, so did the approach to governance. At Institutions C and D, unionization was utilized as a tool to develop and strengthen opportunities for faculty
and students to participate in decision making. Increased faculty involvement was the major incentive for faculty members to organize at both schools, partly in response to autocratic leadership practices by the various presidents, as well as to poorly developed governance structures prior to unionization. The tripartite structure created at Institution C epitomized this focus on participation and provided the direction for the entire series of negotiated agreements. Similarly, the committees, all college councils and senate constitution, which were either formed or incorporated in the later contracts at Institution D demonstrated the same emphasis on participation.

Bargaining at both institutions had a significant impact on governance which was consciously sought by both the faculty and administrators. Everyone who was interviewed in these two groups was clearly satisfied with the structures which had resulted and felt that governance had either been strengthened or implemented for the first time. They all perceived unionization as an entirely appropriate vehicle for restructuring institutional decision making patterns. The only contradictory note was sounded by the students at Institution C who were dissatisfied with their roles and failed to ratify the governance provisions. Even though bargaining had improved their access to governance, the students perceived negotiations as leaving them at the mercy of the power politics in operation at the bargaining table. In their view, unionization had destroyed collegiality, not improved it. Most objective assessments would disagree with that conclusion.
The extent of student involvement, effects of bargaining on their opportunities, and attitudes of the various groups differed dramatically among the institutions. Since unionization had not altered governance at Institutions A and B, there was obviously no impact upon student involvement. The traditional structures did provide for some students participation. Students had access to departmental, college and all campus bodies at Institution A, but seldom utilized their opportunities. They had very little impact upon decisions even when they did participate, according to the faculty members and administrators. Even the student leaders commented that apathy was a significant problem when it came to governance opportunities. The faculty and administrators were not opposed to student involvement but were also not inclined to encourage it. Individual student leaders were able, on occasion, to wield some influence by virtue of their positions. Beyond that limited involvement student participation was essentially unimportant, and even the students were not inclined to seek expanded roles in decision making.

At Institution B, student participation was supported to a greater extent by the faculty and administrators. The formal roles available to students were similar to those at Institution A and included voting seats on the Academic Senate. Both the faculty and administrators expressed the belief that student input was valuable and could influence decisions. The level of student participation varied considerably between various department and college bodies
while apathy reduced the impact students might have. A dynamic student government leader played a significant role in encouraging participation and gaining access to institutional decision making. The students themselves were satisfied with their opportunities, and recognized the support received from faculty members and administrators. They admitted that their influence was limited and the general student population was not particularly interested in governance.

Institution C offered a unique case in terms of student involvement. The tripartite system obviously expanded student participation and bargaining had proved to be highly beneficial to student interests. The implication contained in the contracts that student participation was important to the union and administration was confirmed by the interviews. Members of both of these groups strongly believed in the tripartite structure they had created and wanted student input. Unfortunately, the students were not as enthused. They felt caught between the faculty and administration and believed that their influence was basically worthless. They also strongly resented the fact that they could ratify the governance provisions but did not have access to the bargaining table where they were negotiated. These perceptions led them to withdraw from a structure where they had more participatory opportunities than at virtually any other institution outside their state college system.
Collective bargaining by faculty members at Institution D had a significant impact upon student participation. The negotiated governance provisions, while not as broad as those at Institution C, provided for formal student involvement on a variety of issues. Students benefitted from unionization by virtue of the specific opportunities granted to them in the second and third contracts. The faculty and administrators consistently stated that students should be involved in decision making except for personnel decisions and encouraged their participation. The student leaders who were interviewed basically confirmed those feelings. They were convinced that the administration listened to their views, and that students could have an impact upon decisions. Their perception of faculty support was not quite so strong but they were not concerned that the union would ever attempt to restrict their access. There was closer agreement between the interview results with all three groups at Institution D in the area of student participation than at any of the other schools studied. Apparently the high level of trust noted earlier between the union and administration extended to the students also.

**Summary of Comparative Findings:**

Major differences were uncovered among the four institutions in virtually all areas. At Institutions A and B there was considerable turmoil throughout the history of bargaining, armed truce relationships and distributive bargaining prevailed, and governance was essentially unchanged by unionization. As a result, student...
participation in governance was not altered and no appreciable impact was noted upon the level or extent of their influence or involvement. Institutions C and D experienced almost opposite effects. The history of bargaining was conflict free, relationships between the parties were characterized by working harmony or cooperation, and governance patterns were dramatically realligned. The contracts focused on participation in decision making at all levels, governance was strengthened and student opportunities expanded. Governance in general and student involvement in particular benefitted directly from the onset of faculty unionization at these institutions.

Assessment of Research Questions

Based upon the general results of the four case studies, the specific research questions posed by the investigator were reconsidered.

1. Have negotiated provisions concerning institutional governance and decision making, and particularly those relating to student participation in that process, changed over a succession of contracts?

Only in the case of Institution D were significant changes in governance provisions noted over a succession of contracts. The addition of a governance section in the second contract previewed further changes in the third. At Institutions A and B governance was never considered in detail while participants at Institution C negotiated extensive participation provisions initially and then maintained them. Structural realignments occurred but the basic approach to tri-partite governance remained unchanged.
2. Have references to students in negotiated agreements changed over successive agreements?

The number of times students were mentioned in the various contracts remained essentially the same throughout the history of bargaining at Institutions A and B. A large increase was noted at Institution C (114 mentions in the first contract to 249 in the third). At the same time, the length of the documents was expanding, particularly when the final, system wide agreement was negotiated. The inclusion of governance provisions in the second contract at Institution D coincided with an increase in the number of times students were mentioned (1970-4, 1973-30). A small increase then occurred in the final document. In general, the number of times students were mentioned proved to be a rough indicator of whether their opportunities to participate were considered, but no other conclusions could be drawn.

3. Has student participation in governance been considered as an item suitable for negotiation in bargaining agreements?

The parties to bargaining who perceived a formal labor agreement as an appropriate place for consideration of governance provisions also felt it was appropriate to consider student roles. The primary factor was the belief in using collective bargaining as a mechanism for altering institutional governance. Student involvement was tangential to that consideration.

4. Has student participation in governance been affected by negotiated changes in formal governance and decision making structures, such as senates and committee frameworks, over a succession of contracts?
Formal student opportunities to participate improved dramatically where governance provisions were included in the contracts. Again, the key ingredient was whether governance was considered at all. The change over a successive number of contracts was minimal once student roles were introduced initially. The number of student seats on a particular committee or the specific responsibilities of that committee were frequently revised, but formal student involvement was seldom eliminated once it had been written into a negotiated agreement.

5. Does the type of relationship between the union and administration during bargaining affect student participation in governance?

There was no apparent direct correlation determined in the case studies between the bargaining relationship of the parties and effects upon student involvement. Where an adversarial, armed truce relationship existed, governance was not considered in the contracts but a variety of other factors were also in operation at those institutions. Faculty and administration attitudes about traditional governance structures, state bargaining laws regarding working conditions, and power politics utilized to strengthen or weaken a particular side's bargaining position all played an important part in the decision to include governance in a contract. There was an obvious relationship between a negative union-management environment and the failure to include governance but it could not be determined if one caused the other. For this reason it would be reasonable to conclude
that poor faculty-administration relationships had an indirect effect upon student participation but the extent of that effect was unclear.

The same conclusion was reached where positive relationships, such as working harmony or cooperation existed. At these institutions governance received extensive attention during negotiations and the effects on student involvement were significant. There was no way to prove, however, that a positive relationship caused a positive impact upon students. A positive relationship permitted a comprehensive, problem solving approach to issues facing the parties and made it more likely that student roles would be considered. Again, other variables were also important, particularly the union's emphasis on expanding overall faculty involvement in institutional decision making.

6. Does the type of relationship between the union and administration during the life of the contract affect student participation in governance?

Once the decision was made to include or exclude governance provisions and student roles in a contract, there was no noticeable impact upon student involvement during the daily administration of the agreement. The students utilized or failed to take advantage of their opportunities in governance, just as faculty participation tended to be fluid over time, regardless of the existing relationship between the parties. Decisions made at the bargaining table were the crucial factors, not interpretations of the agreement after it had been negotiated.
7. Has the relationship between the parties to bargaining changed since the inauguration of a faculty union?

Only one institution experienced a significant alteration in the relationship during the period under study. That change was primarily due to the appointment of a new president and the differences between his leadership style and that of his predecessor. The other three institutions were operating with essentially the same type of union-management relations over the entire history of bargaining. There was some indication that the adversarial relations at Institutions A and B might be improving, but that improvement had not occurred when the research was conducted.

8. What attitudes and perceptions do members of the faculty and administration hold toward student participation in governance?

The interview results generally indicated that both groups were supportive of some student involvement although the administrators expressed stronger feelings about the importance of student participation than the faculty did. The major difference in attitudes involved the willingness of the parties to actively encourage student involvement. At Institution A neither side was inclined to press for input from students while the parties at Institution B were only slightly more proactive in this regard. The parties to bargaining at the other two schools placed considerable emphasis on student involvement, sought student input and felt that it had an impact on the ultimate decisions which were reached.

9. Are there areas of governance which faculty and administrators feel are inappropriate for student involvement?
Faculty personnel decisions, like reappointment, tenure and promotion, were almost unanimously considered to be inappropriate for students. Administrators across the institutions sought some measure of student input in these decisions, generally through student evaluations of teaching effectiveness, but they were no more inclined to have students directly involved than the faculty were. Individual faculty members held some reservations about evaluations of teaching but overall seemed to recognize that this type of input was necessary, if not particularly accurate. In virtually every other area, including curriculum and budget, there was no major opposition to student involvement expressed.

10. What attitudes and perceptions do student leaders hold toward student participation in governance?

Not surprisingly, students stated that they had a right to be involved in any and all institutional decisions. By virtue of their status as consumers of the educational process and their financial support through tuition and fee payments, student leaders actively sought involvement at all levels. This strong commitment to involvement was not shared by the general student bodies at the institutions. The student leaders who were interviewed were generally satisfied with the participatory opportunities available to them but maintained the attitude that student involvement could always be expanded. Even the students at Institution C, who withdrew from the governance structure, were not dissatisfied with their opportunities as much as they were
disillusioned about governance in general and their inability to affect the structure at the bargaining table.

11. Are there areas of governance which student leaders feel are inappropriate for student involvement?

As noted above, student leaders placed no restrictions on the extent to which students should be involved in decision making. This attitude extended to faculty personnel matters, where they typically had little if any input. No major pressure was being exerted by students at any of the campuses to gain access to personnel decisions but the government leaders had no reservations about the appropriateness of student participation in reappointment, promotion or tenure decisions.

12. Do faculty members and administrators perceive any impact upon levels or types of student participation in governance as a result of bargaining?

The formal changes in student participation noted in research question four resulted directly from the negotiation of specific governance items. Informally, bargaining also affected student involvement at those institutions where participation in decision making was included in the contracts. Faculty representatives and administrators indicated that students were often consulted about issues of importance to them, regardless of whether the contract or traditional governance structure called for such consultation. From their perspective the decision making environment supported involvement by all campus constituencies. To the extent that bargaining was responsible for broadening participation in governance contractually,
it also opened up new opportunities on an informal level. The cam-
puses which had not experienced significant changes in governance
through negotiations had also not encountered any major informal
alterations in the level or extent of student participation.
Bargaining there had essentially no impact upon student opportunities,
according to the faculty and administrators.
13. Do student leaders perceive any impact upon levels or types of
student participation as the result of bargaining?
Student responses were similar to those of the other two groups.
Where governance had not changed the student leaders observed no posi-
tive or negative impact from bargaining. At Institution C, the stu-
dents recognized that the first contract containing the provisions for
tripartite governance had greatly expanded their participation on both
formal and informal levels. They also believed that subsequent nego-
tiations had reduced their influence by changing the composition of
various committees and forcing them into the middle between the
faculty and administration. Their assessment was that bargaining had
produced nothing but negative results in terms of their involvement.
The students from Institution D maintained exactly the opposite
perspective. They indicated that they were consulted on every con-
ceivable issue. One student leader stated that the administration
would never make a decision without first obtaining student input.
While this view probably overstated the case, the students obviously
felt that bargaining had been a positive influence on their ability to
gain access to decision making.
14. Have students pressed for greater involvement in institutional decision making?

Only at Institution C, where the student government's dissatisfaction with governance was evident, was there any movement to gain greater involvement. Even that pressure was confined to preparing position papers and talking with individual union leaders and administrators. Apathy on the part of students was common at every institution but student leaders at the other three colleges were satisfied with their roles and saw no need to lobby for expanded involvement.

15. Have students pressed for any formal role in collective negotiations between the faculty and the administration?

In general, student government leaders were the only individuals who expressed any interest in the actual bargaining process. That interest ranged from a proposal to consult with both parties outside negotiations to silently observing the bargaining. None of the students sought a third party role at the table and there was no groundswell of support for any of these proposals from the general student body. Student pressure for some role did lead to open bargaining at Institution A at one point and to the creation of a liaison to the students at Institution B. In neither case did the students actually achieve any involvement in the negotiations or its outcomes. The interest of individual student leaders at the various institutions seemed to be the deciding factor in determining whether any pressure for involvement was generated. If a handful of students took the time to learn about the bargaining process and develop a
proposal to the faculty or administration it was at least discussed. Without that initiative students seldom were even considered.

16. Do faculty and administration members perceive any appropriate role for students in academic collective bargaining?

None of the interview participants believed that students should be actively involved in negotiations. In their view, bargaining was a two party process which would not function if a third party was introduced to the proceedings. Some individuals were willing to elicit student input prior to negotiations but adamantly retained the right to negotiate the contract terms they felt were appropriate. Open bargaining and liaison roles were described as merely pacifiers to defuse student interest in negotiations and none of the faculty or administrators indicated that these options were even slightly effective. In general, both parties to bargaining were actively opposed to any involvement by students.

Assessment of the Theoretical Framework

The theoretical framework provided by the works of Harbison and Coleman and Walton and McKersie proved to be an effective means of assessing the results of the case study interviews. The relationships described by Harbison and Coleman were readily applied to those in existence at the four institutions. In many situations the actual comments made by faculty members and administrators were nearly identical to the descriptive characteristics of the different relationships offered by the authors. As a result, classification of a relationship as an armed truce, working harmony, or union-management
cooperation was a simple, straightforward process. The fact that administrator and faculty member accounts about the bargaining relationship frequently matched each other simplified the process further. At none of the institutions was there any doubt about the selection of a particular description as opposed to the available alternatives.

The two primary types of bargaining described by Walton and McKersie were also easily identified through the interviews. Recollections offered by the participants about past behavior at the bargaining table, the attitudes of the parties toward bargaining, particular items which were identified as crucial to either side, and the way conflicts were resolved clearly discriminated between distributive and integrative bargaining. Obviously a mixture of both types of bargaining occurred to some extent during each set of negotiations but the dominant type was readily apparent.

Beyond the relative ease of classification permitted by the theoretical framework, the implications drawn from the two theories provided a sound focus for both the interviews themselves and the analysis of the interview results. Four major considerations formulated from the theoretical base were examined. First, Harbison and Coleman found in their original research that relationships typically moved from an armed truce to working harmony over time (pp. 143-44). Mabry also noted that an armed truce was the most likely initial relationship between parties unfamiliar with bargaining (p. 298). As a result it was anticipated that the relationships studied at the four
institutions would begin on an adversarial level and improve over time. This outcome was not discovered on a consistent basis. Institutions A, B and D initially operated under an armed truce, but only D moved out of that mode. The passage of time was not a factor in this change since the alteration was rapid and not related to the maturation of the parties' relationship. Institution C started with a working harmony relationship and stayed that way. Study of the relationships over a longer period at Institutions A and B might reveal the anticipated change but it did not occur during the period being considered.

Second, an adversarial relationship was expected to be closely associated with distributive bargaining, while a more positive one would coincide with integrative negotiations. This result was clearly observed at every institution. Where an armed truce existed the compromises and power plays of distributive bargaining were readily apparent. When working harmony or union-management cooperation was typical, the type of bargaining was much more integrative and oriented toward problem solving. The combination of the two theories throughout the investigation thus proved to be a valuable approach to assessing the bargaining environment.

Third, a positive relationship in conjunction with integrative bargaining was considered more likely to lead to negotiation over governance provisions. An open, problem solving approach would allow consideration of joint concerns and produce mutual benefits, as
opposed to the win-lose style of distributive bargaining. The case studies demonstrated that these two events did coincide. Only at those institutions where the parties were willing to broaden the scope of bargaining and look for ways to make the institution as a whole function more effectively, was governance included in the contracts. Other factors were also in operation but a positive bargaining relationship definitely had an impact upon governance structures and activities.

Finally, these same positive conditions were expected to also be beneficial to student interests. An open bargaining relationship in both cases permitted consideration of student roles in governance which led to greatly increased opportunities for participation. Again, there were other reasons for improvements in student involvement but the problem solving style of negotiation contributed to the changes. Where that approach was not in operation no impact was observed on student participation as the result of faculty collective bargaining.

Overall, the theoretical framework offered an accurate and effective mechanism for analyzing the effects of different bargaining relationships and different bargaining types on governance in general and student participation in particular. Even though these theories were formulated on the basis of union experiences in the industrial sector, they proved to be equally applicable to a higher education setting. For all of the differences between the two environments, it was
obvious that many of the same dynamics applied to faculty members and college administrators.

### Analysis of the Research Design

The basic design of the study was developed in two phases. The initial research focused on the content analysis of the collective bargaining contracts at each of the institutions. A wealth of information was gathered during this phase, with particular emphasis placed upon items relating to faculty and student involvement in governance. The contract analysis provided the initial assessment of whether or not collective bargaining had caused any significant changes in governance structures or activities. It also helped to focus the later phase of the study by highlighting particular contract terms which led to more in depth investigation during the interviews. As an introductory step the contract analysis was invaluable to the investigator. Alone it would not have presented an accurate picture of the reasons for specific contract language or why some items were included while others were not.

The second phase involved a review of available documentary material and interviews with faculty members, administrators and student leaders. The document review was the least effective means employed during the research due primarily to the lack of comprehensive personal or institutional archives. Available documents were obtained on a haphazard basis at best, often as the result of referrals from interview participants. The documents which were
studied frequently provided only tangential information which broadened the investigator's overall understanding of the bargaining environment but did not directly address the issues being studied.

The interviews, on the other hand, were extraordinarily valuable. Faculty members and administrators who spanned the entire history of bargaining were willing to devote considerable time and energy to the research. The information they were able to provide focused on all of the pertinent subjects and generated the bulk of the conclusions drawn. The comments made by one individual were frequently confirmed by others, and often by members of the opposite group. This outcome lent increased credibility to the interview responses and demonstrated the validity of the basic design. Without these interviews it would have been impossible to assess the nature of the bargaining relationship, the type of bargaining which occurred, the formal and informal effects of negotiations on governance, or the impact upon student participation. The interviews also provided most of the historical data about strikes, length of contract negotiations, and the original motivations for faculty members to unionize.

The student interviews offered a more restricted perspective on bargaining but they were effective in determining the attitudes and perceptions of an uninvolved group. In terms of governance provisions the students proved to be as reliable as the participants from other groups in assessing the extent of student opportunities, whether these opportunities were utilized, and the amount of influence students
could wield by participating in the governance structure. In only one case, at Institution C, were the student responses suspect. In that particular situation their viewpoint on events did not coincide with that of the representatives from other groups, or the investigator's perceptions. Objectively speaking, the bias apparent in the student responses obviously influenced the answers given to the interview questions.

The only significant problem associated with the interview portion was in locating student leaders from the early years of bargaining. Alumni offices and other institutional sources were often unable to provide a current address for past student government officers once they were identified. In several cases, institutional representatives were unable to determine who these leaders were. Ultimately, interviews were conducted with students or recent graduates who could discuss events from first hand experience covering most of the history of bargaining. There was occasionally a gap of two or three years which was not covered, however.

In general, the design of the study was effective in eliciting all of the information necessary to address the research questions posed by the investigator. The contract analysis and case study phases complemented each other and the combination resulted in more detailed information than would have been obtained through only a single means. The results obtained from a limited sample of institutions in an exploratory study were not generalizable to other
campuses but they did offer a unique perspective on the effects of faculty collective bargaining on student participation in governance.

Summary and Recommendations

Based upon all of the available evidence, the investigator drew nine major conclusions from this research effort.

1. Faculty collective bargaining was not detrimental to student participation in institutional governance. At the four institutions studied there was either no effect or students benefitted from increased opportunities as the result of negotiated governance provisions.

2. A relationship existed between positive union-administration relations and the inclusion of governance items in the negotiated contracts. If a working harmony relationship or union-management cooperation existed, extensive governance provisions were included in the contracts.

3. Integrative bargaining was an important factor in determining whether governance items would be considered. No governance provisions were included when distributive bargaining was the predominant type.

4. The combination of a positive relationship and integrative bargaining was typical at those institutions whose contracts placed a heavy emphasis on participation in decision making. An armed truce and distributive bargaining were not conducive to the consideration of governance issues.

5. Student opportunities for participation increased only when broad governance items were included in the contracts. Lacking consideration of faculty involvement students were seldom even mentioned in the various contracts.

6. Faculty members and administrators were generally supportive of student participation in governance with one major exception. Faculty personnel decisions were almost universally perceived as being inappropriate for student involvement.

7. Students were generally satisfied with the opportunities they had to participate in decision making. There was no significant pressure from the student body as a whole to increase their involvement.
8. Faculty members and administrators would actively oppose any student role at the bargaining table. Negotiations were designed to be a two party process and should stay that way from their perspective.

9. Student leaders recognized the potential dangers of collective bargaining in regard to their interests but did not strenuously press for a place at the bargaining table.

In light of the conclusions drawn as the result of this research effort, several hypotheses were developed. While these hypotheses were obviously based on exploratory data generated from a limited sample of institutions, the research results clearly supported the formulation of the following hypotheses:

1. Faculty collective bargaining at public, four year colleges and universities has no negative impact upon student participation in institutional governance.

2. Contract terms which specify student roles in institutional decision making do not occur unless faculty governance structures and activities are delineated in the collective bargaining agreement.

3. Faculty governance provisions are not included in collective bargaining contracts unless positive union-management relationships exist during the course of negotiations.

4. Faculty governance provisions are not included in collective bargaining contracts unless an integrative, or problem solving, approach to negotiations is utilized by the parties.

This study focused on the effects of faculty collective bargaining on student participation in governance because little research had been done previously on the topic. A bargaining theory framework was utilized, in conjunction with a case study approach, to provide a different perspective than that used by most other
researchers. Further research is needed to expand upon the exploratory results obtained in this study and test the hypotheses which were developed. Based upon the investigator's experiences, the following recommendations are offered.

1. Bargaining theory proved to be an effective framework for the conduct of this study. Continued application of labor relations theory to the higher education setting would greatly expand our knowledge of the similarities and differences between an industrial and academic environment.

2. The case study approach generates a wealth of data which is unavailable through any other means. In-depth interviews with representatives from all campus constituencies at a broad range of institutions are needed.

3. An historical approach or a long term study of a particular institution is much more valuable than the typical research which focuses on only a single point in time. Institutional traditions, the attitudes of the various individuals, and specific events all contribute to the development of a bargaining relationship over time. These factors deserve much more attention than they generally receive.

4. Collective bargaining in higher education is still a fairly recent phenomenon. The impact of experience with the bargaining process could easily alter future bargaining relationships and outcomes as the participants go beyond the growing pains inherent in any new situation. This factor should be isolated and examined in future research.

5. The tripartite governance structure in place at several state colleges is a unique approach to institutional decision making. Its overall effectiveness in addressing the concerns of all three constituencies deserves further study.
APPENDIX A

INTERVIEW SCHEDULE
UNION AND FACULTY GOVERNANCE LEADERS

PERSONAL DATA:
How long have you been at (institution name)?
How long have you been involved in governance/union activities?
How long have you been in a leadership role in the union or governance structure?

BARGAINING RELATIONSHIP:
How would you describe the relationship between the union and the institution:
  a) during negotiations?
  b) throughout the life of the contract?
Have you seen any changes in this relationship over the years? If so, what accounts for the change?
How would you describe the relationship between the union and the governance structure?
Have you seen any changes in this relationship over the years? If so, what accounts for the change?

GOVERNANCE STRUCTURE:
What types of governance items have been negotiated between the union and the institution?
Has the union pressed for a greater role in institutional decision making?
Has the governance structure been altered as a result of bargaining? If so, in what ways?
Have faculty strengthened their role in governance through negotiations?
Has student participation in governance changed as a result of collective bargaining?
What opportunities do students have to participate in institutional decisions involving:
  a) all campus bodies;
  b) school/college/department bodies;
  c) student affairs policies and regulations;
  d) faculty personnel issues;
  e) evaluation of teaching;
  f) curriculum issues;
  g) tuition/fee levels?
Should students be involved in decisions in these areas?
Do students utilize the opportunities they now have?
Does student presence and input have any impact on the ultimate decisions?
Have students pressed for a greater role in governance and institutional decision making? If so, how have they gone about expressing this interest?
APPENDIX B

INTERVIEW SCHEDULE
BARGAINING TEAM MEMBERS

PERSONAL DATA:
How long have you been at (institution name)?
How long have you a member of the bargaining team?
What was you role during the course of contract negotiations?

NEGOTIATIONS:
How would you describe the relationship between the union and the institution:
a) during negotiations?
b) throughout the life of the contract?
Have you seen any changes in this relationship over the years? If so, what accounts for the change?
Do different contract provisions elicit different relationships during negotiations (more competition/more cooperation)?

CONTRACT PROVISIONS:
Has the scope of bargaining changed since the initial contract?
Do you perceive any long term trends in the types of items which might be included in bargaining?
What contract provisions were most important during early negotiations?
Has the importance of these items changed in later negotiations?
What types of governance issues have been considered during bargaining, whether or not they were ultimately included in the contract?
Has the student role in governance ever been considered during bargaining?
Do you feel it would be appropriate to include student roles in governance in a faculty-institution contract?

GOVERNANCE STRUCTURE:
Has the institution's governance structure changed as a result of bargaining?
Has student participation in governance been affected as a result of bargaining?
What opportunities do students have to participate in institutional decisions involving:
a) all campus bodies;
b) school/college/department bodies;
c) student affairs policies and regulations;
d) faculty personnel issues;
e) evaluation of teaching;
f) curriculum issues;
g) tuition/fee levels?
Should students be involved in decisions in these areas?
Do students utilize the opportunities they now have?
APPENDIX B (continued)

Does student presence and input have any impact on the ultimate decisions?
Have students pressed for a greater role in governance and institutional decision making? If so, how have they gone about expressing this interest?
APPENDIX C
INTERVIEW SCHEDULE
ADMINISTRATION LEADERS

BARGAINING RELATIONSHIP:
How would you describe the relationship between the union and the institution:
a) during negotiations?
b) throughout the life of the contract?
Have you seen any changes in this relationship over the years? If so, what accounts for the change?
How would you describe the relationship between the union and the governance structure?
Have you seen any changes in this relationship over the years? If so, what accounts for the change?

GOVERNANCE STRUCTURE:
Has the union pressed for a greater role in institutional decision making?
Has the governance structure been altered as a result of bargaining?
If so, in what ways?
Have faculty strengthened their role in governance through negotiations?
Have administration prerogatives in institutional decision making been altered by faculty bargaining?
Has student participation in governance changed as a result of collective bargaining?
What opportunities do students have to participate in institutional decisions involving:
a) all campus bodies;
b) school/college/department bodies;
c) student affairs policies and regulations;
d) faculty personnel issues;
e) evaluation of teaching;
f) curriculum issues;
g) tuition/fee levels?
Should students be involved in decisions in these areas?
Do students utilize the opportunities they now have?
Does student presence and input have any impact on the ultimate decisions?
Have students pressed for a greater role in governance and institutional decision making? If so, how have they gone about expressing this interest?
APPENDIX D

INTERVIEW SCHEDULE
STUDENT GOVERNMENT LEADERS

PERSONAL DATA:
How long have you been at __________ (institution name) ________? 
How long have you been active in student government or institutional governance? 
What is your role in the student or institutional governance structure?

GOVERNANCE STRUCTURE:
Has the governance structure been altered as a result of bargaining? 
If so, in what ways? 
Has student participation in governance changed as a result of bargaining? If so, in what ways? 
What opportunities do students have to participate in institutional decisions involving:
a) all campus bodies; 
b) school/college/department bodies; 
c) student affairs policies and regulations; 
d) faculty personnel issues; 
e) evaluation of teaching; 
f) curriculum issues; 
g) tuition/fee levels? 
Should students be involved in decisions in these areas? 
Do students utilize the opportunities they now have? 
Does student presence and input have any impact on the ultimate decisions? 
How would you describe the general attitude of faculty members about student participation in governance? 
How would you describe the general attitude of administrators about student participation in governance? 
Have students pressed for a greater role in governance and institutional decision making? If so, how have they gone about expressing this interest?
APPENDIX E

INTERVIEW SUBJECTS

Institution A:
- Vice Provost for Academic Administration, Past Bargaining Team Member
- Assistant Vice Provost
- University Attorney
- Provost
- Librarian, Past Chair of Bargaining Team
- Faculty Union President, Past Senate Chairman
- Faculty Union President Elect
- Past Faculty Bargaining Team Chairman and Team Member
- Past Faculty Bargaining Team Chairman
- Student Government President
- Student Government Vice President
- Past Student Government President

Institution B:
- Dean of Arts and Sciences, First Bargaining Team Chairman
- Provost
- Administration Bargaining Team Chairman
- Faculty Association President Elect, Past Bargaining Team Member
- Faculty Bargaining Team Chairman, Past President of AAUP Chapter
- Faculty Bargaining Team Member
- Past Faculty Bargaining Team Chairman
- Student Government President
- Past Student Government President

Institution C:
- President
- Provost
- Director of Personnel and Labor, Past Bargaining Team Member
- Assistant Vice Chancellor, Board of Trustees, Past Bargaining Team Member
- First Faculty Union President, Past Bargaining Team Chairman
- Faculty Union President, Past Bargaining Team Chairman
- Dean of Students
- Student Government President
- Past Student Government President
- Past Student Government President

Institution D:
- Past Dean of Faculty, First Bargaining Team Chairman
- Dean of Administration, Past Bargaining Team Chairman
- Dean of Faculty
- Faculty Federation President, Bargaining Team Chairman
- Faculty Federation President Elect
- First Faculty Federation President, First Bargaining Team Chairman
APPENDIX E (continued)

Assistant Dean of Students
Student Government President
Student Government Treasurer
Student Trustee, Past Student Government President
APPENDIX F

INSTITUTIONAL POPULATION

Brooklyn Polytechnic Institute
Bryant College
Central Michigan University
City University of New York
Lowell State College
Massachusetts College of Art
Monmouth College
Nebraska State College System
New Jersey State College System
New York Institute of Technology
Oakland University
Rutgers University
Saint John's University
Salem State College
Southeastern Massachusetts University
State University of New York
U.S. Merchant Marine Academy
Westfield State College
Worcester State College
Dear (Provost):

I am a doctoral student in higher education administration at The Ohio State University. I am currently conducting research for my dissertation on the effects of faculty collective bargaining on student participation in governance. Several weeks ago I contacted your institution and requested copies of the current and previous contracts between (Institution) and the elected faculty bargaining agent. After carefully reviewing these documents, I would be very interested in continuing my research by conducting on campus interviews with you and several other individuals who have been familiar with the bargaining process over the years.

I will be in (State) in early June and plan to be in your area on (Date). Would you be willing to spend approximately 30 minutes with me during this time so that I might gain your insights into the effects of faculty bargaining on governance in general, and student roles in that process in particular? I would also be interested in speaking with past and present members of both bargaining teams, union and campus governance leaders, and representatives of the student government body on campus. Naturally, all respondents will be guaranteed complete anonymity.

Since (Institution) is one of a very limited number of four year institutions with a history of faculty bargaining, the comments and perceptions which you and your colleagues can provide are exceptionally important to my study. I recognize the imposition this might be, but your assistance in this effort would be greatly appreciated. I will call you or your secretary next week, if you will agree to participate, to schedule an appointment and solicit your suggestions concerning other individuals to contact. I am looking forward to talking with you, and wish to thank you for your help.

Sincerely,

Michael P. Reger
## APPENDIX H

### SAMPLE CONTRACT ANALYSIS WORKSHEET

### I. Governance Structure

1. Specification of a campus wide body (e.g. senate)
   - Administration membership
   - Faculty membership
   - Student membership

2. Specification of School/College/Division Body
   - Administration membership
   - Faculty membership
   - Student membership

3. Specification of Department Bodies
   - Administration membership
   - Faculty membership
   - Student membership

4. Faculty Representation at Board of Trustee Level

5. Student Representation at Board of Trustee Level

### II. Governance Activities

1. Personnel Policy Development
   - Student Involvement (S.I.)

2. Grievance Procedures
   - S.I.

3. Class Scheduling
   - S.I.

4. Long Range Planning
   - S.I.

5. Short Range Planning
   - S.I.

6. Calendar
   - S.I.

7. Facility Planning
   - S.I.
APPENDIX H (continued)

III. Academic Items
1. Course-Program Development
   a) S.I.

2. Curriculum
   a) S.I.

3. Teaching Load
   a) S.I.

4. Work Load
   a) S.I.

5. Class Size
   a) S.I.

6. Office Hours
   a) S.I.

7. Admissions Requirements
   a) S.I.

8. Degree Requirements
   a) S.I.

9. Academic Performance of Students
   a) S.I.

10. Academic Discipline
    a) S.I.

IV. Personnel Issues
1. Faculty Selection-Appointment
   a) S.I.

2. Faculty Reappointment-Nonrenewal
   a) S.I.

3. Faculty Promotion
   a) S.I.

4. Faculty Tenure
   a) S.I.
APPENDIX H (continued)

5. Faculty Dismissal for Cause
   a) S.I.

6. Faculty Evaluation (Teaching)
   a) S.I.

7. Faculty Grievance Procedure
   a) S.I.

8. Staff Reduction
   Retrenchment
   a) S.I.

9. Administrator Selection
   (President)
   a) S.I.

10. Administrator Selection
    (Dean)
    a) S.I.

11. Administrator Selection
    (Department Chairperson)
    a) S.I.

V. Financial Items
1. Institutional Budget
   a) S.I.

2. Tuition Levels
   a) S.I.

3. Fee Levels
   a) S.I.

4. Faculty Salary Scale
   a) S.I.

5. Faculty Salary Increases
   a) S.I.

6. Faculty Merit Pay
   a) S.I.
APPENDIX H (continued)

VI. Student Affairs
1. Student Behavior
   (extra curricular)
   a) S.I.

2. Extra curricular Rules
   a) S.I.

3. Activity Fee Levels
   a) S.I.

4. Activity Fee Allocation
   a) S.I.

5. Housing Policy
   a) S.I.

6. Student Government

VII. Rights and Responsibilities
1. Faculty Rights
   a) S.I.

2. Faculty Responsibilities
   a) S.I.

3. Student Rights
   a) S.I.

4. Student Responsibilities
   a) S.I.

5. Management Rights
   a) S.I.

6. Management Responsibilities
   a) S.I.

VIII. Student Mentions
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