

JOURNAL OF THE FACULTY SENATE (Norman campus)  
The University of Oklahoma

Regular Session -- April 12, 1976 -- 3:30 p.m., Dale Hall 218

The Faculty Senate was called to order by Dr. Gail de Stwolinski, Chairperson.

Present:

Barefield	Duchon	Joyce	Marchand	Shellabarger
Bell	Ford	Kendall	Mouser	Snider
Blair	Fowler	Kidd	McDonald	Streebin
Braver	Goff	Kondonassis	Rasmussen	Tolliver
Cox	Graves	Kraynak	Reid	Tomberlin
Crim	Gross	Larson	Reynolds	Unruh
Cronenwett	Henkle	Lee	Schmitz	Verrastro
de Stwolinski	Hibdon	Levinson	Shahan	Whitecotton
Donnell				

Provost's Office representative:

Atkinson

AUOPE representatives:

Cowen

Guyer

UOSA representative:

Bode

Absent:

Bohland	Fife	Pento	Scheffer	Swank
Buhite	Kitts	Rice	Starling	York

AUOPE representatives:

Anderson

Spaulding

Thompson

UOSA representatives:

Carnes

Scott

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APPROVAL OF MINUTES

The Journal of the Faculty Senate for the regular session on March 15, 1976, was approved.

## APPOINTMENT OF TEMPORARY PARLIAMENTARIAN

Dr. Gail de Stwolinski announced the appointment, with approval of the Senate Executive Committee, of Professor James Mouser (Business Law) as temporary parliamentarian at sessions of the Faculty Senate and the General Faculty, pending appropriate revision of the General Faculty Charter and/or Faculty Senate By-Laws to provide for the appointment of a permanent parliamentarian.

## ACTIONS TAKEN BY PRESIDENT PAUL F. SHARP

(1) Search Committee, Law Dean: On March 2, 1976, Professor William McNichols was appointed to the Search Committee, Dean of College of Law and Director of Law Center, as a replacement for Professor Simeon McIntosh. (See page 2 of the Senate Journal for February 9, 1976.)

(2) Evaluation of Teachers: In responding to the Senate action of December 8, 1975, President Sharp wrote as follows to the Senate Chairperson on March 15, 1976, concerning the proposed policy for the evaluation of teachers:

"The Senate recommendations on teacher evaluation overlap some of the provisions of the personnel policy revisions (Sections 3.10, 3.10.1, and 3.10.2) and, indeed, anticipated some of the changes incorporated in the revisions.

"I am not approving the December 8, 1975, Senate recommendation for implementation since we are proceeding with implementing the revised personnel policy. The Provost will very shortly begin working with deans and academic units to develop a campus-wide evaluation policy which should accomplish some of the objectives of the policy proposed by the Senate.

"I am grateful to the Academic Program Council and the Faculty Senate for the work done on this important matter."

(See pages 3 and 4 of the Senate Journal for December 8, 1975.)

(3) Task Force on Sporting Event Parking: On March 24, President Sharp appointed the following Task Force on Sporting Event Parking: Professor Jim Kenderdine, Chief William Jones, Ms. Cyndi Allen, Ms. Nancy Norman, and Messrs. Roger Pick, Brian Burmaster, Jack Cochran, Leon Cross, and Woodrow Wiltse. (See page 7 of the Senate Journal for November 10, 1975.)

(4) State Regents' Policy on Articulation: President Sharp acknowledged the Senate action on March 15 concerning the State Regents' recent policy statement on articulation of students among state institutions of higher education, in the following letter of March 24, 1976, to the Senate Chairperson:

"I have approved the action of the Faculty Senate concerning articulation described in Professor Lis' March 17, 1976, memorandum to me.

"If the Faculty Senate would like, I would be pleased to contact the President's Office at OSU to see what steps might be undertaken to implement the action."

(See pages 7-10 of the Senate Journal for March 15, 1976.) (See page 7 of this Journal.)

(5) Role of the Faculty in University Governance: On March 2, 1976, President Sharp addressed the following letter to the Senate Chairperson in response to Senate action of February 9, 1976, concerning the role of the faculty in University governance (see page 16 of the Senate Journal for February 9, 1976):

This is in response to the action of the Faculty Senate on February 9 requesting the administration's position concerning the role of the faculty in University governance. The University of Oklahoma has long had a tradition of significant faculty involvement in the governance of the University. This is a tradition which we both value and respect. The Faculty Senates on both campuses and the many councils and committees are clear reflections of this tradition.

In a technical sense, both the faculty and the administration act exclusively in an advisory or recommendatory role where matters of policy are concerned which require approval either by the University of Oklahoma Regents or the Oklahoma State Regents for Higher Education or both. In such cases, the law makes it clear that those boards are responsible for the decisions reached. The Constitution of the State of Oklahoma makes it clear that the Board of Regents is the governing board of the University of Oklahoma, and all governance powers are invested in that board. Internal decision-making processes are honored by the Board, but clearly the final authority is the Regents.

The Faculty Senate, as you know, "exercises the legislative powers of the faculty . . . and it has the power to initiate any legislation requiring approval of the Board of Regents of the University of Oklahoma." The President if concurring in the actions of the Senate recommends approval by the Regents; if the President cannot concur, it is his practice to meet with the leadership of the Senate to discuss the differences and hopefully resolve them or present alternatives.

Beyond the legislative role, the Faculty Senate has the direct responsibility to appoint faculty representatives to University councils and to nominate faculty membership to the wide variety of groups which play such a central role in operational decisions and policies, many of which do not require Regents' action. Councils, task forces, advisory committees, ad hoc study groups, search committees, selection committees, and executive committees exist throughout the University and directly affect decisions, directions, and the distribution of resources.

In matters requiring professional peer judgment the faculty has a major role, most often the decisive role, in evaluations for hiring, tenure, resolving grievances, promotions, and many such matters at the departmental and college levels, as well as, the policy level of the Faculty Senate. In curricular matters the faculty is clearly the major voice, although here the role is most often advisory because regential approval is the frequent necessity.

It is my intention to do everything I can to insure as full a consultation as possible between the faculty and the administration as we work toward the development of recommendations on all policy matters which go to the Regents. No president can fulfill a commitment beyond that.

Much of what I have said is rather legalistic in nature. I should like to add in a more philosophical sense that this degree of faculty participation in university governance is valued not merely because it is the way things have been done in the past. It is valued because it is the way things should be done. It is not the most efficient approach to governance. It is a structure which is sometimes cumbersome, sometimes too slow. But its worth cannot be measured in pure efficiency terms; its worth must be measured in terms of the involvement of a substantial number of our faculty in the life of the institution.

With regard to the second question in the Norman Faculty Senate's statement, the President of the University is answerable to a number of constituencies for any action that the President undertakes. Whether that action is a complete decision or a recommendation to the Board of Regents, the list may include the Legislature, the State Regents, the University Regents, the University faculty, the University students, the University alumni, and the University employees. A university president is frequently called upon to explain actions to each of these groups, and he or she must be prepared with an appropriate explanation to the parties most involved. This should not mean that the president must spend all his or her time providing explanations. It does mean, however, that for an institution to run smoothly and the best policies to be developed, there needs to be a two-way communication. The more important the policy question, the more vital in my judgment becomes the need to explain why a different direction is undertaken.

In the development of the recently approved Faculty Personnel Policy, I personally participated in fifteen hours of discussion with the leadership of the Faculty Senates, before and after the drafts of the Task Force and the Senates had been completed. We discussed all aspects of our differences and, where differences could be resolved, they were. Interim Provost Morris informed the leadership that we would appear before the Faculty Senate to discuss the changes if such an appearance was desired.

If you find this statement not be fully responsive to the request of the Faculty Senate on February 9, I would be happy to answer any questions which you might have.

(6) Revision of the Faculty Personnel Policy: On March 24, 1976, Dr. Gail de Stwolinski addressed the following suggestion to President Paul Sharp in connection with the Senate resolution of February 9, 1976, concerning the revision of the Faculty Personnel Policy (see pages 13-16 of the Senate Journal for February 9, 1976):

"Now that there has been time for the members of the Faculty Senate to become thoroughly acquainted with the revised policy, an explanation of the reasons for the changes would be very much appreciated by them, I am sure.

"If you respond favorably to this suggestion, it is likely that the members of the General Faculty would welcome the information and, furthermore, your response could also be disseminated through the Senate Journal."

President Sharp addressed the following pertinent reply to Dr. de Stwolinski on April 7, 1976:

In response to your March 24 letter, I am delighted to discuss the changes in the Faculty Personnel Policy document as enacted by the University Regents. Let me address some of the more important of those changes. If there are others about which you would appreciate a discussion, I shall also be happy to elaborate on them.

#### Tenure Criteria

The criteria for tenure decision described in Section 3.7.4 are an attempt to meet the requirement of our Regents that the new policy describe criteria clearly and emphasize a high standard. The criteria specifically avoid the two out of three approach contained in the joint Senate version and the absolute requirement contained in the Norman Task Force's proposal. They are an attempt to meet the requirements of the Regents for a rigorous and high standard of scholarly attainment while maintaining a flexibility that acknowledges differences among academic disciplines.

I should add that I concur in the Regents' desire for a rigorous evaluation with high standards. This is essential if we are to build upon the quality that we have and move to even greater quality. Given the flexibility that it contains, the statement on criteria is, in my judgment, a good one which recognizes the need for differences in disciplines while clearly establishing a high-level standard for each discipline to attain.

#### Campus Tenure Committee

There has been a great deal of discussion about the changes made concerning the Campus Tenure Committee.

First, I believe that you are aware that the administration recommended that the body be a council as recommended in the joint Senate document. It was our feeling that it was appropriate for the body to be composed of faculty named exclusively by the Faculty Senate. The Regents, however, disagreed. Several wanted the body to be named exclusively by the President. The compromise was to consider the body a standing committee with the resulting selection process automatically being that the Faculty Senates would supply two nominees for each position on the Committee and with the President making a selection from among those nominees. This preserves the concept that each person who serves on the Committee shall be named to that committee upon the nomination of the appropriate Faculty Senate and meets the desire of the Regents, to a degree, for some choice by the President although the President can only choose those nominated by the Senates.

Second, the location of the Campus Tenure Committee in the review process was made the same for both campuses by removal of the footnote pertaining to the Norman Campus and adoption of the wording in the body of the joint proposal. In short, the Campus Tenure Committee undertakes its review prior to review by the appropriate Provost. We felt it essential that the processes be the same for both campuses. Since the Provost (for either the Norman or Health Sciences Center campus) functions as a staff officer for the President on academic matters, it seemed most appropriate that those officers have the benefit of the review by the Campus Tenure Committee and its conclusions before they assist the President in coming to a conclusion about the cases.

Third, the charge to the Campus Tenure Committee was that the Committee review matters of both procedure and substance. The reason for including both procedure and substance is that there was a real need to assure that campus-wide standards were being met and that the documentation supporting tenure recommendations was complete and consistent with the recommendations. This led to a change of the Academic Personnel Council's role in the process and a division of its functions. (I shall discuss the elimination of the Academic Personnel Council below.) We felt it was important then that every case, whether disputed or not, have the benefit of a faculty review at the campus level before a decision regarding what the recommendation to the Regents would be. As a practical matter, it is almost impossible to look at procedures only in such a review. One of the main functions of the Campus Tenure Committee will be to determine whether or not the faculty member has been reviewed and evaluated in terms of the tenure criteria established in the Faculty Personnel Policy and the specific departmental criteria established in accordance with that policy. To do that without looking at substance is an impossible task.

#### Elimination of the Academic Personnel Council

The new policy describes an elaboration of the functions of the Faculty Appeals Board along with clearly articulated procedures for addressing grievances. To implement this system while retaining the traditional role of the Academic Personnel Council seemed cumbersome and redundant, and the Regents wanted the process simplified. Faculty members clearly have access to an appeals body in the new policy; additionally, a Committee on Discrimination has been added to address specific charges of discrimination as a separate matter.

With the campus-wide Tenure Review Committee and the newly established appeals structure (the latter being totally constituted of faculty elected by the Faculty Senate), most of the functions traditionally assigned to the Academic Personnel Council with regard to tenure matters were, in effect, reassigned.

As with every new departure, there will need to be a period of time to observe the system, to work out implementation difficulties, and to evaluate it. But there certainly appear to be as many guarantees built into the total process to insure careful and fair evaluation with clearly established procedures for handling grievances along the way.

#### The Initiation of Tenure Recommendations

I understand that there is concern about the role of Committee A in the initiation of tenure recommendations.

While the new tenure policy does not mention Committee A in the procedures for the tenure decision (3.7.5), it preserves most strongly the fundamental concept that formal consideration for tenure recommendations begins with the faculty of the candidate's academic unit. The process for formal consideration begins with a polling by secret ballot of all tenured faculty members of that unit (3.7.5(f)). The judgments of the faculty in the unit are the fundamental building stones in the process of determining whether tenure will be constructed or not. Committee A is not referred to, in part, because it is redundant. On the other hand, the Chair of the department is specifically mentioned in response to the requirements of the Regents that single officers be pinpointed for accountability purposes. The Regents want to make it clear that the departmental chair has responsibility for the quality and progress of the department from an administrative point of view and, if that person is to be held accountable for that quality and progress, that person should provide a specific recommendation so that the Regents may be aware of it.

I should also mention that there is nothing in the policy which prohibits a department from making use of Committee A or a similar body for evaluation and advice to the faculty as a whole or to the Chair or to both, but the new policy does require a specific statement by the tenured faculty and by the Chair so that the essential judgment of faculty colleagues is pinpointed and made clear and the judgment of the officials whom the Regents will hold responsible is similarly made clear.

#### Elimination in Several Places of References to AAUP Policy

There are several places in the policy as enacted by the Regents in which references to AAUP policy statements have been removed. This removal was undertaken largely because of legal reasons. These reasons center essentially upon two themes. One is that, from a legal point of view, it is most desirable to have all elements of the policy fully and explicitly stated in the policy itself rather than through reference. This improves the clarity of the document and avoids ambiguities with regard to what portions of referenced statements may have the effect of policy.

The other theme is similar to the first. It emphasizes the concern that incorporation by reference of documents, principles, and policies formulated by others places in the hands of others, rather than of our Regents, the possibility for modification of the Regents' policy by means other than specific action by our Regents. Such modification would come largely through changing interpretations and elaborations of referenced statements. Frankly, our Regents do not wish to place that in the hands of others.

The elimination of most of the references to AAUP statements does not mean that the policy rejects the principles and intent of those statements. It simply means that those principles and statements need to be explicitly stated in the policy in a form applicable to the University of Oklahoma. It is our understanding that the policy as enacted is consonant with the basic principles enunciated by the AAUP in the past as it helped to develop national standards.

I believe that this covers most of the major points that we have discussed informally. If there are others that need further development, please do not hesitate to let me know. I will be pleased to develop them further in writing or to ask Provost Morris to meet with the Senate for further discussion should that be preferable.

I know that the development of this policy has been trying for us all. Given the limits of time imposed upon us and the need to have a policy established so that we could move forward with tenure considerations this year, we have tried to work as closely as possible with the two Senates, as well as with the Regents, and I am convinced that we have a policy much improved over the one that has been in effect. I am also well aware that, when a policy is developed and refined on as rapid a basis as was this one, there is always room for improvement. As we gain experience with it, I am sure that the Regents will entertain recommendations for changes should those be necessary after a reasonable period of time under the terms of the new policy.

ANNOUNCEMENT: Spring (1976) Meeting of the General Faculty

The spring (1976) meeting of the General Faculty on the Norman campus of the University of Oklahoma will be held at 3:30 p.m., on Thursday, April 15, 1976, in Adams Hall 150.

ACTIONS TAKEN BY SENATE EXECUTIVE COMMITTEE

(1) HSC Prof. Holtzen's Tenure Case: On April 5, 1976, the Senate Executive Committee approved the submission of the following resolution to President Sharp concerning the tenure case of Professor Verna Holtzen, Health Sciences Center:

"The Executive Committee of the Faculty Senate (Norman campus) urges the Board of Regents of the University of Oklahoma, as a matter of principle and of great concern to the faculty on the Norman campus, to reconsider without prejudice Professor Holtzen's tenure case on April 8, 1976."

(See pages 1 and 2 of the Senate Journal for November 10, 1975.)

(Secretary's note: On April 8, 1976, the University Regents granted tenure to Professor Holtzen.)

(2) State Regents' Policy concerning Articulation of Students among State Institutions: In view of the subsequent developments at Oklahoma State University in this matter, the Senate Executive Committee on April 5 referred this question to the Academic Programs Council for further study and specific recommendations for unilateral Oklahoma University action to be considered by the Senate at its May 3 meeting. (See pages 7-10 of the Senate Journal for March 15, 1976.) (Also see item (4) on page 2 of this Journal.)

UNIVERSITY REGENTS' SPECIAL ALLOCATIONS

Background Information: On March 30, 1976, the Budget Council forwarded a letter to President Paul F. Sharp that included the following self-explanatory paragraph concerning the recent special allocation by the Regents:

"While we recognize that final approval of and legal responsibility for the University budget is in the hands of the Regents, and while we are supportive of policies to enrich and improve academic programs, we believe that budget planning must be the responsibility of the President with input and advice from many sources from within the University. We deplore the Regents' recent budgetary decision in making a large commitment of funds off the top of the budget with apparent disregard of the normal budget planning procedures and the Regents' expressed intent to continue making such allocations in the future. We feel that continued decisions by the Regents of this type would be to the long-term detriment of the University."

Dr. Patrick Sutherland, Chairperson of the Budget Council, on March 31 urged the Senate, the Employee Executive Council, and the Student Congress to take similar action patterned, as desired, after the Council's resolution quoted above. On April 5, the Senate Executive Committee unanimously endorsed the above resolution, in substance, for Faculty Senate consideration at the April 12 meeting.

Senate Action: Dr. Gail de Stwolinski presented the recommendation of the Senate Executive Committee endorsing the above resolution, in substance. Without further discussion and without dissent, the Senate approved the Committee recommendation.

The Senate Secretary on April 15, 1976, reported to President Sharp the above Senate action as follows:

"At its regular meeting on April 12, the Faculty Senate voted, without dissent, to express its displeasure with the recent decision of the Board of Regents of the University of Oklahoma to make a large, advance commitment of funds with total disregard of the normal budget-planning procedures, as well as with their announced intention to continue making such allocations in the future.

"The Faculty Senate feels that such decisions, in the long run, will work to the detriment of this University."

REPORT ON MARCH 15, 1976, JOINT MEETING OF EXECUTIVE COMMITTEES  
OF OU FACULTY SENATE AND OSU FACULTY COUNCIL

The seven elected members of the Faculty Senate Executive Committee and six members of the Executive Committee of the Oklahoma State University Faculty Council held their spring semester (1976) joint meeting in Norman on March 15, 1976.

Informal discussions covered (1) the articulation policy recently approved by the State Regents' for Higher Education, (2) student evaluation of faculty, and (3) relationships of faculty governance systems on both campuses with their respective Boards of Regents.

PROPOSED UNIVERSITY POLICY IN EVENT OF RETRENCHMENT

Background Information: On March 15, the Faculty Senate tabled until April 12 its final consideration of the two-part report of its ad hoc Committee on Retrenchment Policy. (See pages 13-14 of the Senate Journal for March 15, 1976.)

Senate Action: Dr. Braver moved approval of the first part of the report (page 13 and top of page 14 of the Senate Journal for March 15, 1976). During the subsequent discussion, Dr. Streebin moved that par. c at top of page 14 ("Early retirement should be encouraged") be deleted. With one dissenting vote, the Senate approved the deletion. Dr. Fowler then moved that the essence of the deleted statement be incorporated in the policy statement. The Senate rejected this proposal. Later, the Senate approved the original motion as amended above.

The Senate then approved Dr. Lee's motion that the fourteen items in the second part of the ad hoc Committee report be voted on separately and in turn. The Senate approved recommendations (1) through (4) without dissent. During the subsequent discussion, the question arose as to whether the recommendations would be applicable only after some official pronouncement of a "state of retrenchment" or whether they would be implemented immediately. Dr. Lee expressed the opinion that the specific recommendations call for immediate implementation in a spirit of fiscal responsibility. Other Senate members felt that the close relationship between the two parts of the report implied that the recommendations should await an official declaration of a "state of retrenchment." Dr. Fowler moved that recommendations (5) through (14) be tabled until the May 3 Senate meeting. The Senate approved the motion. Shortly thereafter, Professor Mouser moved that both



parts of the ad hoc Committee report be reconsidered by the Senate at its May 3 meeting. The Senate approved the motion without dissent, with the understanding that the ad hoc Committee would consider including an appropriate preface statement with clarification of the various points raised at this meeting.

#### REALLOCATION OF SENATE SEATS TO BE VACATED BY THE PHARMACY COLLEGE

Background Information: In view of the approaching move of the College of Pharmacy to the Oklahoma City Health Sciences Center campus, the Senate Executive Committee a few months ago requested two of the Norman campus members (Drs. J. Laguros and J. Clayton Feaver) of the ad hoc Committee for the 1974-77 reapportionment of Senate seats to study the matter and recommend the reallocation of the two Senate seats in question. In their report of March 5, 1976, the ad hoc Committee recommended that, on the basis of their recent analysis of the original 1974 FTE faculty data, one seat be assigned to the College of Engineering and the other to the College of Arts and Sciences.

Senate Action: Dr. McDonald moved approval of the ad hoc Committee recommendation. With some dissenting votes, the Senate approved the recommended reallocation of Senate seats.

#### PROPOSAL FOR A STUDY OF UNIVERSITY BUDGET DECISION PROCEDURE

Background Information: On January 29, 1976, the Senate Executive Committee approved a proposal that a Senate ad hoc Committee be appointed to study the University budget decision procedures and, further, that the President of the University be requested to authorize the participation and the cooperation of the University Internal Auditing Office in this matter.

Senate Action: Dr. Gail de Stwolinski presented the above Executive Committee recommendation for Senate consideration. Without any discussion and dissent, the Senate approved the study proposal.

#### DEPARTMENTAL/FACULTY PROBLEMS WITH ADVANCE ENROLLMENT

Dr. Donald Cox reported on a beneficial conference that morning between representatives of his department (Botany-Microbiology) and Dr. Messer, University Registrar, concerning departmental and individual faculty problems with the one-week advance enrollment period and the continuous advance enrollment, including inaccurate, delayed class rolls. He commended Dr. Messer on his cooperative attitude and genuine desire to be of assistance.

Dr. Messer was present at the Senate meeting to participate in any pertinent discussions. In response to a question from the floor, he stated that the advance enrollment program was intended primarily to provide greater service to the students. He agreed that the program has produced related problems that he then pledged to help solve for departments and faculty members. He is continuing his vigorous efforts with the Office of Admissions and Records to make advance enrollment as efficient and effective as possible.

Dr. Cox then moved that departments and individual faculty members be apprised through the medium of the Senate Journal that the Registrar's Office is available for assistance with problems arising from advance enrollment. The Senate approved the motion without dissent.

#### ADJOURNMENT

The Faculty Senate adjourned at 4:46 p.m. The next regular meeting will be held at 3:30 p.m. on Monday, May 3, 1976, in Room 218, Dale Hall.

Respectfully submitted,

*Anthony S. Lis*  
Anthony S. Lis, Secretary

REPORT OF THE AD HOC COMMITTEE:

Possibilities of Instituting Collective Bargaining on  
the Norman campus of the University of Oklahoma

Introduction

The Committee charge was to explore the possibilities of collective bargaining for the Norman campus. In that regard the following topics are discussed in order (1) legality of Collective Bargaining, (2) Definition of the Constituency, (3) Governance and Collective Bargaining, (4) Consequences of Collective Bargaining for Campus Administration, (5) Job Security and Tenure, and (6) the Economic Impact of Collective Bargaining. In addition to the main body of the report, a questionnaire to the faculty is provided to obtain faculty opinion on the desire to engage in collective bargaining.

Legality of Collective Bargaining

There is no legislation in the State of Oklahoma authorizing employees in higher education to engage in collective bargaining. All faculty and staff of the University of Oklahoma are public employees since the University is a political subdivision of the State. Virtually all collective bargaining agreements among state institutions of higher education are found in those states that have permissive legislation. The issue addressed in this section is whether or not the University of Oklahoma faculty could bargain collectively at all under existing state law?

A question of the NLRB's exercise of jurisdiction.

The National Labor Relations Board has declined to exercise jurisdiction where it has determined that the institution involved is a political subdivision of the State. In determining whether an entity is a political subdivision of the State, two factors must be found:

The entity must either be (1) created directly by the State so as to constitute a department or administrative arm of government; or (2) administered by individuals who are responsible to public officials or to the general public.

Thus, any clearly public institution created by the State or administered by individuals who are responsible to public officials or to the general public should be exempt from NLRB jurisdiction pursuant to NLRA Section 2 (2).

The fact that a university is not a political subdivision is not conclusive of its status as a private institution for purposes of NLRB jurisdiction. For example, in the case of Temple University, it was found that that institution was originally chartered as a private, non-profit entity. However, the Commonwealth Act of 1965 modified the original charter and vested in the Commonwealth of Pennsylvania, through the Governor and the Legislature, substantial control over the University affairs. The Board thus found a unique relationship between School and State and declined to exercise jurisdiction over Temple on the theory that the Act's stated purpose was that of extending higher educational opportunities to Pennsylvania residents. Temple does have collective bargaining, nonetheless.

Traditional delegation arguments opposing collective bargaining, absent enabling legislation.

- (1) A Board of Regents or Trustees has only those powers delegated to it by the State Legislature and, absent appropriate enabling legislation, no power to bargain has been delegated.
- (2) The State governing board cannot, through collective bargaining, redelegate the powers given it by the legislature to determine faculty working conditions.

But there have been arguments contrary to the above-stated positions. In the case of Chicago Division of the Illinois Education Association v. Board of Education, 76 ILL. App. 2d, 256; 222 N.E. 2d 243 (1966), it was held that specific legislation would be needed to prohibit (my emphasis) rather than authorize collective bargaining by public employees. Here, the teachers successfully argued that the authority to engage in collective bargaining and conclude a contract was implicit in the general legislation empowering the school board to contract and do all things "necessary or proper" for the "operation of the schools."

This thesis has essentially been supported by Professor Dole, writing in volume 54, Iowa Law Review. He argues that the "(P)ower to confer exclusive recognition and execute collective bargaining contracts can be fairly implied from a general power to contract." He assumes that a public employer's general power to carry out its assigned functions is sufficiently inclusive to permit consultation with all persons affected by these functions.

It is assumed here that employees of the University of Oklahoma may bargain. The assumption is made in order to provide information concerning possible costs and benefits of faculty unionization on the Norman campus.

#### Definition of the Constituency

One of the most important issues to be resolved in the establishment of a collective bargaining process is the designation of the specific groups to be included in the scope of the collective bargaining negotiations and agreements. The delineation of collective bargaining boundaries is usually contained within the enabling collective bargaining legislation. This issue is critical for the definition of the constituency often determines the success or failure of bargaining elections, as well as the overall economic and political effects of collective bargaining on a campus. In the absence of enabling definitions, they are usually wide open to interpretation and negotiation.

There are actually two kinds of constituency boundaries to consider. The first boundary is defined by the kinds of personnel to be covered by collective bargaining negotiations. Generally all full-time teaching faculty are included on a campus although occasionally Colleges of Law and Medicine are excluded. Non-teaching personnel such as technicians, librarians, counselors, and other support personnel may form part of a constituency or may be grouped into a separate bargaining unit. Occasionally teaching assistants, research assistants, & graduate assistants may be considered to be a part of the constituency. Again, however, they may be placed in a separate unit.

By far the most important constituency boundary for a state-supported institution is defined in terms of geography rather than personnel. A constituency may include just one major university, all equivalent major universities in the state, four-year colleges, junior colleges, or any mixture of the above. A decision must be made as to whether an appropriate bargaining unit will represent just one campus or a state-wide system. The importance of this decision is underscored by noting that the nature of the constituency may determine the very issues to be included in collective bargaining negotiations. Some bargaining units have decided to restrict themselves to problems involving wages, hours, and working conditions and to exclude other issues of deep concern to faculty such as faculty rights of self-governance, personnel matters including tenure and promotion decisions, and academic freedom. Finally the depth and extent of the "leveling effect" may be traced back to the nature of the constituency.

Characteristic differences in various aspects of collective bargaining may be noted between campuses which are part of a state-wide system and those which form individual, localized bargaining units. A local bargaining unit tends to preserve the academic tradition of meritocracy as the sole criterion for personnel decisions such as tenure and promotions, while a state-wide unit may modify or supplant meritocracy with seniority considerations. A local unit is obviously more sensitive to the local

needs and problems of the campus it represents since the constituency of a statewide unit is usually a heterogeneous amalgamation of often mutually exclusive needs and conflicting demands. On the other hand, a state-wide unit is better able to supply the resources required to organize and to negotiate, implement, and police collective bargaining agreements. These resources include full-time professional and legal staff to research issues, collect data, lobby in the state legislature, conduct negotiations, provide legal representation before administrative boards and in the courts, and undertake grievance hearings and arbitration. Indeed these demands are so extensive that in several cases faculty which had initially won the right to be represented by a local unit found that local resources were simply inadequate and affiliated with a state-wide unit. A state-wide bargaining unit of necessity can offer more effective lobbying and packs more political "clout" based on sheer size consideration as compared with the uncoordinated and fragmented power of a group of local bargaining units. At this point, it is useful to summarize the salient characteristics of a state-wide bargaining unit as compared with a local bargaining unit by pointing out the obvious trade-off between effective political power and local autonomy.

There are several trends apparent in the definition of a constituency and the subsequent collective bargaining election which deserve comment. Campuses not involved with graduate teaching and research will seek parity in salary and teaching loads with the state universities charged with those responsibilities; therefore, those campuses seeking parity will press for a state-wide bargaining unit. Conversely the state universities with graduate programs usually seek a local bargaining unit. The pattern in the elections is that the lower tiers of academia in terms of job security, income, and involvement in local governance will choose a strong union while the higher tiers will choose either no representation or the least "union-like" group. Therefore, the outcome of the election is to a large extent decided by the nature of the constituency.

Once the appropriate unit is established, the matter of governance as it is affected by collective bargaining is addressed.

#### Governance and Collective Bargaining

We understand governance to encompass decisions of the higher administration, cooperative administration-faculty decisions, general faculty governance through a Faculty Senate and its councils and committees, College governance through both Deans and Faculty committees, and Department governance as it exists cooperatively between a Chairperson and standing committees. There is little doubt that the advent of collective bargaining will impact all of the above groups, each of which enjoys certain de jure power. Also interest and lobby groups, e.g., student organizations and AAUP, possessing de facto power in governance find their influence modified by collective bargaining agreements. While shifts of power occur, it is inconclusive which of the above groups suffer either diminished or increased power under collective bargaining. This appears a function of the particular bargaining agent and contract adopted by a faculty. The administration tends to preserve its power in governance.

The problem of faculty participation in governance should not be lightly viewed. The recent 1973 Pennsylvania State University Study concludes "the major cause for dissatisfaction, disquiet and grievance and the major irritant stimulating active consideration of collective bargaining is the perceived inadequacy of the role of faculty in governing their own affairs, and the apparent absence of any real faculty voice in the making of major decisions. Dissatisfaction with economic and working conditions, while apparent, may be minor by comparisons." One cannot but relate this statement to the recent reaction of the Faculty Senate relative to the faculty tenure-promotion documents. Further, surprisingly a large number of campuses have unionized rapidly, without prior extensive study, and in apparent reaction to situations which they perceived having grown intolerable.

By and large, university faculty traditionally have aspired, if not practically at least philosophically, to a pluralistic democracy where power and governance are divided.

Many faculty constituents of any university still believe deeply that governance and power must in fact be divided if tyranny is to be avoided and individualism and creativity served. Centralized administrative hierarchical models of governance are often viewed with alarm by the faculty.

In contrast to the above comments, immediate collective bargaining objectives after unionization appear to be the more easily identified items of salary, fringe benefits, etc.

Generally, relative to administrative governance, there is an immediate defensive reaction from administrators as they see collective bargaining as a threat to their current de jure power structure. However, as noted by the Pennsylvania State Study there is a current growing tendency for administration to move from the traditional, shared faculty-administrative governance, i.e., the so called "collegial approach," to administrative management. This movement appears to promote polarization between faculty and administration and creates an adversarial relation. It is often contended that the "collegial approach" to governance vanishes after unionization. It is also argued that it vanished prior to unionization and became a contributing factor in a movement to collective bargaining.

On current unionized campuses, prior constituted governing organizations usually continue to operate provided that no action they propose rescinds or modifies provisions of the contract. Hence, their power is curtailed. However, it should be noted the current power of our Faculty Senate is only advisory. In early stages "senates and unions often maintain dual tracks of responsibilities, with unions addressing economic issues and working conditions, and senates dealing with academic policy related to curriculum, degree requirements, and admissions." Occasionally, contracts require the restructuring of the entire faculty governing organization. It is not clear, however, if, in this case of complete restructuring, the prior governing organization was extensive or effective. After an examination of a number of current bargaining agreements, we were impressed by the basic resemblance of these contracts relative to the subject of governance to our current Faculty Handbook. This is not surprising since a recent study shows that faculty unions, even though they may not have AAUP affiliation, have shown great desire to impose, through negotiation AAUP principles as are contained in the 1940 Statement on Academic Freedom and Tenure and 1966 Statement of Government of Colleges and Universities.

Several other possible consequences stem from faculty unionization.

#### Consequences of Collective Bargaining For Campus Administration

Collective bargaining may have important consequences for the traditional role of faculty organizations and administrators at the University of Oklahoma. A question that must be addressed is what changes might be reasonably expected if the Norman campus should choose to select a bargaining agent. Two broad categories of possibilities are discussed.

#### External Influences

Public institutions of higher education in other states that have selected bargaining agents have experienced a tendency for external forces such as regents and legislatures to take a more active role in university governance. By the very composition of boards of regents, they consider themselves more competent in fiscal matters than a faculty which gives regents the confidence to take a more active role in a larger number of other matters within the university. Bargaining over direct wages has indirect consequences including decisions on class size, degree programs and content, and direct contact teaching loads. For the University of Oklahoma, the Regents would become more important in the governance of the Norman campus than they are now. In fact, it is not clear that a labor organization would find it advantageous to bargain, at least after a time, with the O.U. Regents if it could be avoided. Certainly, a primary objective of a labor organization would be to influence the allocation of the State's appropriation to higher education.

In the process of greater negotiations with the Higher Regents, the Legislature might be placed in a better position to exert substantially more influence on campus operations. Should there be an unfavorable reaction to a unionized Norman faculty, resources could be directed to other institutions designated by the political process. Whatever might happen in this regard would depend on the extent of faculty support of a union and the extent of support given by alumni and friends.

In any struggle to influence the allocation of extra dollars appropriated to higher education, the other state-supported institutions may find it to their advantage to remain non-union and in turn obtain preferential political treatment by the Legislature and Higher Regents. In this regard, unionization of all state schools might be a prerequisite for the effective organization of any of them.

Some of the above problems might be alleviated somewhat if the Legislature made a direct appropriation to the University of Oklahoma. In this regard, the bodies of regents and conflict with other institutions would be partially eliminated at least. However, the Norman campus could become completely politicized. Economic and academic issues are difficult to separate.

Other sources of increased off-campus power seem to have grown in institutions engaged in collective bargaining. Arbitrators, the courts, and various state agencies play a greater role in on-campus decision making. Experience over time and due care taken in constructing contractual language can overcome many of the difficulties encountered in those institutions from which we obtain most of our observations to date.

Limited collective bargaining experience at other public institutions of higher education reveals the possibility that power will shift upward from departments and colleges to higher administrators. Studies indicate that administrators in public institutions do not lose power but usually gain more authority as a result of faculty unions. The role of the President could be reduced, however, depending on the internal approach to off-campus power units. Multiple internal groups seeking preferential treatment from the Legislature or regents could bring about a sharing of the President's traditional roles.

The role of the faculty senate depends upon a number of variables when there is a union. An important consideration is found within the collective bargaining agreement itself. The greater the number of subjects covered by the contract, the smaller will be the role of the faculty senate. A senate cannot deal with the contract items that belong to a union. In fact, if the contract calls for arbitration of selected items where disagreement may arise, there could be greater internal conflict and not less. Of course, this situation depends on the specific contract language, but it is possible that an arbitrator could interpret contract language in a way that would be detrimental to all parties involved.

Experience with collective bargaining elsewhere indicates that administrative costs increase with collective bargaining. There is a tendency to employ specialists to assemble data and prepare for negotiations with the labor organization.

Department chairpersons may be placed in an in-between position with unionization. The higher administration may expect enforcement of the contract. The faculty may expect chairpersons, as is traditional, to represent the department to the administration. The final result may be the creation of a new layer of administration to police the contract or to resolve grievances previously handled at the departmental level. This could be the case in particular because junior faculty will have rights about equal to those of senior faculty in matters currently left to the senior faculty for resolution. Overall, there will undoubtedly be a change in interpersonal relations on campus as a result of unionization.

All of the above-mentioned consequences can be resolved should the faculty desire to seek union representation. However, it is clear that the internal and external environments associated with the University of Oklahoma will be altered. Each will

have to decide if the changes are more costly than beneficial because, once the changes are made, it is unlikely that the previous environments could ever be restored. A major factor in faculty organization centers on financial considerations.

### Job Security and Tenure

The lower the tier of academe in terms of security, income and prestige and involvement in the graduate scholarly - research culture, the stronger the vote for unionization as represented by a regular union body.

In the State of Washington, 1972-73, increasing hostility by legislators to faculty as overpaid "elitists" who are not interested in teaching and who can finally be taught a lesson in a weak labor market has given considerable impetus to efforts to secure collective bargaining rights. . . . an unattached elite main campus will be at a serious disadvantage in lobbying before the legislature where the several components of public education compete for a share of the state's budget.

Unionization inevitably fosters policies that seek to eliminate salary differentials among those in a given job category, other than those linked to seniority. It also tries to reduce or eliminate the power of management to differentially reward employees with respect to the issue of job security or tenure. Unions seek to have new appointments defined as "probationary" which implies a claim to permanency for anyone who demonstrates he can handle the job.

At Baruch College, CUNY, the vast majority of all grievances filed concerned reappointment with or without tenure. The contract there limits the scope of arbitration to procedural matters in such cases. No consideration of academic judgement is allowed in the current contract.

The New York Times argued that the issues under negotiation raised the question

"Whether decisions concerning faculty tenure will continue to remain in the hands of the academic departments or increasingly be turned over to union grievance committees and outside arbitrators. These decisions have traditionally been left to academic juries of the teachers' peers. Failure to renew the individual contract of a nontenured faculty member normally does not constitute a verdict of incompetence; it merely suggests that the department believes it ought to look for a person of even higher promise or of different qualifications before committing itself to a permanent offer of tenure. . . . To abandon this approach in favor of what would, in effect, be automatic promotion and instant tenure, with appeals ultimately left to outside arbitrators, would seriously undercut the role of academic self-government. In plain language, it would mean adoption of the public school staffing model under which all certified teachers are essentially interchangeable parts. It is a model ill suited to the maintenance of high scholarly standards in universities."

Assuming a term appointment is, in effect, a probationary appointment, it is reasoned that the individual is on a tenure track leading to a continuing appointment at the institution the moment he is appointed. The argument is that, where the university has policies relating to notice appointment and requires a tenure decision after a prescribed period of service, it follows that an initial term appointment may create an institutional obligation to grant tenure if certain conditions are met. This view says there is an implied obligation on the part of the institution to grant tenure provided the individual does not do something wrong or does not fail to measure up to expressly articulated institutional standards. It is further argued that in cases of non-renewal denying tenure, the burden should logically shift to the institution to show reason.

In a case at the University of California, an assistant professor served eight years in rank and was turned down for tenure when the chancellor reversed a favorable recommendation by the department on the basis of negative evaluations of the man's

published work from authorities in his field outside the university. The union argued that "the chancellor does not have unlimited discretion to determine the plaintiff's right to continued employment, if the reasonableness of his decision is called into question." The union denounced the reason given by the defendants as capricious.

This insistence by the union that administrative officers should not have the power to review faculty peer evaluation by seeking outside judgments of a candidate's scholarly qualifications runs directly contrary to an assumption shared at many leading schools: that it may be necessary, in upgrading "weak" departments, for administrators to seek confidential extramural advice to prevent faculties from becoming staffed by people like themselves. The greater the concern a school shows with maintaining or securing a scholarly achieving faculty, the greater the necessity to build in procedures that negate the inherent tendency for academic 'nepotism' -- appointing those who do not challenge their seniors.

During periods in which new approaches and subfields develop, those trained in increasingly outmoded styles may be undesirable as permanent faculty, even though they are highly productive and intelligent. Standards such as these obviously are not relevant to the great bulk of academe but do apply to those with a responsibility for frontier creative scholarship. Such considerations are deemed inappropriate by unions. They see the value of "humane treatment" as outweighing that of encouraging professional scholarship.

Unions inherently seek to secure "more" in negotiating power over the years. Clearly, reducing the power of the employer to discharge has been a continuing objective.

"Our examination of its effects on salaries and tenure-granting practices reinforces the findings of Joseph Garbarino's earlier intensive study of collective bargaining at five institutions. As he notes, 'a leveling process has occurred as most of the benefits have gone to the faculty of the lower-level institutions and to the support of professionals. Among regular rank faculty, the most significant benefits have accrued to a relatively small fraction of the junior faculty who have improved their chances of continuing employment in a weak labor market' (Garbarino, 1972)."

#### The Economic Impact of Collective Bargaining

How effective have unions on campus been in protecting and advancing the financial interests of their members, especially in a time of economic uncertainty? For several reasons, this is a difficult question to answer, partly because the experience with unions in higher education has been so recent. Nonetheless, it is possible to identify certain trends and developments that may help in assessing the potential economic impact of faculty unionization on a campus such as the University of Oklahoma.

To begin with, there is no unanimity concerning the effects of unionization on compensation levels in the larger economy. After reviewing the evidence, Foran (1973) concludes that new unionism is capable of generating wage differentials but that continuing unionism is not a causal force in the generation of such differentials. Wellington and Winter in The Unions and the Cities (1971), however, argue that unions may have a greater impact on wage rates in the public sector because of the alleged inelastic demand for public sector services and the extensive involvement of public sector unions in the political arena. Almost no empirical evidence exists, however, to confirm or disconfirm this viewpoint. The studies of collective bargaining among public school teachers, for example, have produced somewhat mixed results. Several studies using states as units of analysis (Kasper, 1970; Balfour, 1974; Brown, 1975) have concluded that the effect of unionization on compensation levels has been negligible. Thornton's (1971) examination of 83 large U.S. school districts, on the other hand, found that teacher bargaining did produce salary increases--from 23 percent at the MA maximum level to a much smaller 1-4 percent at the lower levels.



Few studies have focused on how much collective bargaining affects wages and benefits in institutions of higher education. In addition to the recency of the phenomenon, another difficulty lies with trying to determine the extent of salary increases had faculty not unionized. In a recent effort to deal with this issue, Birnbaum (1974) matched 88 institutions operating under collective bargaining with 88 comparable nonunion campuses to determine average faculty compensation differences between 1968 and 1972. He found that the salaries among unionized academicians increased \$777 more than among their nonunionized counterparts. The largest gains were made by unionized faculties at four-year public colleges where the increase was almost \$1200 more than for faculty at comparable nonunion institutions. Other observers (Garbarino, 1975) have found the economic benefits of bargaining less impressive. Thus, as might be expected, disagreement exists as to just how much faculty salaries might increase with the advent of collective bargaining over what might occur in the absence of unionization.

Some suggest that it is still too early to make definitive conclusions concerning union effects on faculty compensation (Carr and van Eyck, 1973). Others (Ladd and Lipset, 1973:69) argue that, whatever economic benefits might occur, unionization fosters policies that seek to eliminate salary differentials among those in a given job category, other than those linked to seniority. Kemerer and Baldrige (1975:208), in summing up the positive and negative effects of unions on campus, suggest that bargaining has generally improved the economic condition of unionized faculties over their nonunionized counterparts. Yet they also insist that dramatic increases in compensation are not the main fruits of collective bargaining; rather, for most academicians, job security is the principal benefit. In fact, Garbarino and Aussieker (1974:50) argue that the continuing attack on tenure is the "strongest force working for faculty unionism

With these preliminary and general comments in mind, the following discussion outlines more specifically some of the details of union agreements in the area of faculty compensation.

### Salary Increases

A variety of ways exists to provide salary increases to faculties at institutions operating under collective bargaining. The AAUP Primer on Collective Bargaining for College and University Faculty (1975) indicates that most agreements include an "across-the-board" increase of a fixed percentage. This means, of course, that the existing salary structure is preserved and differentials among faculty will increase over time. For that reason, they suggest that a variation on the straight percentage be considered, one which would provide a higher percentage increase to the lower-paid faculty. A second variation on across-the-board increase is to provide the same fixed dollar amount to all faculty regardless of their previous salary. Although merit raises are mentioned, the Primer comments that some faculties engaged in bargaining resist a system in which salary increases are based entirely or even primarily upon considerations of individual merit. The principal objection is that such systems have not worked well in the past and are too easily subverted into an arrangement by which friends are rewarded and dissenters and innovators are penalized. Moreover, it is often assumed that merit systems have worked to the disadvantage of women and minorities. Evidence suggests that indeed, among two-year institutions and many four-year colleges, across-the board increases either as a percentage or a combination of lump sum and percentage are the likely outcome of collective bargaining agreements. This has not necessarily been the case at larger universities. Four of six large institutions, for which data are available, have incorporated some provision in their agreements for merit increases. Even where merit increases are not provided, the exact salary adjustments vary. For example, the Wayne State agreement called for across-the-board salary increases (1973-74) as follows:

9% on first \$10,000

4% on second \$10,000

3% on third \$10,000

These percentages were somewhat lower (7%, 4%, and 2%) for 1974-75. The University of Delaware agreement, which includes merit, creates a three-tier method of providing salary increases. For 1975-76, these included a \$300 cost-of-living adjustment, a 2-1/2 percent increase, and the remaining balance (\$776,076) to be divided on the basis of merit. The procedures for awarding merit are not spelled out in the Delaware contract. At Temple, salaries for 1974-75 were determined by percentage increases (5.5 percent September 1 and an additional 2.5 percent January 9) and the allocation of a 1 percent sum for merit based on 1 percent of the previous year total base salaries. The Temple contract stipulates that faculty are evaluated for merit increases by their peers, their chairperson, and their Deans, based on contributions in the areas of teaching, research, and service. Merit raises at Wayne State were made quite explicit: 50 increases at an amount of \$1,000 and 190 increases of \$500 were permitted.

Most agreements also specify exact sums for promotional raises that are in addition to regular increases. For example, at Delaware, these figures for a nine-month contract for 1975-76 were \$550 for promotion to assistant professor, \$825 for associate, and \$1,100 for professor.

A faculty-inequities fund is commonly created under bargaining agreements at many institutions including larger universities. The sum apportioned to this fund is either a lump sum or a fixed percentage of faculty members' salaries within the bargaining unit. Its purpose may be only to help correct salary inequities between colleges and within colleges such as at Temple, or specific provisions may be made, such as at Rutgers, for a salary sum to be used exclusively to remedy inequities in women's salaries. A similar fund for women was established at Wayne State.

Minimum salary by rank is also commonly agreed to. For example, for 1975-76, Delaware has established salary minima as follows:

assistant professor	\$12,200
associate	\$15,100
professor	\$18,600

The minimum scale at Temple for the same year is almost identical to the above in the amounts provided by rank. Wayne State includes salary maximums by rank as well, but none of the contracts of large universities available to us spell out specific step raises within ranks. The AAUP Primer, however, suggests that this might be done. Movement upward by step within each rank, according to this arrangement, would almost always be on the basis of years in rank.

Cost-of-living increases as the basis for salary adjustment following the first year or two of the contract are not uncommon. Delaware and Wayne State both have explicit guarantees tying subsequent increases to cost-of-living indices based on figures from the Philadelphia and the Detroit areas, respectively. Other variations to provide increases for special groups of faculty are occasionally found. In the Wayne State agreement, salary adjustments were mandated for all faculty who had been at the University since 1966 and were then (as of July 1974) below the median salary for their rank. No such increases could be granted, however, that exceeded \$1,000.

Where union contracts exist, the salary increases for the first few years have been reasonably large at the major universities for which we have data, as indicated by the following:

Wayne State	9% on first \$10,000; 4% on second; and 2% on third \$10,000
St. Johns	21% over two years
Rhode Island	18% over two years
Rutgers	12% first year
Brooklyn Poly.	9% first year

Although it is difficult to determine the exact effects of collective bargaining on faculty salaries among major universities, some evidence suggests that unions do exert a push upward on salaries especially during the first few years of a contract. Clearly, however, the effects on wages, fringe benefits, and working conditions are highly specific to a local campus.

#### Fringe Benefits

The collective bargaining agreement will invariably include provisions related to fringe benefits. Normally, the faculty will urge the institution to assume all or a greater part of certain fringe benefits that previously were contributed by individual faculty members. The AAUP Primer (1975:78) suggests that an administration which refuses to agree to an additional percentage increase in straight salary can sometimes be persuaded to assume faculty contributory costs that equal or even exceed the amount of salary increase requested.

At the least, the fringe benefits agreed to would likely formalize the present level of benefits in effect at a particular institution. This is the case for the 1975-76 agreement at the University of Delaware where existing benefits include four insurance programs (medical-surgical, major medical, total disability, and life insurance), a retirement program (TIAA/CREF), course fee waivers, physical examinations, and mortgage loans. On the other hand, at Temple, beginning in January 1976, the agreement requires that the institution assume one-half of the cost of family coverage under the Blue Cross/Blue Shield Major Medical Plan, in addition to existing benefits. Thus the particular arrangement regarding fringe benefits included in an agreement, just as is the case for salary adjustments, will vary considerably from place to place.

Respectfully submitted,

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 Bernard McDonald (Mathematics)  
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 Fred Shellabarger (Architecture)  
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This questionnaire aims to elicit the opinion of the faculty on the subject of collective bargaining in higher education. The questions are asked to obtain your opinions about collective bargaining in general and your opinion about collective bargaining at the University of Oklahoma.

Please circle the answer that most nearly reflects your opinion. Feel free to provide additional comments in the margin near each question. \_ \_ \_ \_ \_

1. How well informed do you feel you are on the subject of collective bargaining in higher education:
  - a. Very well informed
  - b. Rather well informed
  - c. Have some knowledge of it
  - d. Have only a little knowledge
  - e. Know almost nothing about it
2. Check that statement among the following which comes closest to your feelings about collective bargaining as a general practice in colleges and universities.
  - a. Wholly inappropriate; absolutely against it
  - b. Generally undesirable; might be justified in a few cases
  - c. Depends on the institution; desirable for some, not for others
  - d. Will accept it as an inevitable trend
  - e. It is desirable and should be widely adopted
3. Indicate your status:
  - a. Tenured faculty member
  - b. Untenured faculty member
4. Indicate your department and, if appropriate, your division.
 

\_\_\_\_\_
5. Do you think the faculty should adopt collective bargaining now?
  - a. Yes
  - b. No
  - c. No opinion
6. What comes closest to your opinion?
  - a. Am against collective bargaining in any college, including  
 \_\_\_\_\_ (name your college)
  - b. Some places may need collective bargaining, but it is unsuited to this university.
  - c. We should resort to collective bargaining only after having exhausted all other means to improve the faculty's situation
  - d. Collective bargaining will come about eventually, but we should wait a few years before adopting it at this university
  - e. We should move to adopt collective bargaining at this institution as soon as possible
7. Do you think your own economic situation would be improved by collective bargaining?
 

a. It would improve my situation	c. It would not make any difference
b. It would weaken my situation	d. Do not know
8. Do you think your own professional situation would be improved by collective bargaining?
 

a. It would improve my situation	c. It would not make any difference
b. It would weaken my situation	d. Do not know

## FACULTY QUESTIONNAIRE

This questionnaire aims to elicit the opinion of the faculty on the subject of collective bargaining in higher education. The questions are asked to obtain your opinions about collective bargaining in general and your opinion about collective bargaining at the University of Oklahoma.

Please circle the answer that most nearly reflects your opinion. Feel free to provide additional comments in the margin near each question.

1. How well informed do you feel you are on the subject of collective bargaining in higher education:
  - a. Very well informed
  - b. Rather well informed
  - c. Have some knowledge of it
  - d. Have only a little knowledge
  - e. Know almost nothing about it
2. Check that statement among the following which comes closest to your feelings about collective bargaining as a general practice in colleges and universities.
  - a. Wholly inappropriate; absolutely against it
  - b. Generally undesirable; might be justified in a few cases
  - c. Depends on the institution; desirable for some, not for others
  - d. Will accept it as an inevitable trend
  - e. It is desirable and should be widely adopted
3. Indicate your status:
  - a. Tenured faculty member
  - b. Untenured faculty member
4. Indicate your department and, if appropriate, your division.  

---
5. Do you think the faculty should adopt collective bargaining now?
  - a. Yes
  - b. No
  - c. No opinion
6. What comes closest to your opinion?
  - a. Am against collective bargaining in any college, including  

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 (name your college)
  - b. Some places may need collective bargaining, but it is unsuited to this university.
  - c. We should resort to collective bargaining only after having exhausted all other means to improve the faculty's situation
  - d. Collective bargaining will come about eventually, but we should wait a few years before adopting it at this university
  - e. We should move to adopt collective bargaining at this institution as soon as possible
7. Do you think your own economic situation would be improved by collective bargaining?
  - a. It would improve my situation
  - b. It would weaken my situation
  - c. It would not make any difference
  - d. Do not know
8. Do you think your own professional situation would be improved by collective bargaining?
  - a. It would improve my situation
  - b. It would weaken my situation
  - c. It would not make any difference
  - d. Do not know