1970

A Descriptive Analysis of Collective Negotiation Agreements in Ten Selected Illinois and Michigan Public Community Colleges

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A DESCRIPTIVE ANALYSIS OF COLLECTIVE NEGOTIATION AGREEMENTS IN TEN SELECTED ILLINOIS AND MICHIGAN PUBLIC COMMUNITY COLLEGES

by

John William Gianopulos

A Dissertation Submitted to the Faculty of the School of Education of Loyola University in Partial Fulfillment of the Requirements for the Degree of Doctor of Education

February 1970
LIFE

On September 3, 1931, John William Gianopulos was born in Chicago where he was raised. After attending Chicago Teachers College, he received a Bachelor of Education degree in 1962 and graduated at the top of his class, which had elected him president. He completed the Master of Education degree in Educational Administration and Supervision at Loyola University in 1964, and after attending Colorado State College during the summer, returned to Loyola in the Fall of 1964 to pursue the doctoral degree.

Mr. Gianopulos taught in the Chicago Public Schools from 1962 until 1965 and assumed the chairmanship of the Department of Science at Manley Upper Grade Center in 1963. He was the first candidate selected at Loyola University for the Administrative Internship in Secondary School Improvement which was funded jointly by the National Association of Secondary School Principals, the Ford Foundation, and Loyola University. After spending one year as administrative intern in the Bensenville Public Schools in 1965-66, he was appointed Assistant to the Chancellor of Chicago City College.

Currently he lives with his wife, the former Mary Kosivas, and his two sons, William and Mark, in Arlington Heights, Illinois, and is Assistant Dean at the Amundsen-Mayfair Campus of Chicago City College.
Grateful acknowledgment is made to the following persons for their contributions to this study:

Dr. Melvin P. Heller, Chairman of the Advisory Committee, for his counsel and insight in helping to define the issues and in directing the study.

Dr. Jasper Valenti and Dr. James Smith for their suggestions, guidance and critical appraisal of this study.

Chancellor Oscar E. Shabat for the insights into human relations he has shared and for his continuing interest and encouragement in whatever progress made by the author in the area of collective negotiations.

The many representative faculty organization leaders, community college presidents, members of the state legislature in Illinois and Michigan, newspaper editors and librarians, plus many colleagues at Chicago City College, without whose efforts this study would not have been possible.

To my wife Mary, a special thanks for her patience, understanding, and help in typing the manuscript; and to my two sons, William and Mark, thanks for letting Daddy study when they really wanted to play.
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CHAPTER I

INTRODUCTION

During the first half of this decade, enrollment in junior colleges increased at a rate nearly twice that of four-year institutions. "Since 1952, the expansion and growth of the junior college idea have been nothing short of startling. More than two hundred new institutions have been established since that time, bringing the total by 1967 to well over eight hundred colleges . . . with approximately one and one half million students."¹ According to the American Association of Junior Colleges, sixty two-year community colleges opened their doors in the fall of 1968, bringing the total of community colleges to about nine hundred fifty.²

With the rapid growth has come a major change in the philosophy, curricula and administration of community colleges. Whereas many colleges had given almost exclusive emphasis to baccalaureate oriented transfer programs and some to vocational programs, many have now broadened their curricular offerings to become part of a comprehensive system of higher education.


The broad comprehensive curricula include not only traditional transfer courses but encompass occupational-technical, adult and continuing education and community services. They have usually coincided with a change of administration of the college, from control by a local board of education governing kindergarten through grade 14, to integration into a district, county, regional or state-wide junior college system placing the community college squarely in higher education.

Clifford G. Erickson, junior college president notes:

The stage is now set for an unprecedented development of junior colleges in the state of Illinois in the years immediately ahead. Whereas presently one college student in five is enrolled in a junior college, it can be confidently expected that in the years ahead a much larger percentage of college-level students will be enrolled in community colleges. Unit and high school district boards will undoubtedly divest themselves of junior colleges and encourage the establishment of separate junior college districts in order that the benefits to be derived from increased state funds for operation and for construction can be made available to local communities.1

The modification of purpose and administration has meant that many junior college faculty members are no longer satisfied with the passive role of teacher in a highly centralized structure where control over educational policies and the conditions of employment is lodged in the hands of the board and the president of the college.

Harry A. Marmion, Staff Associate, American Council of Education's Commission on Federal Relations, predicted that "junior colleges will be the first significant battle ground between unions and educators."¹

In an editorial concerning the Phi Delta Kappan 1967 Summer Institute on Collective Negotiations, it was noted that collective negotiations at the college level, particularly in junior colleges, where strong faculty organization is just beginning to develop, should be watched closely for development.²

At the 1968 American Association of Junior Colleges annual convention in Boston, Myron Lieberman stated that "the nation's two-year colleges can expect a 'tremendous upsurge' soon in the same kind of teacher militancy that has been besieging the public schools for years."³ Boards of education, accustomed to unilateral authority, are reviewing their traditional position of exclusive responsibility for determining overall policy.

"It may be difficult for some board members to accept, but in the arena in which they operate, the handwriting is on the wall for eventual legislation everywhere for either per-

missive or mandatory bargaining with public employees."¹ As Ray A. Howe, Executive Dean of Henry Ford Community College points out, "Let no one doubt it, collective bargaining is coming . . . . Collective bargaining seems the only currently proposed plan that offers to teachers the opportunity to be more than appellants."²

Continuing in the same vein, Roger H. Garrison, engaged in a preliminary national appraisal of junior college faculty issues and problems, warns:

Public junior college teachers do not feel restricted by the web of traditional, unwritten sanctions on direct action which inhibit their four-year colleagues. Whatever the means of organization — whether through faculty senate, local chapters of the American Association of University Professors, the American Federation of Teachers, state organizations, or even local area ad hoc groups — faculty militancy will grow in direct proportion to their sense of isolation (whether fancied or real) from the sources of power that control their professional destinies.³

These assertions are supported by a number of writers.

Arnold Weber, Chairman of the Task Force of Faculty Participation in Academic Governance convened by the American Association—


tion for Higher Education, writes:

... the greatest discontent and most visible tendencies toward unionization are found at the junior college level. On several of the campuses visited, there was considerable faculty dissatisfaction over the complete control by the administration of the curricula and promotions and the rigid application of rules governing the conduct of professional duties, such as the requirement that each faculty member spend a fixed number of hours on campus. The new status and prospective growth of these institutions make it unlikely that junior college faculties will long continue to accept such limitations on their role.1

On another occasion, Weber stated:

We found fifteen different institutions . . . where employee organizations or faculty organizations have attained a majority of the membership and have made claims to enter into collective bargaining negotiations. Now of those fifteen, fourteen are at the junior and community college level . . . .

We know of seven cases where formal collective bargaining agreements have been entered into. Again all of these are junior colleges. We know of three traditional strikes which have taken place in the last year and a half.

The idea of faculty people at any level getting on the picket line is really a new wrinkle in higher education.2

The new militancy on the part of the faculty has resulted in some rather startling events. "On November 30, 1966, the largest faculty strike in the history of American junior colleges began at the eight campuses of Chicago City College, a fifty-six year old public junior college. The strike, which


ran three days, brought a majority of the system's seven hundred instructors to picket lines established at each campus.\textsuperscript{1}

The following month, this writer appeared before the circuit court and "prayed" that a rule be entered against the officers of the representative faculty organization to show cause, if any, why they should fail to abide by the temporary injunction of the court.\textsuperscript{2} Subsequently, on March 22, 1967, he was subpoenaed before the court to identify the leaders of the strike.

The desire to make the study was quite frankly provoked by these events and others, to provide objective data which may shed some light on the major areas, issues and outcomes in collective negotiations and on implications for public community colleges.

**Purpose of the Study**

The purpose of this investigation is to conduct a study of ten selected public community colleges in Illinois and Michigan that have signed collective negotiation agreements (Level IV agreements as defined by the National Education

\textsuperscript{1} Norman E. Swensen and Leon Novar, "Chicago City College Teachers' Strike," \textit{Junior College Journal}, Vol. 37, No. 6 (March, 1967), 19.

\textsuperscript{2} See Appendix I.
Association) with local representative faculty organizations and that have experienced some sort of actual or threatened work stoppage during the 1967-68 academic year.

This study will present a descriptive analysis of collective negotiations by studying the scope of the agreements in effect, major areas, issues, and outcomes.

Some of the questions to which answers will be sought are:

1. What is the scope of collective negotiation agreements in selected community colleges in Illinois and Michigan?

2. What are the major issues and outcomes in collective negotiations in the selected community colleges?

1. Glen Robinson, "Types of Negotiation Agreements," NEA Research Bulletin, Vol. 45, No. 4, (December, 1967), p. 103. Agreements are classified by the National Education Association into five basic categories: "(a) agreements that do not recognize organizations for negotiation purposes and utilize some other type of procedure, (b) agreements that provide only for recognition of an organization as representing the teachers or professional staff or other designated group of employees (called Level I agreements), (c) agreements that contain recognition (Level I) and negotiation procedures (designated Level II), (d) agreements that contain impasse resolution procedures (referred to as Level III), and (e) agreements that contain, in addition to the recognition and negotiation procedures, one or more such features as a salary schedule, leave policies, and other negotiated items related to personnel and conditions of employment often found in personnel handbooks or school system policies. The last mentioned agreements may or may not contain impasse resolution procedures. They may be called Level IV agreements, comprehensive agreements, or substantive agreements."
3. What is the impact of collective negotiations on community college administration and faculty?

A. What is the role of the administrator in collective negotiations?
B. What are the implications of collective negotiations on line and staff relations?
C. What are the patterns, trends and implications for community colleges?

4. What are the policy positions of faculty organizations concerning collective negotiations?

A. American Association of University Professors
B. American Federation of Teachers
C. National Education Association

Definition of Terms

The following terms used throughout the study are defined in the following manner:

Agreement: A signed written statement between an employer, (Board of education) and employee organization, (representative faculty organization) for a definite period of time, defining conditions of employment, rights of employees and the employee organization and procedures to be followed in settling grievances that arise during the lifetime of the agreement.

Collective negotiations: A process whereby faculty members as

1. Hereinafter called AAUP
2. Hereinafter called AFT
3. Hereinafter called NEA

an organization and their employers, the board of education or trustees, make offers and counter-offers in good faith on the condition of their future relationships for the purpose of reaching a mutually acceptable written agreement, memorandum of understanding, or contract covering terms of employment, salaries, and working conditions in public community college education.1

Economic demands: Wages, salaries and fringe benefits received by the employee at a cost to the employer. The term "fringe benefits" covers a host of practices, including sabbatical, sick leave, pensions, health and insurance plans.2

Non-economic demands: For purposes of this study, non-economic demands include all other areas not covered in economic demands.3

Public community college: A locally controlled public two-year institution of higher education which offers comprehensive programs of continuing education for persons of post high-school age.4

Representative faculty organization: A type of voluntary organization of teachers in a community college which may, or may not affiliate with regional, state, or national associa-

1. Ibid., 418.
2. Ibid., 421.
3. Writer's definition.
tions, selected by a majority of the faculty by an election and recognized by the board as the bargaining agent for collective negotiations, and primarily concerned with the improvement of teachers' economic welfare, but also devoted to improving teaching efficiency in encouraging educational reform, and conducting programs of social activities.¹

Scope of agreement: Conditions of employment which are negotiated by the representative faculty organization and the board and included in a signed collective agreement covering the obligation and rights of teachers, administrators and school boards on all important matters involving possible conflict.²

Student welfare: Those functions of a community college which directly affect the students' social, economic, physical, and intellectual well being.³

Teacher welfare: Security of tenure and advancement of the general professional status of teachers including improvement of working conditions, salaries, and fringe benefits.⁴

Work stoppage: A temporary halt to teaching, initiated by faculty members which may take the form of a boycott, recess,

¹ Writer's definition.
³ Writer's definition.
⁴ Writer's definition.
sit-in, withdrawal of services, picketing, sanctions, and others which indicate that the teachers did not meet their scheduled classes.¹

Faculty, teachers, employees, or community college instructors as used in the study apply to full-time teaching members of the college organization.

In this study issues has a broader connotation than demands; it includes demands. For example, the issue in a work stoppage may be greater involvement by the teachers in policy development. Strategy may be to list specific demands, such as "class size will be limited to 25 in speech classes . . . and to a teaching load of 12-13 class contact hours per semester."² Issues may be part of long range objectives while demands are specific objectives of the moment.

By the same token, outcomes has a broader connotation than settlements: it includes settlements. Outcomes may not always be immediately apparent. For example, a signed agreement between the faculty and the school board might be a settlement to a demand. Over a period of time, improved faculty-school board relations could be an outcome. Also, there can be outcomes which do not relate to either issues or demands. For

¹. Writer's definition.

². Two Year Agreement Between the Board of Junior College District No. 508, County of Cook and State of Illinois and the Cook County College Teachers Union Local 1600, AFT, 1967, p. 8.
example, an injunction to end a strike could be an outcome.¹

**Hypotheses**

After a preliminary analysis of professional publications, the following hypotheses were proposed as a means of giving direction to the study:

1. There are no substantial differences among public community colleges in Illinois and Michigan as characterized by collective negotiation agreements and work stoppage, in scope of agreements, issues and outcomes regardless of association affiliation as measured by responses to a questionnaire and a structured interview.

2. Collective negotiations introduce rapidly escalating costs, time-consuming processes, encroachment on administrative flexibility and decision-making, and a threat of work stoppage at a time when rapid and bold experimentation is essential to the growth and vitality of the community college movement.

3. Assuming that the scope of collective negotiation agreements, issues and outcomes can be identified and categorized, non-economic demands gained by the representative faculty organization have been given a higher rank priority by that organization than the economic gains achieved by the faculty.

4. In community college districts which have experienced actual or threatened work stoppage, the key issues were more directly associated with teacher welfare than student welfare.

**Procedure**

The general design of this study is divided into two major areas:

1. The historical method\(^1\) was used to describe the sequence of events concerning collective negotiations. This method included not only the collection and organization of primary and secondary documentary materials in chronological sequence for proper historical perspective, but the analysis of major areas, issues and outcomes, together with interpretation of the significance for the future in the area of collective negotiations.

2. The descriptive survey method\(^2\) was used to secure evidence concerning current conditions. The data gathering techniques included questionnaires, interviews, observations, and content analysis of agreements. The literature was searched for definitions, factors influencing college nego-

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tions, the scope of negotiation agreements, and the status of collective negotiations.

A pilot questionnaire was drafted and tried with a willing group of faculty and administrators. The questionnaire was then mailed to each chief administrator of a public junior college in Illinois and Michigan to determine the status of faculty participation, the perception of line and staff relationships, and the impact of collective negotiations on both administrative and faculty groups. A similar questionnaire was mailed to the head of the representative faculty organization to determine the impact of collective negotiations and the role of the faculty and administration as perceived by each other. In addition, collective negotiation agreements in effect in Illinois and Michigan were analyzed and codified with respect to salary, working conditions, educational policy, etc.

Further primary data with respect to major problems and issues in collective negotiations were secured by a structured, in-depth interview with selected administrators and faculty representatives currently under a collective negotiation agreement. (See page 17).

Additional primary sources were located by reviewing state statutes, citations, and legislation in the public sector affecting collective negotiations. Content analysis, statistical summary and synthesis of data from the scope of collective negotiation agreements were made.
The Need and Significance of the Study

The impact of the collective negotiation movement is just beginning to be felt in community colleges.

Currently, collective negotiations at the community college level are concentrated in Illinois and Michigan. The writer conducted a survey in the Spring of 1968 and determined that approximately 75 per cent of the nation's collective negotiation agreements in effect at the public community college level were in Illinois and Michigan. This collective activity is due in part to changes in state legislation in Michigan which now require collective negotiation and to an Appellate Court decision in Illinois, permitting a local board of education to negotiate with a representative faculty organization. Approximately two-thirds of the states have introduced or are expected to introduce legislation on the subject, with seventeen states having enacted statutes regulating collective negotiations.

All the action has occurred during this decade which, for most purposes, marks the beginning of the collective negotiation movement in public community college education with the emergence of collective negotiations at the Henry Ford Community College, Dearborn, Michigan, in 1966.


In September, 1966, in the nation's first recorded strike by college professors for higher salaries, one hundred forty faculty members of Henry Ford Community College, Dearborn, Michigan, engaged in a week-long strike for increases averaging about one thousand dollars annually.¹

When work stoppage is employed or threatened against a community college, the administrator usually finds himself forced into an adversary role against the faculty. In many cases there appears a clear cut institutionalization of "we" and "they" camps. In order to play his role properly, the administrator must be cognizant of recent developments concerning collective negotiations.

Forrest E. Conner, Executive Secretary, American Association of School Administration, states unequivocally that:

On this we can be sure: school administrators cannot afford to be in the untenable position of trying blindly to apply traditional concepts to new and changing circumstances. School administrators must reassess, and when appropriate, reshape and redesign their leadership role, using all the intelligence, insight, and understanding which can be brought to bear.²

A serious study of the implications of teachers' work stoppage could provide guidelines to all interested administrative and faculty groups attempting to reconcile legitimate


self-interest with a mutual desire to provide the best possible education for all community college students.

Limitations of the Study

This study involves a total of ten selected public community colleges in Illinois and Michigan chosen on the basis of the following criteria:

a. signed collective negotiation agreements with local representative faculty organization.

b. experienced some sort of actual or threatened work stoppage.

c. expressed a willingness to participate in the study.

It should be emphasized that the community colleges were not randomly selected. The conclusions are based solely on the responses of this sample population, and the reader is cautioned that he must make any projections with this limitation in mind.

The study is limited to collective negotiation agreements in effect during the 1967-68 academic school year in public community colleges and signed prior to June 1, 1968.

Summary

There is ample evidence in organizational publications to indicate the upsurge of collective negotiations in education.
The first chapter establishes the foundation and definition of the problem and defines the terms and concepts used. It further delineates the hypotheses and describes procedures that were followed. Chapter II provides the background for the study through a review of the related literature, considers the definitions of collective negotiations, describes the policy positions of national educational organizations, outlines the scope of collective negotiation agreements, and notes the role of the community college administrator. Chapter III examines the legal status of collective negotiations and develops a chronology of work stoppages. Chapter IV discusses the method used and procedures followed and describes the selected community college districts and representative faculty organization included in the sample. Chapter V contains a descriptive analysis of the scope of the collective negotiation agreements, issues and outcomes. Chapter VI summarizes the study, draws conclusions, makes recommendations and suggests areas for further research.
CHAPTER II

Historical Background of Collective Negotiations in Community Colleges

To provide historical perspective for what has happened in collective negotiations in community colleges in Illinois and Michigan, it is necessary to consider a broad definition of collective negotiations.

Since collective negotiations have been in effect for some years, articles in professional periodicals are plentiful; but well organized studies are scarce and generally geared to the common school level.\(^1\) The literature has not encompassed collective negotiations at the community college level.\(^2\) Nor have there been any studies reported which pertain to collective negotiations at the community college level. The few serious studies discussed are cited later in this chapter, but these studies are related only tangentially to the focus of this study and treat the topic at the common school level.

This is due partly to the fact that most community col-


2. Ibid.
leges studied have until recently been under local boards govern-
ing kindergarten through grade fourteen. This writer suggests
that much of the research on collective negotiations applicable
to the common school level embraces in part many of the same
major areas, issues and outcomes prevalent among community
colleges.

Collective Negotiations

The upsurge of collective negotiations has created a new
muddled vocabulary. Such terms as the AFT's "collective bar-
gaining," Lieberman's "collective negotiations," and Wildman's
"collective activity" have become confusing.

T. M. Stinnett, Assistant Executive Secretary for Pro-
fessional Development and Welfare, and Jack Kleinmann and Martha
L. Ware, Assistant Directors of NEA's Research Division, seek
to prove that "while professional negotiation is quite similar
to collective bargaining, it nevertheless differs enough to
make a different genre."1

Wesley A. Wildman, Director of Labor Management Projects
at the Industrial Relations Center, University of Chicago,
defines collective bargaining as:

Bulletin of the National Association of Secondary-School
a power relationship and a process of power accommodation. The essence of bargaining is compromise and concession-making on matters where there is conflict between the parties and the relationship. 

Charles Schmidt, Hyman Parker, and Bob Repas, Michigan industrial labor specialists, describe collective bargaining as "the process of accommodating the goals and objectives of both the employee and employer groups, writing down the results of those accommodations, and agreeing to accept these results for a specific period of time." 

Myron Lieberman, Director of Educational Research and Development at Rhode Island College and Director of the Phi Delta Kappa National Institutes on Collective Negotiations in Public Education, and Michael H. Moskow, Research Associate Professor of Economics and Education at Temple University, use the words "collective bargaining," "professional negotiations," and "collective negotiations" synonymously. 

Finally, Reynolds C. Seitz, former Dean of Law School, Marquette University, and now Professor of Law, agrees with Lieberman and Moskow that the terms are synonymous. 


There is an evident trend to substitute "collective negotiations" for "professional negotiations" and "collective bargaining." Regardless of the term, the objective here is to analyze issues and outcomes which may arise whenever community college faculties negotiate with school boards. To avoid predetermining or appearing to predetermine issues, this study will use collective negotiations as defined by Lieberman and Moskow:

A process whereby faculty members as an organization and their employers, the board of education or trustees, make offers and counter-offers in good faith on the condition of their future relationships for the purpose of reaching a mutually acceptable written agreement, memorandum of understanding, or contract covering terms of employment, salaries and working conditions in public community college education.2

Policy Positions of National Educational Organizations Concerning Collective Negotiations

National Education Association

Professional negotiations became official NEdA policy at the Denver convention on July 19, 1962.3

Arthur Corey, Executive Secretary of the California


2. Lieberman and Moskow, op. cit., 418.

Teachers Association, speaking at this convention attacked both collective bargaining and the strike as inappropriate for use by teachers.¹

The NEA representative assembly adopted Resolution 15² on professional negotiations on the same day (See Appendix II).

The significance of the statement made at Denver was (1) a categorical rejection of using labor techniques for settling school - staff problems, (2) a demand for the legal right of teachers to negotiate with boards of education regarding development of work policies, (3) a demand for an appeals procedure in case of an impasse. The statement clearly rejected collective bargaining as defined by labor and adopted negotiations as an alternative.³

Dr. William G. Carr, former Executive Secretary of the NEA, warned that the use of the strike will destroy public confidence in teachers.⁴

The primary objective of professional negotiations, according to the NEA, is to establish for teachers, through local


associations, "a formal role in the development of educational policies which affect them and the quality of the educational program to which they contribute professionally." 1

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

The "1966 Statement on Government of Colleges and Universities" is the latest policy position of the AAUP concerning the faculty's role in making and implementing decisions affecting the educational and scholarly life of the institution. The policy statement emphatically indicates that "collective bargaining may be ill suited to the faculty situation in higher education." 2

Whereas previously the Association opposed extending exclusive representation to faculty, it now opposes only its imposition through legislation.

Furthermore, it considers faculty strikes sometimes justified. A special joint committee on Representation, Bargaining and Sanctions approved this statement on faculty strikes on April 2, 1968:

"... situations may arise affecting a college or university which so flagrantly violate academic freedom or the principles of academic government, and which are so resistant to rational methods of discussion, persuasion,


and conciliation, that faculty members may feel impelled to express their condemnation by withholding their services either individually or in concert with others.¹

This statement amplifies two characteristics of faculty membership in higher education: 1) professors share in the government of their institutions, and 2) they have direct professional obligations to their students, colleagues, and disciplines. From these "principles of shared authority and responsibility," the Association concludes that "the strike is inappropriate as a mechanism for the resolution of most conflicts within higher education."²

According to Charles M. Larsen, AAUP Staff Associate, "One of the chief disadvantages of collective bargaining lies in the fact that it institutionalizes an adversary relationship, in which one side tries to maximize wages and the other side tries to maximize profits."³

Sanford H. Kadish, Professor of Law, University of California, Berkeley, and Chairman of Committee A of the AAUP, agrees with Larsen's position that

the move from academic senates to collective bargaining backed by the strike is a move to the market place, and the spirit of the market place is that you are entitled to what you can exact, and what you can exact is what you are entitled to ... Annual contract time could become

1. Ibid., 157.
2. Ibid., 157.
annual battle time, with the community divided between
the faculty and the administrators and each side assigning
its men to their battle stations. The natural strategy
is to get as much as you can from the other side with a
minimum of loss to your own. Exaggerated claims and over-
stated positions become the currency of compromise. At
the worst, high emotion and distress are the by-products.¹

AMERICAN FEDERATION OF TEACHERS

AFT leaders have given much thought to the problem of
possible strike action by union members. The statement on
strike policy of the AFT Executive Council in 1951 indicates
the union attitude adopted then for strikes.

... The use of the strike is rejected as an instrument
of policy of the AFT. The Executive Council and its
national officers will not call a strike either nationally
or in any local area or jurisdiction, nor in any way advise
a local strike. The funds and facilities of the National
Organization will not be used to support a strike.²

Resolution #79 on Collective Bargaining³ adopted by the AFT
at its Annual Convention in New York during August, 1963, demon-
strates that the AFT attempted to preserve some aspects of its
former no-strike policy while supporting the strike under
"certain circumstances."

³. Sanford H. Kadish, "The Strike and the Professorate,"
AAUP Bulletin, Vol. 54, No. 2 (Summer, 1968), 164.

². Commission on Educational Reconstruction, Organizing
the Teaching Profession: The Story of American Federation of

³. Stinnett, op. cit., p. 98.
Charles Cogen, retired president of the AFT, at the Annual Convention in Cleveland on August 19, 1968, stated: "While we must use every means at our disposal to win our objectives peacefully, we must not shrink from the use of the strike, if necessary, regardless of the fines and the jail sentences which may be levied against us." 1

In all, between traditional strikes and some of the new kinds of work-stoppages such as ministrikes (a new word added this year to the teacher-union movement's vocabulary), "an estimated 92,000 teachers withheld their services in AFT school disputes this year. There were thirty-two work stoppages called by AFT affiliates." 2

It appears that the tempo of work stoppage will not decrease for some time. Pete Schnaufer, AFT researcher -- discussing the particular tactics of sanctions, strikes, and mass resignations -- stated: "Teacher strikes in the future will be less likely to last one to five days, as they do now, and more likely to stretch out one to five weeks." 3

The duration of work stoppages depends on matters considered negotiable by both the representative faculty organization and

the board. The AFT's position emphasizes the desirability of a broad scope for negotiations. In 1965, Charles Cogen described the Federation's position:

We would place no limit on the scope of negotiations -- the items which are subject to the bargaining process. Anything on which the two parties can agree should become a part of the agreement; anything on which they cannot agree will, of course, not appear.

I look for a great expansion in the effective scope of negotiations.

... Obviously, class sizes, number of classes taught, curriculum, hiring standards, textbooks and supplies, extra-curricular activities, in fact anything having to do with the operation of the school is a matter for professional concern and should thus be subject to collective bargaining.¹

The expansion of teacher unionism into higher education has developed very rapidly, for until the 1960's there was little activity at this level. In 1966 the AFT initiated an organizational change that clearly indicated the significance which the national union attached to the recruiting of college faculty by forming a separate college division having its own staff and separate college locals. Until then a college faculty member interested in joining a teachers' union had been forced to join a local whose membership included teachers from kindergarten to college.

According to Richard Hixson, who heads the AFT's new

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there are now 14,000 college-level members of the union, organized in 104 local affiliates... reflecting an increase of 35% this year... Applications for AFT charters are arriving at the union's Washington, D.C. headquarters at the rate of two a week.1

The AFT has much to say about the formal and informal working conditions that should prevail in colleges and universities.

The AFT unequivocally insists upon the maximum degree of academic freedom and complete freedom of association for both professors and students. This of necessity involves unrestricted freedom to teach, engage in research, and publish in accordance with professional standards. Conversely, the AFT opposes loyalty and disclaimer oaths. As for compensation, the AFT advocates steady economic advancement with the years of professional experience, a basic salary ranging from $10,000 to $30,000 in mandatory, equal annual increments, and a public salary schedule for all college professors. The AFT urges automatic sabbaticals after each six years of service, a system of retirement allowances to assure annual benefits at no less than half pay of the highest year of salary, and unlimited sick pay subject to medical prognosis. The election of departmental chairmen and the limitation of nine teaching hours at the undergraduate level and six hours on the graduate level have also been endorsed by the AFT. Of paramount importance, the AFT stand on tenure is forthright and unmistakable, inasmuch as the AFT pledges immediate and unconditional support for any professor dismissed without exhaustive due process. In the event of contract violations, however, the AFT promises appropriate legal action and, if the circumstances warrant, will not hesitate to strike. The AFT emphasizes its priority objectives are entirely consistent with both the

inherent dignity of the academic community and the fundamental principles of the AFL-CIO.¹

Israel Kugler, President of the United Federation of College Teachers, firmly believes that unionism and collective bargaining, paradoxically enough, provide the atmosphere for the assertion of true individuality. It provides a protective shield of due process and power which permits the teacher, probationer or tenured to assert his point of view without fear or favor. There is no other way. If the profession of teaching in our colleges and universities is to meet its responsibilities to the students and the teaching staff, then it will organize itself in democratic fashion, on a national basis consonant with local autonomy, and equipped with the only known effective device for negotiating differences and establishing policy -- collective bargaining.²

A Summary of the Policy on Collective Negotiations

Held by the NEA, AAUP, and the AFT

The views in this study are based primarily on printed material reflecting the official policy positions on collective negotiations by the three major educational organizations. Both professional organizations and teachers' unions exist to effect change. Obviously the methods used by each group differ since their philosophies are different.


The NEA

The NEA proposes to negotiate with school boards and to enforce demands by imposing sanctions. The NEA negotiating unit usually includes all certified employees, including administrators. The preferred form of faculty representation is professional negotiations as opposed to collective bargaining.

West drew five major distinctions between professional negotiations and collective bargaining.¹

<table>
<thead>
<tr>
<th>Professional negotiations</th>
<th>Collective bargaining</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Removes teachers from operation of labor laws and precedents.</td>
<td>1. Alliance with labor movements subjects teachers to labor laws and precedents.</td>
</tr>
<tr>
<td>2. Includes all members of staff, including administrators.</td>
<td>2. Assumes inevitable conflict of interest between teachers and administrators and excludes administrators.</td>
</tr>
<tr>
<td>3. Permits single bargaining unit.</td>
<td>3. Fosters segmentation of teacher groups.</td>
</tr>
<tr>
<td>5. Administrator assumes dual role of professional leader and school board executive.</td>
<td></td>
</tr>
</tbody>
</table>

Exclusive Representation

The organization having the support of the majority of the professional staff should be their exclusive representative. The designation of an exclusive representative to represent all teachers of a community college district does not prevent

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the minority organization from pressing its views with the college president and board of education or trustees.

Scope of Negotiations

Although most faculty desire to participate in establishing salary schedules, class size and other conditions of work, they also want a greater voice in aspects other than those covered by the narrow definition of labor law. The NBA is concerned with in-service training programs, selection of textbooks, and the kinds of programs available for culturally disadvantaged students.

Goals of the NBA

The NBA seeks written agreements. However, it is not clear what the substantive scope of the agreements would be.

Sanctions

The NBA would not hesitate to use the common school technique of professional holiday or meeting in lieu of strikes at the college level.

The NBA imposes several levels of sanctions on an "offending school system."

Comparing strikes and sanctions, Stinnett says,

There are great differences. Sanctions do not violate a contract. Services to children are not interrupted. There are no picket lines. School districts are given several months' notice and told that existing conditions make possible only inferior programs for children; that
professional people cannot, under the existing conditions, provide first-rate services.

Recent developments in NEA policy have rendered Stinnett's distinctions moot for all but academic purposes. Before the NEA delegates, Braulio Alonso, 1967-68 president, committed himself and the NEA to action on a broad front. Recognizing the revolution under way in education, President Alonso urged teachers to participate aggressively in school policy-making and to present the strike threat as their ultimate weapon. In many ways, the AFT and NEA organizational paths have merged.

Recently the AFT has extended an invitation to the NEA to discuss merger talks. At this time the latter has rejected the invitation. 2

The AAUP

The AAUP has never believed that collective bargaining constitutes an appropriate means for faculty participation. 3 An AAUP chapter can obtain permission to seek a place on the ballot as collective bargaining agent only if there is no effective system of self-government and little prospect of getting it.

Exclusive representation

The national organization believes that exclusive bargaining as such endangers the academic professional status and, hence, its role in college governance.\(^1\) It views a college or university as a community where the various parties have common interests and where divisions along the lines of faculty versus administration are inappropriate since both are but different facets of the same profession.\(^2\) The role of the AAUP is to advise the local faculty group and the administration of good academic practices elsewhere and then to leave local parties to work out their problems.

Goals of the AAUP

Goals of the AAUP have been to defend academic freedom and tenure and to raise academic salaries. It favors merit salary and the widening of the salary range.

For all practical purposes, the AAUP opposes strikes.\(^3\) Under extreme conditions, when the issue is significant and other means for just solutions have proved unsuccessful, the AAUP might sponsor a strike. It will use censure for academic

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2. Ibid., 251.

freedom rather than economic issues, explaining that the censure does not disrupt the basic purpose of the institution.

AFT

In general, the AFT favors that relationship between teachers and boards of education that has been established in the private sector through the National Labor and Management Relations Act.

The AFT view is that there are natural divisions of interest among various campus groups such as faculty, administration, and governing boards. The Federation permits locals to decide on an individual basis whether to accept principals, but deans and college presidents are barred from membership by the national constitution. Until 1965 separate locals for principals were permitted, providing the local AFT affiliate approved.

Exclusive representation

The AFT favors the principle of exclusive recognition of a single bargaining agent endorsed by a majority of those voting in a secret ballot election where there are two or more organizations vying for "recognition." It opposes recognition on the basis of membership lists, except where only one organization is seeking exclusive recognition. Even here Cogan has stressed: "Due notice should be given so that any other
organization could force an election upon making a sufficient showing of interest.1

Scope of Negotiation

No limit is placed on the scope of negotiations. Anything on which the two parties can agree should become a part of the agreement.

Goals

The AFT wants legally binding, written agreements between boards of education and negotiating agents.

Sanctions

The AFT fully supports teacher strikes; it opposes anti-trust laws and the use of injunction in teacher-board disputes.

The AFT favors individual grievance procedures, with outside arbitration as a final step. It opposes grievance procedures which place the board or president in the position of final arbiter.

Recent Developments Concerning the AAUP, NEA, and the AFT

Recent developments among the AAUP and the NEA seem to in-

dicate a more militant posture with respect to certain key economic and non-economic issues. The AAUP has stated that "there is no AAUP Chapter serving as a known bargaining agent at this time."¹

However, one community college, included in the sample population, voted overwhelmingly to have the local chapter of the AAUP represent them and to oust the AFT local. The president of the institution, in an interview, frankly admitted that he saw no difference in the two organizations with respect to scope of the agreement, issues and outcomes. He concluded that the result was the same regardless of affiliation.

The AAUP has experienced outrage at union tactics, reminiscent of the NEA a few years ago. However, from recent developments in higher education, it appears that they too are adopting the actual or threatened use of work stoppage which they now justify in "extreme circumstances."

Although the three organizations claim to differ widely in their approach to collective negotiations, Calguri² concluded that no evidence was found to indicate differences between the AFT and the NEA in selecting problems for presentation to the superintendent and that teacher welfare was a dominant topic

¹ Peggy Heim, op. cit., 247.
to both as they related to school officials in public common schools.

Peterson,\(^1\) analyzing the goals of NEA and AFT concluded that both exhibited a commonality of interest in fifty-three of the fifty-five goal categories established in his study. He emphasized that the difference between the two groups lies in methodology, not goals.

Robert R. Clark\(^2\) studied five selected public common school districts in Illinois to determine teachers' and school administrators' opinions of the NEA and the AFT. He found that a substantial majority of teachers indicated that teachers' salaries, sick leave, class load, class size, retirement benefits, tenure, sabbatical leaves, and teaching assignments were issues for negotiation. Administrators generally agreed, except for negotiating class size, tenure, and teaching assignments.

On the basis of Deck's\(^3\) findings, both NEA and AFT mem-


bers scored relatively high on the Robbins Attitude Scale, a quantitative measure for the attitude of professionalism. The high score suggested that teachers, regardless of their affiliation, are generally professional in their attitude toward teaching. An analysis of all the responses indicates that on most items the majority of both NEA and AFT teachers chose the more favorable attitude statement. According to Deck, his study provides no justification in labeling the members of one organization professional while stigmatizing members of the other as unprofessional on the basis of attitudes toward teaching as a profession are concerned.

This writer does not wish to imply that attitude studies of public common school teachers really indicate the attitude of college teachers. However, since most of the community colleges visited were governed by common school boards and since the instructors were also recruited largely from district high schools, which was also reflected in the make-up of the RPO's negotiating team composed of teachers representing all levels, many community college faculty members may also be generally professional in their attitude toward teaching regardless of NEA or AFT affiliation.
In addition to the statutes which specify the item of negotiations, each state has constitutional provisions, statutes, and administrative rulings that affect the decision-making authority of the community college boards of education concerning the boards' conditions of employment. These include minimum salary, pension and retirement laws.

Wildman noted that in detailed agreements negotiated in public common schools,

Salaries, grievance procedures, and sick leave are the subjects most often dealt with. Most of the more professional matters such as the structure of in-service programs, instruction and curriculum, and the health and safety of children, in general, have not yet become the subjects of written bilateral agreements.¹

Accordingly, one of the questions raised by Birdsell's study² dealt with agreement of administrators and faculty on what should be negotiated. He found that a majority of teachers and administrators in public common schools indicated that salaries, fringe benefits, insurance, annuities, and sick leave, maternity, professional, and sabbatical leaves, should be negotiable. Nearly one half of the administrators and a majority


of teachers responded that the school year calendar should be negotiated.

Likewise, John Hopkins\(^1\) found that for those subjects which are commonly covered by state statutes, such as sick leave, and the initial granting of teachers' contracts, there was little difference between the existing situation and the situation which teachers, administrators and board members agree should exist. He concluded that teachers strongly wish to negotiate on extracurricular duties, in-service education, and teacher dismissal procedures. Therefore it appears likely that in the next few years a considerable incident of negotiability will occur on these subjects in public common school districts with advanced written agreements.

Furthermore, a survey by Richard H. Mosier\(^2\) reveals the views of 185 presidents of local teacher associations on the scope of collective negotiations. Over two-thirds of the respondents single out as most important for negotiations salary schedule, fringe benefits, professional and personal leave, and teacher load.

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The Role of Community College Administration in Collective Negotiations

Few aspects of collective negotiations have been as hotly debated as the role of the administrator in collective negotiations. One trend is clear: a new definition of the administrator appears to be emerging, but the role is still blurred.

One definition of role has been adopted by the NEA which contends that the chief administrator's role in collective negotiations is a dual one.1

Supporting the dual-role concept is Wildman who states that...

... the administrator is both the executive officer of his board and the first teacher in the system. ... The role of the chief administrator may become that of "middle man" interpreting the teacher to the board and the board to the teacher, providing information, counsel, and mediating services to both during the bargaining process.2

Stinnett, Kleinman, and Ware also appear to agree with the dual-role concept.3

Somewhat similar views concerning the administrator's role have been stated by Bertram H. Davis, General Secretary of the AAUP. He contends that the president's leadership role is

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3. Stinnett, Kleinman, Ware, op. cit., 19.
supported by delegated authority from the board and faculty.
"The president, in short, is not the faculty's master. He is as much the faculty's administrator as he is the board's." 1

This Association view has been stated in a Task Force Report of the American Association for Higher Education, "Faculty Participation in Academic Governance," and in a joint statement on Government of Colleges and Universities by the AAUP, the American Council on Education and the Association of Governing Boards of Universities and Colleges.

Essentially the model is built on the concept of shared authority in which the faculty and administration participate in influence and decision making. In some issues the faculty voice is predominant by nature of its special knowledge and competence and the imperative of academic freedom. In areas in which the administration has a functional advantage, it has the primary voice, for example, in providing overall leadership to the diverse constituency of the university, in coordinating the activities of the component parts of the institution, in planning and initiating changes or new programs, in assuring high standards in departments and divisions, and in business management.

Even in these matters, however, participation is joint and the mode of resolution of differences within the university is predominantly information sharing and appeals to reason, with the organized faculty voice taking the form of an academic senate as an integral and internal element of the university structure.

AFT strongly opposes the dual-role concept of the administrator. His emerging role, according to Charles Cogen, is limited to advising and negotiating for the board. This position is based on the management-labor, conflict of interest approach of private industry. The attitudes of the representative faculty organization, state legislators and labor mediation board interpretations in some states appear to leave little choice for the administrator but to cast his lot with the board as advisor and negotiator.

Attempts have been made to cast the administrator in a variety of roles. Some see him as the autonomous professional head of the school consulting both the board and faculty; others, as chief spokesman for the board. Some see him consulting board members as they do the negotiating; others as an independent third party in the negotiating process. Some perceive him as chief negotiator representing the board in all dealings with the staff; others as a member of the administrative nego-

tiating team, but not necessarily the chief spokesman -- that role being performed by legal counsel or an outside negotiating specialist. Still others view him as having no place in the negotiating process, and therefore completely bypassed.

Current negotiating practices offer some clues as to how the administrator functions in negotiations. One of the questions in the NEA Research Division survey of written negotiation procedures attempted to obtain data on the administrator's role in negotiations.

Table 1

<table>
<thead>
<tr>
<th>Role of Administrator in Negotiation Session</th>
<th>Illinois</th>
<th>Michigan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of agreements</td>
<td>62</td>
<td>238</td>
</tr>
<tr>
<td>Negotiator with full authority</td>
<td>9</td>
<td>98</td>
</tr>
<tr>
<td>Negotiator with limited authority</td>
<td>7</td>
<td>47</td>
</tr>
<tr>
<td>Advisor to negotiators</td>
<td></td>
<td></td>
</tr>
<tr>
<td>School Board only</td>
<td>10</td>
<td>58</td>
</tr>
<tr>
<td>Board and teachers</td>
<td>30</td>
<td>22</td>
</tr>
<tr>
<td>Neutral resource person</td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>Non-participant</td>
<td>0</td>
<td>4</td>
</tr>
<tr>
<td>Other</td>
<td>0</td>
<td>3</td>
</tr>
</tbody>
</table>

Table I should be considered in the light of current negotiation statutes or, in the case of Illinois, the lack thereof. In most respects, except in name, the community colleges in many of the districts visited in Illinois and Michigan were operating as an extension of the secondary school.

system with an assistant superintendent, director, or coordinator retained to perform necessary administrative tasks under the directions of a general superintendent. Michigan had modal responses which indicate that the administrator has full authority in 98 districts. Administrators in Illinois perform the dual task in approximately one half of the districts with signed agreements.

The study concluded that administrators who function as chief negotiators for their school system, as a group, strongly believe that it is impossible for the administrator to serve as an independent third party. They argue that unless the administrator is pro-management or "the board's man" confusion will reign and that trouble results when he tries to function as advisor to both sides in negotiations.

It appears that those who favor a labor-management view of negotiations see the administrator as an arm of management.

Those who disagree with this viewpoint, and who believe that the labor-management concept is inappropriate for collective negotiations in education, resist casting the administrator in an adversary role because it tends to formalize "we" and "they" relationships.

In any event, the ability of the administrator to survive and flourish will depend upon his capacity to adapt to circum-
stances. The administrator who draws his authority from the nature of his office rather than from personal and professional sources will have difficulty in surviving the change and authority structure.
CHAPTER III

LEGAL STATUS OF COLLECTIVE NEGOTIATIONS

State Legislation Concerning Collective Negotiations

Not until President Kennedy's Executive Order 10988, of January 17, 1962, expressly sanctioning collective bargaining rights for federal employees, did any general movement develop for state legislation, granting similar rights to school teachers and other public employees in the state and local governments.

Seventeen states have enacted legislation requiring or authorizing some measure of bilateral determination of conditions of employment for public employers as indicated by Table II.

Table II

STATES IN WHICH COLLECTIVE NEGOTIATION STATUTES
HAVE BEEN ENACTED OR INTRODUCED

<table>
<thead>
<tr>
<th>Enacted</th>
<th>Introduced</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alaska</td>
<td>Idaho</td>
</tr>
<tr>
<td>California</td>
<td>Illinois</td>
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<td>Connecticut</td>
<td>Indiana</td>
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<td>Florida</td>
<td>Iowa</td>
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<td>Maryland</td>
<td>Kentucky</td>
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<td>Massachusetts</td>
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<td>Michigan</td>
<td>New Mexico</td>
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<td>Minnesota</td>
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<td>Nebraska</td>
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<td>New Hampshire</td>
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<td>Rhode Island</td>
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<td>Texas</td>
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<tr>
<td>Washington</td>
<td></td>
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<tr>
<td>Wisconsin</td>
<td></td>
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</tbody>
</table>

* Resolution of the State Board of Education rather than Statute.

According to Lieberman, approximately 34% of the nation's teachers were teaching in states requiring some type of negotiations as of June 1, 1967. He predicts that by 1972 about 80% of the nation's teachers will be either teaching in states with some type of negotiation statute or actually engaged in negotiations.¹

State legislatures have responded to requests to formalize

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the employment relationship in public education in various ways. There are two rather broad categories in legislative acts. One is illustrated by the Alaska, Massachusetts, Michigan, New Hampshire, New York, and Wisconsin statutes, which cover teachers and other public employees.

Statutes in California, Connecticut, Florida, Maryland, Minnesota, Nebraska, New Jersey, Oregon, Rhode Island, Texas and Washington, on the other hand, limit coverage to certificated teachers. Appendix III compares statutes on collective negotiations.

Some generalizations can be drawn concerning the general movement for state legislation granting rights to teachers.

1. Legislation on collective negotiations has been enacted in seventeen states and probably will come into being in others in the near future.

2. Many future state statutes on collective negotiations will be limited specifically to certificated teachers rather than to all public employees.

3. Teachers and other school employees now enjoy the right to join professional associations and labor unions even though no statutes specifically give them the right to do so.

4. A board does not need legislative authority to enter into a bargaining agreement with a sole collective bargaining agency selected by the faculty.
5. The scope of negotiations in the future will be expanded to include educational policy as well as conditions of employment.

6. College boards must restrict their bargaining to matters not violating statutes or constitutional provisions. Statutes that establish minimum salary schedules, school calendars, retirement, pension, tenure, and budget making authority cannot be included in the negotiable items, nor can civil service laws be superseded by negotiation agreements.

7. Since threatened work stoppages are likely to increase in the future, statutory changes will be introduced expressly prohibiting teachers' right to strike.

Court Decisions and Legislative Developments
Concerning Collective Negotiations in Illinois and Michigan

One of the striking results of a review of the standard textbooks on school law is the neglect of collective negotiations, a neglect partly due to the recent arrival of collective activity in education and, thus, to the insufficient time for much commentary to appear. Edwards devoted less than one page to collective negotiations. He states that "The law governing the right of teachers to strike or the authority of school boards to negotiate with teachers' unions is still in the process of development." ¹

The law governing the right of community college teachers to bargain collectively or the authority of school boards to negotiate with teachers' unions is still being developed in Illinois. In 1966 a significant case dealing with these issues came before the equity branch of the circuit court of Cook County.¹

The case examined whether the Board of Education had authority to designate a sole collective bargaining representative and enter into negotiations over hours, wages, working conditions and professional problems. This lawsuit raised two basic questions: 1) Whether the existing memoranda between the Board of Education and the local affiliate of the American Federation of Teachers and the Chicago Education Association, which both expired in November, 1966, prevented the designation of the sole collective bargaining representative. 2) Regardless of the existence of these memoranda, whether the Board of Education, as a public body, had the legal authority to designate a sole bargaining representative for any class of employees and to engage in collective bargaining.

Judge Cornelius Harrington dealt with both issues. He ruled that the Board of Education had the right to conduct an election among a class of its employees designating the sole collective

¹. *Chicago Division of Illinois Education Association and James D. Breman v. the Board of Education of the City of Chicago* in the Circuit Court of Cook County, Illinois, 765, Ch. 5324, Feb. 23, 1966.
bargaining representative to enter into a bargaining agreement. Secondly, that the existing memoranda are not a legal obstacle to the holding of such an election, except that no exclusive bargaining agreement could be effective before November, 1966, the terminating date of the memoranda between the local union and the educational association. His decision was later upheld by the Appellate Court of Illinois.¹

Governance passed from the Chicago Board of Education to the Junior College Board, formed on July 1, 1966. In August the union's attorney presented the new board with a request to set up an election to determine an exclusive collective bargaining representative.²

Shortly thereafter the board unanimously adopted a resolution to take immediate steps to provide for proper selection of a collective bargaining agency.³

The absence of a state statute defining public policy on the rights and responsibilities of both the employers and their employees prompted Governor Otto Kerner of Illinois, on July 29, ¹


3. Board of Junior College District #508, Resolution No. 20, August 23, 1966.
1966, to appoint a panel to study the problems of employer-
employee relations in state and local governmental agencies and
to explore the need and, if appropriate, to make recommendations
for legislation.

Thirty-seven recommendations were suggested by the committee
chaired by Martin Wagner. The committee recommended that a
statute be enacted guaranteeing public employees, under certain
qualifications, the rights to self-organize, to negotiate collec-
tively, and to refrain from collective activity.

Moreover, they stressed that collective negotiations should
not result in binding agreements on matters which by law depend
on the action of the legislature or the administrative agency that
has jurisdiction over these matters. They further recommended
that the administration of the proposed statute should be dele-
gated to a new independent agency entitled Illinois Public Em-
ployee Relations Board. They warned that both employee and em-
ployer organizations should be prohibited from committing unfair
labor practices. The statute should contain an explicit and un-
qualified prohibition of strikes and provide for the board of
education to seek an injunction in the event of a strike. In
addition, the statute should explicitly affirm the board's exist-
ing authority to discipline or discharge employees engaged in
strikes. Employee agencies should be authorized, but not required,
to provide for binding arbitration of disputes concerning the
administration or interpretation of collective agreements.

Legislation was introduced by Senator Arthur Gottschalk, based on the recommendations of the committee, to create the Public Employees Labor Relations Act (SB 452).

Altogether four major bills providing for mandatory collective bargaining for school employees were introduced before the 75th General Assembly of the Illinois State Legislature: one sponsored by the union (HB 289), two by Republicans, and one by Democrats.

House Bill No. 289 covered all non-certificated employees of schools, prohibited strikes, provided penalties, and operated under the State Director of Labor.

House Bill No. 831 -- same as Senate Bill No. 493.

Senate Bill No. 493 applied to teachers only. Operated under the Superintendent of Public Instruction.

Senate Bill No. 452 -- This bill was amended to conform to the recommendations of the Advisory Commission on Labor-Management Policy for Public Employees. It created a Public Employees Labor Relations Board consisting of three members appointed by the Governor with the advice and consent of the Senate. It covered all school employees, including teachers, and prohibited strikes and provided penalties.

Although some of the bills were amended by agreement in both houses, considerable opposition was mounted by RFOs, administration and board groups resulting in the defeat of all four bills. Two additional bills introduced in the 1968 Special

Session of the Illinois General Assembly\textsuperscript{1} failed in spite of attempts to insert a compulsory arbitration clause in the Senate version and eliminate the "no strike" clause in the House Bill.

Governor Sam Shapiro, responding to pressure exerted by the AFT in an attempt to achieve collective bargaining rights for state college faculty, stated the labor relations policy which his administration had voluntarily established for agencies under the governor's jurisdiction since the Illinois legislation had failed to enact a comprehensive labor-management relations code in 1967.

The policy is to grant recognition to an employee organization irrespective of whether that organization represents the majority of employees within an agency of state government.\textsuperscript{2}

On the other hand, in Michigan, on July 23, 1965, Governor George Romney signed into law Act 379 of Public Acts of 1965, which amended the Hutchinson Act.

Under the Michigan Statute public employers, including community college boards, must recognize as the exclusive bargaining representative the organization designated or selected by the majority of the employees. Boards of education must bargain collectively in good faith with the exclusive bargaining representative. If requested by either party, a written con-

\begin{itemize}
  \item 1. SB 1987, HB 2963.
  \item 2. Samuel H. Shapiro, Letter to Dr. W. I. Taylor, Board of Governors, State Colleges and Universities, October 10, 1968.
\end{itemize}
tract, ordinance, or resolution incorporating any agreement reached shall be executed. The employees are free to join a labor organization whether it is recognized by the public employer or not, and they have the right to assist the union in its organization activities.

The Act does not make mandatory the selection of the bargaining representative by an election, but it does require that the collective bargaining representative be the choice of the majority of the public employees in an appropriate unit whom a public employer may voluntarily recognize.

Representation questions are referred to the State Labor Mediation Board by employers, employee groups or unions. If a representation question exists, wherein both parties consent, the board can direct an election to determine the exclusive bargaining representative. The Labor Mediation Board determines the appropriate bargaining unit.

The Act establishes a number of unfair labor practices which apply only to public employers. Section 10 (a) of the Act declares it unlawful for a public employer to interfere with, restrain or coerce public employees in the exercise of their rights.

Under this provision, for example, employers may not threaten employees with loss of job or benefits if they join or vote for a union; employers may not interrogate employees about union activities or membership under circumstances that tend to re-
strain or coerce them; nor may they unilaterally grant salary increases that are deliberately timed to discourage the employees' forming or joining a union.

The duty of a public employer to bargain (under sec. 15 of the Act) includes his obligation to meet at reasonable times "and to confer in good faith with respect to wages, hours, and other terms and conditions of employment." However, the duty to bargain does not, under the law, require "either party to agree to a proposal or require the making of a concession."

Prior to a 1965 amendment, the Hutchinson Act, passed in 1947, prohibited strikes by one or more public employees; and anyone who struck automatically lost his right to employment.

The 1965 amendment did not eliminate the prohibition against strikes by public employees but did eliminate the automatic discharge penalties and the provisions for conditional reinstatement. Under the new Act the public employer may discipline or even discharge striking employees, but the degree of penalty, if any, is left to his discretion. An employee may obtain a hearing before the public employer who is required to issue a decision. If the discipline or discharge is upheld after the hearing, the employee may appeal the decision to a circuit court, which would determine whether the employer's action was justified.

The definition of a public employee strike now requires that the strike be a "concerted" action involving two or more
employees. Moreover, the strike must be for the purpose of seeking to influence or coerce a change in working conditions or compensation.

Although the strike is prohibited under the Act, questions are being asked: Does this Act cover people who strike because of unfair labor practices or because the boards refuse to negotiate? Is this a strike to induce, influence, or coerce a change in the conditions of employment or is it a strike to protest the heavy-handed action of the school board? These questions remain unanswered.

Section 7 of the Act authorizes the bargaining representative or the public employer to request board intervention to mediate disputes. When one or both parties regard the situation deadlocked, the labor mediation board is requested to mediate. The board has consistently required that all mediation conferences be private, closed to the public or the press.

Fact-finding procedures may be invoked after collective bargaining and mediation have failed. Schmidt, Parker and Repas emphasize that:

Only after all efforts at collective bargaining mediation have been exhausted, should fact-finding be requested. The board usually appoints a fact-finder who conducts a hearing and issues a fact-finder's report, which is not binding on the parties. Under the Act, fact-finding is, in essence, a further extension of the collective bargaining and mediation process.¹

Although fact-finding is not binding, in 1967 the Circuit Court of Berrien County, Michigan, reversed the attorney general’s opinion and answered "yes" to the following question presented: "Do boards of education have lawful authority to include in their master contract with representatives of their employees a clause calling for compulsory arbitration?"¹

The Act also gives teachers the right to bargain collectively with their school employer over conditions of employment. The corollary of this right is a duty on the part of the employer to so bargain. The content of this duty is best expressed as a good faith effort to reach agreement.

Interpreting the foregoing provision in a case concerning the North Dearborn Heights School District,² the Michigan Federation of Teachers alleged that the board violated Sec. 10 of the Act by refusing to bargain in "good faith."

The charge alleged that the employer arbitrarily set and limited the bargaining sessions to periods not to exceed two and a half hours per week; that the employer refused to present counter proposals; that the employer refused to negotiate working conditions; that the employer refused to authorize its representa-


tatives to negotiate; and that on May 19, 1965, the employer's representatives terminated bargaining.

Robert Pisaraki, Chief Trial Examiner of the Michigan Labor Board, found the employer's action in refusing to discuss the terms and conditions of employment of teachers because of the employer's alleged belief that they were not terms and conditions of employment a violation of Sec. 10 of the Act.

After discussing the various types of union security provisions involving U.S. Supreme Court decisions, National Labor Relations Board rulings, and other opinions and decisions, the Labor Mediation Board stated that the "agency shop" or union security provisions were not contrary to the Michigan Public Employment Relations Act. An agency shop provision directs each employee to pay the organization representing him, in collective bargaining, dues or the equivalent if he decides not to join the organization.

Attempts to insert the agency shop provision into Act 379 raised opposition in the state capitol.

Senator L. Loraine Bebee (R), Dearborn, charged that "The amendment would seriously threaten the tenure status of teachers as well as civil service status of public employees," and contended that the amendment (as written) "could cause a teacher to lose tenure status or public employee to lose civil service
status if he or she did not choose to pay union or federation dues.\textsuperscript{1}

Senator Roger E. Craig (D), Dearborn, a member of the labor committee, took issue with the argument: "It would not require any change in a person's job status if they did not pay their dues." He further noted that "a union or teacher federation could enforce the dues provision simply by taking a person into court."\textsuperscript{2}

Mrs. Bebee charged that if such an amendment were approved, "We could have our educational system under the dictation of unions rather than under educators and the public."\textsuperscript{3}

In Michigan a challenge against the agency shop clause of the collective bargaining contract made between the Warren Board of Education and the Warren Education Association\textsuperscript{4} was brought by a nonaffiliated teacher before a lower state court.

However, because all administrative remedies under the contract had not been exhausted, the court declared the plaintiff's plea premature.

In a landmark decision, the Michigan Supreme Court ruled


\textbf{2.} Ibid.

\textbf{3.} Ibid.

that, although a school system has not executed a collective bargaining agreement with its majority employees' bargaining representative, the teachers are nevertheless still employees of the school system and subject to the no-strike provision of the state statute.¹

Representative George Swallow, of Alpena, Michigan, introduced HB 4161, aimed primarily at strengthening laws concerning strikes by public employees by making teachers' strikes unlawful and by authorizing the circuit court to issue injunctions to enforce it. Subsequent sections provided for means to arrive at a peaceful, rational settlement. To make the legislation palatable to labor, the bill provided for the "union shop" which the union has long wanted. In the reading of the house there was an agreement to soften the language. Section 2(b) to enforce the act was struck out. House Bill 4161 traveled nearly the full swing of the pendulum. By the time the bill reached the senate, employee groups were advocating the bill and employer groups opposing it.

An attempt to amend the arbitration section into HB 4161 failed and the entire measure lost when an attempt to push the bill through without providing an agency shop (clause) failed.

Noting that in 1966 a governor's special committee studying

the problem of collective bargaining counted twenty-three public employee strikes, Franklin K. DeWald, State Personnel Director, declared that this number has more than doubled so far in 1967.¹

Shortly thereafter, Governor Romney convened and charged an Advisory Committee on Public Employee Relations to consider whether further or different recommendations are in order because of the September strikes in Michigan.

The committee chaired by Mr. Russell A. Smith, noting important differences between employment in the private and the public sectors, recommended to the Governor on February 15, 1967, the continuation of Act 379, and the development of effective collective bargaining and dispute settlement procedures, short of compulsory arbitration, along with a continuance of the no-strike policy.

They further noted that neither the community colleges nor the universities were justified in refusing to accept or apply the policies adopted by the legislature with respect to public employers generally.

It can be suggested that the concept of collective negotiations has considerable significance for community college education because of recent court decisions. A few generalizations can be made:

¹ Bethune Jones, From the State Capitals, Mimeographed, Asbury Park, New Jersey, November 6, 1967, p. 2.
1. Important differences exist between public and private employment. Industrial collective negotiation contracts under labor mediation boards will diminish while collective negotiation agreements governed by state educational agencies will increase.

2. At this time there is no legal compulsion for faculty members to join teacher groups if they do not wish. A number of states that recognize the right of public employees to join labor organizations also provide for the right not to join.

3. Many community college representative faculty organizations will separate themselves from previously established kindergarten through grade 14 bargaining units and form their own units for negotiating a contract.

4. Boards will be expected to remove pre-conditions and stipulations for collective negotiations and earnestly bargain as expeditiously as possible in "good faith."

5. Courts will become less sympathetic to boards who are not sincere in seeking injunctive relief and who cannot prove irreparable damage to the college.

6. Although union shop provisions have been declared illegal by courts, representative faculty organizations will make them one of the top priority items in future negotiations.

7. Final and binding arbitration of grievances will be incorporated in more written agreements in the future.

8. Since threatened work stoppages are likely to increase, dispute settlement procedures must be developed which will make
the strike, or threat of strike, an unnecessary element in the bargaining process.

9. Legislators will play a more crucial role in collective negotiations. Thus far it is evident that legislators have failed to increase state aid levels and to encourage new statutes concerning collective negotiations.

A Chronology of Collective Negotiations

A chronology of events is presented in Appendix IV as an overview of collective negotiations, including work stoppages or threatened work stoppages in public community colleges in Illinois and Michigan. It is, in fact, the systematic gathering of such information that provides evidence that patterns and trends exist. This chronology also is a backdrop against which collective negotiations in Illinois and Michigan may be seen in clearer perspective.

It is not contended here that the chronology is complete, that it lists every significant event in the community college movement. What is significant in one district may lack significance elsewhere. Indeed, it may be that many of the events listed here in themselves are insignificant. It may be that a particular item in the chronology reveals very little, if anything, by itself, of the community college movement. It is only when several such events are put together and viewed in proper perspective that they assume some significance. Nor does the
space allocated each item indicate relative significance. Furthermore, it should also be stated that in assembling this chronology the writer made a special attempt to "track down" particular events. He reviewed board minutes, local newspapers, and microfilms and listed such work stoppages or threatened work stoppages in the two states. In addition, the chronology was developed to support the aspects listed earlier.
CHAPTER IV

METHODS AND PROCEDURES

As indicated earlier, the general purpose of this study was to conduct a descriptive survey of ten selected public community colleges in Illinois and Michigan as a result of their having adopted advanced written agreements with local representative faculty organizations which feature the use of collective negotiations as the process by which decisions acceptable to both parties are achieved. Furthermore, only colleges that have experienced some sort of actual or threatened work stoppages during the 1967-68 academic year were selected.

This study will present a descriptive survey of collective negotiations by studying the scope of the agreements in effect, major areas, issues and outcomes. More specifically, this study attempts to answer these major questions:

1. What is the scope of collective negotiation agreements in selected public community colleges in Illinois and Michigan?

2. What are the major areas, issues and outcomes in collective negotiations in the selected community colleges?

3. What is the impact of collective negotiations on community college administrators and faculty?
   a. What is the role of the administrator in collective negotiations?
b. What are the implications of collective negotiations on line and staff relations?

c. What are the patterns trends and implications for community colleges?

This chapter discusses the methods used and procedures followed in seeking to answer the above questions.

In his chapter on "Strategy of Descriptive Research," VanDalen, in describing the purpose of descriptive research stated:

Descriptive studies that obtain accurate facts about existing conditions or detect significant relationships among current phenomena and interpret the meaning of the data provide educators with practical and immediately useful information. Factual information about existing status enables members of the profession to make more intelligent plans about future courses of action and it helps them interpret educational problems more effectively to the public. Pertinent data regarding the present scene may focus attention upon developments, conditions, and trends that might otherwise remain unnoticed. Since educational conditions, processes, practices, and programs are changing constantly, up-to-date descriptions of what is taking place are needed.

The historical method was also used to describe the sequence of events concerning collective negotiations. This method included not only the collection and organization of primary and secondary documentary materials in chronological sequence for proper historical perspective but the analysis of


major issues, areas and outcomes together with the interpretation of the significance for the future in the area of collective negotiations. Some of the documents analyzed included: state statutes, citations, legislation in the public sector affecting collective negotiations, court decisions, proceedings of boards of education, annual proceedings of national educational associations, reports of commissions, newspapers, periodicals, personal materials and letters.

In light of the objectives of this study, both the descriptive research and historical method of inquiry are appropriate research techniques to secure evidence concerning collective negotiations.

Selection of a Sample

A survey conducted by the writer revealed that, at the time of this writing, approximately 75% of the collective negotiation agreements in public community colleges nationally were in Illinois and Michigan (see page 15). Accordingly, a letter$^1$ and an initial questionnaire$^2$ were sent to all sixty-one community college presidents in Illinois and Michigan as listed in the seventh edition of the Junior College Yearbook$^3$ to ascertain which community college districts were involved in collect-

1. Appendix V
2. Appendix VI
tive negotiations. Each college president was requested to identify the representative faculty organization and its leadership, as well as any real or threatened work stoppage utilized by the representative faculty organization in dealing with the board in areas of salaries, working conditions and terms of employment. A copy of the actual contract or agreement was requested in order that the writer could prepare and familiarize himself with the contents thereof.

On the basis of the initial questionnaire, thirty-five returns, or 57% responded.

Not being satisfied with the results of the initial questionnaire, the writer sent a second mailing of the questionnaire with a new accompanying letter\(^1\) with the thought in mind that persons might have misplaced the questionnaire, or it may have become buried on a president's desk. An additional twelve returns were received, bringing the total to forty-seven out of sixty-one, or 77%.

Good noted that the mean percentage of questionnaire returns based on 204 doctoral dissertations at Teachers College, Columbia University was 71.2%\(^2\).

Shortly thereafter, the remaining community college presidents were contacted by long distance telephone, requesting the

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1. Appendix VII

information on the questionnaire, thereby bringing the responses to 100%.

Of the total of sixty-one community colleges contacted in Illinois and Michigan, ten were identified as meeting the criteria for further study, based on the following:

a. Signed collective negotiation agreements with local representative faculty organizations.
b. Experienced some sort of actual or threatened work stoppage.
c. Expressed a willingness to participate in the study.

Although many community colleges had signed agreements with local representative faculty organizations and expressed a willingness to participate in the study, only ten community colleges had experienced an actual or threatened work stoppage and negotiated a Level IV agreement (see page 7). These include:

- Belleville Community College
- Chicago City College
- Morton Junior College
- Flint Community Junior College
- Henry Ford Community College
- Highland Park Community College
- Kellogg Community College
- Lake Michigan College
- Macomb County Community College
- Schoolcraft College

The local representative faculty organizations represent the following educational associations in the ten community colleges studied:

- American Association of University Professors
- American Federation of Teachers
- National Educational Association
- Local Faculty Forum
- Local Faculty Senate.
Development of the Questionnaire

With a stated intent as broad as determining the scope of agreements in effect, major areas, issues and outcomes, in selected community colleges with advance written agreements, many areas of possible activity were considered in the initial form of the questionnaire developed for community college administrators and heads of the representative faculty organization.

The characteristics and activities considered initially included the following:

1. Possible variables to be used, included the size of the community college district, length of time respondent had held his position, and the geographic region of the area involved.

2. The grievance procedure and the number of persons, meetings, time limits, and appeal levels required for the implementation and maintenance of the agreement.

3. The amount of time devoted by each party to collective negotiations.

4. The range of subjects considered negotiable; not appropriate for negotiations; and actually negotiated and agreed upon.

In all, more than 125 items were developed for consideration. Evaluation of the relevancy of the questions to the objectives of this study was made, eliminating many interesting, but irrelevant items. Some of the question content was biased or loaded in one direction, without accompanying questions to balance the emphasis. Additional decisions about questions with respect to content, wording, and form of response were made, thus reducing the number of items to less than fifty.
Field Trial of the Instrument

Field interviews were scheduled with eight persons, all of whom were actively involved and knowledgeable in the field of collective negotiations at the time of this study. One half of these individuals served as advisors, consultants, and legal counsel to community college boards and representative faculty organization groups during negotiations and the other half were members of negotiating teams representing both sides. All interviews were conducted in a uniform manner, with the pattern established as follows:

1. The investigator advised the interviewee that this was one of the final steps in the development of the instruments to be used in a descriptive survey. The interviewee was to respond to all items exactly as though he had received the questionnaire in the mail. He was to relate to the investigator any questions which did not "evolve" a clear response. The interviewee was assured that all of his responses would be held confidential.

2. The interviewee then responded to the questionnaire, raising questions about specific items and suggesting additional questions which should be raised.

3. Upon completion of the instrument the investigator secured an overall estimate from the interviewee of the accuracy with which the instrument probed for information.

Analysis of the field trial data revealed quite clearly that the instruments were still too long and cumbersome. Some questions were ambiguous, others were emotionally loaded or slanted to a particular kind of answer. Respondents were unable to respond to those items which probed most deeply into specific areas of collective negotiations because of the closed-form nature of the instrument.
After careful consideration, it was decided that the high level of sophistication was inappropriate for a general survey questionnaire. For this reason, modification of the items included in the field test were made not only on the basis of the immediacy and quality of the response evoked from the field trial respondents, but also upon the depth to which the item probed. Essentially, the beginning items were retained and the later, more probing items were discarded from the questionnaire.

Since the changes made in the field trial revision of the questionnaire were confined almost exclusively to the elimination of items rather than to the addition of new items, and since the change in format was one of amplifying the directions which accompanied it, no further field testing of the questionnaire was attempted.

Since many of the probing items were discarded from the questionnaire, the investigator developed a separate schedule of structured interview questions for the community college administrators and heads of the representative faculty organization. Sax\(^1\) cites a number of advantages in the use of the interview including:

- a. It allows the interviewer to clarify questions.
- b. It allows informants to respond in any manner they see fit.
- c. It allows interviewers to observe non-verbal as well as verbal behavior.

d. It is useful as a means of obtaining personal information, attitudes, perceptions, and beliefs.

e. It reduces anxiety so that potentially threatening topics can be studied.

According to Van Dalen, many people are more willing to communicate orally than in writing, and therefore will provide data more readily and fully in an interview than on a questionnaire.

In testing the interview schedule against such criteria as sequence, ordering of the questions, transition, clarity and scope, trial interviews were held with the same sample group described earlier. Cooperation and interest were satisfactorily indicated by the subjects interviewed and attitudes, perceptions, and expectations regarding collective negotiations between the representative faculty organization and the administration were reported by individuals out of their experiences.

As a further result of the preliminary interviewing, the schedule was changed by re-wording many questions to intensify clarity and eliminating many items to reduce over-structuring of the interview schedule. The schedules were finally narrowed to nineteen questions for administrators and eighteen questions for representative faculty organizations, most of which questions were open ended and related to issues and outcomes, perceptions of the role of the faculty and administration in collective negotiations, resulting patterns, trends and implications, and

the impact of collective negotiations on community colleges. (See appendices XVII and XVIII).

Conduct of the Survey

A letter\(^1\) was sent to each participating college president informing him that his college had been selected for the study and requesting his cooperation. A list of dates were suggested for a personal visit to the college campus during the next few months. Each person was asked to indicate a first and second choice of dates. The following steps were to be included in the visit.

1. The administration of a ten minute questionnaire.
2. An interview which would take approximately two and a half hours discussing the scope of the agreement, issues, outcomes and possible implications from the administrator's point of view.

All ten colleges agreed to participate in this study.

Accordingly, a similar letter of invitation\(^2\) was sent to each head of the representative faculty organization informing him of the purpose of the study and indicating that his president had agreed to participate in the study which hopefully would provide guidelines to all interested administrators and faculty groups attempting to reconcile legitimate self-interest with a mutual desire to provide the best possible education for

1. Appendix VIII.
2. Appendix IX.
all students.

Tentative plans were made to visit each college based on the schedule of the college president. If a visit was planned for College V for Tuesday morning, then if at all possible, a date with the head of the representative faculty organization was planned for that same afternoon or evening. In all cases, one full day was spent on the campus. The preceding day was spent in researching various issues and outcomes in the local libraries and newspaper offices.

An approval form was also enclosed with each mailing to the community college president¹ and the head of the representative faculty organization² requesting a first and second choice of dates, tentative time and place, and a list of individuals to be included in the interview session.

As soon as a firm commitment to visit the college was made, letters³ were sent to each local newspaper editor informing him of the purpose of the study and seeking his cooperation and requesting back copies of his papers in original form or microfilm.

A similar letter was sent to reference librarians⁴ requesting articles, commentaries, statistics or other data relating

1. Appendix X
2. Appendix XI
3. Appendix XII
4. Appendix XIII
to teachers' work-stoppage or other actual or threatened activities during the past five years. The cooperation from the local agencies was gratifying. In many cases documents including board minutes were obtained on these occasions and contributed to the data.

Miscellaneous Interviews,
Correspondence, Data Collection

Various questions were explored and a number of different sources were used to seek answers. These included:

(a) Interviews with state senators and members of the house of representatives, from both states.

(b) Correspondence with the respective state junior college board officials.

(c) Correspondence with officials of national educational associations and authorities in the field of collective negotiations.

(d) Attendance at several conferences including the First and Second Annual Conferences sponsored by Loyola University, dealing with this topic in which union, faculty and college administrators appeared on the same program.

Materials were personally hand delivered by the writer to each community college administrative officer and each official of the representative faculty organization participating in the study. In the envelopes were the following materials:
1. cover letter to college president
2. questionnaire and self addressed stamped envelope
3. letter to the representative faculty organization; questionnaire; and stamped self-addressed envelope.

The presidents' cover letter and the letter to the leaders of the representative faculty organization were identical. Both letters advised them of the nature and purpose of the instrument and sought their help in gathering data for this study.

A definition of terms was included. In addition, an assurance was given that the respondents would in no way be identified with the data they furnished. The respondents were requested to complete the questionnaire at their convenience and mail them in an enclosed self-addressed stamped envelope.

The interviewer had considerable information as he opened his questioning. Each session began with an explanation of who he was, what the purpose of his visit was. The respondent was encouraged to ask any questions about this before the discussion proceeded. Respondents were assured that confidence of reply would be maintained.

The initial questionnaire to each college president called for some basic information about the district. In all instances the interviewer knew the name, position, and something of the background of each respondent. This required no small effort.

1. Appendix XIV
2. Appendix XV
3. Appendix XVI
for it meant checking directories, school catalogs, querying secretaries and other individuals, and actually telephoning or writing the respondent for information when necessary. It was felt that this planning paid off in ease of interviewing and the establishment of rapport.

Harr noted that "If proper rapport characterizes the interview, the examinee may reveal himself more completely than he would in making his statements in writing."¹

The investigator, as a school teacher, trained in educational administration, served as a community college administrator and had taken graduate courses in techniques of interviewing. He was also a member of the same professional organizations to which many of the respondents belong, hence reducing the obstacles to establishing rapport.

Although the interviewer qualifications were necessary and helpful, the use of the interview technique for obtaining additional data is attended with a series of serious limitations, not the least of which is interviewer bias. To keep interviewer bias at a constant, the researcher conducted all interviews spending approximately two months visiting each of the ten public community colleges in Illinois and Michigan. The respondent in all instances selected the place of interview. Presidents and administrative personnel invariably pre-

¹ Harr, Davis and Johnson, op. cit., p. 63.
ferred their offices. Teachers generally selected lounges, empty classrooms, or organization headquarters, though several teacher interviews were carried on at lunch or dinner.

The order of questions remained the same with the shorter specific response questions being used before those calling for extensive elaboration.

The schedule of nineteen structured interview questions\(^1\) was presented to each administrator on small cards to eliminate the need for repeating the question. Questions concerning key economic and non-economic issues, areas of impasse, threatened or actual work stoppages, unanticipated post agreement issues, and student welfare were raised by the interviewer.

More probing items such as the effect of negotiations on the staff, students, and community, appropriate role of the campus head in the process of collective negotiations, and issues facing community colleges in the future in the area of collective negotiations, were reserved for the end.

The schedule of questions for the representative faculty organization\(^2\) contained eighteen items which were very similar in content to the questionnaire for administrators. Interviews with administrators exceeded two hours, with several requiring additional sessions in order to conclude. The average

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1. & \text{ Appendix XVII} \\
2. & \text{ Appendix XVIII}
\end{align*}\]
time spent with representative faculty organization members was approximately two hours. At the end, a request was made for any documents mentioned in the discussion. A variety of documents including actual contracts, newspaper reports, handbooks, salary schedules, board minutes, etc., were obtained on these occasions and contributed to the data.

Recording Responses

Careful notes were kept of the interview schedule. After each interview, the investigator made a record of the proceedings using tape transcription. It was found that actual note taking and the immediate transcription of the interview notes permitted considerable detail even to the notation of direct quotations.

Detailed analysis of the notes and transcriptions led to the conclusion that satisfactory rapport had been established and frank answers were received. To complete the interviews, some respondents were seen evenings or weekends at their homes or places of business.

Characteristics of the Respondent

Community College Districts

The community college districts included in this study were selected by means of the process described earlier in this chapter. The description of a community and the school district
of that community will include, at least, the following information:

1. Date of founding
2. Population of the district
3. Student enrollment
4. Number of full-time faculty members
5. Size of campus
6. Nature and composition of the board of education
7. Total operating budget
8. Nature of the representative faculty organization.

The following descriptions apply to the ten community college districts which are approximately coterminous with their given communities.

District I

This district was founded in 1962 and is composed of five contiguous public school districts which embrace an area of 124 square miles within which live an estimated 250,000 people.

The college is governed by a board of trustees of eight members, each elected to serve a term of six years. One member is elected from each of the five public school districts, and three members are elected at large by all the residents of the college district.

The college has a full time staff of 104 with 79 men and 25 women. The student enrollment is 4,300. The total operating budget is $1,525,118. The Local Faculty Forum was recog-

---

1. Total student enrollment during the peak enrollment term of the 1967-68 academic year.
2. 1967-68 academic year; excludes capital outlay.
nized as the sole bargaining agent by the board and is not affiliated with any national educational organization.

District II

This community college district came into being in August, 1962, when the citizens moved to establish a county-wide community college district. At the same time they provided for a one-mill tax levy to support the college and selected a board of trustees to guide it. Included in the college plan was an agreement providing for the incorporation of an existing community college founded by the common school district, as a nucleus for creating the county-wide community college.

The college serves a rapidly growing community of 365,000 which is a center for industrial development with substantial residential areas.

The board of trustees, which has seven members elected by the district voters to six-year terms, made its first land acquisition in 1963, purchasing 120 acres. Since that time additional land acquisitions have increased the campus complex to a total of 360 acres.

The faculty includes 250 full-time members; student enrollments are 10,059. Total operating budget is $6,616,744.

The Local Faculty Senate is recognized as the representative faculty organization by the board and is not affiliated with any national educational organization.
District III

This community college was organized in 1946 as a part of the public school system. In 1963 the voters in the county approved the establishment of a county community college and elected a six-member board of trustees to voting terms of one, two, and three years. During that year the college school district and the new governing board worked out the transition to a county community college which embraced a population of 175,000. In January, 1967, a seventh member was added to the board of trustees.

The college is building a new campus on 259 acres which should be ready for occupancy sometime in 1969.

The full-time staff numbers 48. Student enrollments total 2,400. The total operating budget is $1,293,500.

The College Federation of Teachers, which is affiliated with the American Federation of Teachers, is recognized by the board as the representative faculty organization.

District IV

This college occupies a rolling 166 acre site and was established in 1956 as a part of the county school district totaling 170,000. The board of trustees has seven members elected by the voters of the school district with four-year terms. The board is responsible for all levels of the common school, public library, educational camp, educational farm and
museum. Community interest and support brought about development of a new campus in 1960.

One local foundation contributed over $3,000,000 towards site development and construction of the new community college buildings.

A staff of 86 full-time teachers composed of 61 men and 25 women make up the faculty. Student enrollments number 3,200. The total operating budget is $1,698,630.

During the 1967-68 academic year the local representative faculty organization was affiliated with the Michigan Federation of Teachers and recognized by the board as the sole bargaining agent.

District:

This college district of 38,000 was authorized by vote of the people of the common school district in 1918. By action of the board of education, effected in September, 1962, the college was designated as a "community college." The board of education of the common school district has seven members elected by the voters to six-year terms. This board is responsible for all the district's public school system including the community college.

The college facilities are housed on a third of a city block in shared facilities with the high school.
At the time of this interview, plans had been announced for an election to get approval from voters in the county for the establishment of a county-wide community college district.

If and when such a district is approved, agreements now enforced make it most likely that the community college will become a unit institution in the new district. Thus far, the voters have not approved a county-wide community college district.

The staff is composed of 120 full-time members, which includes 90 men and 30 women. Student enrollments total 3,808. The total operating budget is $2,104,000.

The board has recognized the local chapter of the American Federation of Teachers as sole bargaining agent.

District VI

This college was established in 1938 in shared facilities with the high school. The board of education at that time, following an advisory vote of the people, passed a resolution according to the provisions of an Act of the state legislature to permit the establishment of junior collegiate divisions in the public school system of that state.

The community college is controlled by the local board of education which is composed of seven members elected by district voters to serve four-year terms.
Approximately one decade ago a large local company gave 75 acres of land to the board of education for use by the community college. Following this grant, the citizens of the district voted a special millage to raise funds for the construction of buildings on the new campus site. Currently seven of the new buildings are completed and occupied.

At present the college is in the process of planning continuing expansion of both curriculum and the physical facilities to meet the needs of the community now totaling 115,000. Since its establishment, the college has grown in enrollment, and in the number of courses and services offered, until its student body now numbers 11,545 full-time students and its curriculum lists over 600 courses. The future growth of the college is planned to accommodate approximately 15,000 full and part-time students.

The staff numbers 168, 126 men and 42 women. The total operating budget is $4,600,000.

The board has recognized the local chapter of the American Federation of Teachers as the sole bargaining agent for the faculty.

District VII

This college, founded in 1923 and begun in a high school building, has experienced a history of growth from the first class of 113 to a present enrollment of 6,558.
In 1933, a local citizen deeded 32 acres of land to the college to be used as a site for the junior college campus. The college moved to its present 100 acre campus in 1955.

It is controlled by a nine-member board of education elected to six-year terms by voters of the city school district of 200,000.

The total operating budget of the college is $4,817,174. There are 206 full-time faculty members, 136 men and 70 women.

A local chapter of the state education association affiliated with the National Educational Association has been recognized by the board as the sole bargaining agent for the faculty.

**District VIII**

This district established in 1964 was given its own tax levy by the district voters in 1937. It is under the control of the common school board of education which has seven members elected by district voters for three-year terms. The college is housed on a ten acre campus which is shared with the high school.

The staff is composed of fifty-one men and twenty-six women, totaling 77. The student enrollment is 3,185. The operating budget totals $1,734,000. The tax rate is very low due to the high industrial complexes in this suburban area of 145,000. It has one of the highest equalized assessed valuation of the entire state.
The local chapter of the American Federation of Teachers has been recognized by the board as the sole bargaining agent for the faculty.

**District IX**

This district is the largest community college district visited and one of the oldest in the entire nation. Established some 59 years ago, with 28 students, this college now maintains eight campuses that serve a student body of 36,000 and has plans for new campuses to serve the educational needs of 100,000 within the next decade.

The college board has seven members appointed by the mayor to three-year terms. In July, 1966, governance was transferred from the common school board of education to the community college board thereby providing its own tax levy authority to maintain the community colleges. This district has a population of 3,500,000 people and equalized assessed valuation of better than ten billion. It has a full-time faculty of 940, and an operating budget of $21,900,000.

Five new campuses are planned within the next five years, each housing 10,000 full and part-time students, at a cost of approximately $30,000,000.

The local teachers union affiliated with the American Federation of Teachers has been recognized by the board as the sole bargaining agent for the faculty.


District X

This district became a reality in 1966 when the citizens of the area passed a referendum to establish a class I junior college under authority granted by the state. It became operational on July 1, 1967 when the elected board assumed control. The control of the college came under the local board of education which established the college in September, 1966 in conjunction with the high school. With the acquisition of a new 150 acre site, plans are being made for occupancy in 1970. The board has seven members elected by the district voters to three-year terms. The district population numbers 100,000.

Facilities are currently housed on a 63 acre campus. The staff is made up of 58 full-time members which includes 34 men and 24 women. Student enrollment is 3,100. The total operating budget is $1,500,000.

The board has recognized the local chapter of the American Association of University Professors as the sole bargaining agent for the faculty.

The community colleges selected for this study were involved in collective negotiations and experienced real or threatened work stoppages by the representative faculty organization.

Appendix XIX provides data concerning the ten selected community college districts and representative faculty organizations.
An analysis of the ten community college districts shows a variation in size from 2,400 to 36,000 students, and from 48 to 940 faculty members.

Characteristics of the districts, nature of the boards of education, operating budgets and other factors were also described.

Variations in representative faculty organization dominance was found. American Federation of Teacher locals were dominant in six instances, National Education Association and American Association of University Professors dominance were reflected in only one local, and two colleges had no national organizational affiliations. In some districts the dominance did not represent a clear majority and was so reflected in the make-up of the negotiating team.

In all cases except two, the length of the collective negotiations agreement was limited to one year. All districts experienced actual or threatened work stoppages.

This chapter has served to depict the methods used and procedures followed and to describe the selected community college district and representative faculty organization included in the sample.
CHAPTER V

SCOPE OF COLLECTIVE NEGOTIATION AGREEMENTS:
ISSUES AND OUTCOMES

This chapter describes the comparative scope of collective negotiation agreements, issues and outcomes by describing the results of data obtained from questionnaires and by statistically summarizing the range of written agreements and synthesizing the data obtained from interviews concerning issues and outcomes. Some consolidation had to be done in order to make each item in the agreement clearly understood. Thus, if two or three discrete items in one district appeared to be the same as a larger category of items in other districts, these were taken to be similar categories. For example, even though different kinds of hospitalization plans were discussed separately in some instances, the issues were grouped under one heading: insurance. Since one of the purposes of this study is to describe the scope of negotiations from one district to another, it would seem that no serious distortion was affected by such grouping.

The results of the two different questionnaires administered to college administrators and heads of representative faculty organizations are presented to provide a more complete analysis of collective negotiations; and, in some cases, representative
statements have been included for purposes of clarification.

The questions pertaining to each of the hypotheses were dispersed throughout the questionnaire and interview schedules to avoid influencing the respondents. These questions will be grouped in this chapter to facilitate the drawing of conclusions and do not correspond to the numbers as listed in the instrument located in the appendix.

1) Question: Were there any stipulations by the board for representative faculty organization (RFO) recognition before the collective negotiation sessions began?

   RFO * (1)**
   4 yes; 6 no

2) Question: Was there any attempt by the board to impose unilateral conditions before negotiations began?

   RFO (2)
   5 yes; 5 no

3) Question: Are administrative personnel included in your representative faculty organization?

   RFO (6)
   2 yes; 8 no

4) Question: Was there any consideration given by the board to minority opinion?

   Administration (12)
   3 yes; 6 no

* Representative faculty organization
** Number in parenthesis indicates the number on questionnaire located in Appendix XV for administrators and Appendix XVI for Representative faculty organization.
5) Question: How many collective negotiation sessions were held, over what period of time, in order to reach agreement on all issues involved?

<table>
<thead>
<tr>
<th>Administration (17)</th>
<th>RFO (8)</th>
</tr>
</thead>
<tbody>
<tr>
<td>average number of sessions held - 34.5</td>
<td>average number of sessions held - 36.4</td>
</tr>
<tr>
<td>average length of time - 5.8 months</td>
<td>average length of time - 5.9 months</td>
</tr>
</tbody>
</table>

The number of meetings ranged from 12 to 55. The length of time varied from 2½ months to 8 months. The average session was 3½ hours, including some Saturday and evening sessions.

6) Question: What do you estimate the monetary equivalent of hours spent by both negotiating teams, including legal fees, cost of substitutes, and administrative expenses?

<table>
<thead>
<tr>
<th>Administration (18)</th>
</tr>
</thead>
<tbody>
<tr>
<td>The average cost for both negotiating teams was $26,370.00</td>
</tr>
</tbody>
</table>

The cost ranged from a low of $1,400 to an estimated high of $85,000.

7) Question: Has there been an institutionalization of conflict, a very clear cut "we" and "they" in which it appeared to administrators that the representative faculty organization was solely concerned with faculty welfare?

<table>
<thead>
<tr>
<th>Administration (27)</th>
</tr>
</thead>
<tbody>
<tr>
<td>7 yes; 2 no</td>
</tr>
</tbody>
</table>

8) Question: Does the representative faculty organization campaign actively for board candidates whom they feel would be sympathetic to the representative faculty organization cause?

<table>
<thead>
<tr>
<th>RFO (13)</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 yes; 7 no</td>
</tr>
</tbody>
</table>
Approximately one half of the RFO respondents indicated that boards have established stipulations and pre-conditions which must be met by RFOs seeking recognition. These requirements vary in each district and state. Examples include limitations imposed by law (such as prohibitions against racial discrimination), official organizational renunciation of the strike or withholding of services, responsibility of representing all faculty members in matters regarding salaries, fringe benefits and employment conditions without discrimination and without regard to membership or non-membership in the organization.

In addition, some boards attempted to define the scope of negotiations prior to negotiations by listing the topics to be negotiated. In one district, a "no strike" pledge was one of seventeen so-called pre-conditions which the RFO believed the board was attempting to persuade the RFO to accept before fruitful negotiations could be undertaken.

Similarly, having a court reporter present during negotiations to prepare an official transcript was irritating to some RFO members. They believed that the presence of a court reporter would stifle the free flow of dialogue, thus making possible compromise a more formal and difficult goal to reach.

In addition, some boards attempted to limit the scope of negotiations by listing items on which they would refuse to negotiate. In one school district, the board's negotiating team stated that it would not sign a written collective negotiation
agreement after negotiations were completed but would only make written recommendations to the board.

Eighty percent of the RFO have adopted policies with respect to the exclusion from the RFO organization, of administrative personnel and supervisors, including department or divisional chairmen. Some of the local affiliates of the major educational organizations have adopted policies which are in disagreement with those of their national organizations on this matter as described in Chapter II.

On the other hand, both sides were totally unprepared for the amount of time that had to be devoted to collective negotiations. Community college districts held an average of 35 sessions, averaging 3½ hours per session, over a period of 5.8 months in order to reach agreement on all issues. In addition, both sides devoted substantial time to pre-negotiation meetings, reviewing priorities and policies on known or anticipated issues, researching other agreements in effect, preparing proposals and counter proposals, and conferring with attorneys and other administrative staff. The figure is slightly higher for the RFO team because they did not have access to office and clerical assistance available to the board team.

Some college administrators indicated that school business, including collective negotiations, should be conducted on school grounds. The time and the place of sessions in some of the districts created some thorny problems. Some RFOs have insis-
ted upon collective negotiations on neutral grounds.

Although most of the districts held sessions outside of working hours, the cost in many districts was held to a minimum. Nevertheless, the average cost to negotiate a contract involving some 35 sessions over a period of about six months was $26,370. This figure reflects the services of professional negotiators, legal fees, administrative time and the cost of substitutes to replace RFO negotiators in the classroom during sessions. In no case was any amount appropriated as a line item reflected in the annual budget approved by the board for collective negotiations.

Seventy-seven percent of the college administrators admitted that there was an institutionalization of adversary relationships between administration and faculty because of conflicts with respect to the latter's quest for more voice in determining educational policy and the former's concern over who was running the college. In seven districts, the militant posture, the concern for status, and the drive for a real power struggle with administration for sharing of decision making was indicated. One RFO head defined the negotiation process as "mental karate," in which strategies and tactics were utilized in combat with the adversary on the other side of the table.

Although only 30% of the RFO have recently actively campaigned for board candidates sympathetic to their cause, some
of the other RFO organizations expressed their desire to use this approach in the future.

9) **Question:** Did the make-up of the board's negotiating team include:

<table>
<thead>
<tr>
<th>Role</th>
<th>Yes (13)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief administrative officer</td>
<td>6</td>
</tr>
<tr>
<td>Board member</td>
<td>1</td>
</tr>
<tr>
<td>Board attorney</td>
<td>8</td>
</tr>
</tbody>
</table>

10) **Question:** Who was the chief spokesman for the board's negotiating team?

<table>
<thead>
<tr>
<th>Role</th>
<th>Number of districts (14)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief administrative officer</td>
<td>2</td>
</tr>
<tr>
<td>Board member</td>
<td>0</td>
</tr>
<tr>
<td>Board attorney</td>
<td>4</td>
</tr>
<tr>
<td>Special attorney</td>
<td>1</td>
</tr>
<tr>
<td>Dean of business affairs</td>
<td>2</td>
</tr>
<tr>
<td>Executive dean</td>
<td>1</td>
</tr>
</tbody>
</table>

11) **Question:** What is the number and composition of the representative faculty negotiating team?

**Average number - 5 (12)**

The range varied from 5 to 8 members. In two districts the composition of the negotiating team was distributed between the AFT and non-AFT, reflecting the lack of a solid majority of faculty backing by either organization. In two other districts, the make-up of the negotiating team was distributed over the common school (K-grade 14) membership of the organization. In still another district the organization's house of representatives elected the negotiating team.
12) Question: What is your position concerning the role of the chief administrator in negotiations?

a) That he be completely bypassed and have no place in the negotiation process? 1 1
b) That he be the chief negotiator representing the board in all of its dealings with the staff? 0 6
c) That he be an independent third party in the negotiation process? 5 0
d) That he serve a dual function in advising and representing both the board and the faculty? 3 0
e) Others 1 3

In 80% of the community college districts, a member of the board was included in the negotiating team. However, in no district was a board member appointed chief spokesman for the board's negotiating team.

Participation in direct negotiations requires a large amount of time as well as physical, mental, and emotional energy that may well require an unreasonable demand on unpaid board members. Often discussions require a first-hand knowledge of operational college practices and procedures, salaries, and working conditions which a board member, particularly a new board member, is not likely to possess.

In 60% of the districts the chief administrative officer was on the team; however, in only two districts was he the chief spokesman for his group.

Forty percent of the districts turned the assignment of chief spokesman over to their board attorney. One district employed a special attorney as chief negotiator on an ad hoc
basis. Thirty per cent of the districts employed full-time permanent personnel for this task.

In many cases the chief negotiator received his instructions from the president of the college and/or president of the board. In 80% of the districts, the college president did not participate in the regular face-to-face sessions with the RFO. He usually became involved when major issues were discussed or when crises arose.

None of the RFOs had a full-time staff for negotiating. At times the RFO employed attorneys or consultants to assist in negotiations. At times the size of the negotiating team became a problem. In some districts, "alternates" were designated and attended but did not participate in negotiations.

The writer found substantial disagreement between the administration and the RFO with respect to the role of the chief administrator in negotiations. One half of the college administrators indicated that the chief administrator should be an independent third party in the negotiating process. Thirty percent of the administrators thought that the chief administrator should wear two hats: one representing the board and the other the faculty.

On the other hand, the majority of the RFO leaders stated that the chief administrator should serve as the chief negotiator representing the board in all of its dealings with the faculty. From the RFO point of view this would possibly be an
advantage for getting quick answers on the spot and for enjoying the status of conferring with the chief administrative officer of the board.

13) Question: Please check the following real or threatened approaches that have been utilized by your representative faculty organization in dealing with the board in areas of salaries, working conditions, and terms of employment.

<table>
<thead>
<tr>
<th>Approach</th>
<th>Admin.</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) boycott</td>
<td>1</td>
</tr>
<tr>
<td>b) court injunctions</td>
<td>3</td>
</tr>
<tr>
<td>c) picketing</td>
<td>3</td>
</tr>
<tr>
<td>d) sanctions</td>
<td>1</td>
</tr>
<tr>
<td>e) sit-ins</td>
<td>2</td>
</tr>
<tr>
<td>f) strike</td>
<td>8</td>
</tr>
<tr>
<td>g) other</td>
<td>2</td>
</tr>
</tbody>
</table>

14) Question: Once negotiations were under way, was it difficult for the board to provide any kind of countervailing power equal to a work stoppage or threat thereof by the representative faculty organization?

Administration (28)

8 yes; 2 no

15) Question: What percent of the full-time teachers were absent during the work stoppage? (19)

Average percentage = 87.4%

The variance of absenteeism ranged from 33% to 100%. Nine districts had an actual work stoppage.

16) Question: What was the length of work stoppage in days?

Average length of work stoppage = 10.4 days. (20)
17) Question: Do you anticipate a work stoppage threat after the current agreement expires?

   Administration (26)
   4 yes; 6 no

18) Question: Do you believe that strikes will be more frequent and will become, for at least a period of time, a way of life?

   RFO (14)
   8 yes; 2 no

Eighty per cent of the administrators agreed that it was difficult to provide any kind of countervailing power equal to the strike or threat thereof. The boards cannot neither increase tuition enough to offset the RFO demands nor go out of business.

Although most of the RFOs stated that collective negotiations are meaningless apart from the right to strike, both sides did employ pressures, tactics, and strategy which can be considered sources of bargaining power in specific situations.

Eighty per cent of the districts employed actual or threatened strikes although teacher strikes were prohibited in both states. Regardless of national policy positions, described in Chapter II, local affiliates of all three national organizations have employed some type of actual or threatened work stoppage under another label.
19) Question: Does your present agreement include a "zipper" clause assuring that negotiations will not be reopened for a specific period of time?

Administration  21

5 yes; 5 no

20) Question: Does your agreement include binding arbitration?

RFO  9

5 yes; 5 no

21) Question: Does major responsibility for curriculum planning of course content belong to the faculty?

RFO  4

9 yes; 1 no

22) Question: Do you support the "Agency Shop?"

RFO  5

6 yes; 4 no

One half of the boards included a "zipper" clause in the negotiation agreement. This clause assures that negotiations will not be reopened for a specific period of time.

Binding arbitration of grievances is the terminal point in one half of the districts. Many of the remaining districts have advisory arbitration. In binding arbitration the board and the RFO agree on the choice of an arbitrator and share the cost of arbitration equally.

Sixty per cent of the RFOs support an "agency shop" arrangement as a condition of employment, requiring teachers who are not members to pay dues or assessments to the organization to cover the expense of negotiation processes.
23) Question: Does a grievance cover any violation of past practice or policy as well?

______ RFO ____ (11)

6 yes; 4 no

24) Question: Approximately how many grievances have been initiated against the administration and board at the president's level during the current agreement?

Administration (24)

Average number of grievances - 4 ranging from one to ten.

25) Question: How many hours per week of your time is currently taken up by meeting with grievance committees, answering grievances, or dealing with representative faculty organization matters?

Administration (22)

Average number of hours per week - 8½

Some presidents spend an insignificant amount of time per week, whereas one college administrator noted that his administrators spend about 60 man hours per week on this topic.

26) Question: Approximately what per cent of these grievances have gone on to arbitration? (25)

Those districts that have experienced grievances filed against the board or administration indicated that 98% of the grievances went on to arbitration.

27) Question: Do you feel that administrators should form their own organization for purposes of negotiating with the board?

Administration (29)

2 yes; 8 no
Sixty per cent of the RFOs agreed that any violation of past or present policy constitutes a grievance which by definition includes any complaint or dissatisfaction by a RFO member in connection with his conditions of employment.

The insignificant number of grievances as reflected in question 24 which have gone to the top level of arbitration reflect the complexity and high cost of this process. Many of the boards and RFOs have avoided pushing a grievance to arbitration unless they are confident of their position, thereby averting frequent submission of unjustified grievances to arbitration.

On the other hand, evidence that the RFO concept of grievance is virtually unlimited in some districts is seen in the kinds of issues brought up in post-agreement discussions held between the RFO and the board in the formal processing of grievances. One RFO took the position that failure of a faculty member to get promoted in rank is a proper subject for grievance. The criteria for rank promotion in this district were developed and approved by the local faculty.

28) Question: Which of the items listed in the questionnaire do you consider to be administrative prerogatives?
### Administrative Prerogatives

<table>
<thead>
<tr>
<th>Administration</th>
<th>RFO (16)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative appointments</td>
<td>Administrative promotions</td>
</tr>
<tr>
<td>Recruitment of new faculty</td>
<td>Appointment of new faculty</td>
</tr>
<tr>
<td>Faculty assignment</td>
<td>Evaluation of faculty</td>
</tr>
<tr>
<td>Selection of department chairmen</td>
<td>Recruitment of new faculty</td>
</tr>
<tr>
<td>Approval of experimental programs</td>
<td>Student discipline</td>
</tr>
<tr>
<td>Employment standards and conditions</td>
<td></td>
</tr>
<tr>
<td>Qualification for faculty promotion</td>
<td></td>
</tr>
<tr>
<td>Annual increment</td>
<td></td>
</tr>
<tr>
<td>Board agenda</td>
<td></td>
</tr>
<tr>
<td>Board relations</td>
<td></td>
</tr>
<tr>
<td>Budget making</td>
<td></td>
</tr>
<tr>
<td>Class assignments</td>
<td></td>
</tr>
<tr>
<td>Dismissal of teachers</td>
<td></td>
</tr>
<tr>
<td>Evaluation of faculty</td>
<td></td>
</tr>
<tr>
<td>Medical examination</td>
<td></td>
</tr>
<tr>
<td>Office space allocated to faculty</td>
<td></td>
</tr>
<tr>
<td>Professional leaves</td>
<td></td>
</tr>
<tr>
<td>Provisions of insurance policy</td>
<td></td>
</tr>
<tr>
<td>Registration duties and end-of-term duties</td>
<td></td>
</tr>
<tr>
<td>Removal of material from personal folder</td>
<td></td>
</tr>
<tr>
<td>School calendar</td>
<td></td>
</tr>
<tr>
<td>Student problems</td>
<td></td>
</tr>
<tr>
<td>Tenure contract</td>
<td></td>
</tr>
<tr>
<td>Transfer policy</td>
<td></td>
</tr>
</tbody>
</table>

The first seven items are listed in order of frequency of response by the college administrator.

Seventy per cent of the RFOs sought to negotiate on all matters affecting the educational program, not solely on those that might be termed welfare or economic conditions. They advocate the philosophy that "everything is negotiable." Thirty per cent of the RFOs listed a total of five items as administrative prerogatives. On the other hand, the administrators con-
sidered as administrative prerogatives and thus not subject to negotiation, 24 separate items, most of which were non-economic conditions.

29) Question: Which of the 106 items listed in the questionnaire do you consider to be inappropriate for negotiations?

Items Considered Inappropriate for Negotiations

<table>
<thead>
<tr>
<th>Administration</th>
<th>RFO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Selection of department chairmen</td>
<td>Student discipline</td>
</tr>
<tr>
<td>Master planning for site selection</td>
<td>Master planning for site selection</td>
</tr>
<tr>
<td>Administrative appointments</td>
<td>Board agenda</td>
</tr>
<tr>
<td>Experimental programs</td>
<td>No-strike pledge</td>
</tr>
<tr>
<td>Recruitment of new faculty</td>
<td>Outside employment</td>
</tr>
<tr>
<td>Student discipline</td>
<td>Restriction of faculty activities</td>
</tr>
<tr>
<td>Budget making</td>
<td></td>
</tr>
<tr>
<td>Course preparation</td>
<td></td>
</tr>
<tr>
<td>Developing educational specifications</td>
<td></td>
</tr>
<tr>
<td>Minimum educational requirements</td>
<td></td>
</tr>
<tr>
<td>Qualifications for faculty promotion</td>
<td></td>
</tr>
<tr>
<td>Removal of material from personal file</td>
<td></td>
</tr>
<tr>
<td>Student group advisor</td>
<td></td>
</tr>
</tbody>
</table>

All 19 of the items are listed in order of frequency of response by both groups. It is interesting to note that none of the items listed by the RFO appear in the preceding table as administrative prerogatives. On the other hand, five of the thirteen items listed by administrators were also mentioned by this group as prerogatives. These include: selection of department chairmen, administrative appointments, recruitment of new faculty, budget making, and removal of materials from personal file.
It should be noted that the scope of collective negotiations is itself negotiable or at least affected by the process of collective negotiations. At this time there appears to be no formula which prescribes with any degree of specificity what is negotiable.

30) Question: Please rank the items negotiated and agreed upon in the questionnaire according to what you consider to be the five top priority items, number one representing the most valuable item negotiated through number five representing the fifth most valuable item negotiated.

Rank Priority of Items Negotiated

RFO

- Salary
- Grievance procedure
- Class load
- Fringe benefits
- Class size
- Faculty-board communication
- Selection of divisional or department chairmen
- Binding arbitration of grievances
- Employment standards
- Grandfather clause
- Recognition representation
- Release time provision
- School calendar

The first seven items are listed in order of frequency of response by the RFO.

In response to the question, the RFO listed 60% of the top five items which they felt were most valuable to their side of the negotiating table as items which were basically non-economic in nature.

Every item negotiated in an agreement has the potential of
altering the "working conditions of the faculty." Accordingly, each item must be equated by the board in terms of cost of operation for budget projection purposes. For purposes of this study, non-economic demands include all areas not covered by economic demands as noted in Chapter I, p. 9.

Forty per cent of the items considered among the top five most valuable dealt with economic demands such as salaries and fringe benefits. The writer admits that it is extremely difficult to determine where working conditions end and educational policy begins.

In response to the same question, administrators indicated that 56% of the items they consider to be among the top five most valuable for their side dealt with non-economic issues. They included:

**Rank Priority of Items Negotiated**

**Administration**

- Salary
- Fringe benefits
- Grievance procedures
- Assignment of extra duties
- Administration appointment
- Assignment and transfer
- Class load
- Class size
- Curriculum development
- In-service training of faculty
- School calendar
- Agency shop clause
- Faculty-board relations
- Probationary teacher policy
- Recognition
- Selection of department chairmen
- Scope of the agreement
- Teacher evaluation by peers
The first eleven items are listed in order of frequency by the community college administrators.

Only 44% of the items considered among the top five most valuable dealt with economic demands.

Content Analysis and Statistical Summary of Scope of Agreements

The selected collective negotiation agreements in Illinois and Michigan have tended to designate rather broadly the subjects considered appropriate for negotiation as indicated in the following listing.

Major areas of Collective Negotiations Agreements

1) Preamble
2) Recognition
3) RFO and faculty rights
4) Board rights
5) Deduction for membership dues
6) Conditions of employment
7) Faculty benefits
8) Grievance procedure
9) Professional behavior
10) Professional compensation
11) Miscellaneous
12) Duration of agreement

By examining each master contract, and other documents, a list of 169 discrete items was developed and grouped in twelve tables for each community college district. By categorizing these items, one may arrive at certain generalizations not apparent in the separate studies of each district's collective negotiations agreement.
The list is not exhaustive and does not include definition of terms and legislation limiting the agreement. An example of how to interpret Table III through XIV follows:

<table>
<thead>
<tr>
<th>Items negotiated and indicated in agreement. (N=10)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Released time for department chairmen</td>
</tr>
<tr>
<td>2) Liability protection for faculty</td>
</tr>
<tr>
<td>3) Faculty involvement in campus planning</td>
</tr>
<tr>
<td>4) Salary Schedule</td>
</tr>
<tr>
<td>5) Specific class size</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>50% *</td>
</tr>
<tr>
<td>30</td>
</tr>
<tr>
<td>10</td>
</tr>
<tr>
<td>100</td>
</tr>
<tr>
<td>60 *</td>
</tr>
</tbody>
</table>

* Lacks substantial consensus

The discrete items listed in the table were negotiated and mutually agreed to in writing by at least one of the ten districts studied.

Furthermore, the number listed on the right hand side and converted to a percentage reflects the number of agreements in which the discrete items were found. For purposes of this study, all items falling between the range of 31% and 69% lack substantial consensus.

In the example above, released time for department chairmen and specific class sizes did not receive substantial consensus and were so indicated with an asterisk (*).

On the other hand, it may appear to the reader that liability protection for faculty and faculty involvement in campus planning (which received only 10%) also lack substantial consensus. However, if only one agreement (10%) contained the discrete item, indeed 90% of the agreements negotiated have ex-
cluded the item, thereby reflecting a substantial consensus.

Table III

Preamble

<table>
<thead>
<tr>
<th>Items negotiated and indicated in agreement. (N=10)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Purpose and intent of agreement</td>
</tr>
<tr>
<td>2) Statement of legal obligations to bargain on wages, etc.</td>
</tr>
<tr>
<td>3) Philosophy of comprehensive community college education</td>
</tr>
<tr>
<td>4) Recognition of faculty participation in formulation of policy</td>
</tr>
<tr>
<td>5) Acknowledgment of negotiations</td>
</tr>
</tbody>
</table>

Though 90% of the agreements did include a section on the purpose and intent of the agreement as well as acknowledgment of negotiations with the BFC, fewer than one-third of the agreements included a statement of obligation to bargain on hours, wages, terms, and conditions of employment. Twenty per cent of the agreements included a statement concerning the philosophy of a comprehensive community college. Thirty per cent recognized and declared that providing quality education for college students depended predominantly upon the quality and morale of the college professional personnel in mutually assisting the board in formulating policies and determining educational programs.
Table IV

<table>
<thead>
<tr>
<th>Recognition</th>
<th>Items negotiated and indicated in agreement. (N=10)</th>
</tr>
</thead>
</table>

1) RFO recognized 90%

2) Extent of recognition
   a) Exclusive 90
   b) Shared 10

3) Inclusion in RFO unit
   a) All certified full-time faculty 90
   b) Tenured and probationary personnel 90
   c) Any categories not deemed administrative or supervisory 80
   d) Definition of term "Faculty Member" 80

4) Exclusion from RFO unit
   a) Administrative and supervisory personnel 80
   b) Divisional and departmental chairmen 70
   c) Office and clerical employees 80

5) Conditions of recognition
   a) Sole and exclusive representation 90
   b)Refused to negotiate with any other group 90
   c) Right to information 80
   d) Released time for negotiations 40 *

* Lacks substantial consensus

Ninety per cent of the agreements recognized the RFO as the sole and exclusive negotiating representative for all full-time college professional personnel under the agreement. On the other hand, 80% of the agreements excluded the president, vice president, deans, divisional and department chairmen from
the negotiating unit. The term "faculty" referred to all professional employees represented by the organization and included both male and female instructors. The term "instructor" applied to all academic ranks and included teachers, counselors, librarians and, in three districts, department chairmen.

The board agreed not to negotiate with any faculty organization other than the RFO for the duration of the agreement in 90% of the agreements.

Sixty per cent of the agreements did not include the granting of released time for negotiating or for time spent in negotiating, reimbursement at an amount equal to the normal reimbursement for time spent under assignment.

Table V

RFO and Faculty Rights

<table>
<thead>
<tr>
<th>Items negotiated and indicated in agreement. (N=10)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Right to join organization 90%</td>
</tr>
<tr>
<td>2) Instructor's rights 90</td>
</tr>
<tr>
<td>3) Transaction of college business 80</td>
</tr>
<tr>
<td>4) Use of college facilities and equipment 80</td>
</tr>
<tr>
<td>5) Use of college mail and bulletin board 80</td>
</tr>
<tr>
<td>6) Requests for information 90</td>
</tr>
<tr>
<td>7) Consultation on budget 10</td>
</tr>
<tr>
<td>8) Non-discrimination because of race, color, creed, sex, marital status, etc. 80</td>
</tr>
<tr>
<td>9) Non-discrimination because of RFO activities 80</td>
</tr>
<tr>
<td>10) Freedom to engage in RFO activities 90</td>
</tr>
<tr>
<td>11) Instructor education 70</td>
</tr>
<tr>
<td>12) Personnel files 80</td>
</tr>
<tr>
<td>13) RFO president's load reduction 40 *</td>
</tr>
<tr>
<td>14) Attend board meetings 70</td>
</tr>
</tbody>
</table>

* Lacks substantial consensus
Ninety per cent of the agreements declared that the faculty has the right to freely organize, join and support the RFO for the purposes of engaging in collective negotiations.

Eighty per cent of the agreements provided use of the college facilities, at no charge, to transact official organization business. The RFO was permitted to use equipment, including typewriters and duplicating equipment, when such equipment was not otherwise in use.

Eighty per cent of the RFO had the right to post notices of its activities and matters of organizational concern on college bulletin boards. Use of the college mail service and faculty mail boxes for communication to instructors was included.

The board agreed in 90% of the agreements to furnish the RFO, in response to reasonable requests from time to time, all available information concerning the financial resources of the college, including the annual financial report and audits, tentative and supplemental budgetary requirements and allocations, agendas and minutes of board meetings.

Eighty per cent of the agreements included provisions for non-discrimination because of race, creed, religion, color, national origin, age, sex, marital status, and RFO activities.

Seventy per cent of the agreements required that all instructor evaluations be discussed with the instructor and signed by him prior to being placed in his file.
Individual personnel files in 70% of the agreements were available upon request to the individual instructor, except for employment credentials and recommendations.

Conspicuous by its absence in 90% of the agreements was a provision to consult with the RFO on any new, unanticipated or modified fiscal, budgetary, or tax programs prior to their adoption by the board.

It is interesting to note that none of the agreements provided for RFO representation on a selection committee for appointment of a new college president.

The only item in Table V which did not receive substantial consensus was the matter of a reduced load for the head of the RFO. Forty per cent of the agreements provided for a reduced load during the semester ranging from three to six contact hours for each college semester.

Table VI

<table>
<thead>
<tr>
<th>Board Rights</th>
<th>Items negotiated and indicated in agreement. (N=10)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Retains and reserves all powers, rights, authority, duties and responsibilities</td>
<td></td>
</tr>
<tr>
<td>1 vested by law and constitution of government</td>
<td>70%</td>
</tr>
<tr>
<td>2 is limited only by specific and express terms of their agreement</td>
<td>70</td>
</tr>
<tr>
<td>3 retains all rights not in conflict with their agreement</td>
<td>70</td>
</tr>
<tr>
<td>4 facilitate board and RFO relations</td>
<td>30</td>
</tr>
</tbody>
</table>
Seventy per cent of the agreements recognized that the board has responsibility and authority to manage and direct, in behalf of the public, all the operation and activities of the school district to the full extent authorized by law, provided that such rights and responsibilities were exercised by the board within the limitations of the provision of the agreement.

Thirty per cent of the agreements included a provision encouraging board members and administrators to meet with the RFO members to discuss mutual problems not concerned with specific grievances but with overall relationships between the parties.

Table VII

| Items negotiated  
| and indicated in 
<table>
<thead>
<tr>
<th>agreement. (N=10)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) RFO dues</td>
</tr>
<tr>
<td>2) Written authorization of employee required (mandatory)</td>
</tr>
<tr>
<td>3) Monthly deductions</td>
</tr>
<tr>
<td>4) Right of revocation</td>
</tr>
</tbody>
</table>

Seventy per cent of the agreements authorized deductions of membership dues and assessments of the RFO upon written authorization by the faculty member. In all cases the deductions were made on a monthly basis and remitted to the RFO.
<table>
<thead>
<tr>
<th>Item</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic load</td>
<td>100%</td>
</tr>
<tr>
<td>Full-time faculty</td>
<td>100%</td>
</tr>
<tr>
<td>Transfer program</td>
<td>30%</td>
</tr>
<tr>
<td>Occupational, vocational, technical programs</td>
<td>30%</td>
</tr>
<tr>
<td>Librarians</td>
<td>70%</td>
</tr>
<tr>
<td>Counselors</td>
<td>70%</td>
</tr>
<tr>
<td>Part-time faculty</td>
<td>20%</td>
</tr>
<tr>
<td>Summer faculty</td>
<td>90%</td>
</tr>
<tr>
<td>Overload</td>
<td>100%</td>
</tr>
<tr>
<td>Instructor's agreement</td>
<td>100%</td>
</tr>
<tr>
<td>Compensation</td>
<td>100%</td>
</tr>
<tr>
<td>Use of substitutes</td>
<td>90%</td>
</tr>
<tr>
<td>Academic calendar</td>
<td>100%</td>
</tr>
<tr>
<td>College week</td>
<td>90%</td>
</tr>
<tr>
<td>College day</td>
<td>90%</td>
</tr>
<tr>
<td>Seniority and rotation</td>
<td>20%</td>
</tr>
<tr>
<td>Tenure policy</td>
<td>100%</td>
</tr>
<tr>
<td>Class size</td>
<td>60%</td>
</tr>
<tr>
<td>Specific class size</td>
<td>40%</td>
</tr>
<tr>
<td>Double sections</td>
<td>20%</td>
</tr>
<tr>
<td>Laboratory sizes</td>
<td>20%</td>
</tr>
<tr>
<td>Team teaching</td>
<td>20%</td>
</tr>
<tr>
<td>Increase in class size</td>
<td>30%</td>
</tr>
<tr>
<td>Experimental and innovative programs</td>
<td>20%</td>
</tr>
<tr>
<td>Lecture size</td>
<td>20%</td>
</tr>
<tr>
<td>Course preparation</td>
<td>10%</td>
</tr>
</tbody>
</table>

* Lacks substantial consensus
### Table VIII (continued)

**Conditions of Employment**

<table>
<thead>
<tr>
<th>Item</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>12) Office hours</td>
<td></td>
</tr>
<tr>
<td>a) Consultation</td>
<td>70%</td>
</tr>
<tr>
<td>b) Posted hours - designated time</td>
<td>70</td>
</tr>
<tr>
<td>13) Student advising</td>
<td></td>
</tr>
<tr>
<td>14) Registration period</td>
<td></td>
</tr>
<tr>
<td>a) Non-assignment of clerical duties</td>
<td>80</td>
</tr>
<tr>
<td>15) Sponsorship of student activities</td>
<td>30</td>
</tr>
<tr>
<td>Voluntary</td>
<td></td>
</tr>
<tr>
<td>16) Attendance at college functions</td>
<td>30</td>
</tr>
<tr>
<td>17) Teaching facilities</td>
<td></td>
</tr>
<tr>
<td>a) Office space and equipment</td>
<td>70</td>
</tr>
<tr>
<td>b) Separate desks and file cabinets</td>
<td>50 *</td>
</tr>
<tr>
<td>18) Secretarial assistance</td>
<td>60 *</td>
</tr>
<tr>
<td>19) Faculty facilities</td>
<td>50 *</td>
</tr>
<tr>
<td>20) Faculty parking facilities</td>
<td>70</td>
</tr>
<tr>
<td>21) Safety</td>
<td></td>
</tr>
<tr>
<td>a) Unsafe working conditions</td>
<td>30</td>
</tr>
<tr>
<td>b) Nurse</td>
<td>10</td>
</tr>
<tr>
<td>22) Vacancies -- Publications</td>
<td>60 *</td>
</tr>
<tr>
<td>23) Transfer</td>
<td></td>
</tr>
<tr>
<td>a) Instructional approval</td>
<td>50 *</td>
</tr>
<tr>
<td>b) Involuntary assignment</td>
<td>40 *</td>
</tr>
<tr>
<td>c) Objections to transfer</td>
<td>40 *</td>
</tr>
<tr>
<td>24) Academic freedom</td>
<td>70</td>
</tr>
<tr>
<td>25) Department chairmen -- Released time for chairmen</td>
<td></td>
</tr>
</tbody>
</table>

* Lacks substantial consensus
Table VIII (continued)

Conditions of Employment

<table>
<thead>
<tr>
<th>Items negotiated and indicated in agreement. (N=10)</th>
</tr>
</thead>
<tbody>
<tr>
<td>26) Curriculum committee</td>
</tr>
<tr>
<td>a) Approval</td>
</tr>
<tr>
<td>b) New programs</td>
</tr>
<tr>
<td>27) Meetings</td>
</tr>
<tr>
<td>a) General faculty meetings</td>
</tr>
<tr>
<td>b) Departmental meetings</td>
</tr>
<tr>
<td>28) Civil rights</td>
</tr>
<tr>
<td>29) Communication devices</td>
</tr>
</tbody>
</table>

* lacks substantial consensus

All of the signed agreements included a provision for a basic load for full-time faculty from 24 to 36 contact hours per academic year. Thirty per cent of the contracts differentiated between the transfer, technical, vocational, occupational and other terminal programs which together comprise the major segment of a comprehensive community college curriculum.

Seventy per cent of the agreements specified the basic load which averaged 35 hours per week, for librarians and counselors, with both serving the same number of weeks per academic year as faculty.

In 20% of the agreements, mention was made concerning part-time faculty load. It is interesting to note that no agreement mentioned community services and adult and continuing
education teaching loads, which comprise a segment of the comprehensive community college program.

Ninety per cent of the agreements provided for summer employment either on a pro-rata basis or on the same pay schedule as full-time faculty.

Each agreement included instructor's overload, with a maximum of three to five contact hour periods, agreed to in writing. Any accepted overload was to be compensated at a percentage rate of the instructor's basic salary or on a separate salary schedule for this purpose.

The use of substitutes was included in 90% of the agreements, with each faculty member's substituting compensated at a flat rate for each hour of teaching.

In all agreements the academic calendar year was included or attached to the agreement.

In 90% of the agreements the college week and day was developed cooperatively by the board and the RSO. Assignments were limited to five days, and Saturday classes were not provided for. The assignment of any faculty member was limited from six to eight hours in the same day.

Twenty per cent of the agreements included a provision for determining seniority and rotation for the scheduling of courses and the assignment to regular academic programs.

All agreements stipulated that upon successful completion of a probationary period ranging in time from two years to
four years, with some agreements providing for an extension of one additional year at the option of the board, the faculty member was granted a tenure or a continuing employment contract.

There was a lack of clear consensus concerning the provision of class size. Sixty per cent of the agreements mentioned specific numbers of students ranging from thirty to a maximum of thirty-nine. The number of students in English composition and speech classes was limited to an average of 25 and was incorporated in 40% of the agreements.

Eighty per cent of the agreements did not make provisions for instructors assigned to lecture to two or more sections at the same time or for specific class sizes in laboratories. The possibility of team teaching -- using large group, small group and independent study as well as flexible scheduling and other innovative projects -- was not provided for in 80% of the signed agreements.

Large class sections beyond the specified maximum number of students were negotiated in 30% of the agreements, with the provision that additional hours would be calculated in the teacher's load formula for pay purposes.

Ten per cent of the agreements made provisions concerning the number of separate preparations for each faculty member during the course of a semester.

Seventy per cent of the agreements stated that each instructor was to maintain a specified minimum number of con-
ference hours per week with students. The number ranged from one hour per day to one conference hour for each course per week. Such hours were in addition to scheduled hours. However, only 40% of the agreements requested the instructor to post his consultation hours. One agreement directed students to make consultation appointments with the instructor. If no appointments were scheduled during the posted consultation period, the instructor was free to use the time as he saw fit.

Eighty per cent of the agreements indicated that student advising, pre-registration and registration duties as well as end-of-term activities were the responsibility of the full-time faculty. However, one half of the agreements specified that the instructor should not be assigned clerical duties during registration period.

Thirty per cent of the agreements included the sponsorship of student clubs and organizations by the faculty on a voluntary or assignment basis. One agreement made mention of extra pay for the sponsorship of student activities.

Thirty per cent of the agreements stipulated that instructor attendance at all college sponsored functions and activities was voluntary. Another agreement provided for academic attire furnished by the college for faculty in attendance at such functions.

Seventy per cent of the agreements provided office space and equipment for each faculty member. However, only one
agreement provided separate enclosed offices and telephones for
the faculty. Three agreements mentioned chairs and bookshelves.
Half of the agreements included separate desks and file cabinets.
No agreement provided faculty members with typewriters or closet
space.

Only one agreement made mention of providing classroom
space and supplies for each instructor, including adequate
chalkboard space, complementary copies for the institution of
texts used in each course he taught, and adequate storage
space for instructional material and supplies, including tea-
chers' material and audio-visual aids.

Sixty per cent of the agreements provided for a minimum
of one secretary for each department but in all cases adequate
to meet faculty needs.

One half of the agreements provided for adequate rest-
room facilities exclusively for faculty use, plus one room
reserved for use as a faculty lounge.

Twenty per cent of the agreements included lunchroom and
telephone facilities for faculty use. One agreement provided
for a professional reading room for faculty use.

Seventy per cent of the agreements provided adequate
faculty parking facilities, with some specifying lighted off-
street paved parking facilities, protected against vandalism,
and properly maintained, exclusively for faculty use at no
charge. Two agreements included the furnishing of parking
decals for each faculty member's car at no cost to all instructors requesting them.

In three agreements, mention was made that faculty members were not to be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. One agreement provided for a nurse to be on duty at all times the college was in operation, with adequate facilities for emergency care.

Sixty per cent of the agreements provided notice of any position vacancy, in administration or faculty, to be circulated first to the members of the faculty.

With respect to their rights and privileges, no agreement provided for faculty members who assume administrative duties and subsequently return to faculty status.

One half of the agreements provided for transfer in assignment with prior approval of the instructor.

Forty per cent of the agreements provided for involuntary change of assignment in cases of emergency. Objections to such change were subject to the grievance procedure in most cases.

Academic freedom was included in 70% of the agreements with an assurance that no restrictions would be used to impair the instructor's ability to present his subject matter.

Departmental chairmen were included in 60% of the agreements. None of the agreements provided for election of department chairmen by the department members, nor were any chairmen given
twelve-month contracts characteristic of administrative assignments. Only one agreement contained a job description of the chairman's duties, which included the preparation of budget, planning and conducting of department meetings, development of class schedules, orientation of new faculty members, recruitment and selection of new staff, and instructor's evaluation and rating. The teaching load of department chairmen in one half of the agreements was reduced, depending on the size of the department, from three to six contact hours in the form of released time to carry on their duties.

The RFO was given prime responsibility for curriculum approval and changes in 80% of the agreements.

General faculty meetings were included in 90% of the agreements with some limitations on the number and the hours. Provisions were also included for the calling of emergency meetings.

Forty per cent of the agreements included the faculty members' right to criticize the operation of the institution.

None of the agreements provided for payment of actual interview expense to prospective faculty members required to come to the campus for interviews.

Forty per cent of the agreements stated that all monitoring or observation of work performance of a faculty member was to be conducted openly and with full knowledge of the faculty member.


Table IX

Faculty Benefits

<table>
<thead>
<tr>
<th>Items negotiated and indicated in agreements.</th>
<th>(N=10)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Leaves of absence</td>
<td></td>
</tr>
<tr>
<td>a) Sick leave</td>
<td>100%</td>
</tr>
<tr>
<td>b) Bereavement</td>
<td>100</td>
</tr>
<tr>
<td>c) Family illness</td>
<td>90</td>
</tr>
<tr>
<td>d) Personal leave</td>
<td>90</td>
</tr>
<tr>
<td>e) Legal leave</td>
<td>90</td>
</tr>
<tr>
<td>f) Sabbatical leave</td>
<td>100</td>
</tr>
<tr>
<td>g) Advanced study</td>
<td>90</td>
</tr>
<tr>
<td>h) Exchange teaching</td>
<td>90</td>
</tr>
<tr>
<td>i) Military leave</td>
<td>90</td>
</tr>
<tr>
<td>j) Peace corps</td>
<td>90</td>
</tr>
<tr>
<td>k) Officer of RFO</td>
<td>30</td>
</tr>
<tr>
<td>l) Political or public service</td>
<td>90</td>
</tr>
<tr>
<td>m) Maternity leave</td>
<td>90</td>
</tr>
<tr>
<td>n) Retention of credit</td>
<td>90</td>
</tr>
<tr>
<td>o) Availability of benefits</td>
<td>90</td>
</tr>
<tr>
<td>2) Professional improvement</td>
<td></td>
</tr>
<tr>
<td>a) Professional meetings</td>
<td>70</td>
</tr>
<tr>
<td>b) Schedule arrangement</td>
<td>70</td>
</tr>
<tr>
<td>c) Payment of tuition or expenses</td>
<td>30</td>
</tr>
<tr>
<td>3) Insurance program</td>
<td></td>
</tr>
<tr>
<td>a) Life insurance (term or whole life)</td>
<td>100%</td>
</tr>
<tr>
<td>b) Major medical and health insurance</td>
<td>100</td>
</tr>
<tr>
<td>c) Liability protection</td>
<td>30</td>
</tr>
<tr>
<td>4) Retirement</td>
<td></td>
</tr>
<tr>
<td>a) Early retirement</td>
<td>100%</td>
</tr>
<tr>
<td>b) Extended employment -- emeritus teacher</td>
<td>20</td>
</tr>
<tr>
<td>5) Terminal leave pay</td>
<td>80</td>
</tr>
</tbody>
</table>
Sick leave was provided for in every agreement with an average of one day per month allowance to be used for absences caused by illnesses or physical disability of the faculty members. The unused portion of sick leave was accumulated from year to year with an average maximum accumulation of 180 to 200 days. In two agreements there was an unlimited accumulation of sick leave. All agreements included a number of days for each death in the immediate family. Family illness, personal leave, and legal leave were included in 90% of the agreements.

All agreements provided for sabbatical leave for one or two terms at full or half pay for eligible faculty members after each six years of continuous service at the college.

Ninety per cent of the agreements provided for unpaid leaves of absence including: advance study, exchange teaching, military leave, peace corps, political office, and maternity leave. Upon return, at the end of the leave, provisions were made in most agreements to place the faculty member at the same position on the salary scale that he would have been had he taught in the college during the same period. Thirty per cent of the agreements provided for a leave of absence for the purpose of serving as an officer of the RFO.

One agreement granted faculty members and their dependents tuition-free entrance to any credit classes for which they met entrance requirements at the college.
Seventy per cent of the agreements encouraged professional improvement by paying expenses to professional meetings. Upon successful completion of the course some paid a portion of the tuition for graduate work or advanced preparation for subject matter being taught.

All agreements included group life insurance protection as well as full health care insurance benefits without cost to the instructor, and such benefits could be extended, in most cases, to include his dependents at his own cost.

Liability protection, which included protection against risk of injury from unusual hazards, was provided in 30% of the agreements.

All of the agreements provided for retirement at age 65. However, 20% of the agreements provided for early retirement after age 55 and 40% permitted faculty members to teach on a year-to-year basis for an additional three to five years beyond the age of 65 at the discretion of the board, provided the faculty member could pass an annual physical examination paid for by the board.

Terminal leave pay upon retirement, calculated in most cases on the basis of a percentage of the annual salary or accumulated sick leave, was provided in 30% of the agreements.
Table X

Grievances

<table>
<thead>
<tr>
<th>Items negotiated and indicated in agreements. (N=10)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Grievance procedure</td>
</tr>
<tr>
<td>2) Definition of grievance</td>
</tr>
<tr>
<td>3) Informal discussion</td>
</tr>
<tr>
<td>4) Who may file</td>
</tr>
<tr>
<td>5) Levels or steps</td>
</tr>
<tr>
<td>a) Department or division chairman</td>
</tr>
<tr>
<td>b) Dean</td>
</tr>
<tr>
<td>c) President or designee</td>
</tr>
<tr>
<td>d) Appeal to board</td>
</tr>
<tr>
<td>e) Effect of board's decision</td>
</tr>
<tr>
<td>1) Final and binding</td>
</tr>
<tr>
<td>2) Advisory</td>
</tr>
<tr>
<td>f) Mediation board referred</td>
</tr>
<tr>
<td>g) Fact finding</td>
</tr>
<tr>
<td>h) Submission to arbitration</td>
</tr>
<tr>
<td>1) Final and binding</td>
</tr>
<tr>
<td>2) Advisory</td>
</tr>
<tr>
<td>6) Time limits</td>
</tr>
<tr>
<td>7) Administrative grievance</td>
</tr>
<tr>
<td>8) Fees and expenses of arbitration --</td>
</tr>
<tr>
<td>Shared equally</td>
</tr>
<tr>
<td>9) No reprisals</td>
</tr>
<tr>
<td>10) Limits -- maximum</td>
</tr>
<tr>
<td>11) Withdrawal</td>
</tr>
</tbody>
</table>

* Lacks substantial consensus
All of the agreements provided for some sort of procedures for resolving differences. A grievance was defined by 30% of the agreements as a complaint by the RFO or any of its members, based upon an event or condition of employment and/or alleged violation, misrepresentation or misapplication of any provision of the agreement.

In some cases the basis for a grievance went beyond the content of the agreement and included all board rules and regulations as well.

Informal discussion of a grievance with the appropriate administrator or supervisor was included in all agreements. If as a result of informal discussion with the immediate supervisor a grievance still existed, 90% of the agreements provided for the grievance to be presented in writing to the appropriate supervisor. If the grievance was not satisfactorily resolved through the preceding step, all agreements included as a second level in the grievance procedure the filing of the grievance with the dean.

A grievance which was not resolved at the level of the dean in 90% of the agreements could be submitted by the RFO to the president or his designee for a decision.

If the RFO was not satisfied with the disposition of the grievance by the president or his designee, or if no disposition had been made within the specified time limits, the grievance could be transmitted in 90% of the agreements to the board.
In 20% of the cases, the board's decision was final and binding. In 60% of the agreements the board's decision was advisory.

In those cases where the RFO was not satisfied with the disposition of the grievance by the board of trustees, the grievance could be submitted in 20% of the agreements to a mediation board for fact-finding and in 70% for arbitration to an impartial arbitrator agreeable to both sides. In all cases except one, both parties were bound by the award of the arbitrator as final and binding.

In two agreements the grievance was submitted directly from the president's level to binding arbitration, thereby circumventing the board of trustees and other mediation or fact-finding committees.

Forty per cent of the agreements provided for the fees and expenses of the arbitrator to be shared equally by both parties.

Eighty per cent of the agreements specified that no reprisals of any kind were to be taken against any faculty member for participation in any grievance.

Ninety per cent of the agreements indicated a specific number of days at each level of the grievance procedure. Provisions were made in each agreement to withdraw a grievance at any level.

It was significant to note that one agreement made provisions for filing grievances by the administration against the RFO utilizing the same grievance process.
Table XI

<table>
<thead>
<tr>
<th>Professional Behavior</th>
<th>Items negotiated and indicated in agreements. (N=10)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Compliance with rules</td>
<td>80%</td>
</tr>
<tr>
<td>2) Duties and responsibilities of instructor</td>
<td>80</td>
</tr>
</tbody>
</table>

Faculty members were expected to comply with the rules, regulations and directions adopted by the board which were not inconsistent with the provisions of the agreement in 80% of the agreements.

Table XII

<table>
<thead>
<tr>
<th>Professional Compensation</th>
<th>Items negotiated and indicated in agreements. (N=10)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Contracts -- Dates of issue and return</td>
<td>100%</td>
</tr>
<tr>
<td>2) Types of contracts</td>
<td>100</td>
</tr>
<tr>
<td>a) Probation</td>
<td>100</td>
</tr>
<tr>
<td>b) Tenure contracts</td>
<td>100</td>
</tr>
<tr>
<td>3) Salary schedule</td>
<td>100</td>
</tr>
<tr>
<td>4) Salary payment</td>
<td>100</td>
</tr>
<tr>
<td>5) Pay day schedule</td>
<td>80</td>
</tr>
<tr>
<td>6) Summer salaries</td>
<td>100</td>
</tr>
<tr>
<td>7) Annual increment</td>
<td>40 *</td>
</tr>
</tbody>
</table>

* Lacks substantial consensus
**Table XII (continued)**

**Professional Compensation**

<table>
<thead>
<tr>
<th>Items negotiated and indicated in agreements. (N=10)</th>
</tr>
</thead>
<tbody>
<tr>
<td>8) Annual salary guarantee</td>
</tr>
<tr>
<td>9) Promotion in rank</td>
</tr>
<tr>
<td>10) Initial placement on schedule</td>
</tr>
<tr>
<td>11) Extra contractual assignment</td>
</tr>
</tbody>
</table>

All agreements included two types of contracts: probationary or initial contracts, and tenure-or continuing contracts. Each agreement included specific dates of issue and return.

All agreements established discharge procedures for faculty on probation and detailed procedures for discharge of members with tenure.

Salary schedules were included in all agreements with various steps and lanes and were paid on a bi-weekly schedule in most cases. Most faculty members had the option of receiving such payment during the academic year or distributing it equally over the calendar year. Summer salaries were also made a part of each agreement and paid in accordance to a percentage of the regular salary schedule for contact hours.

The annual increment was included in 40% of the agreements for those not at the maximum salary in their rank or lane. In some cases the increment was not automatic but required a
recommendation to the board of trustees. Twenty per cent of the agreements provided an annual salary guarantee which could not be changed due to modifications in the academic calendar.

Provisions for initial placement on salary schedule and extra contractual assignments were included in all agreements.

Table XIII

**Miscellaneous Provisions**

<table>
<thead>
<tr>
<th>Items negotiated and indicated in agreements. (N=10)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Campus planning</td>
</tr>
<tr>
<td>2) Medical conditions</td>
</tr>
<tr>
<td>a) Physical examination</td>
</tr>
<tr>
<td>b) Chest X-ray</td>
</tr>
<tr>
<td>3) Agreement supersedes all others</td>
</tr>
<tr>
<td>4) Conformity to law -- saving clause</td>
</tr>
<tr>
<td>5) No-strike pledge</td>
</tr>
<tr>
<td>6) Procedures in anticipation of future budget-making and contract negotiations</td>
</tr>
</tbody>
</table>

* Lacks substantial consensus

Only one agreement included the RPO in all long-range master planning for campus development.

Seventy per cent of the agreements stated that each faculty member must undergo a medical examination, including a chest X-ray, in order to be employed.

Ninety per cent of the agreements stated that the signed
agreement supersedes all rules contrary to or inconsistent with the agreement.

Sixty per cent of the agreements included the provision that if the agreement is found contrary to law, then such provision or application will not be deemed valid.

Thirty per cent of the agreements provided for a no-strike pledge by the RFO in which the faculty agreed that it would not instigate, engage in, support, encourage, or condone any strike, work stoppage, or other concerted refusal to perform its job during the life of the agreement.

Twenty per cent of the agreements included procedures in anticipation of future budget making and contract negotiations.

Table XIV

<table>
<thead>
<tr>
<th>Duration of Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Items negotiated and indicated in agreements. (N=10)</td>
</tr>
<tr>
<td>Length of agreement</td>
</tr>
</tbody>
</table>

All agreements included initial dates and expiration dates with the understanding that the agreement could be extended by mutual written consent of both parties.

All of the 169 items were included in one or more of the agreements, which were either initial or second agreements negotiated. There can be speculation that as the relationship
between a given board and a given RFO matures, there will be an extension of the items to be negotiated. The more experienced the negotiating process, the greater the number of topics included. With a few topics added each year, the cumulative effect soon adds up to an impressive list. Once a topic has been opened, though a board may discuss it only reluctantly, it soon becomes accepted as subject to the negotiation process.

Of the total 169 items included in the signed written agreements, 23 items reflected a lack of substantial consensus in the scope of agreements. The remaining 146 items, comprising 86% of the total items negotiated, reflected no substantial differences among the colleges.

SYNTHESIS OF VIEWS CONCERNING COLLECTIVE NEGOTIATIONS: ISSUES AND OUTCOMES

College administrators and RFO heads were asked to express their views concerning collective negotiations in a structured personal interview (see Appendix XVII and XVIII).

Limitations to this method of study must be recognized. Since all the respondents were familiar with the situation in only one college, their comments are relevant only to that situation. Thus, a respondent who replied that he would not recommend negotiations to other community colleges must be considered in light of his experiences in one situation.
Moreover, the question concerning issues and outcomes is admittedly subjective. No one can say what the salaries or the fringe benefits would have been if the RFO and board had acted differently.

1) Question: What were the key economic and non-economic issues presented before the board?

Table XV

Key Economic Issues

<table>
<thead>
<tr>
<th>Issue</th>
<th>Admin (1)</th>
<th>RFO (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Increased salaries</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>Reduced teaching load</td>
<td>9</td>
<td>4</td>
</tr>
<tr>
<td>Fringe benefits</td>
<td>8</td>
<td>6</td>
</tr>
<tr>
<td>Reduced class size</td>
<td>5</td>
<td>4</td>
</tr>
<tr>
<td>Tenure policy</td>
<td>3</td>
<td>4</td>
</tr>
<tr>
<td>Extra compensation for extra work</td>
<td>3</td>
<td>1</td>
</tr>
</tbody>
</table>

A commonality of interest existed reflecting a positive relationship among the key economic issues as stated by both groups.

Table XVI

Key Non-economic Issues

<table>
<thead>
<tr>
<th>Issue</th>
<th>Admin (1)</th>
<th>RFO (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grievance procedure</td>
<td>7</td>
<td>7</td>
</tr>
<tr>
<td>Definition of calendar and school day</td>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td>Binding arbitration</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>Increased role by faculty in decision making</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>Agency shop clause</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>Election of department chairmen</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>Posting of conference hours</td>
<td>2</td>
<td>2</td>
</tr>
</tbody>
</table>

* Number in parenthesis indicates the number on interview schedule located in Appendix XVII for administrators and Appendix XVIII for RFO.
Again a pattern of interest existed reflecting a positive relationship among the key non-economic issues as stated by both groups.

2) Question: Were these the same key issues that caused the actual or threatened work stoppage? (Admin.-2) (RFO-2)

All twenty respondents felt that the same key issues presented before the board also caused the actual or threatened stoppage.

3) Question: Beside the key issues, do you believe that other issues were involved? If so, what were they? (Admin.-3) (RFO-3)

One half of the administrators felt that the RFO was attempting to organize faculty effort into a thrust which was not content to work within the existing power structure but sought to oppose it and dominate the decision-making power. One of the administrative respondents mentioned as a secondary issue the right of faculty to accept outside employment, required physical presence of faculty on days when they had no scheduled classes, and a teacher load formula for team teaching and other experimental groupings of students and faculty. Four of the administrative respondents and two from the RFO stated that no other issues were involved.

Of the ten RFO respondents, eight accused their boards and administration of paternalism and of unilateral, autocratic, pontificating, provocative and unfounded assertions and stalling
in sharing any of its power with the RPO. This led to "bad faith" negotiating on the part of the board. One respondent alleged that the board's business manager had developed two sets of budgets. Another said, "The board didn't believe that we would actually go on strike."

4) Question: Did you reach an impasse in your negotiating? Over what issue or issues? (Admin.-4)(RPO-4)

All twenty respondents replied that an impasse was reached in negotiating. The basic issues involved were the same key economic and non-economic issues presented before the board.

5) Question: What were the outcomes of the key economic and non-economic issues presented before the board? (RPO-5)

Heading the list of key economic issues were increased salaries for the RPO. In each case, the board granted salary raises averaging $1,030 per academic year across the board for all levels of faculty.

Closely allied with the increase in salary was a reduction in teaching load averaging 15.6 contact hours before the signed agreement and 14.4 hours per week after the agreement, reflecting an average reduction of 2.2 contact hours per full-time faculty member.

Fringe benefit packages were included in all agreements, calling for items such as those included in Table IX. In all cases comprehensive hospitalization and life insurance were
paid in full for the individual faculty member by the board. Sabbatical and other special leaves were also included at the board's expense.

Reductions in class size were outcomes in four districts. The maximum number of students varied from thirty to thirty-nine with an overall average of thirty-three students per class. English and speech classes were limited in enrollment to an overall average of twenty-five in three districts.

While most administrators were sympathetic with the faculty preference for smaller sizes, class sizes have severe cost impact. Reduction of average class size from thirty-five to a negotiated maximum of thirty students in a class would result in a fourteen and one quarter per cent increase in faculty salary costs. Thus, most districts while admitting the efficacy of faculty interest in this issue, have not yielded to this demand. Some of the other written agreements that do contain clauses on maximum class size tend simply to state existing practices.

A tenure law does not exist in either state for community college instructors. Some of the boards felt that the subject should not be negotiated but should remain the boards' prerogative. However, four districts negotiated a tenure policy averaging three years, plus an additional year at the board's option. After finishing a satisfactory probationary period of at least two years, the instructor is entitled to tenure status.
The faculty member who has attained tenure can be dismissed only for a reasonable and just cause.

Extra compensation for extra work was an outcome in one half of the agreements. The overload pay for extra work was primarily in the areas of physical education, coaching, and adult and continuing education.

Machinery for grievance procedures and the definition of grievances headed the list of key non-economic issues. They were settled in seven districts by including formal grievance procedures ranging from four to six separate levels within a specified period of time.

The academic calendar year, exclusive of holidays, ranged from thirty-two to thirty-eight weeks, reflecting a reduction of as much as two weeks in some districts. The college day in four districts was negotiated to span no more than six to eight hours from the beginning of the first class to the end of the last class in the same day. Prior to this outcome, classes were scheduled from 8:00 A.M. to 10:00 P.M. in some of the colleges.

The binding arbitration issue was satisfied in four districts by permitting a grievance to be submitted to binding arbitration before an impartial arbitrator.

Increased participation by faculty in educational policy making was a key issue in three districts. Areas of involvement included, but were not limited to, the determination of educa-
tional policies and the selection, retention and evaluation of all personnel.

Although the agency shop clause was considered a key issue in three districts, the outcome of this issue resulted in no compromise from the board's viewpoint and consequently was not included as a provision in any of the signed agreements.

One of the most insistent positions of the RFO throughout the entire negotiations in three districts was the election of department chairmen by the full-time faculty rather than the existing practice of appointment by the administration, usually with faculty consultation. The administrative respondents believe that, if department or divisional heads were elected, candidates would very probably find active RFO membership an asset in mustering adequate popular votes among a strongly organized RFO and such department or divisional heads could, in turn, be expected to encourage RFO membership among the new faculty. The approach could only lead to the birth of a union shop. The RFO did not secure its objective of electing chairmen in any of the districts visited. However, it is a virtual certainty that this will be a key non-economic issue during the next round of negotiations.

The posting of conference hours was settled in two districts by requesting students to make consultation appointments with the instructor. The number of posted conference hours in addition to scheduled classes ranged from three to seven and a
half. If no appointment materialized, the instructor was free to use the time at his option.

6) Question: What have you found to be the most effective procedure against the impasse? (Admin.-5)

Three administrators admitted that no effective procedure could be found against the impasse. Five respondents mentioned that they felt it was important to keep the dialog going and to avoid an ultimatum or final offer to the RFO.

One respondent favored bringing in the board members to the negotiating table to listen to both sides. Another said, "Develop a mutually agreed upon set of ground rules or pre-conditions in order to minimize the possibility of an impasse on either side."

7) Question: Could the outcomes have been achieved without a work stoppage? (Admin.-6)(RFO-6)

All ten of the RFO respondents and one administrator mentioned that none of the outcomes could have been achieved without a work stoppage. The remaining nine administrators claimed that the outcomes could have been achieved without a work stoppage if the board had granted more authority and flexibility to their negotiating team to pursue the total contract on a basis of quid pro quo. Two administrative respondents felt that the same outcomes could have been achieved if the RFO had agreed to extend the time limits for negotiations.
8) Question: Do you believe that any of the outcomes had a substantive bearing on the educational program of your district? (Admin.-7)(RFO-7)

All of the administrators and two RFO heads agreed that none of the outcomes had a substantive bearing on the educational program of their district. One administrative respondent mentioned that "because of the outcomes, volunteering for extracurricular activities by instructors has been minimized."

Another administrator stated that the faculty has less to say concerning the educational program after the signed agreement. Still another administrative respondent admitted that the college lost some excellent instructors who did not wish to belong to the RFO nor pay dues to the organization.

On the other hand, eight of the ten RFO respondents felt that substantive effects on the educational program were evidenced because of the outcomes. They claimed that now the college can attract and retain better qualified instructors due to increased salary schedules and improved benefits and working conditions. One respondent mentioned that instructors have more freedom in the classroom due to their tenure contract. "Our image as college faculty rather than common school teachers has been enhanced because we don't have to dress conservatively and are permitted to smoke if we wish in the building."

Another said, "Because of the reduced class size and teacher load, we can better meet the needs of our students. Our morale has increased. The faculty now has prime responsibility in
curriculum. Both faculty and students are now involved in more committees that have decision-making authority.

9) Question: When can a strike be tolerated? (Admin.-8)

Seven administrators agreed that there is no good reason for a strike and therefore should never be tolerated under any conditions. One respondent stated that a strike can be tolerated when the college district reaches the absolute limits of its capacity to pay for increased salaries and benefits. Another respondent felt that a strike can be tolerated at any time the board was willing to close the college. Still another felt that "If the strike comes, and the odds are in favor of its coming, at least consider the possibility of sitting out a strike."

10) Question: In your opinion what has been the effect of negotiations on staff, students, and the community? (Admin.-11) (RFO-8)

Seven of the RFO respondents replied that a positive effect of negotiations on the staff has been evidenced by increasing and unifying staff morale. Two respondents mentioned that because of collective negotiations, the faculty now has "a new hope with an increased voice in participation in decision making." Another said that "Staff morale is low, one quarter of the staff is leaving. Three presidents, in the last four years have been appointed, reflecting a lack of board and administrative leadership."

There was no visible effect of negotiations on the student
in seven districts. Three respondents mentioned that the students were sympathetic toward the teachers and expressed an interest in the democratic process. In two cases, students brought pressure on the administration and board to settle by holding their own sit-in demonstration on campus and in the administrative offices.

A dramatic effort was made by an RFO teacher in one district to hold class in a church as a demonstration of faculty concern for the loss of teaching time for students.

There were no effects of negotiations on the community as reported by one half of the RFOs. Three respondents felt that the community was uninformed and indifferent to the negotiation process. Two respondents mentioned that community opinion was divided, with one respondent indicating that recent board meetings have been well attended by the community for the first time in many years.

In response to the same question, all administrative respondents mentioned the institutionalization and breakdown between administration and faculty groups as a prime effect of negotiations. The faculty appeared to view the administration with suspicion. In three districts faculty members would not go beyond the letter of the agreement in order to maintain peace with the "young turks" in the RFO. Unrest and uncertainty regarding the role of the administrator was mentioned by the respondents.
Five administrative respondents replied that students were not involved and therefore had no effect on negotiations. Three respondents emphasized that the students did sympathize with the faculty position on this matter. Two respondents indicated that the students were actually involved, pleading with both sides to open the college and staging an overnight sit-in on the campus in tents.

One half of the administrative respondents felt that the community was uninformed and thus apathetic toward collective negotiation activities. Three respondents mentioned that the community was sympathetic toward the RFO's position. One respondent stated that the public had lost respect for teachers. "Because of the strike, I feel we lost a recent millage vote."

Another respondent mentioned that the community was split three ways: the clergy supported the faculty, the home owners condemned the faculty, and the local business men were interested in getting a signed agreement.

Question: What bearing or influence did the faculty rallies, the crossfire of releases and statements accompanying the negotiating sessions seem to have on the negotiations? Which action had the greatest influence on negotiations? (Admin.-13)(RFO-9)

Two of the ten RFO respondents indicated that very little influence resulted from rallies, releases and statements during the negotiation sessions. Six respondents mentioned that the faculty rallies and other news media releases tended to keep the faculty informed of what was happening and thus played an
important role in shaping faculty opinions and loyalties. In
two cases, the board interpreted the RFO's news release state-
ments as reflecting a disinterest in their part in seeking a
settlement; consequently the board adopted a hard nosed, rigid
attitude in subsequent negotiating sessions.

Eight of the RFO respondents mentioned that the strike
vote had the single greatest influence on negotiations. In
one district, the local press and news media scored the board
for not bargaining in "good faith." This action greatly in-
fluenced future negotiations.

One half of the administrative respondents stated that
no effect was evident due to faculty rallies and other news
media releases. The remaining respondents indicated that the
combination of releases and statements to the news media tended
to have a negative effect and thus delayed negotiations.
Members of the board were openly criticized more than the
local RFO in four districts in the local papers and on the
air. One administrator mentioned that the RFO was disturbed
because the board released the annual earnings of the faculty
to the local newspaper.

In one district there was a "gentlemen's agreement" between
the RFO and the board negotiating team that whatever happened
in the course of negotiations would be kept confidential and
there would be no release of information to the news media.
Although the board team adhered to this agreement, the RFO did
not take the same attitude. It was regularly issuing a news release to its membership describing details of controversies, emotional anti-administration opinions and actions, and a vigorous defense of union agreements and positions, all of which seemed calculated to build RFO support and solidarity rather than merely to inform.

One half of the administrative respondents mentioned that picketing of the board meeting by the RFO had the single greatest effect on negotiations. Three respondents admitted that the board received a negative image in the news media, which greatly influenced their thinking in future negotiations. Two respondents indicated that the strike vote had the single greatest bearing on negotiations.

12) Question: What sources of irritation were present at the negotiating sessions? (RFO-10)

One half of the RFO respondents cited the board's lack of good faith in bargaining as the prime source of irritation. Much of this was due to what the RFO considered to be "very slow, deliberate, pontificating, and paternalistic attitudes of the board." Three respondents felt a "sense of futility and impatience" due to a lack of direction and progress on behalf of the board's negotiating team. It appeared that the board's team had very little knowledge about the collective negotiation process. At times there were more than one spokesman for the board, and none could make a decision without checking with the
entire board. The RFO complained that the board did not do their homework.

The board negotiators found themselves in the position of reacting, objecting, modifying and occasionally rejecting RFO proposals in what was generally a defensive posture. One negotiator described the process as one in which the "RFO proposes and the board disposes."

Three respondents mentioned that the lawyers hired by the board as chief legal spokesmen were labor oriented and were not sensitive either to the educational process or the product. They refused to recognize many items as being included in the scope of the agreement, thereby creating a tense climate causing communications to deteriorate.

13) Question: How many unanticipated post agreement issues have arisen? (Admin.-9)(RFO-11)

A total of thirty unanticipated post-agreement issues were listed by the ten administrative respondents. It is interesting to note that five of the issues were the result of an oversight. These included holidays, leaves, academic calendar, class size, and difference of work day in the signed agreements.

The remaining issues were concerned with differing interpretations of what the agreement provisions mean and to whom they apply. Sometimes confusion arose from a literal interpretation of agreement language which was neither intended nor anticipated in the context of negotiations. Unanticipated
grievances dealing with the role of division or department
chairmen, faculty role in registration duties, tenure for pro-
bationary instructors, transfer policy, teaching load for nurses,
counselors, and librarians, and changes in working conditions
were a result of fuzzy contract language. One RFO respondent
mentioned the unwillingness of the board's negotiating team to
recognize the new collective negotiations power relationships.

14) Question: In what ways were any of the key issues men-
tioned earlier concerned with student welfare? (Admin.-10)

Right administrative respondents agreed that none of the
key economic and non-economic issues were concerned with student
welfare. Two administrative respondents mentioned that in-
directly they were hoping that increased salaries would attract
better qualified faculty. Also, reduced class size and teaching
contact load should make for more individualization of student
learning experiences.

15) Question: Which academic segment of/or discipline within
the faculty is most militant? (Admin.-12)

One half of the administrative respondents indicated that
the social science department was most militant and the other
half listed the English department. It is interesting to note
that responses were limited primarily to the social science and
English departments. This was reflected in the make-up of the
RFO's negotiating team which in most of the districts was also
limited to those two departments.
16) Question: Do you feel that your RFO must still work strenuously to raise salaries and fringe benefits to levels attained at other community colleges? If so, what is the range of salary you propose and what community college system is setting the pace in this area? (RFO-12)

All RFO respondents agreed that they must still work strenuously to raise salaries and fringe benefits to levels attained at other community colleges. The range of salaries proposed averaged from a minimum of $8,000 to a maximum of $30,000. Although three respondents felt that they wanted to be pace-setters and second to none in salary schedules, the New York, Detroit, Chicago and St. Louis area salary schedules were admittedly setting the pace in salaries for community colleges.

17) Question: Where will the funds be obtained to pay additional costs for increased benefits? (RFO-13)

All of the RFO respondents suggested additional sources of funding which were necessary to meet the increased costs of running the college. These included: increased level of state aid, increased educational tax levy, broader tax base, realistic equalized assessed valuation of local property, emergency state legislation permitting an increase in mill levy without local referendum, and finally increased student tuition. In one college which is admittedly tuition free, a small tuition charge of $5.00 per semester hour would bring in two million dollars annually into the educational fund, would more than meet the faculty demand, and also would tend to give the students some vested interest in their education.
18) Question: Do you believe that in the long run negotiations at the local district level will be an exercise in futility simply because more and more boards will have less and less with which to negotiate? (Admin.-14) (RFO-14)

Six RFO respondents disagreed with the statement and indicated that, even if the economic issues were not involved due to a lack of money available, the important issues in the future will deal with non-economic demands. The four remaining respondents felt that this was a distinct possibility in the future if the state could not appropriate additional moneys for the community colleges. A state board may negotiate state-wide minimum and maximum salary schedules to avoid the current whipsaw effect which is evidenced in the community colleges visited.

One administrative respondent disagreed with the statement. The nine remaining respondents felt that this was a good possibility. They mentioned that in the long run more boards will be going through the motions due to a lack of available revenue for economic demands.

19) Question: Do you believe that the RFO acts to stifle change in the educational program rather than exert leadership ability to help develop innovative approaches to learning? (Admin.-15)

Two of the administrative respondents felt that the RFO did not act as an obstacle to change. However, the remaining eight respondents agreed that the RFO did act as an obstacle to change and cited the encroachment on administrative flexibility and decision making in initiating new programs.
One RFO resisted any new combination of faculty and students. Large lecture groupings, accompanied by small discussion groups, and independent study groups as well as flexible scheduling, involving variable faculty loads distributed over the academic year, were opposed and only grudgingly at the very end was an agreeable pay arrangement for such groupings worked out. Innovative and experimental instructional programs did not find ready reception, unless they conformed to conventional teacher loads, class size, class organization, and pay patterns. The RFO position as reflected in 80% of the agreements cannot but act as an obstacle to change. In another district it was noted that not one RFO member actively participated in faculty committees dealing with proposed changes in curriculum and instruction.

20) Question: What is the appropriate role of the local RFO in the process through which the organization may share in policy making, particularly when their salaries, benefits and working conditions are involved? (RFO-15)

The role of the RFO as envisaged by the faculty leadership places emphasis on the RFO as the primary agency for determining the faculty position on all issues. The organization must be able to represent the interest of the faculty and draw upon the resources of each faculty member in the development, criticism, and advocacy of positions through study groups and sub-committees. Every effort should be made to develop and extend communications for the benefit of all; for the strength of the faculty lies in
its unity far more than in any special committee or procedure.

21) Question: What is the appropriate role of the campus head in the process through which his colleagues may share in policy making, particularly when their salaries, benefits, and working conditions are involved? (Admin.-16)(RFO-15)

One half of the administrative respondents mentioned that the role of the campus head should be that of a catalyst, bringing about a climate for positive relationships between the board, community, student body and RFO.

In analyzing this position it appears as though the administrator, given a choice, can be expected to select the role of either an independent third party, or to a lesser degree serve a dual function in advising and representing both the board and the faculty.

On the other hand, the representative faculty organization if given the same alternatives (see page 101) will select the chief administrator to serve as chief negotiator for the board in 60% of the districts studied.

The significance of this issue is that it gets at the matter of who should do the negotiating. In spite of the posture of some administrators to wear both hats, some representative faculty organizations have made it clear that they do not view the administrator as their leader in collective negotiations. State legislators have reacted in some states by passing collective negotiations statutes definitely labeling the administrator as the board's man.
There are some strengths and weaknesses in the position of both groups.

The representative faculty organization would find distinct advantages in having the chief administrator serving as the chief negotiator. For one, it would permit the representative faculty organization spokesman to play upon the divergent personalities and points of view of the members seated across the table. Also, the representative faculty organization has a great bargaining range because they have the option of always going back to the full membership for answers. When the board negotiates directly, they do not have a way out. By having the administrator act as negotiator, this option is somewhat equalized. Although, in some of the districts visited some college boards, in their attempt to meet the needs of the faculty have shifted to first echelon administrators including board members as negotiators, thereby permitting the key issues to be dealt with and resolved quickly at a higher level.

Furthermore, from the representative faculty organization point of view, having the administrator and the board on their team would be a definite advantage because the representative faculty organization would get quick answers on the spot, and would give the representative faculty organization the increased status of confering with the highest level echelon.

Some representative faculty organizations resisted negotiating with anyone except the board, arguing that it is unpro-
ductive to negotiate with the administration because only the board has the final authority to approve the agreement. The final authority argument overlooks an important point. The representative faculty organization team representing the faculty also does not have the final authority to act for the faculty at the negotiating table. It is usually required to seek ratification of its tentative agreement by the faculty membership.

Moreover, the delicate qualities necessary in negotiating, compromising, mediating, pacifying, soothing, appear to have become, in the minds of some at least, the major qualification of leadership. Some of the districts visited have appointed key administrative personnel based primarily on their experience in collective negotiations, rather than on their overall administrative leadership, to answer grievances and enforce the agreements.

Many factors will determine the administrator's role in collective negotiations.

First his own philosophical commitment to the concept of collective negotiations.

Second, his academic training and personal experiences will have a major bearing on the role he will assume.

Third, statutory legislation often mandates his role.

Fourth, the board of trustees may define the name of the game and how he will function.
Fifth, the current climate embracing student, RFO, administration, board relationships and the historical perspectives of those relationships will have a bearing on the situation.

A sixth factor may well be the degree to which influence from the RFO at the state and national levels is exerted upon the local RFO to press for a specific package in a master agreement.

The administrator who is to be successful must direct his energies, time, and talent toward the maximum utilization of the resources of his RFO, irrespective of his attitude toward the new variables introduced by collective negotiations.

A new role for the administrator is emerging. Whether this role will be a viable one depends upon how effectively administrators deal with the new phenomena of collective negotiations.

22) Question: What do you see as the specific issues facing public community colleges in the area of collective negotiations? (Admin.-17)(RFO-16)

The specific issues facing public community colleges mentioned by the RFO respondents included: the acceptance of collective negotiations as a workable process on behalf of the community, board, administration, faculty, and student body; a need for adequate legislation regarding collective negotiations; election of department or divisional heads; agency shop clause, tenure policy; more voice by the faculty in overall policy making; adequate funding; and better facilities. All these problems
are aggravated by the fact that in both states fiscal appropriations are uncertain during the months when budget planning must occur.

Other important issues facing the community colleges in providing a comprehensive program in the face of expanding enrollments include: the need to raise salaries and other economic benefits to a level consistent with the large urban community colleges and the need to provide in combination all those conditions required to attract and retain a fully adequate core of qualified faculty.

On the other hand, the administrative respondents mentioned most often the issue of who runs the college. Vested interest power plays were mentioned in which the RFO for selfish internal reasons would like to confront the board directly, thereby circumventing the administration in areas of educational, academic, personnel and budgetary policy making. This had a net effect of throwing the educational programs out of balance to the detriment of the college and hence of the students to be served.

Another specific issue mentioned by one half of the administrative respondents was the agency shop clause, and closely allied to this was the tenure act. The issue of what is negotiable was mentioned by four respondents. There appeared to be a continuous demand by the RFO to negotiate anything connected with the educational process.
The main items to be negotiated in the future included shorter academic calendar, smaller class sizes, reduced teacher loads, election of department chairmen, role of the RFO in selection of administrators, the entire salary structure, and increased fringe benefits.

Two respondents mentioned the issue of a statewide "super board," negotiating regional or state-wide collective negotiations agreements. All respondents agreed that there was a need to develop a level of communication with the legislature and with the community generally which would culminate in improved support levels for the comprehensive community college program and facilities as well as faculty renumerations sufficient to permit the attraction and retention of a highly skilled and dedicated faculty.

23) Question: What type of faculty collective negotiations do you prefer? In what specific ways would you expect such negotiations to contribute to a resolution of specific issues facing community college faculty? (Admin.-18) (RFO-17)

Invariably each RFO preferred its own type of faculty organization. Each supported the view that a duly elected RFO should be the primary agency for faculty decisions on all matters of concern to the faculty. This would include primary responsibility in areas such as curriculum matters, appointments, promotions, tenure decisions, dismissals, and allocation of resources among competing demands.
Committees for faculty participation in the governance of the community college should be established at each level where faculty responsibility is present and would contribute to a resolution of specific issues facing the community college faculty.

A commonality of interest characterized the responses of the administrators. One half of the respondents felt that the type of RFO made no difference in resolving the issues facing the community college. Each stressed the need for constructive cooperation among the faculty, students, administration, and the board.

Five respondents agreed that if the RFO, speaking in a unified way, would produce responsible, well thought out, detailed programs, they would be received and used; and this effort would contribute to a resolution of issues.

24) Question: What is the major end of the RFO? (RFO-18)

Eight RFO respondents mentioned that the major end of their organization was to secure, maintain, and improve the rights, interests, and welfare of their faculty. This comes about by negotiating the very best salary schedule, fringe benefits, and working conditions for the RFO. Two respondents said that the purpose of improving the lot of the faculty was to help improve faculty resources in a way that will permit the college to offer the finest possible comprehensive program to the students.
25) Question: Would you recommend collective negotiations to other community colleges? (Admin.-19)

Six administrative respondents felt that they could not, in light of their personal experiences, recommend collective negotiations to other community colleges. Some administrators admitted that even though they now have a generous signed agreement, the pot is still kept brewing with complaints, grievances, arbitrations, and plans to get more next time around. Four respondents felt that they would recommend collective negotiations in light of the fact that the state law so required.

The specific purpose of this chapter was to present a descriptive survey of collective negotiation agreements: issues and outcomes. The proposed design sought answers to questions raised by analyzing the content of agreements, including a statistical summary of the scope of agreements. The major issues and outcomes in collective negotiations in the selected community colleges were obtained as a result of data synthesized from questionnaires and interviews with administrators and leaders of the RFO.
Chapter VI

SUMMARY, CONCLUSIONS, RECOMMENDATIONS
AND IMPLICATIONS

Summary

The major objective of this study has been to present a descriptive analysis of collective negotiations by studying the scope of the agreements in effect, major areas, issues and outcomes.

The questions to which answers have been sought were:
1. What is the scope of collective negotiation agreements in selected community colleges in Illinois and Michigan?
2. What are the major issues and outcomes of collective negotiations in the selected community colleges?
3. What is the impact of collective negotiations on line and staff relationships in these colleges?
4. What are the policy positions of national faculty organizations concerning collective negotiations?

This study involved a total of ten selected public community colleges in Illinois and Michigan chosen on the basis of the following criteria:

a) signed collective negotiation agreements with local representative faculty organizations.
b) experienced some sort of actual or threatened work stoppage.

c) expressed a willingness to participate in the study.

It should be emphasized that the community colleges were not randomly selected. The conclusions drawn here are based solely on the responses of this sample population, and the reader is cautioned that he must make any projections with this limitation in mind.

As has been noted, the study was limited to collective negotiation agreements in effect during the 1967-68 academic school year in public community colleges and signed prior to June 1, 1968.

Conclusions

A statistical appraisal of accumulated data concerning collective negotiations for the 1967-68 academic year in the ten community college districts studied warrants the following conclusions:

**Hypothesis I**

As measured by responses to a questionnaire and structured interview, there are no substantial differences among public community colleges in Illinois and Michigan with respect to collective negotiation agreements, work stoppage, scope of agreements, issues and outcomes, regardless of association affiliation.
The results of the data tend to affirm this hypothesis.

Of the total 169 items included in the ten signed written collective negotiation agreements, 23 items reflected a lack of substantial consensus in the scope of agreements. The remaining 146 items, comprising 86% of the total items negotiated, reflected no substantial differences in scope of agreement among the community colleges studied, regardless of national organizational affiliation.

Furthermore, a commonality of interest existed reflecting a positive relationship among the key economic issues and outcomes as stated by both the RPO and the administrative groups regardless of organizational affiliation. The five most mentioned key economic issues were salaries, reduced teacher loads, fringe benefits, tenure policy and reduced class size.

Likewise, a common pattern existed among the key non-economic issues and outcomes. The five most mentioned key non-economic issues were grievance procedure, definition of academic calendar and school day, binding arbitration, increased role by faculty in decision making, and the agency shop clause.

Although the three national organizations claim to differ widely in their approach to collective negotiations, no evidence was found to indicate any such differences as reflected in the scope of agreements, major issues and outcomes.
Collective negotiations introduce rapidly escalating costs, time-consuming processes, encroachment on administrative flexibility and decision making, and a threat of work stoppage at a time when rapid and bold experimentation is essential to the growth and vitality of the community college movement.

In light of accumulated data, this hypothesis can be accepted.

As has been noted, both representative faculty organizations and administrators were grossly unprepared for the amount of time and money that must be allocated to collective negotiations.

In addition, in order to reach agreement on all issues, community college districts held an average of 35 meetings, of approximately three and one half hours in duration, over a period of 3.8 months, at an average cost of $26,370.00. In no case was any amount appropriated as a line item reflected in the annual budget approved by the board for collective negotiations. Thus, these monies had to be taken away from some ongoing or planned educational program.

Moreover, the increased militant posture of the RFO, the concern for status, and the drive for a power struggle with administrators for sharing of decision making has impeded the administrator.

The threat of a strike or other work stoppage will be more frequent and may become, for at least a period of time, a way of life in community colleges.
Furthermore, innovation and experimentation will not find ready reception in community colleges unless they are made to conform to conventional faculty load, class size, class organization and pay patterns. The RFO position in these crucial areas as reflected in 80% of the agreements cannot but act as an obstacle to change.

In brief, these conclusions are supported by John H. Fisher who writes: "Virtually every innovation in American schools during the coming decade will be influenced by . . . the increasing insistence of teachers on the right to express their views on school policy questions."

Hypothesis III

Assuming the scope of negotiation agreements, issues and outcomes can be identified and categorized, non-economic demands gained by the representative faculty organization have been given a higher rank priority by that organization than the economic gains achieved by the faculty.

The data tend to support this hypothesis.

By far, the highest priorities as ranked by the RFO at the community college level were for non-economic items. These included grievance procedures, faculty-board communication, election of department chairmen, and binding arbitration of grievances.

Furthermore, Arnold Weber indicated in his report to the

AHE that

The main source of discontent is the faculty's desire to participate in the determination of those policies that affect its professional status and performance. . . . Economic factors, such as salary level and structure, have contributed to faculty discontent but appear to be of secondary importance.  

Thus, we seem to be rapidly approaching the era when the economic items will become secondary to the question of shared authority in the educational decision making process.

Hypothesis IV

In community college districts which have experienced actual or threatened work stoppage, the key issues were more directly associated with teacher welfare than with student welfare.

The hypothesis can be accepted on the basis of accumulated data.

The great majority of key issues dealt with the securing of tenure and advancement of the general professional status of the faculty, including improvement of working conditions, salary, and fringe benefits.

Although it is claimed by some RFOs that the community college can now attract and retain better qualified faculty due to increased salaries, improved benefits and working conditions, reduced class size and load, the functions of the com-

Community college which directly affect the students' social, economic, physical, and intellectual well-being were not found to be primary concomitants of key economic and non-economic issues.

Though some RFOs find it difficult to label key issues as either teacher welfare or student welfare, Lieberman indicated that the key issues seem to center mostly on teacher welfare:

It appears from the studies of the activities of local faculty associations that their general activities are very low and that a very high proportion of their time and energy is devoted to . . . teacher welfare. In this connection, it is interesting to note that teachers' unions (RFO) have also been criticized for their alleged overemphasis on teacher welfare and neglect of professional improvement. . . .

Therefore, unless we can upgrade the educational process through collective negotiations, the one who will benefit least is the oft forgotten student for whom the community college system exists.

In addition to the data supporting the previous hypotheses, a study of the key economic and non-economic issues resulted in the following conclusions:

1. Collective negotiations tend to produce higher pay increases than the faculty would have otherwise received.

This conclusion is reinforced by a study of the Institute of Labor and Industrial Relations, University of Michigan and Wayne State University, which found that in the four years

prior to the enactment of collective negotiations legis-
lation in Michigan the annual increase in salary for in-
experienced teachers in the twelve districts studied
averaged 3%. "In the first two years of bargaining the
average annual increase was three times as large, about 9%."

2. Within the next decade pressure will be exerted to further
reduce the faculty load, shorten the academic calendar year
and work day in the community college to make them com-
parable to other institutions of higher education.

3. Fringe benefit programs will be expanded and increasingly
subsidized in full by the board.

4. Continued pressure will be applied to reduce maximum class
size enrollment, regardless of severe cost impacts.

5. Interestingly enough, although divergencies still exist
in the range of salary schedules, collective negotiations
have tended to cluster salaries closer together among
public community colleges studied, without particular
regard to relative financial ability to pay, thereby in-
tensifying fiscal inequity of support from district to
district.

6. Formal grievance procedures, including binding arbitration,
will receive increased emphasis by the faculty.

1. Charles M. Rehmus and Evan Wilner, *The Economic Results
   of Teacher Bargaining: Michigan's First Two Years*, The University
7. The maximum probationary period for faculty tenure will continue to be reduced.

8. Although a number of partial compromises have been adopted, as yet it does not appear that RFO have obtained significant concessions in the area of the agency shop clause.

9. The RFO will share to a greater degree in the responsibility for educational policy making than has hitherto been the case on the community college level.

Although there seem to be no formulae which prescribe with any degree of specificity what is negotiable, it seems that the boards' objective has been to narrow the scope of subjects for negotiation whereas the RFO leaders have been attempting to expand it. These objectives appear to constitute the very core of collective negotiations, and it is doubtful that these matters can be statutorily set for any length of time. Once a topic has been opened, though a board may discuss it only reluctantly, it soon becomes accepted by the RFO as subject to the negotiation process.

An analysis of the scope of existing and proposed master agreements among community colleges has resulted in the conclusion that collective negotiation agreements in the future will go beyond what, in the private sector, is described as the "bread and butter" issues. Second and third generation collective negotiation agreements will be expanded to incorporate many if
not all of the following items now currently lacking consensus among the community colleges studied:

1. Adequate office space, telephone, and secretarial assistance
2. Agency shop clause
3. Annual salary guarantee
4. Clarification of basic teaching load for occupational, technical, and community service programs
5. Consent of faculty for use of electronic monitoring devices
6. Increase of duration of agreement
7. Election of department chairmen
8. Evaluation of performance of colleagues
9. Faculty consultation on budget making
10. Extension of employment beyond age 65
11. Final and binding arbitration of grievances
12. Liability protection insurance
13. Limitations on faculty and departmental meetings (numbers and lengths)
14. Non-assignment of clerical duties for faculty
15. Payment of tuition for advanced graduate work
16. Procedures for anticipation of future budget-making and collective negotiations
17. Provisions for early retirement
18. Provisions for increased board-RFO communications
19. Racial integration of students and staff
20. Recognition of faculty and student participation in the formulation of policy
21. Reduction of teaching load for the head of the RFO
22. Released time for negotiating for RFO team
23. The right to criticize the operation of the school
24. Specific class size maximums
25. Specific number of conference hours
26. Transfer policy
27. Voice in selection of administration
28. Zipper clause

Moreover, as they relate to the background literature and research, and within the limitations of the sample population, the findings of this study warrant the following additional conclusions.
1. There has been a rapid increase of interest on the part of community college faculty in recent years to enter into collective negotiation agreements with boards of education.

2. State legislation establishing a statutory framework for collective negotiations will increase in the future.

3. The role of the administrator in the collective negotiation process is not well defined and will continue to be vague for some time.

4. The most immediate result of collective negotiations from the RFO's point of view is the improved status of the teaching profession.

5. The substantial benefits accruing to the faculty from collective negotiation agreements will permit attracting and retaining qualified staff and will even increase competition for faculty with senior colleges.

6. Administrators regard the faculty power sought by the RFO and its institutionalization of adversary relationships as incompatible with faculty power characteristic of a faculty senate in higher education communities.

7. It will be difficult for boards to provide any kind of countervailing power equal to a work stoppage or threat thereof by the RFO unless boards are willing to close their college.

8. In the long run, the attitude of administrators and board members toward the RFO will have a determinative effect on the nature of the relationships.
Recommendations

The following recommendations are based on the findings of the study and the conclusions drawn.

1. School boards need to persuade the community and legislators to find additional sources of revenue adequate to meet the RFO's aspirations.

Although collective negotiations, accompanied by actual or threatened work stoppages, have paid substantial dividends to RFOs, many of the community college districts will reach the point within their fiscal and constitutional limits where they can go no further with respect to increased demands by the RFO.

Doherty and Oberer warn that there is a danger that collective negotiations will cause a disproportionate percentage of school funds to be spent on salaries and other related benefits.

Moreover, Remus and Wilmer point out that "As yet, it does not appear that school boards have been able to persuade the public to provide sufficient new funds adequate to meet the teacher's aspirations."


As has been noted, these new funds may be realized by increased state aid, growth in equalized assessed valuation, new millage, state income tax, additional federal aid, and student tuition.

In any event there is a need to develop a level of communication with the legislators and with the community generally which would culminate in improved support levels for the comprehensive community college program and facilities as well as in faculty remuneration sufficient to permit the attraction and retention of a highly qualified and dedicated faculty.

2. As collective negotiations become more pronounced, graduate training, in-service sessions and workshops should be initiated to prepare community college administrators, board members, and RFO for knowledgeable, rational participation in collective negotiations.

Alden H. Blankenship, Director of Administrative Services, Education Research Council of Greater Cleveland says:

The (administrator) . . . needs experience and training in negotiation procedures and techniques. . . . It seems wise for the . . . board to send . . . (administrators) to one of the few universities offering special training in negotiation techniques. These individuals could then develop and sharpen the skills needed in negotiations; this practice could result in a continuously improved educational program for (students) and a stimulating environment for (faculty).1

3. The community college teacher should organize into a tighter federation that more appropriately represents his rights. This development possibly may represent some kind of amalgamation of the NEA-AFT-AAUP, or portions thereof, in order to better meet its responsibility to the faculty, students, and the community it serves.

Furthermore, a decision by the AFT to relinquish its affiliation with the AFL-CIO as called for in some quarters could profoundly change the attractiveness of this organization to many faculty members.

On the other hand, the recent posture of the NEA toward greater militancy with a concomitant exclusion of administrators could accelerate demands by NEA locals for collective negotiations with boards of education.

Elam\(^1\) stressed that leaders in both factions admit that rivalry between the AFT and the NEA must eventually end in merger or alliance.

Similarly, Michael Moskow says: "Merger will definitely occur, but probably not for about five years." He notes that already some NEA and AFT affiliates have made overtures for merger at the local level.\(^2\)

Likewise, Donald Erickson, Associate Professor of Education

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2. Ibid., op. cit.
at the University of Chicago, comments that "Whispers are getting louder in the colleges concerning an eventual shotgun marriage of the 'professional association (AAUP) and the (pardon the expression) union." 1

Moreover, this writer has noted that some of the RFO negotiating teams visited were composed of members representing all three national organizations.

On the other hand, if a merger is not acceptable to the rank and file membership, consideration should be given to a possible alliance of these major organizations into a National Educational Personnel Federation, with faculty and administrators in separate organizations of the Federation. These organizations would be united on matters of common interests and support their own constituency in issues on which there was conflict with the other organizations.

4. The need for regional or state-wide collective negotiations on certain broad issues could be explored. A number of items have been treated at the state level, including certification requirements, tenure, and retirement. There is also no apparent reason why negotiations on these and many other working conditions should not take place at the state level, thereby releasing the creative energies of the faculty and staff at the campus.

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level for matters related to other aspects of the educational program.

It is suggested that a regional or perhaps a state-wide master collective negotiation agreement should be negotiated to include a minimum salary schedule, with some opportunity for interpretation and refinement at the local district level in order to avoid the current "whipsaw" effect which was evidenced in the community colleges studied.

In addition, collective negotiation agreements should be negotiated to cover a longer period of three to four years rather than enter into wholesale negotiations every year as was the case in 80% of the districts studied. Moreover, only those items which need amending, including the financial package, should be renegotiated.

5. Since there is no State Tenure Act for community colleges in Illinois or Michigan, it is recommended that local boards adopt tenure policies for community college faculty, with modified restrictions and a regular method of appeal to an impartial authority.

6. Since threatened work stoppages are likely to increase during the ensuing years, dispute settlement processes and procedures should be developed which will make the strike, or threat of strike, an unnecessary element in the negotiating process.
Unless improved "impasse machinery" is developed, collective negotiations are likely to face increased demands for the adoption of compulsory arbitration statutes. The major objection to compulsory binding arbitration is that the process of voluntary collective negotiations is abandoned in favor of settlement by a third party, which necessarily results in a certain loss of freedom of the parties to make their own decision.

7. Boards should grant more authority and flexibility to their negotiating team to pursue the total collective negotiation agreement on a basis of quid pro quo.

Boards will realize in the future that they have neither the energy, time and expertise nor the resources to fully and effectively participate at the negotiating table. Nor is the answer the subcontracting of the responsibility to law firms, many of whom are not familiar with school law and are quite insensitive to the needs of the faculty and the educational program of instruction.

Thus, if collective negotiations are going to work effectively, there is a need for the board's team to be able to arrive at decisions quickly.

Warner points out that "The decision making process of public management is considerably more involved and cumbersome than is the case in non-governmental institutions."¹

The length of time in arbitration, mediation and fact finding will have to be shortened considerably in order that both sides may participate effectively at the negotiating table.

8. College administrators should take every opportunity to convey information to the various student, faculty, and community organizations. The administration should use all available means of communication to bring these organizations to the point at which they have the information needed to make independent judgments on matters of importance to the institution including collective negotiations.

Griffiths made it clear that the administrative role in communications is a pivotal one:

First, if the administration wants to involve others in the decision-making process, it can aid good discussions by providing a wealth of information. It can send bulletins, hold meetings at which relevant data are presented and discussed, and make announcements. It can make certain that members of the staff get pertinent information, get it first--ahead of outsiders, and get it in a manner which shows that the administration is pleased that they do get it.

Second, the opposite result can ensue if the administration withholds information. It is sometimes the practice for administrators to keep all relevant information to themselves and still expect that there will be willing participation in decision making. A group from whom information has been withheld will not only not participate but will resent being asked to.

Third, administrators who wish to give the appearance of cooperating with their staffs, of being democratic, yet who do not believe that a decision arrived at with the full participation of the staff is a better one than that arrived at by the administrator alone, use still another
method. They dole out bits of information and in this way manipulate the group.\(^1\)

9. Action committees for faculty participation in the governance of the community college should be established at each level where faculty responsibility is present, with a division of authority over different issues between the negotiating unit and the local faculty senate or council.

Weber points out that:

\[\ldots\text{An academic senate should be established even when a bargaining agent has representation rights on campus. If the senate can implement effectively the concept of shared authority in dealing with problems of educational policy, then it is likely that the senate's influence will ultimately extend to other substantiative issues as well. There is also the possibility that a stable relationship between the senate and bargaining agent may be evolved.}^2\]

On the other hand, Marmion warns:

\[\ldots\text{An institution, that has no faculty senate or a weak faculty senate dominated by administrators, is an institution ripe for more militant action by the faculty. It will not be enough for institutions to reiterate the fact that unions and collective negotiations have no place in the college teaching profession. Viable alternatives must be provided. Effective lines of communications must be available to enable a community of scholars to share in educational decision making.}^3\]

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Although the majority of administrators interviewed admitted that they could not, in light of their personal experiences, recommend collective negotiations to other community colleges, failure to recognize that collective negotiations are here to stay will weaken the effectiveness of the administrator who may perceive the process as a surrendering of administrative power and a diminishing of the administrator's authority.

Moreover, collective negotiations are taking its toll in early presidential retirements and resignations for those who are in the untenable position of attempting to transfer traditional concepts to new and changing circumstances.

Forty per cent of the districts visited by this writer have experienced a change-over in key administrative personnel within a one-year period. The percentage was even higher in one urban multi-campus community college. It was not unheard of for a faculty to vote "no confidence" in a dean or president in some of the districts visited.

Unfortunately, many community college administrators are unprepared by academic training or experience for the real and pressing issues that call urgently for solutions. New faculty, administration, student and community relationships are forming; and the status, activities, and effectiveness of community college administrators are very much involved.
This assertion is supported by an official of the American Association of School Administrators, who warns:

During this period of flux and transition, as personnel policies and administrative processes are revised and improved, much will depend on the wisdom, care, patience, forbearance, and sound judgement of the individuals and groups of individuals involved in this evolution.¹

On the other hand, some community colleges have moved into the area of collective negotiations without acrimonious clashes.

In any event, collective negotiation is no longer coming. It is here. To negotiate or not to negotiate is not the issue. Nor is the query whether collective negotiations will come peacefully or with much toil. The question that must be answered is, "How can collective negotiations be utilized to provide the best possible education for community college students?" Furthermore, the manner in which students, RFOs, administrators and board members respond to the challenges will determine to a great extent whether they develop into a persistently disruptive force or become a positive influence in the administrative process.

The administrator who is to be successful must direct his energies, time, and talent toward the maximum utilization of the resources of his faculty, irrespective of his personal attitudes toward the new variables introduced by collective

negotiations. If anything, these variables have imposed additional responsibilities on college administrators.

To be sure, collective negotiations can be a productive influence in staff relationships, provided the parties involved act in a spirit of willingness and consideration for each other. Indeed, this must be a mutual endeavor, with genuineness and integrity on the part of all.

Suggestions for Further Study

The study has sought to describe the scope of collective negotiations, issues and outcomes in community colleges. Besides the information about this complex phenomenon disclosed by the study, other problems associated with the impact of collective negotiations on community college administration and faculty have been identified. These problems suggest possibilities for further research.

However, one difficulty with research on the question of collective negotiations is the state of flux now prevailing. As statutes and community colleges continue to change rapidly, the data available also change. A generalization made at this time may become inaccurate within a short time.

Several major areas for additional research are as follows:
1. A change of relationships between the RFO and administration will also mean a change in the role of boards of education. Since this study was primarily limited to college administrators and RFO leaders, it is suggested that further research be expanded to include board members, civic leaders, representatives of industry and organized labor, and members of local, state and national governments in an attempt to ascertain how other social forces in our milieu feel toward the issues and outcomes involved in this study.

2. Some of the RFOs mentioned that the threat of work stoppage is more effective than the actual work stoppage itself. This has not been validated by research and is an area where additional study should be undertaken.

Some questions related to this area are: When an actual work stoppage does not follow the threat, what prevents the stoppage? Are the issues and outcomes different when RFOs actually are involved in a work stoppage than when RFOs threaten a stoppage?

3. As yet, it does not appear that boards have been able to persuade the community to provide sufficient new funds adequate to meet the faculty's aspirations. In some districts studied, the community has repeatedly refused to vote the millage necessary to meet the increased demands of the faculty. Studies should be initiated in the area of finances and work stoppages.
Some questions related to these studies are: How do collective negotiation agreements affect tax rates? Is work stoppage associated with poor tax structure for education? If so, how is the tax structure improved?

4. As it was one of the major areas of differences between the responses of the RFO and administrators, the writer feels there is a need for objective research which would attempt to define the role of the administrator in collective negotiations.

Some questions related to this study are: Is his role changing? Can the administrator truly represent both the board and the faculty? What do RFOs consider the role of the administrator? How has the signed collective negotiations agreement affected his role as administrator?

5. In general, faculty, administration and school board members are lacking in understanding the dynamics of collective negotiations. Therefore, a study should be undertaken to determine how graduate schools of education can implement in-service courses, seminars and institutes for school board members, administrators, and faculty to help them meet the challenges of collective negotiations.

6. A study is needed to develop guidelines to determine which topics should be negotiated with the RFO and what subjects should be decided by some other mechanism.
7. The use of collective negotiations in community colleges has caused numerous changes in the NEA, AFT, and AAUP. In many districts the changes have reduced previous differences between the organizations. As the cost of rivalry increases, greater pressures will be placed by the membership of all three organizations to amalgamate into one group.

Therefore, efforts should be made to test the relative effectiveness of the AFT, AAUP and the NEA models for collective negotiations.

8. A study should be undertaken to determine how variables such as age, geographical area, years of experience, academic discipline, educational preparation, marital status, and level of employment affect attitudes toward collective negotiations among RFO at the community college level.

10. There is a need for the present study and similar studies to be pursued on a much broader basis -- nationwide if possible -- to include not only public community colleges but senior institutions of higher learning as well.
IN THE CIRCUIT COURT OF COOK COUNTY
COUNTY DEPARTMENT, CHANCERY-DIVORCE DIVISION

BOARD OF JUNIOR COLLEGE DISTRICT
NO. 508, COUNTY OF COOK AND
STATE OF ILLINOIS

Plaintiff,

v.

COOK COUNTY COLLEGE TEACHERS
UNION, LOCAL 1600, et al

Defendants.

No. 66 CH 7092
IN CHANCERY

AFFIDAVIT OF JOHN W. GIANOPULOS
SUPPORT OF PETITION FOR RULE TO SHOW CAUSE

JOHN W. GIANOPULOS, being first duly sworn, on oath deposes and says:

1. I am Assistant to the Chancellor of the Chicago City College, and its eight campuses maintained and operated by plaintiff.

2. I have read the affidavit of Oscar E. Shabat, filed herein on November 30, 1966, in support of plaintiff's motion for temporary injunction and am familiar with its contents.
3. The picketing of the Loop Campus described in paragraph 5 of the Shabat affidavit, by persons carrying placards bearing the same legends described in that affidavit, continued during the normal business hours of the Campus on December 1 and 2, 1966. Approximately 75% of the teaching staff employed at the Loop Campus failed to appear on each of those days. The classes cancelled as a result of the absence of teachers which commenced on November 30, 1966, were not rescheduled on such days because of the absence of adequate teaching personnel.

4. The deans of the other campuses of the College have reported to me that picketing at each of these other campuses, other than the Fenger Branch, continued on December 1 and 2, 1966, and that approximately from 66% to 85% of the teaching staff at each of these campuses failed to report for their normal duties on each of these days. Eleven of the 14 teachers normally employed at the Fenger Branch campus appeared for their normal duties on December 1 and 2, 1966. It was further reported to me by the deans that Norman G. Swenson, David Simonson, Howard A. James and Leon Novar, defendants herein, and teachers employed by plaintiff, were on strike against plaintiff and did not appear for their classes on December 1 and 2, 1966.

5. The picketing described herein did not resume on
December 5, 1966, and teachers employed by plaintiff, including the said individual defendants, appeared on that day to perform their normal teaching duties.

SUBSCRIBED AND SWORN TO before me this day of December, 1966.

____________________________
Notary Public

____________________________
John W. Gianopulos
Appendix II

Resolution 15

Professional Negotiations

The teaching profession has the ultimate aim of providing the best possible education for all the people. It is a professional calling and a public trust. Boards of education have the same aim and share this trust.

The National Education Association calls upon boards of education in all school districts to recognize their identity of interest with the teaching profession.

The National Education Association insists on the right of professional associations, through democratically selected representatives using professional channels, to participate with boards of education in the formulation of policies of common concern, including salary and other conditions of professional service.

Recognizing the legal authority of the board of education, the administrative function of the superintendent, and the professional competencies of teachers, the National Education Association believes that matters of mutual concern should be viewed as a joint responsibility. The cooperative development of policies is a professional approach which recognizes that the superintendent has a major responsibility to both the teaching staff and school board. It further recognizes that the school board, the superintendent or administration, and the teaching staff have significantly different contributions to make in the development of educational policies and procedures.

The seeking of consensus and mutual agreement on a professional basis should preclude the arbitrary exercise of unilateral action by boards of education, administrators, or teachers.

The Association believes that procedures should be established which provide for an orderly method of reaching mutually satisfactory agreements and that these procedures

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should include provisions for appeal through designated educational channels when agreements cannot be reached.

The Association commends the many school boards, school superintendents, and professional education associations which have already initiated and entered into written negotiation agreements and urges greater effort to improve existing procedures and to effect more widespread adoption of written agreements.

The National Education Association calls upon its members and affiliates and upon boards of education to seek state legislation and local board action which clearly and firmly establish these rights for the teaching profession.
Appendix III

A Comparison of Statutory Legislation

Concerning Collective Negotiations
<table>
<thead>
<tr>
<th>State</th>
<th>Date</th>
<th>Statutory Citation</th>
<th>Coverage</th>
<th>Re-</th>
<th>Agency for</th>
<th>Unfair</th>
</tr>
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<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>All public employees</td>
<td>per-</td>
<td>labor</td>
<td>practices</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>or permitted</td>
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<tr>
<td>Alas.</td>
<td>1962</td>
<td>Alas. Stat. Title 23.40.010</td>
<td></td>
<td></td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Cal.</td>
<td>1965</td>
<td>Calif. Educ. Code Secs. 13080-13088</td>
<td>All certified public school employees</td>
<td>re-</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Fla.</td>
<td>1965</td>
<td>Fla. Stat. Ann. Ch. 230 Sec. 230.23</td>
<td>All certificated public school personnel</td>
<td>per-</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Md.</td>
<td>1968</td>
<td>Ann. Code of Md. Sec. 175, Art. 77</td>
<td>Certificated school personnel</td>
<td>re-</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Minn.</td>
<td>1967</td>
<td>Minn. Stat. 1967 Ch 63.3</td>
<td>Certificated Teaching Personnel</td>
<td>re-</td>
<td>District No</td>
<td>School board</td>
</tr>
<tr>
<td>Neb.</td>
<td>1967</td>
<td>Neb. Leg. Bill 485</td>
<td>Certificated public school employees</td>
<td>per-</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>State</td>
<td>Date</td>
<td>Statutory Citation</td>
<td>Coverage</td>
<td>Required</td>
<td>Agency for Unfair Labor</td>
<td>Unfair or permitted</td>
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<td>Ann. 1955 Ch 31</td>
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<td></td>
<td></td>
<td>Sec. 31.3</td>
<td></td>
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<tr>
<td>*N. J.</td>
<td>1965</td>
<td>N.J. State Consti-</td>
<td>All employees in local school districts</td>
<td>required</td>
<td>Commission</td>
<td>No</td>
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<tr>
<td></td>
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<td>tution Art. I,</td>
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<tr>
<td></td>
<td></td>
<td>Sec. 19</td>
<td></td>
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</tr>
<tr>
<td>N. Y.</td>
<td>1967</td>
<td>N.Y. Civ. Ser. Law</td>
<td>Covers most public employees</td>
<td>required</td>
<td>Public Commission</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Art. 14, Secs 200-</td>
<td></td>
<td></td>
<td>Employment</td>
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<td></td>
<td></td>
<td>212, N.Y. Jud. Law</td>
<td></td>
<td></td>
<td>Relations</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sec. 751.</td>
<td></td>
<td></td>
<td>Board</td>
<td></td>
</tr>
<tr>
<td>Ore.</td>
<td>1965</td>
<td>Ore. Rev. Stat.</td>
<td>Certificated public school personnel below the rank of</td>
<td>required</td>
<td>District</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Ch. 342 Secs. 342.</td>
<td>district superintendent</td>
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<td></td>
<td></td>
<td>450-342.470</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>R. I.</td>
<td>1966</td>
<td>Gen. Laws of R. I.</td>
<td>All certified employees</td>
<td>required</td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Title 28, Secs 28-</td>
<td></td>
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<td></td>
<td></td>
<td>9.3-1-28-9, 3-16</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Tex.</td>
<td>1967</td>
<td>Senate Bill 72</td>
<td>All teachers</td>
<td>permitted</td>
<td>Boards of trustees of</td>
<td>No</td>
</tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>school dis.</td>
<td></td>
</tr>
<tr>
<td>Wash.</td>
<td>1965</td>
<td>Rev. Code of Wash.</td>
<td>All certificated public school employees</td>
<td>required</td>
<td></td>
<td>No</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Ann. Title 28 Ap-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>pendix 28.6 Secs 1-9</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wis.</td>
<td>1959</td>
<td>Chapter 663</td>
<td>All municipal and county employees</td>
<td>required</td>
<td>Wisc. Employment</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>1961</td>
<td>Laws of 1961</td>
<td></td>
<td></td>
<td>Relations</td>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td>Board</td>
<td></td>
</tr>
</tbody>
</table>

* Resolution of the State Board of Education rather than Statute.
<table>
<thead>
<tr>
<th>State</th>
<th>Subjects of Negotiation</th>
<th>Impasse Broken by</th>
<th>Method of Selecting Impasse Breaker</th>
<th>Strikes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alas.</td>
<td>Grievances, terms or conditions of employment or other</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>mutual aid or protection in connection with employees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cal.</td>
<td>Matters relating to employment conditions and employer-employee relations, including but not limited to wages, hours, and other terms and conditions of employment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conn.</td>
<td>Salaries and all other conditions of employment.</td>
<td>Advisory Arbitration</td>
<td>Each party to dispute selected arbitrators selected a third arbitrator.</td>
<td></td>
</tr>
<tr>
<td>Fla.</td>
<td>Subjects are matters affecting all certified personnel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Md.</td>
<td>All matters relating to salaries, wages, hours and other terms in working conditions</td>
<td>Tripartite panel or one appointed by each party and the third panel selected by the other two.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mass.</td>
<td>Questions of wages, hours and other conditions of employment</td>
<td>Fact finding</td>
<td>Mutual selection of fact finder from list of 3 proposed by Board of Conciliation and Arbitration—if fail to select within 5 calendar days, said Board selects.</td>
<td></td>
</tr>
<tr>
<td>State</td>
<td>Subjects of Negotiation</td>
<td>Impasse Broken by</td>
<td>Method of Selecting</td>
<td>Strikes</td>
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<tr>
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</tr>
<tr>
<td>Mich.</td>
<td>Rates of pay, wages, hours of employment or other conditions of employment.</td>
<td>Tripartite advisory panel</td>
<td>Respective parties select 1 member each of tripartite panel. Two members so selected select a third party.</td>
<td>Prohibited</td>
</tr>
<tr>
<td>Minn.</td>
<td>Economic aspects relating to terms of employment, but does not mean educational policies of the district.</td>
<td>Adjustment panel</td>
<td>One selected by recognized teacher organization. One selected by school board, and the two so selected shall select a third member.</td>
<td></td>
</tr>
<tr>
<td>Neb.</td>
<td>On all matters of employment relations</td>
<td>Fact finding</td>
<td>One selected by Board of Education. One selected by prohibited employee organization. A third member selected by the two members appointed by the parties.</td>
<td></td>
</tr>
<tr>
<td>N. H.</td>
<td>No provision</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>N. J.</td>
<td>No provision</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>N. Y.</td>
<td>Salaries, wages, hours and other terms and conditions of employment.</td>
<td>Fact finding</td>
<td>Appointed by board. 3 members to make public recommendations for solution.</td>
<td>Prohibited</td>
</tr>
<tr>
<td>Ore.</td>
<td>Matters of salaries and related economic policies affecting professional services administration</td>
<td>Advisory arbitration</td>
<td>District school board and employees each select one member—so selected member select 3rd member.</td>
<td></td>
</tr>
<tr>
<td>State</td>
<td>Subjects of Negotiation</td>
<td>Impasse Broken by</td>
<td>Method of Selecting Impasse Breaker</td>
<td>Strikes</td>
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</tr>
<tr>
<td>R. I.</td>
<td>Hours, salary, working conditions and other terms of professional employment.</td>
<td>Arbitration binding on all panel. Two members so selected select a third member.</td>
<td>Respective parties select a professional employment member each of tripartite prohibited.</td>
<td>.......</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>If parties fail, Amer. Arb.</td>
<td></td>
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<td></td>
<td>Involved Assoc. appoints a third member.</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>Expenditure of money.</td>
<td></td>
</tr>
<tr>
<td>Tex.</td>
<td>Matters of educational policy and conditions of employment.</td>
<td>Advisory</td>
<td>Appointed by Superintendent of Public Instruction</td>
<td>.......</td>
</tr>
<tr>
<td>Wash.</td>
<td>Proposed school policies relating, but not limited to, curriculum, textbook selection, in-service training, student teaching programs, personnel hiring salaries and other conditions of employment.</td>
<td>Fact finding</td>
<td>Appointed by Wis. Employment Relations Bd from list prohibited.</td>
<td>.......</td>
</tr>
<tr>
<td>Wis.</td>
<td>Questions of wages, hours and conditions of employment.</td>
<td>Fact finding</td>
<td>Appointed by Wis. Employment Relations Bd from list prohibited.</td>
<td>.......</td>
</tr>
</tbody>
</table>
Appendix IV

Chronology of Work Stoppages

June 3, 1966: A threat to close summer classes at Flint Jr. College, unless there is good faith bargaining between the Flint Education Association (FEA) and the school board, was made by the Flint Chapter of the Michigan Association of Higher Education. The president of the chapter told the teachers, "We will picket at the college. If there is no settlement reached, we are willing to close classes for the summer session, if that is what this group wants." 1

September 6, 1966: Teachers at Michigan's largest two-year college voted to strike unless their wage demands were met. Their union contended it was the nation's first strike vote by a college faculty. The faculty members were seeking $1,000 raises. 2

November 30, 1966: The Chicago City College system will be struck today by members of the Chicago City College Local 1600, AFT-CIO, according to Norman B. Swenson, President of the local.

Swenson said the local, which represents 450 of the college's 750 faculty members, decided to strike after a month-long stalemate in negotiations with the Jr. College Board in trying to obtain a contract for the teachers. He said the union would seek a $2,000 across-the-board increase in salaries, which now range from $6,450 to $15,900. 3

January 6, 1967: The second strike in five weeks by the Chicago City College Teachers' Union against the City's Community College will begin at 7:00 A.M. today.

The union said that it is striking again because the college union has failed to make a substantial progress on its demands for higher salaries, smaller class size,

less course load, and shorter academic calendar.

The board sought a court injunction to halt the walkout. It was given by Judge Daniel A. Covelli, but the union continued to strike.1

April 27, 1967: Sixty-three instructors picketed inside and outside of the college during Wednesday night's monthly board of trustees meeting, and on the following day, sixty picketed at noon.

The chairman of Schoolcraft College's Faculty Forum said that the demonstration showed the administration and the board "that we're serious about our demands for improved salaries."2

May 7, 1967: Morton High School and Morton Jr. College union teachers have voted to authorize their leaders to call a strike against the Morton High School District Board of Education if their demands are not met.

The four major issues are: the right of the union to be the sole bargaining agent for the schools involved, basic salaries, more differential salaries for coaches and disagreement over the basic ceiling now in effect on this point, and a requested $10,000 life insurance program, as opposed to the present $5,000 plan.3

September 3, 1967: Strikes could delay registration for nearly 40,000 full-time and part-time students at Dearborn's Henry Ford Community College, Macomb County Community College in Warren, Lake Michigan Community College in Benton Harbor and Kellogg Community College in Battle Creek.

The Michigan Federation of Teachers (MFT), which has taken a "no contract, no work" stand for all its units, represents teachers at Henry Ford, Lake Michigan, and Kellogg. The Macomb teachers have an independent bargaining group.4

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September 7, 1967: Henry Ford Community College teachers, who last year held the first collective bargaining strike of college teachers in the United States, found themselves on picket duty again. They voted Monday to reject the board of education's latest contract offer, and on Tuesday the picket lines at the Evergreen and Lois Campuses formed.

The president of the Michigan Federation of Teachers yesterday predicted the strike "may be a long one."1

September 7, 1967: Picketing teachers marched in front of all Highland Park Schools including Highland Park College, for the third consecutive day today and, according to the superintendent of schools, no attempt will be made to open the schools to students in the face of the teachers' refusing to work.

A union spokesman said that the Highland Park Federation of Teachers (sole bargaining agent for the Highland Park Teachers) is backed in its "no contract - no work" stand by members of the rival Highland Park Education Association. Both the union and board officials say that settlement is still a long way off.2

September 12, 1967: The opening of fall classes at Lake Michigan College on Wednesday has been temporarily suspended by the college "due to the failure of the faculty to report as scheduled for teacher orientation."

The decision to delay the opening of classes came after contract negotiations between administration and faculty teams in East Lansing broke down without agreement late last night.3

September 13, 1967: Classes in three of Michigan's Community Colleges have been cancelled indefinitely because of teachers' strikes, and two other two-year schools face a delayed opening.

Classes will not open as scheduled next week at Henry Ford Community College, Dearborn, Highland Park Community College and Kellogg Community College in Battle Creek.

"Extended vacations" may occur at Macomb Community College in Warren and Lake Michigan Community College in Benton Harbor.

September 13, 1967: College Strike Delays Start of Classes. The start of classes Monday at Macomb Community College has been suspended indefinitely after a last-minute attempt to reach agreement between the teachers and the board of trustees failed Friday night.

Appendix V

LETTER TO COLLEGE PRESIDENT

Dear

As teachers throughout the nation become more vociferous in their demands for higher salaries and better working conditions, there is an urgent need for valid research which may shed some light on the major areas, issues and outcomes in collective negotiations and on the implications for public junior colleges. A serious study of the implications of teachers' strikes could provide guidelines to all interested administrative and faculty groups attempting to reconcile legitimate self-interest with a mutual desire to provide the best possible education for all students.

I am preparing a study of collective negotiations and implications for public junior colleges for my doctoral dissertation at Loyola University. Since you are a primary source of information on this subject, I am asking for your cooperation. This request for information is being sent to all public junior colleges in Illinois and Michigan in an effort to gather a comprehensive body of data concerning collective negotiations.

In this study, "collective negotiations" is defined as a process whereby faculty employees as a group and their employers, the Board of Education, make offers and counteroffers in good faith on the conditions of their future relationships for the purpose of reaching a mutually accepted written agreement, memorandum of understanding, or contract covering terms of employment, salaries, and working conditions in public junior college education.

Please take the few minutes required to complete the enclosed questionnaire and return it in the enclosed, self-addressed, stamped envelope by March 22, 1968. Although your name will appear on the questionnaire, you will in NO way be connected with the data you furnish.

A summary of the major findings of this research will be sent to you if you so designate on the questionnaire. Thank you for your cooperation.

Very truly yours,

John W. Gianopulos
Appendix VI

COLLECTIVE NEGOTIATION QUESTIONNAIRE

TO COLLEGE PRESIDENT

Please answer the following questions as fully as possible.

COLLEGE _________________________________ DATE _________________________________

Location ________________________________________________________

Telephone Number including Area Code ____________________________________________

Name of Campus Executive ______________________________________________________
(If title is not president, please specify).

Name and title of person completing this report _____________________________________
(If not campus executive).

Type of school district organization (circle appropriate letter)
A. Kindergarten through grade 14
B. Grades 13 and 14 (Community College Division in local school district)
C. Class I junior college (in Illinois)
D. Class II junior college (in Illinois)
E. Independent community college district (in Michigan)
F. Other (please specify) ______________________________________________________

Faculty organizations represented on campus (circle appropriate letter(s))
A. American Association of Higher Education
B. American Association of University Professors
C. American Federation of Teachers
D. Faculty council or senate
E. National Education Association
F. National Faculty Association of Community and Junior College
G. Other(s) (please specify) ______________________________________________________
The board of education has officially (circle appropriate letter(s))
A. Prohibited
B. Permitted
C. Required
D. Recognized
E. Other (be specific)
in a policy statement or other written form, a local faculty organization as representative of its members to negotiate matters with the board of education?

If your board is not involved in collective negotiations with faculty, do NOT complete the following items.

If your board permits or requires collective negotiations, has an election been held to determine the appropriate faculty organization(s) to represent the faculty? Yes____ No____

If so, which faculty organization(s) has (have) been recognized by the board as a bargaining agent for collective negotiations?

Is this faculty organization(s) involved in
A. Joint or dual representation of the faculty?
B. Proportional representation of the faculty?
C. Exclusive recognition of the faculty?

Please give the name and address of the president of the faculty organization(s) negotiating the agreement.

Were you in your present position at the time of the contract agreement?________

If not, please give the name and address of the person who held the position you now hold.________
Please check the following real or threatened approaches that have been utilized by your representative teacher organization in dealing with the board in areas of salaries, working conditions, and terms of employment:

________ Boycott  __________ Sanction

________ Court injunction  __________ Strikes

________ Picketing  __________ Others (please specify)

If your school district is selected for this study, would you, or one of your administrative assistants, be available during April or May at your campus for an interview regarding the scope of your agreement and possible implications?

Could minutes of your school district for the period of the bargaining be made available at that time?

Would you please forward a copy of a policy statement, agreement, contract, or any other written statement concerning collective negotiations in your school district, as well as a salary schedule?

I would ( ), would not ( ) like to have a summary of the major findings of this study.

Please write any comments or explanation which will help interpret responses and developing trends at your college.

Please return completed questionnaire in the enclosed self-addressed, stamped envelope.
Dear

Several weeks ago I wrote to you requesting information concerning collective negotiations in public junior colleges. I had hoped to use the data obtained to develop guidelines for interested administrative and faculty groups attempting to reconcile legitimate self-interest with a mutual desire to provide the best possible education for all students.

Unfortunately, I have received no response; possibly the questionnaire has been misplaced. Please take a few moments required to complete the enclosed questionnaire and return it in the enclosed, self-addressed, stamped envelope by April 5, 1968. Although your name will appear on the questionnaire, you will in NO way be connected with the data you furnish.

A summary of the major findings of this research will be sent to you if you so designate on the questionnaire. Thank you for your cooperation.

Very truly yours,

John W. Gianopulos
Appendix VIII

LETTER TO SELECTED COLLEGE PRESIDENTS

Thank you for returning the completed questionnaire indicating your desire to participate in this study. Your response leads me to believe that your community college district would be a valuable one to include in this study on collective negotiations and implications for public junior colleges.

Tentative plans call for visiting ten community colleges in Illinois and Michigan. I would like to include the following basic steps in my visit:

1. The administration of a ten-minute questionnaire to you or any of your associates who deal directly with the representative faculty organization.

2. An interview with you or any of your associates who deal directly with the representative faculty organization.

Unless you suggest another time, I would like to arrange a visit to your college during the period of May 6 through 31, to discuss the scope of your agreement, issues, outcomes and possible implications from the administrator's point of view. I will be in your area on May ___ and ___. Please indicate your first and second choice of dates.

This study is being done with the approval of Loyola University. Information obtained from the questionnaire and interviews will in no way identify the participating community college nor the individual respondent. If you have any questions, please let me know as soon as possible.

A self-addressed, stamped envelope is enclosed for your convenience in replying. Please return the Approval Form by May 3, 1968. I am grateful for your participation.

Yours very truly,

John V. Gianopulos
Appendix IX

LETTER TO HEAD OF REPRESENTATIVE FACULTY ORGANIZATION

I am undertaking a study of collective negotiations and implications for public community colleges for my doctoral dissertation at Loyola University. Since you are a primary source of information on this subject, I am asking for your cooperation. Your college president has indicated his desire to participate in this study which hopefully will provide guidelines to all interested administrative and faculty groups attempting to reconcile legitimate self-interest with a mutual desire to provide the best possible education for all students.

Tentative plans call for visiting ten community colleges in Illinois and Michigan. I would like to include the following basic steps in my visit:

1. The administration of a ten-minute questionnaire to you or any of your colleagues who deal directly with the board of education

2. An interview with the head of the local representative faculty organization.

I am planning to visit your campus on May ___ for the purpose of discussing with you the scope of your agreement, issues, outcomes and possible implications. Would it be possible to arrange to see you in the afternoon or early evening at a place of your convenience? Approximately two hours would be needed for the interview. In the event that you give me approval for the interview, I will contact you when I arrive for the exact time and location.

This study is being done with the approval of Loyola University. The information obtained from the questionnaire and interview will in no way identify the participating community college nor the individual respondent. If you have any questions, please let me know as soon as possible. I am very grateful for your participation.

Very truly yours,

John W. Gianopulos
PRESIDENT'S APPROVAL FORM

TO: Mr. John W. Gianopulos

Approval is given to your visit to ______________________

College on ______________________ Date

Tentative time ______________________ and place ______________________.

The proposed date is inconvenient. Suggested alternative
dates are ______________________, ______________________, and

__________________________.

At this time, we are unable to comply with your request.

President

Please return this form in the enclosed self-addressed envelope
by May 3, 1968. Thank you.
Appendix XI

REPRESENTATIVE FACULTY ORGANIZATION

APPROVAL FORM

To: Mr. John W. Gianopulos

Approval is given for an interview with the head of the representative faculty organization representative on May ____, 1968.

Tentative time_______ and place__________________________

At this time, we are unable to comply with your request.

Name

Position

Organization

Other individuals to be included in the interview session are:

Name

Name

Position

Position

If you wish to be contacted at home, would you please give your address__________________________

Phone ______ Area Code

Please return this form in the enclosed self-addressed envelope by May 3, 1968. Thank you.
Appendix XII

LETTER TO NEWSPAPER EDITOR

Gentlemen:

I am undertaking a study of collective negotiations and implications for public community colleges for my doctoral dissertation and intend to come to your community to do research. Since you are a primary source of information on this subject, I am asking for your cooperation. In order to prepare as much as possible in advance, I would appreciate the following information.

Are back copies of your paper available in original form?

Yes____ No____

Are back copies of your paper available on microfilm?

Yes____ No____

Is it possible to use your newspaper's library?

Yes____ No____

If you have facilities to photocopy clippings from your library, would you do so for a fee?

Yes____ No____

What would be your fee?

A self-addressed, stamped envelope is enclosed for your convenience in replying. I am grateful for your cooperation.

Very truly yours,

John W. Gianopulos
Dear Sir:

I am undertaking a study of collective negotiations and implications for public community colleges for my doctoral dissertation and intend to come to your community to do research. Since you are a primary source of information on the subject, I am asking for your cooperation. In order to be prepared as much as possible in advance, I would appreciate the following information.

Has any research work been done locally on this subject? I am particularly interested in articles, commentaries, statistics or other data relating to teachers' work-stoppage during the past five years.

I will be visiting the community junior college in your area where work-stoppage has taken place and would like to know if your facilities are available to outside students? If they are, what are your library hours?

Thank you for any consideration.

Yours very truly,

John W. Gianopulos
Appendix XIV

LETTER TO PRESIDENT OF COLLEGE AND
HEAD OF REPRESENTATIVE FACULTY ORGANIZATION

The enclosed questionnaire has been developed to acquire a comprehensive body of information concerning the scope of collective negotiation agreements, major issues and outcomes. I earnestly seek your help in gathering data for this study.

"Collective Negotiations" is defined as a process whereby faculty employees as a group and their employers, the board of education, make offers and counter-offers in good faith on the condition of their future relationships for the purpose of reaching a mutually accepted written agreement, memorandum of understanding, or contract covering terms of employment, salaries, and working conditions, in public junior college education.

The terms boycott, recess, sit-in, withdrawal of services, picketing, sanctions, and others which indicate that the teachers did not meet their classes when they were supposed to, are considered work stoppage for this study.

To respond should only require ten to fifteen minutes of your time as most items can be answered by simply checking "yes" or "no".

Please return the enclosed questionnaire in the enclosed, self-addressed, stamped envelope by June 21, 1968. Although your name will appear on the questionnaire, you will in no way be connected with the data you furnish. I am very grateful for your participation.

Very truly yours,

John W. Gianopulos
Appendix XV

A DESCRIPTIVE ANALYSIS OF COLLECTIVE NEGOTIATION AGREEMENTS

IN SELECTED PUBLIC COMMUNITY COLLEGES

IN ILLINOIS AND MICHIGAN

Follow-up Questionnaire
Administration

Instructions are included on the instrument as necessary. Place a check (✓) after the word representing your response or write the answer in the space provided. Correct any incorrect information already entered and complete the remaining items.

College__________________________________________________________________________

Location________________________________________________________________________

Telephone number including area code______________________________________________

Chief administrative officer_______________________________________________________

Name and title of person completing this report______________________________________

1. Founding date of college________________________________________________________

2. Total student enrollment during the peak enrollment term of the 1967-68 academic year__________________________

3. Total number of full-time faculty members_______________________________________
   men________________________________
   women________________________________

4. Total budget for current academic year __________________________
   operating $________________________
   capital $________________________

5. Total population of district ________________

   *approximate
6. Equalized assessed valuation of district *$_5$

7. Does your district have authority to levy taxes? Yes___ No___

8. Can your district increase the tax ceiling without a referendum? . . . . . . . . . . . . Yes___ No___

9. (Circle appropriate letter(s)
Check representative faculty organization)

Faculty organizations represented on campus:
a. American Association of Higher Education
b. American Association of University Professors
c. American Federation of Teachers
d. Faculty council or senate
e. Illinois Association of Community and Junior Colleges
f. National Education Association
g. National Faculty Association of Community and Junior College
h. Other

Approximate number of faculty represented
Most or majority representaive of faculty

10. Is this faculty organization involved in exclusive representation of the faculty? . . . Yes___ No___

11. Effective date and length of agreement

12. Was there any consideration given by the Board to minority opinions? (If so, please comment below) . . . . . . . . . . . . Yes___ No___

13. Did the make-up of the Board's negotiating team include:
the chief administrative officer? . . . Yes___ No___
Board members? . . . . . . . . . . . Yes___ No___
Board attorney? . . . . . . . . . . . Yes___ No___
Others . . . . . . . . . . . . . Yes___ No___

*approximate
Comments concerning items on this page:
14. Who was the chief spokesman for the Board's negotiating team? (Please check)
   ( ) Chief administrative officer
   ( ) Board member
   ( ) Board attorney
   ( ) Special attorney
   ( ) Other - please specify

15. Please check the following real or threatened approaches that have been utilized by your representative faculty organization in dealing with the Board in areas of salaries, working conditions, and terms of employment:
   ___ boycotts
   ___ court injunctions
   ___ picketing
   ___ sanctions
   ___ sit-ins
   ___ strikes
   ___ other work stoppage (please specify)

16. What is your position concerning the role of the chief administrator in negotiations? (Circle appropriate letter)
   a. That he be completely bypassed and have no place in the negotiation process?
   b. That he be the chief negotiator representing the Board in all of its dealings with the staff?
   c. That he be an independent third party in the negotiation process?
   d. That he serve a dual function in advising and representing both the Board and the teachers?
   e. Others: (please specify)

17. How many collective negotiation sessions were held, over what period of time in order to reach agreement on all issues involved?

18. What do you estimate the monetary equivalent of hours spent by both negotiating teams, including legal fees, cost of substitutes, and administrative expenses? $________

19. What percent of the full-time teachers were absent during the work stoppage? ____________%

20. What was the length of work stoppage in days? ____________

Comments concerning items on this page:
21. Does your present agreement include a "zipper" clause assuring that negotiations will not be reopened for a specific period of time? . . . . . . . . . . Yes____ No____

22. How many hours per week of your time is currently taken up by meeting with grievance committees, answering grievances, or dealing with representative faculty organization matters?

23. Does a grievance cover any violation of past practice or policy as well as any violation of the current agreement? Yes____ No____

24. Approximately how many grievances have been initiated against the administration and board at the president's level during the current agreements?

25. Approximately what percent of these grievances have gone on to arbitration?

26. Do you anticipate a work stoppage threat after the current agreement expires? . . . . . . . . . . Yes____ No____

27. Has there been an institutionalization of conflict, a very clear cut "we" and "they" in which it appeared to administrators that the representative faculty organization was solely concerned with faculty welfare? . . Yes____ No____

28. Once negotiations were under way, was it difficult for the Board to provide any kind of countervailing power equal to a work stoppage or threat thereof by the representative faculty organization? . . . . Yes____ No____

29. Do you feel that administrators should form their own organization for purposes of negotiations with the Board? Yes____ No____

Comments concerning items on this page:
30. **Scope of Agreement...**

The following is a listing of items that have been considered for collective negotiations. Please check your opinion of the appropriateness of these items for negotiations. More than one column may be checked.

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<th>Not appropriate for negotiations</th>
<th>Negotiated and agreed upon</th>
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**Leaves:**

<p>| Accumulated sick leave | : | : | : |
| Death in family | : | : | : |
| Exchange teachers | : | : | : |
| Extended Illness | : | : | : |
| Jury duty | : | : | : |
| Leaves for personal reasons | : | : | : |
| Leaves of absence with pay | : | : | : |
| Maternity | : | : | : |
| Military leaves | : | : | : |
| Peace corps | : | : | : |
| Political leaves | : | : | : |
| Professional leave of absence without pay | : | : | : |
| Reimbursement of expenses for leaves of absence to attend conferences | : | : | : |
| Sabbatical | : | : | : |
| Sick leave | : | : | : |
| Special leave | : | : | : |
| Workmen's compensation | : | : | : |</p>
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<td>Scope of Agreement</td>
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<td>Other items: (please specify)</td>
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</table>

31. Which of the items listed in question 30 do you consider administrative prerogatives?

______________________________

______________________________

______________________________

______________________________

______________________________
Please rank the items negotiated and agreed upon in question #30, column three, according to what you consider to be the five top priority items, number one representing the most valuable item negotiated through number five representing the fifth most valuable item negotiated.

Rank Priority of Five Top Items Negotiated:

1. ________________________________
2. ________________________________
3. ________________________________
4. ________________________________
5. ________________________________
Appendix XVI

A DESCRIPTIVE ANALYSIS OF COLLECTIVE NEGOTIATION AGREEMENTS
IN SELECTED PUBLIC COMMUNITY COLLEGES
IN ILLINOIS AND MICHIGAN

Follow-up Questionnaire
Representative Faculty Organization

Instructions are included on the instrument as necessary. Please place a check (✓) after the word representing your response, or write the answer in the space provided. Correct any incorrect information already entered and complete the remaining items.

College ____________________________________________________________

Local representative faculty organization ____________________________

Name and title of person completing this report ________________________

1. Were there any stipulations by the Board for representative faculty organization recognition before the collective negotiating sessions began? Yes ___ No ___

2. Was there any attempt by the Board to impose unilateral conditions before negotiations began? Yes ___ No ___

Because conditions in junior colleges are changing rapidly and significantly, the space below and at the bottom of each succeeding page is left for you to write any comments or explanations which will help to interpret responses and to get a better picture of trends which may be developing. It is urged that you add comments freely, using additional pages if you feel this is desirable.
3. Please check the following real or threatened approaches that have been utilized by your representative faculty organization in dealing with the Board in areas of salaries, working conditions, and terms of employment:

- boycotts
- court injunctions
- picketing
- sanctions
- sit-ins
- strikes
- other work stoppage (please specify)

4. Does major responsibility for curriculum planning of course content belong to the faculty?  .  .  .  Yes  No  

5. Do you support the "agency shop" which while not requiring membership, does require the faculty member to pay to the representative faculty organization the amount of membership dues?  .  .  .  Yes  No  

6. Are administrative personnel included in your representative faculty organization?  .  .  .  Yes  No  

If so, which administrative positions are included?

7. What is your position concerning the role of the administrator in negotiations? (Circle appropriate letter)
   a. That he be completely bypassed and have no place in the negotiation process?
   b. That he be the chief negotiator representing the Board in all of its dealings with the staff?
   c. That he be an independent third party in the negotiation process?
   d. That he serve a dual function in advising and representing both the Board and the teachers?
   e. Other

8. How many collective negotiations sessions were held over what period of time in order to reach agreement on all issues involved?
9. Does your agreement include binding arbitration? Yes  No

10. Does your present agreement include a "zipper" clause assuring that negotiations will not be reopened for a specific period of time?  Yes  No

11. Does a grievance cover any violation of past practice or policy as well as any violation of the agreement?  Yes  No

12. What is the number and composition of the representative faculty negotiation team?

13. Does the representative faculty organization campaign actively for Board candidates whom they feel would be sympathetic to the representative faculty organization cause?  Yes  No

14. Do you believe that strikes will be more frequent and will become, for at least a period of time, a way of life?  Yes  No

15. Scope of Agreement...

The following is a listing of items that have been considered for collective negotiations. Please check your opinion of the appropriateness of these items for negotiations. More than one column may be checked.

<table>
<thead>
<tr>
<th>SCOPE OF AGREEMENT</th>
<th>Appro</th>
<th>Not appro</th>
<th>Negotiation</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITEM:</td>
<td>priate</td>
<td>priate</td>
<td>tated and</td>
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### SCOPE OF AGREEMENT

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### Grievance Procedures:

| Binding arbitration             |        |            |                             |
| Definition                      |        |            |                             |
| Faculty representation         |        |            |                             |
| Hearing and conferences        |        |            |                             |
| Initiation of a grievance      |        |            |                             |
| Meeting classes                |        |            |                             |
| Rulings and adjustments        |        |            |                             |
| Steps in grievance procedures  |        |            |                             |
| Time limit                     |        |            |                             |

Conformity Law-Saving Clause:  

Duration of Agreement:  

No-Strike Pledge:  

Restriction of Faculty Activities:  

Scope of Agreement:  

Other items: (please specify)
16. Which of the items listed in question #15 do you consider administrative prerogatives.


17. Please rank the items negotiated and agreed upon in question #15, column 3 according to what you consider to be the five top priority items, number one representing the most valuable item negotiated through number five representing the fifth most valuable item negotiated.

Rank Priority of Five Top Items Negotiated:

1. ____________________________
2. ____________________________
3. ____________________________
4. ____________________________
5. ____________________________
Appendix XVII

A DESCRIPTIVE ANALYSIS OF COLLECTIVE NEGOTIATION AGREEMENTS
IN SELECTED PUBLIC COMMUNITY COLLEGES
IN ILLINOIS AND MICHIGAN

Schedule of Structured Interview Questions
Administration

1. What were the key economic and non-economic issues presented before the Board?

2. Were these the same key issues that caused the work stoppage?

3. Besides the key issues, do you believe that other issues were involved? If so, what were they?

4. Did you reach an impasse in your negotiating? Over what issues or issue? How was it resolved?

5. What have you found to be the most effective procedure against the impasse?

6. Could the outcomes have been achieved without a work stoppage?

7. Do you believe that any of the outcomes had a substantial bearing on the educational program of your district?

8. When can a strike be tolerated?

9. How many unanticipated post agreement issues have arisen?

10. In what ways were any of the key issues concerned with student welfare?

11. In your opinion, what has been the effect of negotiations on the staff, students, and the community?

12. Which academic segment of/or discipline within the faculty is most militant?
13. What bearing or influence did the faculty rallies, the crossfire of releases and statements accompanying the negotiating sessions seem to have on the negotiations? Which action had the greatest influence on negotiations?

14. Do you believe that in the long run, negotiations at the local district level will be an exercise in futility simply because more and more boards will have less and less with which to negotiate?

15. Do you believe that the representative faculty organization acts to stifle change in the educational program rather than encourage innovative programs?

16. What is the appropriate role of the campus head in the process through which his colleagues may share in policy making, particularly when their salaries, benefits, and working conditions are involved?

17. What do you see as the specific issues facing public community colleges in the future in the area of collective negotiations?

18. What type of faculty collective negotiations do you prefer? In what specific ways would you expect such negotiations to contribute to a resolution of specific issues facing community college faculty?

19. Would you recommend collective negotiations to other community colleges?
Appendix XVIII

A DESCRIPTIVE ANALYSIS OF COLLECTIVE NEGOTIATION AGREEMENTS
IN SELECTED PUBLIC COMMUNITY COLLEGES
IN ILLINOIS AND MICHIGAN

Schedule of Structured Interview Questions
Representative Faculty Organization

1. What were the key economic and non-economic issues presented before the Board?
2. Were these the same key issues that caused the work stoppage?
3. Beside the key issues, do you believe that other issues were involved? If so, what were they?
4. Did you reach an impasse in your negotiating? What was the impasse? How was it resolved?
5. What were the outcomes of the key economic and non-economic issues presented before the board?
6. Could the outcomes have been achieved without a work stoppage?
7. Do you believe that any of the outcomes had a substantial bearing on the educational program of your district?
8. In your opinion, what has been the effect of negotiations on staff, students, and the community?
9. What bearing or influence did the faculty rallies, the crossfire of releases and statements accompanying the negotiating sessions seem to have on the negotiations? Which action had the greatest influence on negotiations?
10. What sources of irritation were present at the negotiating session?
11. How many unanticipated post agreement issues have arisen?

12. Do you feel that your organization must still work strenuously to raise salaries and fringe benefits to levels attained at other community colleges? If so, what is the range of salary you propose and what junior college system is setting the pace in this area?

13. Where will the funds be obtained to pay additional costs for increased benefits?

14. Do you believe that in the long run, negotiations at the local district level will be an exercise in futility simply because more and more boards will have less and less with which to negotiate?

15. What is the appropriate role of the local representative faculty organization in the process through which the organization may share in policy making, particularly when its salaries, benefits, and working conditions are involved?

16. What do you see as the specific issues facing public community colleges in the area of collective negotiations?

17. What type of faculty collective negotiations do you prefer? In what specific ways would you expect such negotiations to contribute to a resolution of specific issues facing community college faculty?

18. What is the major end of the representative faculty organization?
Appendix XIX

Characteristics of Selected Community College Districts

<table>
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<tr>
<th>Dist.</th>
<th>Date</th>
<th>Popula-</th>
<th>No.</th>
<th>No. of Faculty</th>
<th>Total Enroll.</th>
<th>Rep.</th>
<th>Length</th>
<th>Type of actual or threatened work stoppage</th>
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</thead>
<tbody>
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<td>I</td>
<td>1961</td>
<td>250,000</td>
<td>123</td>
<td>4,660</td>
<td>1,525,118</td>
<td>Local</td>
<td>1 yr.</td>
<td>picketing Forum*</td>
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<tr>
<td>II</td>
<td>1962</td>
<td>565,000</td>
<td>250</td>
<td>10,059</td>
<td>6,616,744</td>
<td>Local</td>
<td>1 yr.</td>
<td>picketing, sit-in, sanctions, injunction, strike</td>
</tr>
<tr>
<td>III</td>
<td>1946</td>
<td>175,000</td>
<td>48</td>
<td>2,400</td>
<td>1,293,500</td>
<td>AFT</td>
<td>1 yr.</td>
<td>picketing, sit-in, strike, sanctions</td>
</tr>
<tr>
<td>IV</td>
<td>1956</td>
<td>170,000</td>
<td>86</td>
<td>3,200</td>
<td>1,698,630</td>
<td>AFT</td>
<td>1 yr.</td>
<td>strike</td>
</tr>
<tr>
<td>V</td>
<td>1918</td>
<td>38,000</td>
<td>120</td>
<td>3,808</td>
<td>2,104,000</td>
<td>AFT</td>
<td>1 yr.</td>
<td>picketing, strike</td>
</tr>
<tr>
<td>VI</td>
<td>1938</td>
<td>115,000</td>
<td>168</td>
<td>11,545</td>
<td>4,600,000</td>
<td>AFT</td>
<td>1 yr.</td>
<td>picketing, strike</td>
</tr>
<tr>
<td>VII</td>
<td>1923</td>
<td>200,000</td>
<td>206</td>
<td>6,558</td>
<td>4,817,174</td>
<td>NEA</td>
<td>3 yrs.</td>
<td>picketing, strike</td>
</tr>
<tr>
<td>VIII</td>
<td>1924</td>
<td>145,000</td>
<td>51</td>
<td>3,185</td>
<td>1,734,000</td>
<td>AFT</td>
<td>1 yr.</td>
<td>picketing, strike</td>
</tr>
<tr>
<td>IX</td>
<td>1911</td>
<td>3,500,000</td>
<td>940</td>
<td>36,000</td>
<td>21,900,000</td>
<td>AFT</td>
<td>2 yrs.</td>
<td>boycotts, court injunctions, picketing, strikes</td>
</tr>
<tr>
<td>X</td>
<td>1946</td>
<td>100,000</td>
<td>58</td>
<td>3,100</td>
<td>1,500,000</td>
<td>AAUP</td>
<td>1 yr.</td>
<td>sanctions **</td>
</tr>
</tbody>
</table>

*No national affiliation

**Threatened work stoppage
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The dissertation submitted by John William Gianopulos has been read and approved by the members of the School of Education.

The final copies have been examined by the director of the dissertation and the signature which appears below verifies the fact that any necessary changes have been incorporated and that the dissertation is now given final approval with reference to content and form.

The dissertation is therefore accepted in partial fulfillment of the requirements for the degree of Doctor of Education.

January 14, 1977
Date

[Signature of Adviser]