

Winter 2005

Faculty perceptions of the effects of collective bargaining agreements on their professional roles: The New England public higher education experience

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FACULTY PERCEPTIONS OF THE EFFECTS OF COLLECTIVE BARGAINING
AGREEMENTS ON THEIR PROFESSIONAL ROLES:
THE NEW ENGLAND PUBLIC HIGHER EDUCATION EXPERIENCE

By

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DISSERTATION

Submitted to the University of New Hampshire
In Partial Fulfillment of
The Requirements for the Degree of

Doctor of Philosophy

in

Education

December, 2005

UMI Number: 3198005

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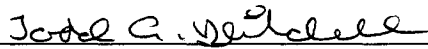
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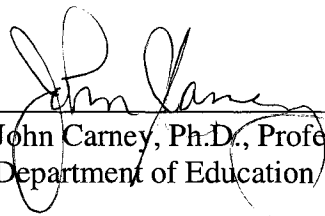
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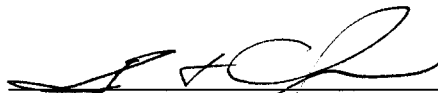
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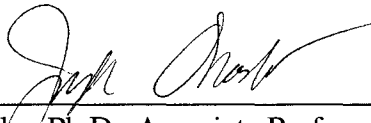
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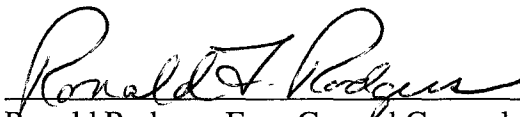
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Date

DEDICATION

Above all others, this work is dedicated to my husband, Larry A. Hamer. Without his constant love and support, his belief in my abilities, and his reassuring prodding to “get it done” none of this would have been possible.

“Last night I did not sleep
But lay awake from midnight while the world
Turned its slow features to a moving deep
Of darkness, till I knew that you were furled,
Beloved in the same dark watch as I.”

“In Hospital: Poona” Alun Lewis 1915-1944

It is also dedicated to my father-in-law and mother-in-law, Kenneth and Pauline Hamer for their understanding as to why I was ‘occupied’ so much for the time.

It is dedicated as well to my dearest friend, Barbara A. M. Maloney, for her constant support that **IT** would be over and done with, and that I can soar, even if someone is looking while I attempt it.

It is dedicated to a new friend who met me in the midst of this writing, Jo Whiting, who took up my cause even in the midst of her own trials.

And lastly, it is dedicated to the many loved ones who started with me on this journey but who I lost on the way, my parents Dorothy and Lionel Nobert, and ZH, DH, FH, PN, and FN.

I also thank M. M. H. and J. B. H. for their love and support, and their watchful glances as I spent so many hours hunched over a keyboard.

ACKNOWLEDGEMENTS

This dissertation would not have been started or completed without the support and guidance of Todd DeMitchell, Ed.D., Chairperson of my Dissertation Committee. He believed I could engage in such an endeavor, and more importantly finish it, and I thank him for his guidance and for continuing in this degree seeking effort with me for more than a decade. His counsel spurred my efforts and his zest for the subject ignited a similar interest on my part.

I must acknowledge the advice and aid of John Carney, Ph.D., who willingly stepped in to serve as my Chair for a time and who reminded me that this was not my magnum opus...and done is better than anything, and for lending the viewpoint of labor.

Many grateful words are owed to Harry Richards, Ph.D., Dean of the Graduate School, and also of my Committee, for his many years of encouragement and for lending an ear when I most needed one to bend....not to mention the granting of a few extensions.

I am grateful also to Ron Rodgers Esq., who did not have to undertake service on my Committee but graciously did so and offered me the legal viewpoint that was needed.

A thank you to Joe Onosko, Ph.D., who served as well on my Committee and encouraged my writing, knowing I could do better and who sought the improvements he knew I could produce.

I wish to acknowledge and thank Grant Cioffi, Ph.D., who joined my Committee later, in a time of need, and contributed significantly to the improvement of the statistical analysis and who understood that I was indeed a student of it and not an expert.

Thank you very much as well to Ann Diller, Ed.D., for her support and guidance in the Dissertation seminars, and beyond that context, and for her belief that I would graduate!

And finally I would like to thank and acknowledge the contributions of Casey Cobb, Ph.D., who aided me in the early stages of the proposal and the survey drafting. And for the technical assistance of Jeff Skowronek, Ph.D., for his tutoring in SPSS, and to Micki Canfield for her wonderful beautification project formatting the dissertation and its components. Also thanks to the many who aided me in the review and testing of my survey, but especially: Frank Annunziato, Ph.D., James Begin, Ph.D., Robert Cloud Ph.D. and John Schwaller, Ph.D.

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ABSTRACT

FACULTY PERCEPTIONS OF THE EFFECTS OF COLLECTIVE BARGAINING AGREEMENTS ON THEIR PROFESSIONAL ROLES: THE NEW ENGLAND PUBLIC HIGHER EDUCATION EXPERIENCE

By

Nancy J. S. Hamer

University of New Hampshire, December, 2005

This study, a combination of quantitative and artifact analysis, examined how New England public college and university faculty perceived their professional concerns were affected by working under a collective bargaining agreement. The professional concerns, derived from the pertinent literature, included the following: the ability of the faculty to effectively influence who joined the faculty ranks; their powers to determine the curriculum, with their related instructional practices/delivery systems, and the setting of degree requirements; determining their teaching, scholarship, and service requirements; assuring the exercise of academic freedom, and reasonable shared governance.

Coupled with these professional concerns were three research questions that also were the study's focus:

- (1) Does collective bargaining facilitate or inhibit faculty professional autonomy?
- (2) Is it important to their sense of professionalism?
- (3) Do collective bargaining agreements support professional autonomy?

For the survey phase, 650 faculty, drawn from thirteen four-year public institutions within New England, were surveyed to ascertain their perceptions on how their contracts affected their professional concerns. For the artifact phase, the collective bargaining contracts of the thirteen institutions were examined to see if the contracts' language might impinge on the professional concerns of the faculty.

The 141 total surveys received after an initial and a follow-up mailing, were analyzed using factor analysis and ANOVAs. The results showed that the respondents perceived that their professional concerns were adequately addressed by their collective bargaining agreements. Also faculty felt that their shared governance role was more secure.

There were differences among the survey responses based on union membership with regard to the agreements working as a balance on administrative powers, with significant differences found between those not in a union, and members of AAUP, AFT, and NEA. However, what faculty sought in their contracts to ensure a faculty role in shared governance was in fact very limited in the actual contracts' language.

Information gained from this study may inform the collective bargaining process for both sides of the table and lend an understanding of the impact of these agreements upon their respective institutions.

CHAPTER 1

INTRODUCTION

In the landmark 1980 U.S. Supreme Court case dealing with collective bargaining and higher education faculty within private institutions, *National Labor Relations Board v. Yeshiva University*, Justice Brennan in delivering the dissenting opinion wrote,

The Court's conclusion that the faculty's professional interests are indistinguishable from those of the administration is bottomed on an idealized model of collegial decisionmaking that is a vestige of the great medieval university. But the university of today bears little resemblance to the "community of scholars" of yesteryear. Education has become "big business" and the task of operating the university enterprise has been transferred from the faculty to an autonomous administration, which faces the same pressures to cut costs and increase efficiencies that confront any large industrial organization. The past decade of budgetary cutbacks, declining enrollments, reductions in faculty appointments, curtailment of academic programs, and increasing calls for accountability to alumni and other special interest groups has only added to the erosion of the faculty's role in the institution's decisionmaking process (pp. 702-703).

The opinion, rendered over twenty years ago, was written at a time in which higher education may have had a more collegial environment rather than a more corporate environment of today in which students become consumers and research produces immediate applications. However, current scholars of higher education such as Christopher Lucas (1994; 1996) argue that the true collegial organization in American higher education never truly existed but is rather the product of rose-colored hindsight. But few today would dispute Justice Brennan's viewpoint that higher education has in large part digressed from the concept of being a faculty centered, collegial organization with shared authority between faculty and administration to one in fact with

characteristics more akin to a corporate entity. These include a hierarchical decision making structure with specialized occupational classifications and categories with advanced stages of bureaucratization and an organizational emphasis on “orderliness, efficiency, accountability and quantification” (Lucas, 1994, p. 192).

As higher education in the United States in the twentieth century was challenged to broaden the base of its student population to include women, minorities, and older learners it saw its mission expand and diversify (Lucas, 1994). Then again, through its research partnerships with government and industry, it found its mission base expand even further along with its funding sources (Lucas, 1994). One of the related features of this expansion is that the new constituencies of students and funding sources demanded more input into the formulation of the mission of the institution and in how the institution would be run (Lucas, 1994). New demands on the institution’s mission led to new staffing patterns that demanded specialized skills, both professional and technical, and resulted in new organizational structures such as statewide systems of higher education that excluded the faculty from many functions and decision making paths within their institutions (Kemerer & Baldrige, 1975; Johnstone, 1981). New funding sources demanded increased accountability and so more new functions with positions assigned to them within institutions sprang up solely for that purpose. Over time faculty were restricted to mainly academic matters and in seeking to maintain an outlet for their voices to be heard in the decision making process, they attempted to rely on traditional structures of shared governance such as faculty senates (Cunningham, 1984). However, faculty whose voice was diminished by the din of so many other voices which attempted to influence decisions affecting them and their institution, turned to other means to

reassert their influence, one of which was collective bargaining (Kemerer & Baldrige; Schuster, 1974; Johnstone, 1981). Ironically, faculty who sought relief from the bureaucratization of their academic institution, and a stronger voice in the decision making process beyond academic matters alone and on issues that affected their professional lives, turned to tools of the industrialized sector and its bureaucracies, collective bargaining and the labor union.

According to past research, in most instances the outbreak of collective bargaining activity on campuses can be traced to the faculty's wish to counterbalance what is perceived to be an increase in administrative power and an erosion of the faculty's influence (Schuster, 1974; Johnstone, 1981). In related studies it was found that collective bargaining can also be viewed as an attempt to at least maintain the status quo and retain certain academic traditions and values in the face of internal and external threats on faculty rather than introduce reform of the profession (Schuster 1974; Kemerer & Baldrige, 1975). Kemerer and Baldrige (1975) explained the thrust to unionize on the part of faculty as being driven by two types of faculty with differing motives: those who sought to preserve what they had earned (tenure, rank and stature), and those who felt deprived (in terms of salary, rank, and privileges). In the latter case, this sense of deprivation derived from a perception by newer faculty that due to changes in institutional administration, funding and oversight, they would never receive the working conditions that the senior faculty enjoyed, such as tenure, better salaries and job security (Kemerer & Baldrige, 1975). While newer faculty felt threatened by not being able to attain what had been promised, the senior faculty were anxious about losing what they had already earned (Kemerer & Baldrige, 1975). Based on studies of institutions

undergoing changes in their governance structures, and another study on institutions engaging in collective bargaining, Kemerer and Baldrige (1975) found that the motive of alleviating perceived 'deprivation' on the part of faculty underlies the faculty incentive to unionize. This underlying motive of deprivation, coupled with the sense that academic traditions needed to be secured for the future, may explain in part why the unionization of faculty came first to institutions where faculty felt their influence to be weak on the institutional decisions that affected their professional life and working conditions.

However, the advent of unions as a mechanism to protect, preserve and negotiate for improved faculty working conditions posed and still poses a dilemma for some faculty. The dilemma is how to reconcile the needs of a profession with unionization and collective bargaining. For many, the terms unionization and professionalization are not an easy fit. The term 'professor' associated with engagement in the 'academic profession.' Indeed while the academic profession is not one of the three historic professions of medicine, law, or the church, it has through the evolution of time acquired that ranking (Bennett, 1998). As a profession it can, to varying degrees, fit the general description that, according to Rich (1984), includes: the attainment of specialized and societal valued knowledge over a prolonged period of time, a significant degree of autonomy to practice and apply specialized knowledge, an altruistic sense to serve the interests of related constituencies (service above self), a commitment to serving the public interest, and an associated code of ethics with self-regulatory mechanisms for its members.

The academic profession also possesses other characteristics that unite its members under one customary rubric and uniquely highlight its stature as the seedbed for

the other professions of medicine, law and the church. These characteristics include periods of apprenticeship (graduate training, research and teaching assistantships), a novitiate or residency (the pre-tenure years), generally accepted codes of conduct (academic freedom, research ethics), and for most of its members a shared commitment to a common calling (teaching, research and public service).

Utilizing a union model based on traditional industrial labor relations to represent a professional group characterized by individual autonomy in which personal merit is recognized through both the salary structure and tenure process challenges the applicability of the model for both sides of the issue, faculty and institutional administration (Rabban, 1991). This questionable fit opens the question of whether faculty can have their professional interests served by a model devised for workers whose productivity could be measured easily in quantifiable output. Some faculty may reconcile this problem by taking a dualistic approach. They consider union membership and collective bargaining as necessary to attaining desired working conditions, but they look to other venues to influence academic and professional concerns such as a faculty senate or through committee work (Rabban, 1991).

Union representation and the traditional industrial collective bargaining model for faculty also challenges the administration to attempt to deal with the faculty on two different levels: on one level as “employees” during the contract negotiation phases and when enforcing a contract, and as valued professionals when seeking input on curricular and student matters, thereby creating the potential of a two-silo approach to institutional management overall (Rabban, 1991).

But this then raises some interesting issues. If each faculty member within higher education is considered a member of a 'profession,' what role has a union, and more specifically a collective bargaining agreement, playing in defining the rights and privileges of the group as professionals in matters outside salaries and benefits? In considering this question it must be assumed that a faculty union either devises a way to be successful in representing the professional aspects of the faculty role, or it remains constrained to deal only with traditional bread and butter issues. Another issue is if faculty unions, through collective bargaining, venture into the professional aspects of faculty life, is it, from the viewpoint of the faculty, an appropriate and effective means of preserving the rights and roles associated with their place and rank within an institution? On this point, the literature appears to be mixed to date. For example, some studies have reported that collective bargaining has strengthened the peer review process (Lee 1992). However, another example in this realm indicated that professional roles were weakened when the advent of collective bargaining created an adversarial climate between faculty who were in the bargaining unit and department chairpersons who were not in the unit (Cunningham, 1984).

And finally, if collective bargaining agreements can both encapsulate management's prerogatives as well as define faculty rights, is it possible that the agreements could work more to enhance management's discretionary power to manage the faculty's role and participation in governance than to insure the faculty's rights as professionals? Considering this question for a bit, could it be that institutional administrations have found a way to use the collective bargaining process to reconstruct the faculty role into a new category of employee, that of the "managed professional" as

defined by Rhoades (1998) rather than that of the autonomous professional? While educational institutions did not introduce collective bargaining for faculty, over time it is likely that management has made attempts to utilize collective bargaining to support its objectives. And conversely, it would also be probable that faculty attempted to use collective bargaining agreements to make inroads into management's prerogatives.

Purpose of this Study

The purpose of this study is an examination of the relationship between the professional concerns of faculty and collective bargaining. The driving questions centered on whether unionization was fundamentally compatible with the traditional definition of a "professional," as perceived by the faculty surveyed, and what faculty perceived about their collective bargaining agreements as being agents of hindrance or facilitation when it came to examining their professional concerns. Those professional concerns identified for the purposes of this study are identified below.

Faculty Professional Concerns

- (A) The ability of the faculty to effectively influence who will join and continue on the faculty.
- (B) The ability of the faculty to determine the curriculum.
- (C) The ability of the faculty to determine what instructional practices/delivery systems will be used their classrooms.
- (D) The ability of the faculty to set the requirements for granting of a degree.
- (E) The ability of the faculty to determine their teaching scholarship and service requirements.
- (F) The right of the faculty to exercise their academic freedom.

- (G) The ability of the faculty to exercise reasonable shared governance, (exercising a wider role in institutional governance beyond the classroom and the department level).

To accomplish this work, the study relied on a combination of survey research and contract analysis. For the survey phase, 650 faculty drawn from 13 four year public institutions within New England were surveyed to ascertain their perceptions on how their contracts may be affecting their professional concerns, as defined above. For the contract analysis phase of the research, the collective bargaining contracts of the institutions that employed the surveyed faculty were examined to ascertain if there was language in the contracts that might impinge on the professional concerns of the faculty or aid, facilitate, or hinder them.

Research Questions

- (1) Do faculty perceive that collective bargaining facilitates or inhibits their professional autonomy?
- (2) Do faculty perceive that collective bargaining in general is important to their sense of professionalism?
- (3) Do the collective bargaining agreements support professional autonomy?

Information gained from this study may assist unions in understanding the impact that their management of the collective bargaining process might have on faculty's professional concerns. It may also aid faculty in understanding more about the perceptions of their colleagues with regard to the role collective bargaining plays in influencing specific aspects of their professional lives. In addition, administrations engaged in collective bargaining might find the information gained from this study of

possible use in understanding more about the collective bargaining process and its impact on faculty and administration relations.

Definition of Terms

Academic Freedom: This definition is based on the American Association of University Professors 1940 Statement of Principles on Academic Freedom and Tenure that was updated by that organization in 1970 (AAUP, 1999). In summary, it states that faculty should be entitled to the freedom to pursue their research and the publication of such results, with companion freedom in the classroom to engage in conversations about their subject. In addition, it affirms the rights of faculty as citizens, entitled to protection of their free speech rights as such under the First Amendment of the Constitution, without institutional censure when exercising those rights.

Alternative Delivery Systems: As a term, for the purposes of this study, this label is used to encompass the new array of technology in the classroom currently being employed by higher education institutions to deliver instruction both on campus and off. It includes distance-learning technology through closed circuit television and cable systems, as well as videotaped courses and Internet based instruction.

Intellectual Property: This term refers to the general protections provided by the Copyright Act of the United States that grants authors and other creative occupations the exclusive rights to the recognized ownership of their work and with the sole rights to authorize the reproduction their work, or to use it as a foundation from which to create other works. Once authors, or other creative occupations, are awarded this formal recognition of ownership, no replication of their works can be made without their express permission (or that of their legal designees). The term is meant to encompass all creative

works from course materials to software, the written word, and oral and performed works in addition to music compositions, and inventions of chemical, mechanical and other physical natures. It may even at times include ideas and concepts.

Managed Professionals: As opposed to the concept of “independent professional,” the “managed professional” works within a formal bureaucratic and structured organization, unlike the former, and is treated more as an employee than as an independent contractor. According to Rhoades (1998), managed professionals are valued for their technical knowledge and expertise, but they do not constitute the primary influence on the management decisions of the organization. Instead, the use of managed professionals within a formal organization reinforces the expanded use of managerial discretion to direct the work of such managed professionals.

Post-tenure Review: This term refers to a system of planned evaluation of faculty who have already been awarded tenure. The distinguishing characteristics of this process include such items as annual reports to judge productivity in research and teaching as well as public service on and off campus, coupled with peer review mechanisms, teaching evaluations by students, and prescribed reviews as part of overall accreditation and programmatic reviews.

Reward Mechanisms: This term encompasses the traditional promotion and tenure systems in place within most traditional, four-year higher education institutions based upon the three-pronged work of research, teaching and public service.

Stratification: The byproduct of faculty collective bargaining agreements which contain an uneven treatment of salary issues and other matters related to faculty rank, tenure, and hiring conditions. Essentially, it is a byproduct that results in a situation where there are multi-layered systems of faculty appointments which function under a variety of salary scales and other related working conditions.

CHAPTER 2

REVIEW OF THE LITERATURE

Introduction

The literature that informs this study begins with a discussion of what constitutes a profession. From that beginning point, the role and work of faculty is discussed within the context of what constitutes a profession. Once the foundation of the professoriate as a profession has been laid in this discussion as noted above, the work of unions will be explored to further inform the background for the study. Next, collective bargaining in higher education and the pertinent court cases that shape the legal contours of collective bargaining will be reviewed. The last section, Related Studies, will discuss the research of Rhoades (1998) on the impact of collective bargaining agreements on faculty's professional roles.

What Constitutes a Profession?

According to *Webster's New Universal Unabridged Dictionary*, the third level definition under "professional" is "a vocation or occupation requiring advanced training in some liberal art or science, and usually involving mental rather than manual work, as teaching, engineering, writing, etc.; especially, medicine, law or theology (formerly called the *learned professions*)" (*Webster's New Universal Unabridged Dictionary*, 1983, p. 1437).

But intrinsically, what sets apart work that is considered 'professional' from other categories of occupations? Why does one occupation that is more mental labor than

physical, to refer to the definition in Webster's, achieve the status of "professional," while another with the same balance of mental versus physical labor does not?

Pavalko (1971) posited that there are eight central characteristics that set professional work apart from other occupations. Using these eight characteristics as a base, the degree to which a type of work embodies them leads to a determination of whether the work could be considered traditionally professional or not. These characteristics as described by Pavalko (1971) are:

- (1) Theory or Intellectual Technique. This aspect refers to the level on which the work relies on a systematic body of theory and esoteric, abstract knowledge. In many cases such knowledge may be the result of scientific research or be comprised of a set of normative rules or customs. Adherence to, and a mastery of, the theory and technique associated with the field are the foundation upon which a professional's expertise resides.
- (2) Relevance to Basic Social Values. While it may often be difficult to fully define what a society's social values are, work that is considered "professional" lays claim to the notion that it is centered on the goal of furthering or sustaining basic social values. An example would be the effort of legal professionals to support justice as a value of the society, or the work of doctors to pursue the goal of better health for the populace. Essentially, whether the work is intrinsically beneficial to alleviating in some way the woes of the society becomes another measurement as to whether the work is "professional" in nature or not.
- (3) Training, Presumably Long, and Based on Complex Ideas. Professional work is characteristically marked by a long period of training leading up to its practice.

The longer the training usually, the more “professional” the type of work involved. Additionally, the training is marked by its distinct effort to infuse into the novice, “professional in training,” a body of knowledge that is significantly developed and specialized in content with a high degree of reliance on abstract, esoteric knowledge. This training further involves understanding a knowledge base that is highly reliant on the manipulation of ideas and symbols rather than simply the manipulation of physical objects. But distinct to this type of training is the degree to which the novice professional is indoctrinated into a distinct set of values and norms, oriented in fact into a specific subculture with distinct role conceptions of behavior.

- (4) Motivation. The coupling of service and self-interest as motivational platforms for why the work is done helps to determine if work is professional or not. If a group considers itself as embodying the characteristics of a professional calling, then its members adhere to the principle that service to the public and their clients is the *ideal*. In this ideal, the work is motivated by a desire to serve the best interests of the public welfare and the individual client, rather than for personal monetary gain. It is an ideology embraced not only by its members but one publicly acknowledged and with an expectation that it will be adhered to by the members of the profession. For example, patients may not be capable of ascertaining (at least, not in all circumstances) whether the advice they receive from doctors is accurate. They usually have to trust in the physicians’ training and their adherence to a code of ethics, which is supposed to put the patients’ best interests at the core of their motivation. In a similar vein, students place their

trust in faculty to be instructed in manner that places the students' interests first.

While the precise individual motivations of distinct professionals in practice may vary, collectively, as a "profession," the motivation of that group has to be one of altruistic service, or the occupation group really does not qualify for the label of "profession."

- (5) **Autonomy.** It is the expectation of the members of a profession that they have high degrees of self-regulation and self-control. As a collective, they usually control to a large extent who may enter into the profession, and they serve as the only adequate judges of what constitutes effective performance by members of their profession. To complement this collective autonomy, there is also the expectation that there is a significant degree of autonomy for the individual practitioner. "This concern is expressed, for example, in resistance to supervision, especially if supervision is by someone outside the profession" (Pavalko, 1971, p. 22).
- (6) **Sense of Commitment.** A long-term commitment to the practice of the work and its ideals is a commonly accepted tenet of a professional life. At the extremes of this would be a sense of "calling" to the work, indicative of the clerical life. But, such attractions can also be found in examples of teaching, medicine, and the law, where practitioners often indicate they were drawn to the field by a sense of higher purpose and a commitment to a set of professional ideals.
- (7) **Sense of Community.** The professions are further marked by the shared sense of identity felt among its members founded on a common set of norms and values. While these norms may in part work to control professional behavior, they also

provide a context on which other activity may be based, such as how leisure is spent or how interpersonal relationships are conducted. Most important, these shared sets of norms and values are inculcated into the training of novice professionals, making the acceptance of them part of the orientation and socialization of new members into the group.

- (8) Codes of Ethics. Codes of ethics in professional groups not only serve to reinforce normative behavior among its members but work to further substantiate a professional group's commitments to an ideal of service and a high standard of delivered expertise to the public. The existence of a set of ethics assures the clients served by a professional group that there are standards of practice for the service they are receiving and helps to regulate the profession internally. This internal regulation is important, for if only members of professions can be adequate judges of their peers because only they know if the service is being performed correctly, the existence of a code of ethics allows a standard for internal measurement. These codes of ethics therefore act somewhat as a safeguard from intrusive regulation by those outside the profession by providing evidence that the profession has a means of policing their own conduct.

To add further depth to the above criteria, it is helpful to consider that professions characteristically have been portrayed in sociological terms as mechanisms devised to contain, disseminate, and control the flow of expertise (Rhoades, 1998). The key is the autonomous control of the various terms, conditions, and domains of work that are the hallmarks of a profession, along with the control over who shall have the expertise (Rhoades). But intrinsically, a profession is a way to organize work in a way that adds to

the values of society. Frequently, throughout history the boundaries of professional groups have clashed with one another to alter the boundaries of each and renegotiate new terms and territories of operation for each (Abbott, 1988). For example, the realms of medicine and law had to disassociate themselves from the boundaries of the church in Western society to become their own professions.

Additionally professions themselves exhibit internal struggles as they adapt to changes from without demanded by society and internally created by factional differences over how the profession should develop and be regulated (Abbott, 1988). According to Abbott (1988), negotiations take place on an informal basis to determine the roles each profession will play in society. He perceived professions as “systems” that have renegotiated boundaries after interacting with other professional “systems” based on each group’s self-analysis of the objective and subjective qualities of their work. At the basis of this “systems” concept is the control of tasks for each professional system.

Brint (1994) added to this picture of a profession as a “system” depicted by Abbott (1988) by offering the analysis that professions are also internally stratified based on their professional and political beliefs, as well as influenced by market forces and their location within certain organizations. He further postulated that professions are changing from styles of “social trustee professionalism” which is aligned with the moral dimensions of work and views professionals as the guardians of societal valued knowledge, to a style of “expert professionalism” where the technical advice of professionals is what is valued. Brint suggested that the professions are no longer rising above the excesses of the marketplace, as once theorized, but are now inexorably drawn into it and influenced by it.

However, professions face a rapidly growing dilemma when placed in the reality of the workplace and the marketplace at the beginning of the millennium. Increasingly, members of the traditional professions are no longer lone agents acting as autonomous practitioners of their learned work. In order to do what professionals do, they must often do it in the context of a larger, often very bureaucratic organization. This is consistent with the work of professionals.

Doctors now usually work within hospital settings, or as members of a practice, and both settings are increasingly governed by the dictates of health management organizations and federal agencies with their regulations. Increased regulations generally lead to even more bureaucracy in order to insure compliance with standards, mandated rules, procedures, and legislated guidelines, so as the medical profession finds itself ever more governed by outside organizations, and federal and state mandates, the need for bureaucracy grows (Freidson, 1994). Another need for the increased bureaucracy has been the rise in the use of technology and the delegation of work into new specialties controlled by new professions or emerging, semi-professions especially throughout the later half of this century (Pavalko, 1971; Abbott, 1988).

Lawyers, generally considered members of a profession traditionally characterized by individual practitioners, now find themselves more and more working within larger organizations. This has resulted as the market in this country for the autonomous practitioner has dwindled, and the benefits of working within a large practice have been found so economically appealing both to the individuals in them and to the complex corporations in which many serve (Abbott, 1988). And while the clergy have historically been tied to a larger entity in most cases, they collectively have been

impacted by the creation of bureaucracies established by relatively new professions. These new professions, particularly those related to psychiatry, counseling, and social work, and the rise of their related bureaucracies, have altered the scope of the clergy and redefined their profession (Abbott, 1988).

Teaching, like the clergy, has historically been rooted in a collective work group with varying degrees of bureaucracy at least since medieval times, and indeed, the roots of teaching, especially those in what could be deemed in higher education extend from their origins in the clergy (Freidson 1994; Lucas, 1994). However, teaching as a profession at all levels has been transformed, similar to the practice of medicine, law, and the clergy, by the encroachment of new, emerging professional groups, by technology, and by a focus on specialization within the field of education (Abbott, 1988; Lucas, 1994). It has further felt the impact of ever growing bureaucracies as it has been delegated an increasing number of responsibilities by society and its various players of government, corporations, and citizens (Lucas, 1994; 1996). And ironically, at the university level, teaching has been affected significantly by other professions that have looked to higher education to help define their own professional standards and as the place to settle issues arising from inter-professional jurisdictional disputes over forms of work and ownership of subject matter (Abbott, 1988).

The point becomes then that if autonomy is prized as a key element of professional work, how is it threatened when professionals find their work setting to be increasingly characterized as one that is predominately performed within a bureaucratic organization? How do professionals reconcile their autonomous role with their role as part of a larger organization?

Two contrary points of view exist regarding the relationship between professionals and the bureaucracies in which they may work. The first view is based on one of conflict due to the possible, inherent, antithetical relationship of professional characteristics and those of a bureaucracy. In a bureaucracy, adherence to a defined set of organizational rules, standards, regulations, policies and procedures with the impetus for work founded on a common set of goals is the expectation for its members (Pavalko, 1971). For the professions, autonomy, independent action and decision-making are most prized, with the rationale for the work done being grounded in an internalized desire to be of service (Pavalko).

In examining the differences between bureaucratic and professional styles of work Fichter (1961) noted other areas in which the two are antithetical. Chief among them is the placement of authority. In bureaucratic organizations authority is centralized, and dependent on anointed leadership positions, while competency and the demonstration of expertise is the foundation upon which leadership in the professions is grounded (Fichter). Also noted are the tensions between the bureaucratic nature to emphasize standardization of procedures and adherence to a defined united goal and the professional nature to address the uniqueness of each case and formulate individual solutions with loyalty to the client and to their professional community (Fichter).

Max Weber, one of the most influential writers of the twentieth century on the subject of bureaucracy, ascribed characteristics to it that do not seem to allow for professional behavior. The elements of Weberian bureaucracy “impersonality, hierarchy, specified duties, contracts, professional qualifications, salary, full-time careers, separation of office from ownership, and centralized control” seem to steer wide of the

tenets of professional behavior except at the juncture of “qualifications” (Riggs, 1979, p. 569). However, Weber may have left open the possibility that there might be flexibility in his model of an ideal bureaucracy when he wrote, “no exercise of authority can be purely bureaucratic, i.e., purely through contractually engaged and appointed officials” (Weber, p. 552, from Albrow, 1970, p. 42). This hinted at new exercise of individualized authority based on professional norms within a bureaucracy is akin to what Parsons (1971) put forth when referring to “line authority” with a “professional complex” in a sort of post-Weberian approach (Parsons, 1969, pp. 505, 508). In this situation, professional norms could come in conflict with bureaucratic norms and bring about a conflict as well between professionals and non-professionals in the same work system and lead to “disaffection on the part of the professionals” (Waters, 1989, p. 947). However, Sciulli (1986), argued that while the norms that professional members of an organization are committed to may be in conflict with their bureaucracy’s norms, the professionals’ strong need to place an emphasis on maintaining collegiality in the group overrides arbitrary exercises of power, but as an unintended result of the desire for collegiality among the professionals, not from a shared system of intended belief applications.

Similarly, Scott (1966) emphasized that the chief source of tension between professionals and their bureaucratic organization was authority, most especially the tension between the bureaucracy’s positional based, executive authority structure, and the professionals’ expertise and competency based authority structure. He cited two main areas of conflict: the resistance of the professional to bureaucratic rules, standards, supervision and the professionals’ tendency to give only conditional loyalty to the

bureaucracy because their fundamental loyalty was owed to their professional tenets and colleague group.

Related studies that illustrate the tensions between professionals and the bureaucracy in which they practice highlight the ways in which professionals adapt and the form in which the conflicts may be manifested. Reissman (1949) conducted one of the first studies in this area and examined what he termed the “professional” and “bureaucratic” orientations of forty civil service workers. From this study he developed a typology that looked upon the orientations of the pure professional and the pure bureaucrat as being at opposite ends of a continuum. A professional who operated within the bureaucracy but felt his/her allegiance was primarily to his/her own, outside professional group was labeled a “functional bureaucrat” and placed at the professional end of the continuum. A professional who was completely oriented towards the organization and totally immersed in it, and derived his/her sense of recognition from it, was labeled a “job bureaucrat” and held the place at the end of the continuum marked by the wholly bureaucratic orientation (Reissman). Between the two extremes, functional and job, were the “specialist” and the “service” orientations as described by Reissman (1949). The “specialist” was near the “functional” level but derived a greater sense of identification from the bureaucracy, and the “service” orientation approached the “job level” but derived some sense of recognition from its outside professional group (Reissman).

Another landmark study by Gouldner (1957; 1958) on the faculty of a small liberal arts college focused on their levels of professional commitment and organizational loyalty. This work found that “there seems to be some tension between an organization’s

bureaucratic need for expertise, and its social-systems needs for loyalty” (Gouldner, 1958, p. 466). As Reissman had done, Gouldner also distinguished a faculty’s orientation, whether more tied to the organization or to their professional interests, by how markedly they attributed their loyalties to either one or the other. For Gouldner, his “cosmopolitans” as he termed them (akin to Reissman’s “functionals”), were characterized by low loyalty to the organization but with high commitment to their specialized role skills, and an allegiance to an outside group that represented their professional specialty (Gouldner, 1957; 1958). Those with an orientation to the organization were deemed “locals” (comparable to Reissman’s “job bureaucrats”), and they were shown to have strong loyalty to the organization, a low commitment to role skills, and a significant degree of orientation to a reference group within the organization (Gouldner). Those found to be “cosmopolitans” were less likely to accept organizational rules than “locals” and were concerned mainly with their own research and the work of their own professional field, while “locals” main concerns and involvement focused on the institution (Gouldner).

Another early study on professionals who belonged to a labor union also developed a typology to characterize the attitudinal orientation of professionals (Wilensky, 1959). In this study, the professionals were found to be in an array of orientations similar to those identified in the studies of Reissman and Gouldner. For example, some were found to be oriented to “professional service,” which meant they exhibited little loyalty to the union and identified primarily with their professional field (economist, etc.). Others were “careerists” interested in a career in the union with a strong loyalty to it, and another group were “missionaries” who identified mainly with

the abstract, theoretical notion of a labor union and its ideals. Yet another group found in the study was labeled “politicos” for their identification with the union but with a goal to obtain power in the organization as an end in itself. Overall, this study sought to illustrate that professionals adapted to bureaucratic organizations by either making the organizations’ expectations of them more compatible with their professional ideals, or they reoriented their focus to one where the organization assumed the primary focus rather than their affiliated, external professional group.

Of related interest to the Wilensky study is the work of Blau and Scott (1962) who found that orientation inclined towards, or from, a focus on the organization on the part of professionals influenced how strictly they enforced the rules of their organization. In this work, which examined professionals engaged in social work, Blau and Scott found that professionals who identified with social work as a profession were more likely to break, or deviate from, the rules of the organization if it served the best interests of their clients (Blau & Scott, 1962). The study also concluded that, conversely, professionals who identified more with the organization than the profession of social work were more likely to adhere to, and enforce, the rules of the organization (Blau & Scott).

A related finding can be found in Corwin’s study of nurses done in 1961. In this work degree nurses, those trained at the collegiate level, were found to remain more professionally oriented and more likely to question hospital rules once they entered employment than diploma nurses, those trained in a hospital setting (Corwin, 1961). It also found that diploma nurses were more likely to decrease their professional allegiance the further they moved from graduation while degree nurses retained their professional

loyalty even as they became more identified with the organizational dictates of the hospital.

These early studies basically point to two things. First, there are divergent orientations within the same professions, with varying degrees of loyalty to the profession and the home bureaucracy. And second, the studies point out that the stronger the orientation is to the profession, the more likely there will be conflict between the professional and the organization.

As noted earlier, there are two contrary points of view regarding the relationship between professionals and the bureaucracies in which they may work. The first point of view representing the possible antithetical relationship between professionals and their home organizations due to the differing characteristics and objectives of the professions and bureaucracies has been discussed above with a review of early studies examining the relationship. Other and more recent work, however, points to a contrary view that calls into question the organizational nature of bureaucracies that are composed of significant numbers of professionals and considers whether they are truly ordered and controlled by pure, traditional bureaucratic means.

A number of studies have attempted to demonstrate that not all organizations where professionals work exhibit all the characteristics of a bureaucracy; thus, the hypothetical tensions between the objectives of the organization and those of the professionals may be lessened. Work on the nature of law firms, accounting firms, health care institutions, educational systems, and social agencies has yielded new ways to conceive of seemingly bureaucratic organizations because they have altered their traditional scheme of managing to accommodate the characteristics of professionals

(Freidson, 1994). These changes have led to new terms to describe such altered models of bureaucracies such as “advisory bureaucracy” (Goss, 1961), “professional bureaucracy” (Smigel, 1964), and “professional organization” (Scott, 1965; Montagna, 1968). These studies question the premise that organizations that employ professionals are stereotypically bureaucratic enough that they can order and control the work of the professionals by traditional bureaucratic methods. Cohen and March’s (1972) study of the governance of universities which found them modeling an “organized anarchy,” further challenges the concept that organizations which employ professionals are, and can be, traditional bureaucracies with structured abilities to control their membership. Weick’s study (1976) on school districts, where he equated them as “loosely coupled systems” rather than tight bureaucracies, lends further evidence to the notion that organizations consisting of large numbers of professionals are not likely to be strict models of bureaucratic control and authoritative hierarchy.

Related work (Freidson, 1994) noted that the key in these altered bureaucratic models is that the supervision of the professionals in them is done by professionals in the same field as required by law, or to maintain an accreditation, or by historical precedent. More often than not, in those organizations, or units within organizations, that employ predominately professionals, the supervisory, managerial and usually executive positions are filled by employees with similar credentials to the rank and file professionals but with more training or experience in administration (Schriesham, von Glinow & Kerr, 1977). Freidson (1994) concluded that in these situations where professionals are supervising similar professionals that while an individual professional might lose some autonomy over his/her work in that organization, overall the profession itself did not lose its

autonomy over its field of work. It did not because supervision and management was conducted by professionals in the same field with presumably the same professional concerns, ethics, and standards. Abbott (1988), however, purported that professionals have lost autonomy in their work for other reasons as a result of functioning within bureaucracies.

According to Abbott (1988) some professions have lost their exclusive rights to do certain kinds of work to other professions due to competition from other professions or from the challenges presented to that exclusivity by new, emerging professions. While large bureaucratic organizations have enabled administrative work to be taken away from some professional groups in them, giving it to others, thus freeing the professionals to concentrate on their most relevant duties, it has also served to isolate them from certain roles within the bureaucracy. In addition, because of the requirement of, and the need for, physical capital to practice (such as the technology now required to practice modern medicine or do research in a university), the professions have had to partner with, or delegate to, other professions to accomplish their work. In particular, Abbott makes the point that professions have grown more dependent on bureaucracies to enable them to function in their professional role as a result of this need for the physical capital that only a large, well-funded organization can supply. The effect of this symbiotic relationship between bureaucracies and the professions is to create a challenge for the professions to sustain a full sense of control over all aspects of their work.

The Faculty as a Profession

Given this background on the professions, it is important to address how the situation of faculty as professionals working in the unique bureaucracies of higher

education may perceive that their professional role is altered by their interaction with the bureaucratic structure and its requirements for its own norms.

In a report sponsored by the Carnegie Foundation for the Advancement of Teaching, the author, Burton R. Clark, writes by way of an introductory conclusion about the study, "We cannot help but be struck by the virtual right so many academics seem to possess to go their own way simply by assuming they can do largely as they please a good share of the time, all in the name of rational behavior" (Clark, 1987, p. 148). He asserted that this behavior is the result of a situation where the "scientific estate" built by the faculty thus with the means of the production of the institution in their own hands, gave rise to a situation where trustees and administrators may desire and work to arrange a situation of institutional control from the top, while faculty exert a push for determination from their own ranks about the direction of their work and that of the institution. Also echoing some of the work that would come later from Rhoades (1998) on the stratification of the faculty profession within itself, Clark's report also found that the abilities of faculty to successfully determine the direction of the institution appeared to change dramatically as they moved from the "entrepreneurial professionalism" of research universities to other higher educational entities, the more they found environments that "restrict professional status and privilege, leading inexorably, where state law permits to unionization" (p. 149).

Adding to this mix as well, Clark posits that the dispersion of authority in a university or college environment amongst faculty, departments, colleges, divisions, and the like, further yields to situations that can be politically charged in nature, driven by distinct individual personalities, and thus ones that change dramatically from one "center

of authority” to another within an institution just as much as between institutions (Clark, 1987).

Some of these aspects of the faculty profession may be corroborated by a 1995 study on faculty, and their work satisfaction by Blackburn and Lawrence (1995). In this study of 120 faculty in four different types of institutions, they found that regardless of this institutional type faculty believed that they had less influence in their departmental matters of determining the curriculum, selecting departmental chairs, selecting new faculty hires than what their institutions’ administrators believe faculty members have for authority (Blackburn & Lawrence, 1995).

The perception by faculty that their traditional roles of influence on campus had been eroded has been the subject of numerous works citing that changes in faculty roles harkens back to the post-World War II days of the late 1940s and early 1950s, peaking in the 1970s amidst changes in the academy that resulted from new student audiences, not from privileged families, entering institutions both as students and faculty, and new sources of private and government funding coming into the picture. (Altbach, 1980; Driver, 1972; Lucas, 1994; Ross, 1976; and Wolff, 1969). New lines of funding that demanded new accountability and assessments, and which created a rise in the use of non-faculty professionals to manage the enterprise (Altbach, 1980; Driver, 1972; Lucas, 1994; Ross, 1976; Wolff, 1969).

More recent work may suggest that faculty are right in their perceptions of eroded professional authority. Clark, Boyer, and Corcoran point out in their 1985 work that “higher education seems to be undergoing a paradigm shift, termed variously from faculty hegemony, to student consumerism, and from education community to economic

industry” (p. 23). With this point in mind, Bowen and Schuster (1986) concluded this state of affairs had led to a situation among faculty in the United States where they viewed such changes with “resigned disappointment [or] discontent” and as a source of “poor morale” and thus used these conclusions as a basis for their own study (p. 128).

Their study involved 38 college campuses and 542 interviewed faculty and administrators. It sought to find whether or not faculty thought their professional lives had changed, improving or declining in quality and in morale, and they also sought evidence of changes in collegiality [for the authors’ purposes this was defined as relationships among faculty within and without their departments] along with “whether their faculty autonomy had been compromised” over the previous fifteen years (Bowen & Schuster, 1986, p. 137). The study found that the professorial life “on balance is still attractive to its practitioners,” and concluded on the question of morale “. . . that faculty at two-thirds of the campuses---twenty five of the thirty eight---ranged from fair to excellent . . . the condition of the American faculty [was] neither bleak nor bountiful. . . but few unreservedly enthusiastic,” and “a few profoundly troubled” (pp. 160-162). In its findings about collegiality the authors concluded that it has suffered least but may have been strengthened “through sharing a common enemy” meaning establishing bonds against perceived administrative power threats and encroachments (pp. 143-144). In the area of autonomy, this study found that faculty did not feel any loss of autonomy on their academic freedom but did feel deeply that they had lost ground in terms of power to influence campus governing decisions, and held deep resentment of state interference in campus affairs in the case of state institutions. A single quote from a respondent in the study perhaps sums up the majority of responses in his regard, “Its not that being a

faculty member is not prestigious. It's still that. But it's *only* that. We've lost control over the kind of students we encounter in our classrooms and over the direction of our campus" (p. 146).

A study done on the "new faculty demographic" (younger faculty with more minorities and women and international faculty being represented) done in 1998, but based on the 1993 National Study of the Postsecondary Faculty database, concluded that the shape of the faculty in terms of gender and ethnicity may be changing with the core of full-time faculty shrinking but in many ways some key characteristics were not changing (Finkelstein, Seal and Schuster, 1998). One overarching point was found binding the old and the new faculty among the tenure track or tenured faculty, that while they differed more in what they were than what they did; the "new entrants despite some significant differences in their background characteristics, were well socialized by their mentors in the 'old ways'" (p. 103). In their respective attitudes about their various aspects of work including satisfaction with their jobs and careers, the similarities between the two cohorts are more obvious than the dissimilarities that separate them (Ibid).

This conclusion would appear to be substantiated by The American Faculty Poll conducted in 2000 by the National Opinion Research Center under the auspices of the TIAA-CREF (Sanderson, Phua, & Herda, 2000). This study, based on a telephone survey in 1999 of over 1,500 faculty members found the following: 90% were satisfied with their choice of career, but bureaucratic politics on campus and low compensation often had them considering an alternative path, and they were concerned about the future of higher education and the lack of their students' pre-college preparation. But surprisingly, 45% of the respondents strongly agreed, and another 34% somewhat agreed that

“intrusions into their academic freedom by the administration were relatively rare” (p. 31). However, there was a finding that a “strong sentiment of ‘them vs. us’ feeling when it came to their own college administrators specifically especially for being “out of touch, and insistent on accountability by relying on numerical measures of performance, and for determining reward (or punishment) more on the basis of quantity rather than quality”(pp. 40-41). This is also a feeling which is likely to be intensified, according to case studies (Kerlin & Dunlap 1993), when campus austerity measures further impose restraints on fiscal resources and strains on salary increases, and salary structures across the disciplines, if there is already resentment toward the administration.

Unions and the Professions: What is the Role of Unions?

Simply put, one way to explain what unions do is that they seek to gain bilateral power to increase wages, and they also function as a “collective voice,” one associated with their representation of workers to advocate for better conditions and participation in the decisions affecting them and the organization (Freeman & Medoff, 1984). Freeman and Medoff indicated that unions are faced with the conundrum that if they raise wages too high the employers may employ fewer worker. But if they keep them too low, and the membership may be dissatisfied and vote out the union, or seek an alternative representative. However, the success of unions in raising wages also works best in an atmosphere where the market power of the organization is in a non-competitive environment, where new firms have difficulty entering and/or where some enterprises have cost advantages over this competition.

Unions, as Freeman and Medoff (1994) have pointed out, give a voice to employees who hold professional positions within an organization, but that voice is

restricted to the bread and butter issues of wages, benefits, and terms and conditions of employment. Employees gain a collective voice that dilutes management authority, but does that dilution result in enhanced professional decision making? To curtail the power of another does not easily translate into increased power to set a separate agenda. The bilateral decision making of collective bargaining may do little to enhance the individual decision making associated with professional practice.

Unions would seem to be less necessary for professionals than for the traditional labor/production based wage earner, except that many professions, such as actors, musicians, teachers, professors, air traffic controllers, doctors, lawyers, and engineers, joined unions in the twentieth century (Murolo & Chitty, 2001). Bain (1970) hypothesized that what drew these professionals to join unions was the need more for the collective voice than perhaps wage protections, though the latter was important. The part that they share with their union members in industry is that these professionals cannot practice their particular style of profession without being in a bureaucratic, organized work atmosphere. Hence they share with traditional “blue-collar union labor” the necessity to deal with a management structure making decisions about their work lives and a situation in which they, the workers,” seek a strong collective participation.

In one very real sense the idea of white collar professionals joining together for a common purpose predates their unionization, the “professional society” was often a key ingredient to their sense of professionalism, be it a learned society to advance common knowledge, or a more contemporary professional society founded to share common interests or bolster standards (Hoffman, 1976). However, changes over the years started to blur the lines among learned societies and professional groups as well as unions as

more professional societies took on the characteristics of both learned societies and unions (Ibid.). Some examples of organizations that reformed themselves along these lines include a number of engineering and scientific societies that today find their final home in the American Federation of Labor and Congress of Industrial Organizations AFL-CIO, and the National Education Association (NEA) which began life as a professional society in 1857 to “elevate the character and advance the interests of the profession of teaching and to promote the cause of education in the United States (Ibid, p. 54-55). Additionally, the transformation of the American Association of University Professors (AAUP), from a organization whose goal in 1915 was to “protect the professional interests of college faculties with respect to academic freedom and tenure seemed an “unlikely society to engage in collective bargaining in 1972” (Hoffman, 1976, p. 54).

However, for many researchers the concept that the traditional union model is antithetical to the stance of a professional has driven some of their work, even despite the evidence of the transformation of some professional societies into union movements. For example, Straus (1954), pointed out that for a professional to join a union meant a certain loss of status, it “means abandoning hope; it means showing hostility to the boss (whom they may dream of as a close associate and personal friend); it also means throwing away all opportunity to forge ahead on merit” (pp. 74-75). Another example of research on the issue of professionals unionizing is Prandy, Sykes and Burns (1946) who portrayed unionization as based on a “status ideology,” (possessing it meant you did not seek collective action but preferred individual merit and a desire to act independently), as opposed to “class ideology” which disposed one more to collective action and

representation (Bain, Coates, & Ellis 1973). As Burns stated, white-collar workers are “suspicious of unions. . . [they] focus attention on the welfare of the group and tend to forget the individual in the group” (Burns, 1946, p. 71). But there was also evidence that when professionals did join unions they did not necessarily reject their status ideology but “because they see unionism as a *better* way of obtaining them.” In other words they look on a union as a means of obtaining dignity, prestige, and control over environment, things which are denied them by an increasingly bureaucratic organization” (Straus, 1954, p. 81). Similarly, Mills found that professionals felt that unions were, “something to be used, rather than something in which to believe. They are understood as having to do strictly with the job and are valued for their help on the job. . . . Acceptance of them does not seem to lead to new identifications in other areas of living” (Mills, 1951, pp 308-309).

Faculty Collective Bargaining in Higher Education

The existing labor laws in the United States, most particularly the National Labor Relations Act, were not designed to effectively govern situations where distinctions between employers and employees is unclear, such as those characterizing colleges and universities where faculty members contribute significantly to the managerial decision-making process on the one hand and seek to exert power as members of a union on the other hand. The National Labor Relations Board and our Federal Courts have adopted a fiction about the nature of governance in higher education, which has questionable relevance to reality in today’s educational world (Kuechle, 1992, p. 81).

The above quote from Professor David Kuechle of Harvard’s Graduate School of Education (now retired), illustrates the two main ways in which the adoption of the industrial labor model has affected employer-employee relations in higher education, particular those between higher education institutions and their faculties. The first centers on the actual application of the industrial labor model to the internal mechanics of

institutions of higher education and the impact it has on the structure, governance, and management of these organizations through the use of collective bargaining and its related accoutrements. The second focuses on the consideration of relevant court rulings, which are based on the National Labor Relations Act of 1935. In addition such court rulings were often followed by significant changes in law allowing public employees to unionize. So, in just two sentences Professor Kuechle has additionally illustrated the possible difficulties that may strike at the heart of attempting to apply the industrial labor relations' model to higher education. Can such a model, and public laws that rely on highly distinct definitions of what is management and what is labor, find relevant applications in the setting of higher education where the roles of administrators and faculties respectively are often blurred in the name of creating a condition of shared governance?

The Law Changes and Public Employees Unionize

The original legislation, National Labor Relations Act (NLRA) of 1935, protected and structured private sector bargaining. Public employees, including professors at public institutes of higher education, however were not covered by the 1935 Act. Consequently, each state, in order to allow their employees to bargain collectively had to pass enabling legislation. While each state could theoretically have created legislation anew, most states instead borrowed liberally from the NLRA.

In 1959, only Wisconsin specifically permitted its state employees to unionize (Arnold, 2000). By 1962 however, this situation was beginning to change after the signing of Executive Order 10988 by President John F. Kennedy allowing for the unionization of federal employees in the executive branch of the United States

government. President Kennedy's bold step offered the states a role model stating that allowing public employees to bargain can further the public interest. For example, New Hampshire passed RSA 273-a which borrowed liberally from the NLRA. While most states eventually adopted legislation allowing their public employees to collectively bargain for wages, benefits, and terms and conditions of employment, not all states followed Wisconsin and President Kennedy.

The states which passed legislation allowing for public sector collective bargaining used much of the language of the 1935 NLRA including the concept of an exclusive representative to bargain for a group of employees deemed to have a community of interest. Furthermore, the states established a National Labor Relations style governing board to oversee public sector collective bargaining (Harrison, 1993).

While public sector collective bargaining grew during the 1970's so also did an interest in collective bargaining by some faculty of public higher education institutions, and though few states wrote any clauses to deal exclusively with this situation, or set of employees, neither were they specifically, as an employee class, excluded from such activity, and the lack of ambiguity of some state's laws clearly allowing all state employees the same rights to self-organize for the purposes of collective bargaining (for example, Massachusetts and Rhode Island) allowed for an opportunity for faculty at the institutions of these states to unionize as early as 1971, as was the case in Rhode Island (Arnold, 2000; Schuster, 1974). By 1993, forty states and the District of Columbia and the US Virgin Islands had legislation that provided for legal frameworks for collective bargaining by their employees but only slightly more than have (twenty-six) have specific legislation that covers their public higher education faculty (Harrison, 1993).

For the states that did have specific legislation covering the right of faculties to unionize, it generally fell during its establishment 'hay days' of the 1970's into two specific categories, "meet and confer," (with California's public higher education system the leader in this area), and collective bargaining laws (Duryea, Fisk & Associates, 1973). By the end of the 1990's whether the model was one of meet and confer, or collective bargaining, as noted by Julius (1993),

with regard to industrial labor relations processes, the higher education sector is different but not at all unique. While it may be difficult to identify a particular model, many similarities exist between what unions do in academe, and what they do in unionized sectors of the economy. Similar laws are applied and established ways of handling disputes and administering agreements exist... (p. 3).

The Industrial Labor Model

The traditional industrial labor model underpinning the National Labor Relations Act of 1935 emphasizes the separate roles of management and labor, assigning distinct roles in the work environment to each group (Streshly & DeMitchell, 1994). Essentially without these distinctions there is no industrial labor model. This distinction, and thus the defined relationship between the two roles forms the crux of the model along with an added participant in it, and one key to its operation, the union. Under this model, university administrators become the distinct "managers" of the organization, while faculties are regarded as "labor." The union becomes the third party assigned with the task of protecting labor "from the whims of management through a collectively bargained, legally enforceable contract that defines the terms and conditions of employment in addition to the wages and benefits associated with the job" (Streshly & DeMitchell, 1994, p. 61). Thus, the model is imbued with an adversarial tone; creating seemingly "permanent adversaries" whereby labor is pitted against the goals of

management, if the mutuality of interests defined within the labor group are threatened, with the latter group bolstered in this regard by its defender, the union (Kerchner & Caufman, 1993). In addition, collective bargaining becomes the principal mechanism for the interaction amongst labor, union, and management, with signed collective bargaining agreements becoming the documents that stipulate in large part how labor and management will interact with each other, along with their expectations of each other in the trade of labor for wages. According to a 1975 study of faculty unions on campus,

collective bargaining assumes there is a conflict between employees and the employer, that a union supported by a legal framework will be the exclusive representative of employees, that group representation will supplant traditional individual negotiations, and that the terms of employment must be included in a binding contract between employer and union (Kemerer & Baldrige, 1975, p. 3).

and it also assumes a community of interest among its membership.

Another viewpoint on the traditional industrial labor model is that it assumes that work produced by labor can be assessed in easily identifiable and measured units, with less emphasis on the collaborative, professional or even artistic elements of the work (Streshly & DeMitchell, 1994). The set structures of the traditional industrial labor model where the employee is governed by strict rules and sharply defined definitions of their work, separated from other employees by the boundaries of union representation may serve to limit the involvement of employees in certain realms of their work which would be personally enhancing, or more prove beneficial to the productivity of their organization (Kerchner & Mitchell, 1988). Therefore, the application of the traditional labor model to that of the modern workplace, inhabited with professionals having a stake in the decisions that both affect the quality and quantity of their work, as well as the mission of the organization, becomes problematic because it de-emphasizes that role in

favor of placing more emphasis on employee rights and working conditions. However, it is natural that the traditional industrial labor model would ignore these characteristics for the modern workplace, especially that of the public sector. When public sector labor laws were passed, the predominant labor management model was that of the industrial union existing within the private sector. At the time, given the knowledge and experience legislators had acquired dealing with this model, public employee labor laws were written with the industrial union in mind.

The industrial labor model not only separates employees into labor and management, us and them, employees “relinquish control over the outcome of the product of their work,” and pass it to management, often as a trade-off for the protection to only bargain wages, benefits, terms and conditions of employment (Streshly & DeMitchell, 1994, p. 63). It became management’s right to set the goals of the unit, excluding labor from setting policy, and in some cases leading to the creation of collective bargaining agreements exclusively reserving this right to management (Streshly & DeMitchell). Therefore, a situation can be created whereby if something is not spelled out in a contract, it must be reserved to management’s prerogative, and if it is spelled out in the contract, it cannot be altered without further negotiation between the contracted parties. This serves to limit the scope of labor relations then to what can be bargained. While this creates a complicated picture in any arena of collective bargaining, this situation can be made even more complicated in the public sector.

In the public sector a state statute may determine whether a public employer has the right to bargain over, or the power to agree to, a given subject (Twomey, 1985). For example, if by state statute, teacher evaluations in public schools have to be conducted

twice a year, it is “impermissible for a school board to agree to only one evaluation a year” as part of a collective bargaining agreement (Twomey, 1985, p. 500). However, even if something is not forbidden by state statute does not mean it necessarily can be bargained over. In the public sector by law some issues are “mandatory” subjects and others are “permissive” subjects. “A *mandatory* subject of bargaining is one which the parties are required to negotiate over, and a *permissive* subject of bargaining is one which the parties may negotiate over but which neither can insist on to the point of impasse” (Twomey, 1985, p. 501). The realm of mandatory subjects is presided over by the issues of “wages hours, and other terms and conditions of employment,” while the area of permissive subjects is often open to the interpretation of each particular state’s statutes (Twomey, 1985, p. 501). To further narrow the scope of bargaining issues, these statutes often contain language dictating broad management prerogatives that effectively exclude certain subjects from negotiation because they relate to “matters of inherent managerial policy” (Twomey, p. 501). The history of public sector collective bargaining to this point has indicated a very conservative approach by public employment relation boards and the courts when deciding what can be a mandatory or permissive subject for collective bargaining. It has been approached more conservatively than in the private sector due to the sensitivity shown by the courts, and labor relations boards to the issue of management prerogatives, and with an eye to recognizing the fiscal realities often facing public employers. Public sector unions are blocked from forcing employees to bargain over permissive subjects. Thus, permissive subjects of bargaining cannot be elevated to mandatory subjects by insisting on bargaining to the point of declaring impasse (Twomey).

Another limiting factor that the traditional industrial labor model has is that with the selection of a union, an exclusive bargaining representative, the points of contact become restricted. The union becomes the exclusive representative of labor, its voice and it is through this voice that labor must communicate to a large extent with management. Management may in turn have its exclusive representatives (labor lawyers, contract administrators, personnel leaders) who are delegated the task of speaking with union representatives; thus, the range of who can communicate and on what issues becomes a potential limiting factor in fostering a collaborative working environment (Streshly & DeMitchell, 1994).

Application of the Industrial Labor Model to Higher Education Labor Relations

In the industrial labor model the union is essentially a political organization with its own goals and will to live and grow. The union provides a service, securing the best wages, benefits, terms and conditions to its clientele. It does this by appealing to the needs of its members and gaining them concessions in the workplace that its members believe they could not have gained on their own. Mannis (1992) wrote:

Unions are complex political, social and economic organizations. A definition I learned years ago stills rings true. A union is a political agency operating in an economic environment. Unions, as organizations, have a central objective of survival and growth. Union leaders want to remain in office. Organizational and political goals can conflict with the needs and goals of rank and file union members, in our case, college employees (p. 97).

Consequently, the organization's goals may, and often do, conflict with the goals of the union which may in turn conflict with the goals of its rank and file members. The reconciliation of these competing or conflicting goals becomes part and parcel of the industrial labor model and may further complicate attempts to develop collaborative working environments expected in professional life. This, then, may become yet one

more reason why a strict application of the traditional industrial labor model to higher education, without accommodations for the uniqueness of that environment, where collaborative and collegial working conditions are expected, would be problematic.

As noted in the introduction of this paper, use of the industrial labor model in higher education labor relations presents two issues. The first relates to the application of the almost wholesale importation of a model that was designed for a different work setting and different workers. The second deals with relevant court rulings which have their rationale in the National Labor Relations Act (and its physical embodiment in the National Labor Relations Board, through its rulings), and how they have been applied to higher education labor issues, especially those involving faculty. This section deals with this first set of issues.

A number of issues are raised when attempting to apply the use of the industrial labor model to higher education labor relations, most notably when it is applied to faculty and faculty unions. For the purpose of discussion they can be characterized broadly as those encompassing the following factors: governance, professionalism, peer review, and policy. While there may be some overlap among them, the identified areas seek to highlight the issues that are somewhat unique to higher education faculty and that overall environment, given the history and traditions of Western higher education.

Institutional Governance: Shared Authority?

Governance of institutions of higher education is unique. It does not share the top-down model found in private sector business like the automobile business or the mining industry often associated with the industrial union labor model. Higher education has long rested on the concept of “shared authority” among four components, the board

of trustees, the president or administration, the faculty and the students, (and to some extent the involvement of alumni and influential donors or contractors, such as the federal government) (Cunningham, 1984; Lucas, 1994). However, regardless of how many players are involved the concept is the same. It remains one whereby several groups, all having a stake in the venture; share in some manner in the governance of the institution and in defining its goals and directions.

This concept of shared authority is a conundrum in the industrial union model. Some advocates of faculty participation in governance believe that collective bargaining introduces an “unwelcome, adversarial aura into a relationship between faculty and administration, and are concerned about the effect on the institution” (Cunningham, 1984, p. 27). In this same light, for others it represents an ‘employer-employee relationship’ which may be repugnant to traditional universities, who would fear that under the industrial model, educational policy would become the product of negotiation rather than of deliberation (Cunningham, 1984). For other critics of unionization of faculty, collective bargaining is seen as widening an already existing chasm in higher education between faculty and administration. Lucas (1996), found that:

at the risk of oversimplification, it might be noted that in institutions where the faculty are unionized or collective bargaining is the norm, the polarization between administrators and faculty is apt to be even more pronounced. Faculty prerogatives are possibly more secure, but the security is purchased at the cost of reinforcing the “us” versus “them” mentality . . . the demonology on both sides is well developed (Lucas, 1996, p. 26-27).

Many faculty however, have begun to question the validity of shared authority, because after all, faculty may be limited in their power to make certain types of policy decisions just as the administration is limited, by either trustee or state legislative dictate depending on who has final authority (Cunningham, 1984). Many faculty in public

higher education, who many be identifying with this concept, turn to collective bargaining in an effort to have an impact on decisions that will affect their well being. Proponents of faculty collective bargaining in higher education see collective bargaining as a way to strengthen faculty roles and thus guarantee that shared authority does exist. In fact, union advocates regard collective bargaining as a form of shared governance. To them it is a system of shared authority, based on the process of bilateral decision-making by two agents, the university and the faculty, which are equal under the law, thus seeking to insure some sort of equity in advocating their viewpoints and having their voices heard (Kadish, 1969).

While many faculty resist defining themselves as employees and thus resist unionization on those grounds, others accepted it because they perceived they were already being treated as such by administration. In addition they felt disenfranchised by newly formed power structures being erected at many campuses since the 1960s and 1970s composed of management specialists and technical experts. For faculty in this vanguard, unionization was perceived as the only way to stop an erosion of power and to restore the equality necessary for faculty to remain part of the decision-making process (Begin, 1974).

Professionalism in a Collective Bargaining Environment

Debate over the compatibility of unionization with professionalism has followed hand in hand with the growth of collective bargaining on campuses. For some, the selection of a union involves the jettisoning of key professional values such as collegial participation in organizational decision-making, professional independence from

hierarchical control, and expectations of performance and rewards based on individual merit (Rabban, 1992).

By contrast, supporters of collective bargaining in higher education posit that it may be the most effective method of achieving and maintaining those professional values. They maintain this stance because many contracts can and have been written to include professional standards such as: providing mechanisms for professional participation in decision-making, regulating professional work, providing training and professional development, committing organizational resources to professional goals and elaborating the criteria for personnel decisions and the roles of professionals in making them (Rabban, 1992). However, many organizations and unions agree that professional values are best protected by keeping them outside the specific collective bargaining agreement (Rabban).

Early contract analysis work by Johnstone (1982) on a field of 89 available contracts, (that covered 253 campuses, or 98% of all four year unionized campuses as of December 1979), concluded that “the agreements that have been reached indicate that bargaining representatives at a majority of institutions of higher education that have adopted collective bargaining have worked to shape a new model that plays down the adversarial relationship and emphasizes the collegial one” (p. 178). His work depicted an optimistic picture for collective bargaining or at least left open the possibility of positive outcomes for the future of collective bargaining. Certain professional issues raised in Rhoades’s study were not even reported as issues back in the 1982 Johnstone study, such as instructional technology and the extensive use of part-time faculty (though they were certainly used at the time). Overall, what is most striking when comparing Johnstone’s

study to Rhoades's study is the sharp contrast in tone of the picture of collective bargaining each paints. Rhoades (1998), whose work, eighteen years later, supported a more dire viewpoint of the current status quo surrounding faculty collective bargaining agreements, drew a more adversarial picture of the current state of affairs than Johnstone did of his contemporary scene. This is especially evident in the concluding statement of Rhoades's book:

The challenge faculty and faculty unions now face is whether they can manage to work in concert as a collectivity to more proactively redirect the academy and whether they can reorganize themselves with other production workers who are currently at the margins of the organization, before faculty themselves are increasingly reorganized to the margins of the academic enterprise (1998, p. 288).

This seems in sharp contrast to Johnstone's statement about agreements exhibiting a model that "plays down the adversarial relationship and emphasizes the collegial one" (1982, p. 178). In comparing the two statements, a question seems to arise, what has transpired in the arena of faculty collective bargaining to cause such a change in outlook regarding collective bargaining in the intervening eighteen years? One possible answer might be that, as Rhoades has suggested, administrations at institutions engaging in faculty collective bargaining have attempted to use the collective bargaining agreement to manage aspects of the faculty's work in ways not expected when collective bargaining was introduced thirty years ago. Rather than being relegated to simply the expected areas of working conditions, salaries and benefits, administrations may have sought to use the contract to define further their managerial discretion in the use of technology, retrenchment clauses, the use of part-time faculty, contracts instead of tenure, and reorganization issues. Collective bargaining, which began as a tool for the faculty, may

in fact have become useful for administrations in devising their strategies regarding the management of faculty according to Rhoades's study of 212 contracts.

Until recently, the study of whether faculty has, or whether faculty has perceived that it has become part of this new category of "managed professionals," (if this designation is indeed correct), through the use of collective bargaining, (most significantly through Rhoades's study of contracts) has not been in the realm of available research on faculty unions. In addition, how collective bargaining may have affected the professional status and self-image of faculty has received little attention. Especially absent in the current decade has been any inquiry of the faculty viewpoint on how they feel their professional self-image and status may have altered as a result of unionization and the new directions in the scope of faculty collective bargaining as noted by Rhoades. In a review of doctoral dissertations available on UMI's Dissertation Abstracts from 1983 to the present, as reviewed below, the foci of research were issues of collective bargaining and governance, collective bargaining and the campus climate, faculty factors that may have precipitated a pro-union vote, and attitudes of faculty toward collective bargaining. Still while not directly dealing with how recent contract trends may have altered the professional status of faculty, the dissertations of these recent two decades provides some interesting and related findings.

For example, Decker (1984) found that the faculty at Illinois' public community colleges felt that their decision-making authority was enhanced in some areas by collective bargaining such as personnel decisions, while diminished in other areas such as organizational structure. Phalanus (1990) concluded, after a study of 21 four-year, private and public institutions in the United States and their collective bargaining

contracts, which the level of faculty involvement in governance had not increased above the level acquired in the early days of their collective bargaining activity. A related finding was that what control was attained was exercised through committee service. And, further, in the area of governance and collective bargaining, Schaeffer (1991) revealed, through a study of teachers' colleges, that the power of academic senates may be decreased by the presence of faculty collective bargaining, even while the scope and number of the senates' committees may be expanded by it.

Dissertations of the past fifteen years under the general subject heading of collective bargaining and campus climate for the most part yielded varying results. Inman (1984) compared the results of campus climate surveys at 36 institutions done in the 1960s and early 1970s with surveys of the same institutions done in 1980-81. Because half the institutions in the study had undertaken faculty collective bargaining in the intervening years, the goal was to look for changes in attitudes about campus climate. The comparison indicated no significant change in attitudes, so the author concluded that the threat of campus unrest expected to come with collective bargaining did not come to fruition. Also examining campus climate and governance, a 1984 dissertation (Rich, 1984) on 107 California community colleges found that the morale of collective bargaining faculty was reported to be slightly less than those not under a collective bargaining agreement, but those under an agreement felt they were more involved in campus governance. Another dissertation (McDowell, 1987), which centered on Illinois community colleges revealed that senior, tenured faculty felt their campuses' organizational climates were improved by the presence of collective bargaining while new, non-tenured faculty had a less favorable attitude toward collective bargaining. But

also in this study, all faculty were found to feel that if campuses had organizational climates that fostered participation in organizational decisions, the faculty would less welcome collective bargaining. A similar theme was found in Lipscomb's work (1997) based on California's community colleges where institutions with poor organizational climates and collective bargaining in place were shown to have improved feelings about climate after non-adversarial collective bargaining styles were used in negotiations. Interestingly this work also noted that faculty preferred the non-adversarial style, while the administrations involved preferred the traditional, industrial labor model of the adversarial bargaining style.

What precipitated the faculty to vote for unionization was also a frequent topic among the dissertations of the last two decades. For example, Anderson (1985), again looking at the California community colleges, found that faculty from blue-collar backgrounds with past union activity in the family were more likely to vote pro-union than those from white collar families with no union experience in their immediate family. Gisler (1985), examining the first eleven years of collective bargaining at Robert Morris College, found that for this institution it was the perceived lack of collegiality on campus between the faculty and the administration that led to the vote, with economics only a secondary factor. Migden (1988) examined whether certain characteristics about an institution's organization enhanced the propensity of a campus faculty to vote for collective bargaining. His finding was that faculty with higher opinions of their organization's characteristics in key areas such as communication and collegiality was less favorably disposed to vote for unionization than faculty who found their institutions wanting in organization style and substance.

Overall, how faculty felt in general about collective bargaining and unions was also a topic of inquiry for dissertations of the 1980s and 1990s. Moats (1983) revealed that faculty at Kansas community colleges aligned along lines favorably disposed towards faculty collective bargaining based on certain demographic characteristics. Similar to the work of McDowell (1985), Moats's research found that age and experience factored into how faculty felt about collective bargaining. However, while McDowell found older faculty with more teaching experience to be more supportive of collective bargaining than younger, Moats found the opposite. Cornish's (1986) work on Illinois public community colleges found the faculty at this group of institutions to be very favorably disposed toward collective bargaining and supportive of the perceived derived benefits from it such as more professional autonomy, greater participation in governance, and improved economic conditions. Concentrating on the faculty in one discipline, Carbonu's dissertation (1992) on nursing faculty in Canada examined their feelings towards collective bargaining. This study ascertained that most were neutral on the concept; with more senior faculty showing some inclination to be more favorably disposed if they had some union experience themselves or a history of it in their families. In an historical analysis, Doyle (1989) examined three public institutions in Delaware that each had a minimum of ten years history in collective bargaining. In this study he found that the majority of union faculty in them would vote again for collective bargaining. Their reasons for doing so were the perceived advantages it earned them economically, added means to affect governance, and the voice and vehicle it gave them to communicate about their areas of concern on campus.

It is surprising to note that the examination of the role of faculty unions and their efforts towards the professional needs of their members beyond working conditions has been somewhat absent in published studies of recent years. Especially notable for its omission of the topic, even in general terms, is a 1998 study of the newest generation of academics entering the profession (Finkelstein, Seal & Schuster, 1998) which makes no mention of collective bargaining, or faculty unions, or the perception of new faculty toward the concepts of each. The absence of examining unions and collective bargaining is made even more surprising by the recent efforts of teaching assistants, from which many new faculty spring, to unionize on campuses across the country (Leatherman, 1998). But this alone does not make it a ripe topic for study at this time. However, what does perhaps highlight the need for further study of faculty collective bargaining agreements and their influence on the professional role of faculty is the growing evidence that lines are being crossed between faculty's professional concerns and working conditions by both faculty unions and institutional administrations. The evidence of these lines being crossed and blurred by both sides of the negotiating table may be found in the trends of language and clauses in the collective bargaining agreements, as well as in recent activities by both sides.

In many cases, the faculty unions are attempting to address both the professional concerns of their members and their working conditions, either within the formal scope of negotiations, or by way of attempting to influence an institution's policy externally. Therefore, how faculty's professional lives are affected by collective bargaining agreements is based on the key factors of what issues are chosen by unions as bargaining topics and why. By way of illustration, even a cursory scan of the *Chronicle of Higher*

Education on a monthly basis will yield numerous instances where faculty unions are addressing issues that, on the one hand, could be considered working conditions yet on the other, professional concerns. For example, the recent battle through funded studies and then advertisements by the American Federation of Teachers, equating distance education to the “five minute university” once used as a joke on the American television show, Saturday Night Live (Blumenstyk & McCollum, 1999). If distance education can be considered a professional concern of academics, which as an alternative means of delivering instruction it must, then this is just one example where addressing higher education faculty’s professional concerns is appearing to fall within the scope of appropriate activities for their unions. And, as pointed out in the Rhoades (1998) study, distance education is showing up in collective bargaining agreements as an article for negotiation because it affects a faculty’s teaching loads.

In some cases administrations bring to the bargaining table issues that might serve to alter the professional status of faculty. A recent example is found in the Massachusetts state system of higher education (Footnotes, 1999). In the spring of 1999, this large state system composed of both two and four-year institutions, proposed to put on the negotiating table the concept of multiyear contracts for faculty instead of tenure. The plan was that faculty who accepted the multiyear contract would receive a negotiated premium salary payment of a proposed five to ten percent in lieu of tenure.

However, the Rhoades (1998) summary study of 212 faculty collective bargaining agreements may be one of the most compelling reasons to suggest that further study is needed at this time to examine if faculty are in reality having their professional roles redefined by collective bargaining agreements. This study introduced an intriguing new

concept about the content and intent of faculty collective bargaining agreements, i.e., the “managed professional,” a new concept, which, if accurate, deserves further examination based on the challenges it poses for higher education. However, because the study was based on a contract analysis without a survey of faculty, it does not address the question of whether faculty perceive that collective bargaining has altered their professional status. Consequently, further inquiry into the issue, assessing faculty attitudes to examine the has value.

Union advocates and union officials often state that collective bargaining is a way to gain the professional status that college faculty desire. They argue that faculty are “employed professionals in a unique employer-employee relationship, and as such is already in a struggle with the administration over many aspects of faculty and college life” (Cunningham, 1984, p. 28). Thus, they can only gaining from the advocacy provided by the union in this struggle.

Advancement of faculty is another issue associated with collective bargaining. Cunningham (1984), found that,

Since the collective bargaining agreement binds all, individual advantages may be sacrificed to the demands of the whole faculty. Merit promotions or rewards made cede to seniority. Incremental advantages to the few may be lost in order to better the economic state of many (p. 28).

Therefore, those who equate collective bargaining with a loss of professionalism may fear as well some loss of individual recognition and rewards and, perhaps, of voice as well. Electing a faculty union to be the exclusive bargaining agent for the faculty does mean that to a large extent there is an “exclusivity” of voices communicating about faculty work conditions. It becomes a matter between the union and the administration. Those being represented by the union, if they do not support it and its goals, may argue

that they have had their right to act and voice their concerns independently to administration restricted (Cunningham, 1984).

Public institutions have the added problem of whether a whole state system should be included or whether the faculty at each campus should negotiate its own contract separately (Cunningham, 1984). And there are the related issues of whether departmental chairpersons are excluded from the unit, and whether part-time faculty should be included. Some notable cases where department chairpersons have played a role include C.W. Post where they were excluded from the unit, while at Fordham the department chairpersons were not (Cunningham). While the National Labor Relations Board has refused to set general guidelines for defining units, preferring to decide cases individually, it is interesting to note that what groups are included in a unit may affect the outcome of who wins an election for bargaining agent. Finkin (1981) observed that an employee organization would inevitably seek to control its membership, desiring to engage only those who would support its selection and subsequent election as the exclusive agent. Thus, how the battle lines are drawn may not only determine how the battle is fought but by whom.

Academic Policy

The role of faculty unions and collective bargaining in the formulation and implementation of academic policy is one area that creates major controversy on campuses. While negotiators of collective bargaining units are expected to bargain on wages, hours and other items and conditions of employment, the issues of educational or academic policy are not as clear as to whether bargaining over these policies is a permissive or prohibited subject (Cunningham, 1984)

Kemerer and Baldrige (1976) noted that while collective bargaining may not be the appropriate arena for academic policy deliberations, it could coexist and even promote separate governance structures such as faculty senates. In fact there is evidence that faculty bargaining may have brought some improvement in faculty participation in deciding academic policy issues through the creation of faculty senates or councils and other governance mechanisms where they did not previously operate. Examples are Rider College and Fairleigh Dickinson before its unions were decertified because of Yeshiva (Begin, 1992). Indeed the topic of academic policy has been found to be a permitted area of negotiation in some states, and prohibited in some states such as New Jersey (Begin). In the case of Minnesota's community colleges, as a result of the Supreme Court case, Minnesota State Board for Community Colleges v Knight, 465 U.S. 271 (1984), a state law mandating that "meet and confer" sessions be conducted only by members of the union and the administration was upheld (Franke, 1992). The aspect of this case was that it included discussions, not just about agency fees and other direct union and administration matters, but also issues of academic policy as well. In this case, the Supreme Court ruled that a state could, if it chose, give the union the enhanced voice in formal institutional deliberations and that there did not exist a constitutional right for faculty to participate in university governance (Franke).

However, even when shared governance structures are put in place through collective bargaining to address academic policy, this does not mean that such a shared system of decision-making authority between faculty and administration equates to a situation where the latter delegates it to the former without a veto (Cunningham, 1984).

Final authority is still vested with the administration and the board of trustees, and this is a point not likely to be bargained away.

Court Rulings and Higher Education Faculty under Collective Bargaining

As noted in the introduction, the application of court rulings related to higher education labor relations is also rooted in the industrial model as they are predicated on law embodied in the National Labor Relations Act of 1935 which followed that model. These rulings have significant impact on higher education labor relations. Most notably of these decisions is the National Labor Relations Board v Yeshiva University (1980). As stated previously, collective bargaining separates management and employees; what were once educators in public education have become “us” and “them.” The United States Supreme Court in Yeshiva held that the faculty of Yeshiva University were “managerial employees” and therefore were not eligible to form a bargaining unit under the standards determined by the National Labor Relations Board (NLRB, 1980). The majority relied on the facts presented by the Yeshiva University administration that faculty at that institution performed critical functions in the setting of academic calendars, in curriculum and personnel decisions, in the grading systems for students and in admission and matriculation guidelines. It found that faculty recommendations were so generally followed that they “effectively determined” important decisions for Yeshiva University in these areas. This finding was dispositive in denying the faculty to bargain within the guidelines of the NLRA.

In the Court’s dissenting opinion on the case, Justice Brennan accused the five-member majority of predicating the decision on an idealized view of the university, one that in Brennan’s view did not comport with reality. He stated in his dissent:

The Court's perception of the Yeshiva faculty's status is distorted by the rose-colored lens through which it views the governance structure of the modern day university. The Court's conclusion that the faculty's professional interests are indistinguishable from those of the administration is bottomed on an idealized model of collegial decision making that is a vestige of the great medieval university. But the university of today bears little resemblance to the 'community of scholars' of yesteryear. Education has become 'big business' and the task of operating the university has been transferred from the faculty to an autonomous administration . . . (*NRLB v. Yeshiva*, 1980, pp. 702-3).

Though arguably the *NRLB v. Yeshiva* decision was applicable only to those few institutions whose faculties exerted absolute control over academic policy, it has in fact been interpreted more broadly. The *NLRB* conferred managerial status on all faculties that play a significant role in curriculum matters such as the determination of course content, core curriculum requirements, and grading standards (Osbourne, 1992). Because of the *NRLB v. Yeshiva* decision and its broad application by the *NLRB*, faculty organizing in the private sector came to an abrupt halt, and more than twenty faculty bargaining representatives lost their rights (Osbourne, 1992).

While the Yeshiva case has mainly affected the faculty of private institutions' ability to organize, it has also affected public institutions as their administrations have periodically attempted to have bargaining agents rendered decertified under Yeshiva such as the case of the University of Pittsburgh (Lee, 1992). However, more germane to the discussion here is that under the review of the *NLRB*, based on its interpretations of Yeshiva, faculty at some institutions can be considered more "managerial" than those at other institutions. This strikes to the very heart of the industrial labor model that is formulated on the separate camps of labor versus management. If there is only one party, "management," on a campus, then in the eyes of the *NLRB* there is no mutuality of interests of a separate group to represent. The industrial labor model does not readily

recognize a possible new category of professionals in the current internal configuration of colleges and universities, nor does it allow for the new realities of the “big business” of higher education. There can be no blurred lines between labor and management in the traditional industrial labor model, and for this reason it is less applicable to American higher education and its reality of blurred lines of responsibility and authority for running an institution under the attempted rubric of “shared governance.”

Related Studies

According to Gary Rhoades (1988), the professional autonomy of faculty, i.e., their ability to control certain decisions governing their professional lives within an institution, is affected by administration’s attempts to leverage greater managerial discretion over these decisions. The result of this, according to Rhoades, is that the management hierarchy of colleges and universities has gained greater flexibility to reorganize their institutions, and redirect academic labor with a related result of stratifying faculty into various levels with differing professional privileges and concerns. Rhoades sought to examine how collective bargaining agreements embodied the continuing negotiation between a faculty’s professional autonomy and the administration’s managerial discretion over decisions that not only impacted an institution but had an impact on the professional concerns of faculty as well.

Rhoades’s study (1998) examined 212 collective bargaining agreements for the faculty of two-year and four year, public and private institutions in the 1990s, a body of contracts estimated by the author to be 45 percent of all faculty contracts. He undertook a “thematic and rhetorical analysis of contractual language regarding various terms of faculty labor concentrating on contracts’ themes, rhetoric, specific terminology, and

emphases . . . primarily a close reading and systematic content analysis of the contracts” (Rhoades, 1998, p. 6). The author also noted that he conducted some statistical review of the incidence of various provisions of the contracts by institutional type.

His hypothesis was that faculty in higher education are increasingly becoming “managed professionals” with their professional role in institutional decision making becoming limited, along with the available and viable constraints on the exercise of managerial discretion in these decisions, Rhoades proposed that this imbalance resulted in a stratification of the faculty profession. However, Rhoades also pointed out that faculty are not powerless, that through the use of the collective bargaining agreements faculty have been able to build in checks on managerial discretion over decisions affecting faculties’ professional lives. In addition, Rhoades noted that faculty collective bargaining agreements might work to allow faculty to determine the contractual conditions of their work, which shore up their professional autonomy. However, per Rhoades, “in the social relations of work between managers and faculty, the balance of managerial discretion on the one hand, and of professional autonomy and involvement on the other, is weighted in the former direction. But there is counterbalance; the relations are not one-sided” (Rhoades, 1998, p. 6). To examine these relations in the context of the contracts, Rhoades analyzed specific terms of faculty labor: salary adjustments for faculty (merit, market and equity), the reorganization of academic programs coupled with the retrenchment of faculty, the use of part-time faculty, the use of technology in the curriculum, and ownership issues pertaining to the use of faculty’s time and intellectual property.

Briefly summarized, Rhoades concluded in his analysis of the contracts that in regard to the salary issues studied (merit, market, and equity), “over two-thirds of the contracts accord managers discretion to set initial salaries” (Rhoades, 1998, p. 259). However, he also found that the labor market’s influence on salaries was considerable, and while unions were not antithetical to the market driven nature of salaries (20% of the 212 contracts contained market provisions), unions usually promoted the collective interests of the faculty through the use of set salary structures and across-the-board-percentage raises. In addition, the study revealed evidence that merit also had a place in contracts with 68 percent of four-year institutions, and 19 percent of two year, having some form of merit, whether it was phrased in those terms or in items such as promotions or other proxies for merit. Rhoades, however, concluded that

despite union efforts to constrain managerial flexibility in differentially setting and shaping faculty salaries, and to restrain salary inequities among faculty, the prevailing trend in salaries over two decades is increased salary dispersion, [with] the gap between field at the top and the bottom of the salary hierarchy has increased over time, as has the gap between men and women” (Rhoades, p. 260).

Furthermore, he concluded that salaries, and thus resources, have been used by management to restructure the faculty workforce by “differentially investing and allocating their monies across academic fields, restricting growth in some areas even as they accelerate growth in others” (Ibid).

In his review of the findings on the retrenchment of faculty, Rhoades wrote, “due to the efforts of faculty unions it *is* more procedurally (and politically) difficult than most managers would like [and the contracts’] provisions are filled with structures that lay out the time and energy required to lay off faculty” (Rhoades, 1998, p. 261). But Rhoades found that managers retained most of the authority to make exceptions to established

procedures such as the order of layoff, the reassignment of faculty, or they controlled the definition of new academic units for which faculty laid off may or may not be reassigned. For example, his study found that 178 of the 212 contracts had retrenchment clauses, and 94 percent of this group had some provision for managerial discretion in their exercise including in 42 percent of the contracts (of the 178), no specific rationale given for the retrenchment of faculty. Fundamentally, then Rhoades concluded that despite all the consultation on layoffs as determined by collective bargaining agreements in that included faculty, "it is managers who determine whether and where to retrench" (p. 261). And, as he also noted, while faculty do play a role, it is mainly one that is reactive even if there are provisions made in contracts for management and faculty to meet prior to the determination that layoffs are needed.

Rhoades' second thesis is that contract provisions that are weighted in favor of managerial discretion result in stratification of the faculty profession. Faculty were stratified as a work force in two ways. First, the contracts of four-year institutions, as opposed to two year, were more likely to allow for faculty discussion with retrenchment issues. This led to the situation where one class of benefits was provided to one type of faculty and not another, thus sharpening the 'professional divide,' i.e., stratification, between the faculty of two and four year institutions which already existed due to institutional type. Second, most retrenchment clauses allowed for seniority rights in the issue of layoffs, with allowances in many cases for the practice known as 'bumping' whereby senior faculty displaced junior in their positions instead of being laid off. While this has the professional advantage of protecting senior faculty from being targeted for

layoff by management, it also has the effect of stratifying, and accentuating the divisions between types of faculty.

The next area Rhoades studied was the use of part-time faculty. He concluded that this area of professional concern to faculty is inadequately addressed by the contracts studied. For example, eighty percent of the 183 contracts that mentioned part-time faculty, “do not define conditions of appointment/release for part-time faculty [and] they do not have collective work-force provisions that limit managerial discretion in relation to part-time faculty” (Rhoades, 1998, pp. 164-165). Since, according to Rhoades, the use of part-time faculty is one way institutions can allocate (and reallocate) resources related to faculty, he considered it somewhat “surprising, then that unions had not more actively (or successfully) negotiated standard professional procedures that would make it more complicated for managers to utilize part-time faculty thereby discouraging them from utilizing as many as they increasingly do” (Rhoades, 1998, p. 263). The extensive use of part-time faculty, coupled with their lack of status in the contract’s language, found to be lending evidence that managerial discretion, was further stratifying the faculty ranks.

Instructional technology (especially delivery of courses over the Internet), the fourth major area of the five Rhoades examined in the contracts was an area that yielded a slim set of evidence. Per Rhoades, this may or may not be indicative that it is a focus of contractual concern between faculty and institutional management. In reviewing the findings he stated “it is often in managers’ best interest to keep matters out of the contract—that generally increases their discretion...absence from a large number of contracts does not necessarily mean lack of managerial interest in the issue. Indeed managerial interest is strong” (Rhoades, 1998, p. 175). While he found that the national

faculty unions pressured local unions to include it in contracts, only about 78, or one third of the 212 contracts examined, had provisions related to instructional technology. Only twelve of these refer to instructional technology in some way, and eight of these gave managers the rights to determine the utilization of technology in the classroom. Not surprisingly, most of these provisions were found in the contracts of two-year institutions. In his opinion after examining the contracts, Rhoades stated that

new technology offers new opportunities for establishing faculty control of instructional delivery . . . if faculty do not take advantage of this opportunity other groups will step in to fill the void . . . new categories of nonfaculty, nonbargaining-unit members to support and Oversee . . . (Rhoades, 1998, p. 266).

Based on his research of the contracts, Rhoades felt this might be another way in which faculty could be separated from the design and offering of a curriculum, as the delivery of Internet courses opened up another pathway for institutions to utilize part-time faculty.

Concerning the last of the five major areas of examinations in Rhoades' study of the contracts, outside employment and intellectual property rights, his findings proved to be "counterintuitive in terms of academic hierarchy" (Rhoades, 1998, p. 266). By this he meant that faculty in two year institutions appeared to have greater latitude in their outside employment and on intellectual property rights than their colleagues in four year institutions. In addition, unionized faculty seemed to have greater protections in regard to outside employment and intellectual property rights than their counterparts in non-unionized research institutions. With regard to outside employment, when mentioned in 62 percent of contract provisions found in the study of 212 contracts, most provisions were related to conflict of interest concerns, with references to the institutions having first claim on a faculty member's time. And, when it came to who decided on what was a

conflict of interest, in the case of 33 percent of those provisions, it was an institution's administration that determined it.

Intellectual property rights were mentioned in 71 of the 212 contracts with some clearly defined issues for example, 60 percent of this group of contracts spelled out terms of ownership, according to Rhoades. In addition, he found that these clauses were no more likely to appear in four-year institutional contracts than two year. However, if 71 of the 212 contracts had these provisions, he pointed out, that meant 141 had no provisions at all referring to the matter.

Thus, Rhoades concluded in his study that faculty unions had advanced and protected their members' interests in wages and benefits. However, they "have been less successful in negotiating provisions regarding the distribution and configuration of the work-force, that effectively restrict managerial discretion and promote faculty involvement in reorganizing the work-force and in utilizing part-time faculty and instructional technology" (1998, p. 275).

Several things stand out in reviewing the study by Rhoades. First, the study was limited to five broad types of contractual provisions: the salary issues of merit, market and equity; faculty retrenchment; the use of part-time faculty; instructional technology; and controls on faculty's time and intellectual property. The study did not include other pertinent types of provisions which may or may not support Rhoades's theory of the faculty as managed professionals, such as training stipulations, grievance procedures, management's rights, performance reviews, or appointment/reappointment and tenure issues to name just a few alternate possibilities for focus.

Second, it is hard to determine how many of the contracts of the 212 studied belong to four year, and how many belong to two year institutions, and what level of each (doctoral, baccalaureate, or community, technical, etc.). Although Rhoades does break down some specific contract findings by type of institution, two year or four, it is hard to gauge overall how his summary conclusions apply by type and level of institution. For example, which group had more ‘managed professionals,’ four-year faculty or two? Also which type of institution had a greater propensity to manage their professionals? Finally, did union affiliation (AAUP, AFT, or NEA) impact the balance between the professional autonomy of faculty and the use managerial discretion?

Finally, the study does not address how contracts’ limitations and required scope are understood, interpreted, and complied with, in practical terms, by both administration and faculty. As observed in one classic study on the effect of unions on management, “the gap between the results and the language can be large and significant” (Slichter, Healy, & Livermash, 1960, 710). At the very least, it would seem to indicate that the areas of study explored by Rhoades are ripe for further examination and perhaps different approaches.

A Need for Further Study

The preceding review of the literature culminates in one overarching point—that the inclusion of professionals in a unionized workforce, particularly higher education faculty, has not been one of unquestioned acceptance. A key concern is that faculty are members of a learned profession that not only has enjoyed but may require working conditions that are antithetical to the industrial labor environment of a unionized workforce.

It is important to note that there have been few reported recent studies of collective bargaining in higher education. While faculty members engage in new and healthy debate over unionization and collective bargaining in both public and private school sectors, and graduate student unions gain in numbers, there is still inadequate study of how the professoriate and higher education in general is faring with these new labor relationships. It is hoped that the study presented in the following pages adds, with pertinence and timeliness, to the body of research in this field and intrigues others to use any of its omissions as a stepping-stone to further inquiry.

CHAPTER 3

METHODOLOGY

Research Design

The purpose of this study was to examine how college and university faculty perceived that their professional concerns were affected by working under a collective bargaining agreement. The review of the literature identified the following faculty professional concerns:

Faculty Professional Concerns

- A. The ability of the faculty to effectively influence who will join and continue on the faculty.
- B. The ability of the faculty to determine the curriculum.
- C. The ability of the faculty to determine what instructional practices/delivery systems will be used their classrooms.
- D. The ability of the faculty to set the requirements for granting of a degree.
- E. The ability of the faculty to determine their teaching, scholarship, and service requirements.
- F. The right of the faculty to exercise their academic freedom.
- G. The ability of the faculty to exercise reasonable shared governance, (exercising a wider role in institutional governance beyond the classroom and the department level).

The seven professional concerns informed the formulation of the research questions below.

Research Questions

1. Do faculty perceive that collective bargaining facilitates or inhibits their professional autonomy?
2. Do faculty perceive that collective bargaining in general is important to their sense of professionalism?
3. Do the collective bargaining agreements support professional autonomy?

The study relied on a combination of survey research and contract analysis. For the contract analysis phase of the research, the associated collective bargaining contracts of the institutions that employed the surveyed faculty were examined for language in the contracts that might impinge on the professional concerns of the faculty, aid them, or hinder them.

For the survey phase, 650 randomly selected faculty members covered by the contracts were surveyed to ascertain their perceptions on how the contracts may be affecting their professional status. A list of the institutions whose contracts were examined is presented below:

Table 1

New England Institutions:
4 Year Public Institutions with Faculty Collective Bargaining Agreements

State	Bargaining Unit	Agent	Institutions
Connecticut	Connecticut State University System	AAUP	Central Connecticut State Eastern Connecticut State Southern Connecticut State Western Connecticut State
	University of Connecticut	AAUP	U of Connecticut-Hartford U of Connecticut-Southeastern U of Connecticut-Stamford U of Connecticut-Storrs U of Connecticut-Torrington U of Connecticut-Waterbury
Maine	University of Maine System	NEA/MEA	University of Maine University of Maine-Augusta University of Maine-Farmington University of Maine-Fort Kent University of Maine-Machias University of Maine-Presque Isle University of Southern Maine
Massachusetts	Massachusetts State College System	NEA/MEA	Bridgewater State Fitchburg State Framingham State Massachusetts College of Art Massachusetts Maritime Academy North Adams State (now Mass. College of Liberal Arts) Salem State Westfield State Worcester State
	UMass-Amherst	MSP-FSU	U of Massachusetts-Amherst
(Currently the same contract with U of Mass-Boston)			
	UMass-Boston	MTA/NEA	U of Mass-Boston
	UMass-Dartmouth	AFT	U of Mass -Dartmouth
	UMass-Lowell	MSP/MST/ NEA	U of Mass-Lowell
New Hampshire	Keene State	NEA	Keene State
	University of New Hampshire	AAUP	University of New Hampshire

Table 1 (cont.)

State	Bargaining Unit	Agent	Institutions
Rhode Island	Rhode Island College	AFT	Rhode island College
	University of Rhode Island	AAUP	CCE Campus Kingston Campus Narragansett Bay W. Alton Jones Campus
Vermont	Vermont State Colleges	AFT	Castleton State Johnston State Lyndon State

Population

The subjects for this study, the institutions above, were drawn from the January 1997 edition of the *Directory of Faculty Contracts and Bargaining Agents in Institutions of Higher Education* (Hurd, Foerster & Johnson, 1997). For one phase of the research work, the contract analysis, the 13 contracts listed in the directory for full-time tenure track faculty at the four-year, public higher education institutions in the six New England states (Connecticut, Maine, Massachusetts, New Hampshire, Rhode island and Vermont.) formed the core of the population for the contracts analyzed. [Note: The service academies of the Coast Guard, and Maine Maritime, while public institutions were eliminated from the population for this study due to their unique missions and the compositions of their faculty]. A representative from each institutional bargaining unit or institutional general counsel's office was contacted in writing for a copy of their faculty collective bargaining agreement which was in effect in the year 2000, and in most cases the contracts or excerpts of them were also available on-line at the institutions' WEB sites.

Second, for the survey of faculty, one institution per contract [a total of thirteen schools] formed the institutional population for the study from which the faculty sample was drawn. In the cases where more than one institution is covered by a contract, only one institution was chosen by way of random selection. Then to select faculty to receive the survey, the faculty at each of the thirteen institutions with one of the three titles of assistant professor, associate professor, or professor, were placed into a possible population for sampling. Then in order to select the faculty sample that received the survey, fifty faculty members from each of the thirteen institutions were randomly selected, thus yielding a total sample size of 650 faculty members. (Note: if there were more than one institution represented by a single contract as the case with a system, one institution within that system's contract was randomly selected to draw the fifty faculty to be surveyed, this is further discussed in the review of the survey's data in the next chapter). The survey was sent out to this sample in September 2003, with follow-ups in March 2004. (See Appendix B for a copy of this survey instrument).

Instrumentation

The survey instrument was a combination of Likert Scale questions and other selected response questions. The survey also solicited demographic information regarding the department of the faculty, their discipline, some personal characteristics such as gender, age, academic rank, and the name of the union representing faculty on-campus, as well as whether they are members of the union, and if, yes, how long. It also asked for their terminal degree, the number of years since their terminal degree had been earned, the number of years they had been in higher education, the size of their institution, their

primary level of teaching assignments (undergraduate or graduate), and the highest level of degree awarded at their institution.

To test the survey, it was piloted to a random sample of twenty-five tenured/tenure track faculty at the Education Department of Sonoma State University during the spring of 2003. It was explained in the cover letter that this was a pilot to test the instrument. Responses derived from the pilot were used to test the questionnaire and resulted in some changes made in the final survey instrument. These included changing it to a “phrase version” and clarifying the wording of some of the questions.

In addition, a panel of seven experts drawn from researchers and practitioners in the field of law and collective bargaining were contacted to review the survey for form and content. Of the seven contacted four submitted both written and verbal comments on the survey. The four who responded were the following:

Frank Annunziato, Ph.D., Director, AAUP Chapter, University of Rhode Island

James P. Begin, Ph.D., Professor Emeritus University of Texas Law School

Robert C. Cloud, Ph.D., Baylor University

John F. Schwaller, Ph.D., Provost, University of Minnesota, Morris

Their comments for changed wording, format alterations, and added content were also incorporated into the final version of the actual survey distributed.

Data Collection: The Survey

The survey questionnaires, with an accompanying cover letter explaining the survey and its purpose, were sent out in September 2003, requesting that respondents return them within two weeks. A postage-paid, self-addressed envelope also accompanied the survey to foster returns. In addition, a separate postage-paid return postcard to be

mailed separate from the surveys was also provided so the returns could be tracked. To increase response rates, a random drawing raffle of returned postcards was also used with two recipients receiving a \$125.00 gift certificate each to the on-line bookseller, AMAZON.COM from a random drawing of the returned postcards.

The first wave of returns yielded 140 surveys. A second survey appeal was sent out the first week of March 2004 in an attempt to increase the response rate. This produced another forty surveys, with another eleven being returned for faculty who had left their institutions, were since deceased or retired, plus another four with notes from faculty that they did not believe they could answer the survey for reasons ranging from “lack of knowledge” about their campus to feeling “unqualified” to know about collective bargaining at their institution because they were not eligible to be a member of the faculty union. Therefore by the time of analysis, of the original sample of 650, 180 usable surveys or 27.69 percent were returned.

The analysis of the survey questions’ responses associated with Research Question #2 (Do faculty perceive that collective bargaining in general is important to their sense of professionalism?), questions, 26, 28, and 30 on the Likert Scale section of the survey also were reviewed, and in turn, those results analyzed for their variances resulting from the respondents’ academic ranks, disciplinary affiliations and specific union memberships.

Data Collection: The Contracts

Requests for the contracts of the thirteen institutions whose faculty were surveyed were made during the fall/early winter of 2000, with follow-ups for missing contracts made again in late 2003 and early 2004. The requests were made in writing

with additional follow-up letters, telephone calls, and emails to those institutions that failed to respond within three weeks. In most cases copies of the contracts needed were available via the WEB for public viewing, (or at least sections of them were also available as an institution's WEB site), or by simply requesting them in writing through an institution's general counsel.

Limitations of the Study

One of the limitations of this study is that it deals only with unionized faculty in New England, so caution has to be exercised if its findings are applied to other faculty groups. Additionally, the response rate of 27.69 percent may lack the sufficient percentage to fully represent the 650 faculty of the original sample.

A second limitation of this overall study is that with regard to the review of contracts, it was just that, a review of the contracts and their contents as a group. No attempt was undertaken to compare the perceptions of the faculty respondents against their own actual contracts, nor was work endeavored to compare specific campus practices with the content of each of the contracts, and also with the laws of the state, or the associated handbooks and other regulations of the campuses on their related system umbrella units. Thus, how past practices are relied upon when faculty and administrations interact on a campus, and the associated other factors that influenced the perceptions of the respondents, in addition to the contract language, was not involved in this study.

CHAPTER 4

DATA ANALYSIS: SURVEY RESULTS AND FINDINGS

“Don’t join too many gangs. Join few if any.
Join the United States and join the family---But not much in between unless a college.”

Robert Frost, Build Soil, (1932) (As cited by Bartlett, 1992)

Purpose of the Study

The purpose of this study was to examine how college and university faculty perceived their professional concerns were affected by working under a collective bargaining agreement. Those professional concerns identified for the purposes of the study are delineated below.

Faculty Professional Concerns

- A. The ability of the faculty to effectively influence who will join and continue on the faculty.
- B. The ability of the faculty to determine the curriculum.
- C. The ability of the faculty to determine what instructional practices/delivery systems will be used their classrooms.
- D. The ability of the faculty to set the requirements for granting of a degree.
- E. The ability of the faculty to determines their teaching, scholarship, and service requirements.
- F. The right of the faculty to exercise their academic freedom.

- G. The ability of the faculty to exercise reasonable shared governance, (exercising a wider role in institutional governance beyond the classroom and the department level).

Coupled with these seven professional concerns were the three key research questions that this study sought to answer. These are:

Research Questions

1. Do faculty perceive that collective bargaining facilitates or inhibits their professional autonomy?
2. Do faculty perceive that collective bargaining in general is important to their sense of professionalism?
3. Do the collective bargaining agreements support professional autonomy?

The two respondent groups (September 2003 and the follow-up mailing results of March 2004) were compared against one another to ascertain if there were any significant differences between the two waves of respondents which could affect the outcome of the findings. Tables 2 through 4 (and their Chi-Square tests) below show the results of the comparison between the first respondent group from September 2003 (N = 106) and the second respondents group from March 2004 (N = 35) in the key demographic areas of rank, tenure status, and union membership. Also depicted in Table 4 is how they are compared on the basis of the results to one question on the survey #31. Based on these findings both groups are similar enough to be combined as one group for analyzing the survey results as the Chi Square tests for all indicated a $p > .05$.

Table 2
Rank, Tenure, and Union Membership Comparisons

		Time when respondent returned survey		Totals
		Sept. 2003	March 2004	
Rank	Professor	51	18	69
	Associate	36	9	45
	Assistant	19	8	27
Total		106	35	141
Tenure Status	Tenured	86	27	113
	Tenure Track	20	8	28
	Total	106	35	141
Union Membership	Not Eligible	1	0	1
	Other	7	0	7
	NEA	28	13	41
	AAUP	27	11	38
	AFT	31	9	40
	Not a Member	11	2	13
	Total	105	35	140

Table 3

Chi-Square Tests Rank Comparisons: Rank, Tenure, and Union Membership.

	Pearson Chi-Square Asymp. Sig. (2-sided)	df
Rank	.621	2
Tenure	.608	1
Union Membership	.448	5

Table 4

Comparison Results:
Cross Tabulation of Question 31's Results and Times of Returned Survey

Question 31. Comparison Results:		Time when respondent returned survey		Total
		Sept. 2003	March 2004	
As a professional, I really cannot see myself represented by a union.	Strongly Disagree	45	16	61
	Strongly Agree	6	1	7
	Neutral	15	6	21
	Disagree	29	11	40
	Agree	11	1	12
Total		106	35	141
Pearson Chi-Square Asymp. Sig. (2-sided)				
		.637		4

The resulting 141 survey respondents were also randomly arranged in terms of their academic department, gender, other characteristics and titles, just as the 650 where, and further as the list below illustrates, no single institution dominated in the group of survey returns:

Institution	Number Returned	Percent of Return/(141)
Connecticut State University System (Southern Connecticut State University)	8	5.67
Keene State College	9	6.38
Massachusetts State Colleges (Bridgewater State College)	8	5.67
Rhode Island College	16	11.35
University of Connecticut	10	7.09
University of New Hampshire	12	8.51
University of Maine System (University of Maine-Orono)	14	9.93
University of Massachusetts (Amherst & Boston) (University of Massachusetts-Amherst)	9	5.67
(University of Massachusetts-Boston)	10	7.09
University of Massachusetts at Dartmouth	15	10.64
University of Massachusetts at Lowell	10	7.09
University of Rhode Island	10	7.09
Vermont State Colleges (Castleton State College)	10	7.09
Total	141	100.00%

The Respondent Group and their Characteristics

In terms of characterizing the respondents by their answers to the demographic questions of the survey, the following can be stated:

- the mean age was 53 with a median age of 55;
- 68.8% or 97 were male, 44 or 31.2% female;
- the mean number of years spent in higher education was 21
- the mean number of years since they obtained their terminal degree was 21 years;
- the mean number of years that each had been a member of a faculty union was 14 years, the median was 12.5 years;
- 66 or 46.8% taught only at the undergraduate level, 15 or 10.6% taught only at the graduate level, and 60 or 42.6% taught at both the undergraduate and graduate levels.

Table 5 describes the other characteristics of the respondents such as tenure status, rank, their terminal degrees, college-departmental affiliations, and the associated unions represented by the respondents, and reveals even more about their demographics.

Table 5

Demographic Overview of Respondents (by percent)

	Tenure	Rank	Terminal Degree	Discipline	Union
Tenure Track	19.9				
Tenured	80.1				
Assistant		19.1			
Associate		31.9			
Professor		48.99			
Bachelors			.7		
Masters			10.6		
Doctorate			87.9		
Missing			.7		
Liberal Arts				34.8	
Life Sciences				5.0	
Physical Sciences				16.3	
Engineering				5.0	
Fine Arts				8.5	
Health Sciences				12.1	
Business and Economics				7.8	
Other				2.1	
Missing				8.5	
Not a Member					9.2
AFT					28.4
AAUP					27.0
NEA					29.1
Other					5.7
Missing					.7

[Note*: To determine associated 'academic department affiliations' as asked with question # 6, in Section I on the survey, the University of New Hampshire's organization of colleges and their departments was used as a framework. The category of "Not a Member" was used on the survey to distinguish those who self-identified as not having joined by choice as opposed to being ineligible by status to join the faculty union on their campus].

The demographic data yielded from the surveys on the institutions of the respondents included the size of their institutions and the highest level of degrees offered at their institutions. The results below (Table 6) point to an institutional profile as depicted by the respondents that was predominately made up of medium sized institutions, (10,001 to 15,000 FTE), offering some doctorate level degrees, thus with an associated level of research activity.

Table 6

Institutions' Size as Reported by Respondents and Highest Degree Awarded by Institution (by percent)

Student Enrollment		Highest Degree Offered	
0-5,500	16.3	Bachelors	1.4
5,501- 10,000	29.1	Masters	21.3
10,001 – 15,000	41.8	Doctorate	76.6
15,001 – 20,000	5.0	Missing	.7
20,001 – 25,000	5.7		
25,001 – 30,000	.7		
Missing	1.4		

The three major unions, AFT AAUP, and NEA were almost equally represented by the respondent group, with 28.4%, 27%, and 29.1% respectively it can be also stated that the average respondent was a union member of one of the three major unions or of their affiliates.

Research Questions

The plan for analysis for this first research question started with a descriptive analysis of the 27 items aligned with the seven professional concerns. (Please see Appendix C for a listing of the survey questions noted by professional concern with results.) A Pearson product-moment correlation was conducted to ascertain the relationship between the questions. Because the correlations were high among the 27

items, a factor analysis starting with a principal component analysis followed. The seven professional concerns did not surface as separate factors. Five factors were revealed from the factor analysis. Those factors will be discussed below in conjunction with specific demographic variables (respondents' rank, discipline and union membership).

The analysis will begin with a review of the seven professional concerns and their corresponding items with mean scores. They are listed below.

- A. The ability of the faculty to effectively influence who will join and continue on the faculty. (Questions 4, 5, 6, and 10). $M = 3.21$
- B. The ability of the faculty to determine curriculum. (Questions 8, 11, and 16).
 $M = 3.05$
- C. The ability of the faculty to determine what instructional practices/delivery systems will be used their classrooms. (Questions 14, 21, and 27). $M = 3.14$
- D. The ability of the faculty to set the requirements for granting of a degree. (Questions 7, 15, 17, 23, and 29). $M = 3.19$
- E. The ability of the faculty to determines their teaching, scholarship, and service requirements. (Questions 3, 9, 19, and 20). $M = 3.19$
- (F) The right of the faculty to exercise their academic freedom. (Questions 12,13, 22, and 24). $M = 3.52$
- (G) The ability of the faculty to exercise reasonable shared governance, (exercising a wider role in institutional governance beyond the classroom and the department level). (Questions 1, 2, 18, and 25). $M = 3.55$

In sum, a review of the responses to the questions associated with each of the seven Professional Concerns addressed in the survey indicate a positive response to the

concerns, thus the respondents perceived that these concerns were addressed in their contracts. However as noted earlier, to more fully explore if these alone represent the professional concerns of the faculty as embedded in the answers to the survey's questions, a second approach to the survey results for this research questions was also undertaken, a data reduction through a principal component and factor analysis.

Data Reduction: Factor Analysis of the Professional Concerns' Questions for Research

Question

The seven professional concerns were formulated from a review of the literature and then used as a basis for developing the 27 Likert Scale survey items. While the data from the questions provided an overview of the professional concerns, they do not validate the seven professional concerns. Therefore, a Pearson product-moment correlation (Pearson r) was conducted for all the twenty-seven questions. (See Table 7, pp. 85-87.) The analysis showed a large number of significantly correlated questions meaning that relationships exist between and among the questions. This forms a basis for the next step, conducting a component analysis followed by a factor analysis to ascertain if the seven professional concerns manifested in the data. This analysis determined whether the questions clustered into the seven professional concerns, or resulted in a new set of factors.

Table 7

Correlations: Survey Questions for Research Question 1

Question #	Pearson Correlation	1	2	3	4	5	6	7	8	9
1		1.000								
2		.627 (**)	1.000							
3		.497 (**)	1.000	1.000						
4		.452 (**)	.459 (**)	.419 (**)	1.000					
5		.462 (**)	.547 (**)	.638 (**)	.574 (**)	1.000				
6		.424 (**)	.398 (**)	.529 (**)	.546 (**)	.652 (**)	1.000			
7		-.147	-.155	-.124	.546 (**)	.652 (**)	1.000	1.000		
8		.442 (**)	.334 (**)	.311 (**)	.492 (**)	-.38 (**)	.426 (**)	-.302 (**)	1.000	
9		-.294 (**)	-.260 (**)	-.167	-.260 (**)	-.332 (**)	-.245 (**)	.379 (**)	-.160	1.000
10		.329 (**)	.310 (**)	.203 (*)	.315 (**)	.281 (**)	.273 (**)	.107	.188 (*)	.011
11		.229 (**)	.330 (**)	.349 (**)	.440 (**)	.312 (**)	.323 (**)	-.118	.487 (**)	.017
12		.489 (**)	.517 (**)	.556 (**)	.514 (**)	.555 (**)	.591 (**)	-.220 (*)	.469 (**)	-.133
13		.502 (**)	.419 (**)	.532 (**)	.589 (**)	.603 (**)	.567 (**)	-.232 (**)	.559 (**)	-.288 (**)
14		.210 (*)	.269 (**)	.323 (**)	.467 (**)	.359 (**)	.422 (**)	-.172 (*)	.445 (**)	.007
15		-.212 (*)	-.145	-.156	-.300 (**)	-.246 (**)	-.277 (**)	.304 (**)	-.206 (*)	.341 (**)
16		.348 (**)	.231 (**)	.187 (*)	.431 (**)	.311 (**)	.345 (**)	.065	.298 (**)	-.137
17		.253 (**)	.467 (**)	.538 (**)	.508 (**)	.632 (**)	.578 (**)	-.265 (**)	.512 (**)	-.351 (**)
18		.170 (*)	.439 (**)	.334 (**)	.120 (**)	.298 (**)	.180 (*)	.013	.128	-.066
19		.232 (**)	.407 (**)	.423 l(**)	.326 (**)	.395 (**)	.320 (**)	-.096	.227 (**)	.039
20		-.290 (**)	-.326 (**)	-.490 (**)	-.415 (**)	-.494 (**)	0.552 (**)	.413 (**)	-.350 (**)	.324 l(**)
21		.449 (**)	.369 (**)	.465 (**)	.543 (**)	.588 (**)	.472 (**)	-.246 (**)	.509 (**)	-.176 (*)
22		.503 (**)	.366 (**)	.43 l(**)	.488 (**)	.445 (**)	.462 (**)	-.027	.411 (**)	-.048
23		.469 (**)	.334 (**)	.390 (**)	.459 (**)	.410 (**)	.475 (**)	-.341 (**)	.66 (**)	-.086
24		.556 (**)	.454 (**)	.595 (**)	.509 (**)	.642 (**)	.560 (**)	-.143	.469 (**)	-.120 (*)
25		.523 (**)	.676 (**)	.535 (**)	.506 (**)	.566 (**)	.449 (**)	-.160	.494 (**)	-.134
27		.104	.182 (*)	.275 (**)	.301 (**)	.195 (*)	.321 (**)	-.152	.300 (**)	.172 l(*)
29		.451 (**)	.371 (**)	.375 (**)	.489 (**)	.411 (**)	.476 (**)	-.322 (**)	.648 (**)	-.121

**Correlation is significant at the 0.01 level (2-tailed)

*Correlation is significant at the 0.05 level (2-tailed)

Table 7 (continued)

Question #	Pearson Correlation	10	11	12	13	14	15	16	17	18
1		.329 (**)	.229 (**)	.489 (**)	.502 (**)	.210 (*)	-.212 (*)	.348 (**)	.523 (**)	.170 (*)
2		.310 (**)	.330 (**)	.517 (**)	.419 (**)	.269 (**)	-.145	.231 (**)	.467 (**)	.439 (**)
3		.203 (*)	.349 (**)	.556 (**)	.532 (**)	.313 (**)	-.156	.187 (*)	.538 (**)	.334 (**)
4		.315 (**)	.440 (**)	.514 (**)	.489 (**)	.467 (**)	-.300 (**)	.431 (**)	.508 (**)	.230 (**)
5		.282 (**)	.312 (**)	.555 (**)	.603 (**)	.359 (**)	-.246 (**)	.311 (**)	.632 (**)	.298 (**)
6		.273 (**)	.323 (**)	.591 (**)	.456 (**)	.422 (**)	-.177 (**)	.345 (**)	.578 (**)	.180 (*)
7		.107	-.118	-.220 (*)	-.232 (**)	-.172 (*)	.304 (**)	.065	-.265 (**)	.013
8		.188 (*)	.487 (**)	.469 (**)	.559 (**)	.445 (**)	-.2-6 (**)	.298 (**)	.512 (**)	.128
9		-.011	.017	-.133	-.188 (**)	.007	.341 (**)	-.137	.351 (**)	.066
10		1.000	.305 (**)	.280 (**)	.337 (*)	.227 (**)	-.070	.293 (**)	.292 (**)	.324 (**)
11		.305 (**)	1.000	.473 (**)	.407 (**)	.337 (**)	-.056	-.101	.234 (**)	.409 (**)
12		.280 (**)	.472 (**)	1.000	.709 (**)	.438 (**)	-.100 (*)	.188 (*)	.533 (**)	.360 (**)
13		.377 (**)	.407 (**)	.709 (**)	1.000	.511 (**)	-.340 (**)	.351 (**)	.661 (**)	.216 (*)
14		.227 (**)	.337 (**)	.438 (**)	.511 (**)	1.000	-.132	.305 (**)	.431 (**)	.308 (**)
15		-.070	-.056	-.200 (*)	-.340 (**)	-.132	1.000	-.539 (**)	-.407 (**)	.136
16		.298 (**)	.101	.188 (*)	.351 (**)	.305 (**)	-.539 (**)	1.000	.402 (**)	.110
17		.292 (**)	.243 (**)	.533 (**)	.661 (**)	.431 (**)	-.407 (**)	.402 (**)	1.000	.195 (*)
18		.324 (**)	.409 (**)	.306 (**)	.216 (*)	.308 (**)	.136	.110	.195 (*)	1.000
19		.230 (**)	.396 (**)	.368 (**)	.305 (**)	.322 (**)	-.011	-.144	.265 (**)	.563 (**)
20		-.140	.331 (**)	-.535 (**)	-.555 (**)	-.455 (**)	.369 (**)	-.184 (*)	-.528 (**)	-.195 (*)
21		.269 (**)	.259 (**)	.540 (**)	.601 (**)	.375 (**)	-.293 (**)	.331 (**)	.633 (**)	.303 (**)
22		.356 (**)	.298 (**)	.408 (**)	.529 (**)	.371 (**)	-.185 (*)	.352 (**)	.400 (**)	.184 (**)
23		.243 (**)	.360 (**)	.478 (**)	.547 (**)	.451 (**)	-.323 (**)	.326 (**)	.594 (**)	.103
24		.273 (**)	.396 (**)	.608 (**)	.561 (**)	.373 (**)	-.209 (*)	.257 (**)	.502 (**)	.277 (**)
25		.380 (**)	.504 (**)	.558 (**)	.556 (**)	.430 (**)	-.120	.38 (**)	.438 (**)	.493 (**)
27		.133	.236 (**)	.319 (**)	.272 (**)	.507 (**)	-.061	.159	.234 (**)	.325 (**)
29		.323 (**)	.375 (**)	.576 (**)	.607 (**)	.488 (**)	-.226 (**)	.280 (**)	.553 (**)	.155

**Correlation is significant at the 0.01 level (2-tailed)

*Correlation is significant at the 0.05 level (2-tailed)

Table 7 (continued)

Question #	Pearson Correlation	19	20	21	22	23	24	25	27	29
1		-.290 (**)	.449 (**)	.503 (**)	.469 (**)	.556 (**)	.523 (**)	.523 (**)	.104	.451 (**)
2		.407 (**)	-.326 (**)	.369 (**)	.366 (**)	.334 (**)	.454 (**)	.676 (**)	.182 (*)	.371 (**)
3		.413 (**)	-.490 (**)	.465 (**)	.423 (**)	.390 (**)	.595 (**)	.535 (**)	.275 (**)	.375 (**)
4		.326 (**)	-.415 (**)	.543 (**)	.488 (**)	.459 (**)	.509 (**)	.506 (**)	.301 (**)	.489 (**)
5		.395 (**)	-.494 (**)	.588 (**)	.445 (**)	.410 (**)	.642 (**)	.566 (**)	.195 (*)	.411 (**)
6		.320 (**)	-.552 (**)	.472 (**)	.462 (**)	.475 (**)	.560 (**)	.449 (**)	.321 (**)	.476 (**)
7		-.096	.413 (**)	-.246 (**)	-.027	-.341 (**)	-.143	-.160	-.152	-.322 (**)
8		.227 (**)	-.350 (**)	.509 (**)	.411 (**)	.667 (**)	.469 (**)	.494 (**)	.300 (**)	.648 (**)
9		.039	.324 (**)	-.176 (*)	-.048	-.086	-.210 (*)	-.134	.172 (*)	-.121
10		.230 (**)	-.140	.269 (**)	.356 (**)	.243 (**)	.273 (**)	.380 (**)	.133	.323 (**)
11		.396 (**)	-.331 (**)	.259 (**)	.298 (**)	.360 (**)	.396 (**)	.504 (**)	.236	.375 (**)
12		.368 (**)	-.535 (**)	.540 (**)	.480 (**)	.478 (**)	.608 (**)	.558 (**)	.319 (**)	.576 (**)
13		.307 (**)	-.555 (**)	.602 (**)	.529 (**)	.547 (**)	.561 (**)	.556 (**)	.272 (**)	.607 (**)
14		.322 (**)	-.455 (**)	.375 (**)	.371 (**)	.451 (**)	.373 (**)	.430 (**)	.507 (**)	.488 (**)
15		-.011	.369 (**)	-.293 (**)	-.185 (*)	-.323 (**)	-.109 (*)	-.120	-.061	-.226 (**)
16		.143	-.184 (*)	.331 (**)	.352 (**)	.326 (**)	.257 (**)	.338 (**)	.159	.280 (**)
17		.265 (**)	-.528 (**)	.633 (**)	.400 (**)	.594 (**)	.502 (**)	.438 (**)	.234 (**)	.553 (**)
18		.563 (**)	-.195 (*)	.303 (**)	.184 (*)	.103	.277 (**)	.493 (**)	.3251 (**)	.155
19		1.000	-.362 (**)	.439 (**)	.396 (**)	.281 (**)	.430 (**)	.425 (**)	.322 (**)	.252 (**)
20		-.362 (**)	1.000	-.489 (**)	-.382 (**)	-.493 (**)	-.539 (**)	-.474 (**)	-.282 (**)	-.476 (**)
21		.439 (**)	-.489 (**)	1.000	.463 (**)	.522 (**)	.509 (**)	.426 (**)	.406 (**)	.550 (**)
22		.395 (**)	-.382 (**)	.463 (**)	1.000	.476 (**)	.525 (**)	.399 (**)	.279 (**)	.404 (**)
23		.281 (**)	-.493 (**)	.522 (**)	.476 (**)	1.000	.482 (**)	.421 (**)	.422 (**)	.803 (**)
24		.430 (**)	-.539 (**)	.509 (**)	.525 (**)	.482 (**)	1.000	.634 (**)	.248 (**)	.424 (**)
25		.425 (**)	-.474 (**)	.426 (**)	.399 (**)	.421 (**)	.634 (**)	1.000	.299 (**)	.474 (**)
27		.322 (**)	-.282 (**)	.406 (**)	.279 (**)	.422 (**)	.248 (**)	.299 (**)	1.000	.434 (**)
29		.252 (**)	-.476 (**)	.550 (**)	.404 (**)	.803 (**)	.424 (**)	.474 (**)	.434 (**)	1.000

**Correlation is significant at the 0.01 level (2-tailed)

*Correlation is significant at the 0.05 level (2-tailed)

Table 8 illustrates the principal component matrix resulting from the factor analysis of the twenty seven questions, with Varimax rotation applied, and which converged in eight rotations.

Table 8
Rotated Component Matrix

	Component				
	1	2	3	4	5
question 1	.722	.295	-.159	.128	.194
question 2	.768	.105	.192	.000	.073
question 3	.751	.150	.273	-.002	-.056
question 4	.507	.400	.181	.336	-.029
question 5	.727	.162	.210	.279	-.110
question 6	.551	.339	.224	.307	-.144
question 7	-.065	-.376	-.009	-.118	.759
question 8	.282	.777	.014	.085	-.074
question 9	-.486	.137	.358	-.235	.450
question 10	.334	.226	.134	.245	.605
question 11	.307	.484	.335	-.132	.044
question 12	.622	.404	.305	-.018	.016
question 13	.625	.467	.114	.236	-.004
question 14	.161	.533	.469	.180	.026
question 15	-.135	-.056	.079	-.795	.262
question 16	.181	.149	.088	.809	.277
question 17	.638	.365	.095	.319	-.124
question 18	.310	-.035	.761	-.066	.157
question 19	.396	.083	.700	.072	-.064
question 20	-.475	-.287	-.327	-.198	.425
question 21	.447	.351	.383	.310	-.067
question 22	.478	.417	.108	.310	.288
question 23	.270	.806	.111	.166	-.102
question 24	.679	.361	.222	.178	.034
question 25	.608	.301	.373	.055	.118
question 27	-.039	.467	.658	.060	.008
question 29	.321	.793	.130	.079	-.051

Note: Extraction Method: Principal Component Analysis.
Rotation Method: Varimax with Kaiser Normalization.
Rotation converged in 8 iterations.

Table 8 makes clear that the 27 questions distilled into five factors that loaded at a rounded .450 or -.450 or higher. The Eigenvalues above 1.% explained 64.596 % of the variance as illustrated in Table 9. As shown in this table, Factor 1 explained 23.946% of the variance, Factor 2 16.294%, Factor 3 10.574%, Factor 4 8.317%, and Factor 5 6.365% of the variance.

Table 9
Total Variance Explained

Component	Initial Eigenvalues			Extraction Sums of Squared Loadings			Rotation Sums of Squared Loadings		
	Total	% of Variance	Cumulative %	Total	% of Variance	Cumulative %	Total	% of Variance	Cumulative %
1	11.121	41.189	41.189	11.121	41.189	41.189	6.465	23.406	23.496
2	2.182	8.082	49.271	2.182	8.082	49.271	4.399	16.294	40.240
3	1.778	6.583	55.854	1.778	6.483	55.854	2.855	10.574	50.814
4	1.446	6.355	61.209	1.446	6.355	61.209	2.462	8.317	59.131
5	1.157	4.287	65.496	1.157	4.287	65.496	1.718	6.365	65.496
6	.918	3.400	68.895						
7	.858	3.177	72.072						
8	.715	2.648	74.721						
9	.680	2.517	77.238						
10	.631	2.336	79.574						
11	.605	2.240	81.814						
12	.580	2.150	83.964						
13	.525	1.943	85.907						
14	.465	1.722	87.629						
15	.411	1.522	89.151						
16	.397	1.471	90.622						
17	.341	1.263	91.885						
18	.336	1.243	93.128						
19	.324	1.199	94.327						
20	.293	1.084	95.411						
21	.265	.983	96.394						
22	.234	.867	97.261						
23	.208	.772	98.033						
24	.167	.619	98.653						
25	.148	.547	99.200						
26	.121	.499	99.649						
27	.095	.351	100.000						

Note: Extraction Method: Principal Component Analysis

In addition, the Scree plot below in Figure 1 associated with this factor analysis indicated further the acceptability of the five factors as there is a clear break after the five factors on this scale.

Figure 1.

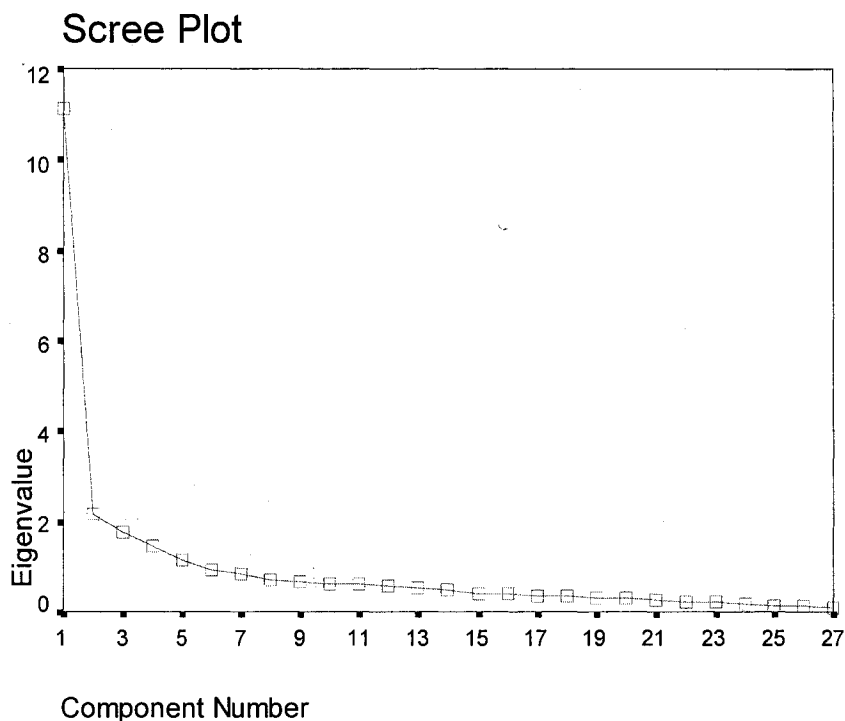


Table 10 (Factor Correlations) below provides further evidence that the five factors are significantly correlated to one another with a range from weak to strong. Factor 1 and Factor 2 have the strongest correlation (.710 at the .01 level). Factor 2 and Factor 5 have the lowest correlation (.024). In addition to being a weak correlation, it is not significant.

Table 10
Factor Correlations

		FACTOR1P	FACTOR2P	FACTOR3P	FACTOR4P	FACTOR5P
FACTOR1P	Pearson Correlation	1	.710(**)	.561(**)	.192(*)	.174
	Sig. (2-tailed)	.	.000	.000	.036	.056
	N	122	119	121	119	121
FACTOR2P	Pearson Correlation	.710(**)	1	.484(**)	.104	.024
	Sig. (2-tailed)	.000	.	.000	.240	.783
	N	119	134	130	130	130
FACTOR3P	Pearson Correlation	.561(**)	.484(**)	1	.203(*)	.127
	Sig. (2-tailed)	.000	.000	.	.021	.151
	N	121	130	133	128	130
FACTOR4P	Pearson Correlation	.192(*)	.104	.203(*)	1	.371(**)
	Sig. (2-tailed)	.036	.240	.021	.	.000
	N	119	130	128	132	130
FACTOR5P	Pearson Correlation	.174	.024	.127	.371(**)	1
	Sig. (2-tailed)	.056	.783	.151	.000	.
	N	121	130	130	130	136

Note: ** Correlation is significant at the 0.01 level (2-tailed).

* Correlation is significant at the 0.05 level (2-tailed).

Table 11, below, sorts the twenty-seven questions in the order in which they loaded into each of the five factors which surfaced from the analysis. Using .450 or -.450 (or those rounded up to) as the cutoff to determine which questions were loaded into each factor these associated questions are noted below by their load score in bold type under each factor. According to one factor analysis expert (Kline, 1994) loadings of a .600 or greater are to be considered as higher and those with a .300 to be moderate, with a negative or positive sign having no effect on this consideration. Therefore a cutoff with a rounded .450 captures those with above moderate scores thus aiming for loaded questions that have a higher than average relationship to each other in the loading to help find a clarity of definition of the factor itself.

Table 11
Factor Descriptors and Standardized Loadings

Survey Question #	Factor 1 Personal Protections	Factor 2 Program Controls	Factor 3 Administrative Restraint	Factor 4 Specified Academic Issues	Factor 5 Restrictive Contract Stipulations
Enhances the professional status of the faculty by its very presence on a campus	.722	.295	-.159	.128	.194
Enhances the practice of shared governance on a campus	.768	.105	.192	.000	.073
Effectively protects the faculty's interests in the post-tenure review process	.751	.150	.273	.002	.056
Protects the faculty's ability to effectively influence who will be hired as a faculty member	.507	.400	.181	.336	.029
Is effective in protecting faculty rights during promotion and tenure decisions	.727	.162	.210	.279	-.110
Preserves the ability of the faculty to determine the relative weight of teaching, scholarship, and service in promotion and tenure decisions	.551	.339	.224	.307	-.144
Primarily addresses issues unrelated to the faculty's professional issues	-.486	.137	.358	-.235	.450
Protects a faculty member's professional autonomy	.622	.404	.305	-.018	.016
Protects the control that I have over my scholarship/creative efforts	.625	.467	.114	.236	.004
Protects my ability to manage my classroom and give grades in the manner I feel is best	.638	.365	.095	.319	-.124

Table 11 (cont.)

Is ill equipped to address issues pertaining to my professional responsibilities of teaching, scholarship and service	-.475	-.287	-.327	-.198	.425
Protects my ability to determine what instructional practices I will use in my classroom	.447	.351	.383	.310	-.067
Satisfactorily protects my intellectual property rights from the claim of the institution to ownership of them	.478	.417	.108	.310	.288
Effectively protects my academic freedom	.679	.361	.222	.178	.034
Adds greater importance to my voice as a faculty member when speaking on matters relating to institutional performance	.608	.301	.373	.055	.118
Is effective in supporting the ability of the faculty to determine the curriculum	.282	.777	.014	.085	.074
Restrains my institution from restructuring academic programs without adequate consultation or the cooperation of the faculty	.307	.484	.335	-.132	.044
Contains adequate provisions to protect faculty determination of how new learning technologies will be implemented	.161	.533	.469	.180	.026
Effectively protects the faculty's ability to establish degree requirements	.270	.806	.111	.166	-.102
Our collective bargaining agreement effectively protects the faculty's ability to establish degree requirements	.321	.793	.130	.079	.051
Insures that the administration will not have too much power over the governance of my institution	.310	-.035	.761	-.066	.157

Table 11 (cont.)

Effectively controls the ability of the administration to unilaterally change the requirements of my position	.396	.083	.700	.072	-.064
There are adequate provisions in the collective bargaining agreement to protect faculty determination of how new learning technologies will be implemented.	.039	.467	.658	.060	.008
Should not address the establishment of degree requirements	-.135	-.056	.079	-.795	.262
Should include matter related to the curriculum, and be an appropriate subject of collective bargaining	.181	.149	.088	.809	.277
Is not effective in protecting the faculty's ability to establish the requirements of a degree	.065	-.376	-.009	-.118	.759
Facilitates the hiring of the best faculty through the use of monetary incentives	.334	.226	.134	.245	.605

Note: Extraction Method: Principal Component Analysis
 Rotation Method: Varimax with Kaiser Normalization
 Rotation converged in 8 iterations.

As Royce expressed it (1963; Kline 1994, p. 5.) a factor is a “construct operationally defined by its factor loadings,” or defined by Kline (1994, p. 5.), “essentially a factor is a dimension or construct which is a condensed statement of the relationships between a set of variables” [but] “obviously factor loadings must be defined.” To do this, the questions from the survey, as they loaded under each of the five factors, were examined for their commonalities of themes and further compared with the professional concerns used to create the survey questions themselves. Because these professional concerns were derived from the literature review thus derived ultimately from research processes, they provide the external criteria that Kline (1994) indicated as a necessary framework upon which to define factors.

Thus taking the questions’ loadings as bolded above in Table 11 under each factor, and examining them in a thematic sense to see what they have in common, five themes arise with each accompanying set of questions. These are:

Factor 1: ‘Personal Protections for the Faculty Member’ (with three sub-themes of classroom work, personal security, and personal power and status).	M = 3.43
Factor 2: ‘Program Controls’	M = 3.17
Factor 3: ‘Organizational Restraints’	M = 3.25
Factor 4: ‘Specified Academic Issues’	M = 3.02
Factor 5: ‘Restrictive Contract Stipulations’	M = 2.65

These Factor headings appear in Table 11 with their loading. The means for each factor’s question set are found in Appendix D. However, for discussion purposes, the mean for each factor is noted above.

The definition for each factor is based on an examination of the questions. Factor 1, called “Personal Protections for the Faculty Member,” which explains 23.946% of the variance in the responses (see Table 9 above). The factor encompasses those questions which relate to faculty members’ ability to control what goes on in their classrooms, as their domain, protections over their personal professional work and stature, and controls to keep in check threats to their personal professional security such as their autonomy and their research, scholarship and service requirements.

The fourth Factor, ‘Specified Academic Issues’ ($M = 3.02$), explaining 8.317% of the responses’ variance, speaks to asking the faculty what should be in the contract. The questions that loaded are asked the respondents to contemplate what should be in the contract such as measures to secure the faculty’s primary role in setting degree requirements and controls, but not to set the curriculum specifically, and to insure the faculty’s supremacy in deciding their structures and strictures, but not to put the actual requirements in the contracts. So it speaks to the rights of the faculty to be in charge of these overall matters but does not seek to have them by specific bargaining point issues, that it the very specifics of the degree requirements etc., rather than the control to set them.

This new factor subsumes all of Professional Concern F (the right to exercise academic freedom) and three-quarters of Professional Concern A (determines who will join the faculty), Professional Concern E (determines the tri-part principal components of the work of professors teaching, scholarship, and service requirements), and Professional Concern G (exercise reasonable governance). This new factor cuts across all the original professional concerns with the notable exception of Professional Concern B (determines

curriculum). It is interesting that the entire Professional Concern on academic freedom clustered in the factor analysis. These items must reflect the literature on and practice in higher education.

Why the concern for curriculum does not load as a personal protection is unknown. This is especially true in light of the fact that Professional Concern E contains teaching as one of its components. It is possible then faculty perceive teaching as separate from the curriculum.

This factor (1) contains the question with the highest mean (3.92) for the 27 items on the survey, Question 5. This question, (Collective bargaining agreement is effective in protecting faculty rights during promotion and tenure decisions.), in many ways captures the essence of this factor of personal protections. The promotion and tenure decision is critical to professors. The responding faculty perceived that the union through collective bargaining protects their rights when it comes to the critical employment decisions of gaining tenure and winning promotion.

The next three highest means broaden the areas to be protected. The next highest mean (3.88) is Question 2 which focuses on the collective bargaining agreement enhancing the practice of shared governance. The third highest mean (3.86) concerns protecting the post-tenure review process (Question 3). And, the fourth highest mean (3.86) asks whether the collective bargaining agreement protects the faculty member's academic freedom. Taken together, these four items illustrate that the respondents perceive that the collective bargaining agreement (CBA) protects their essential employment relationship between the individual and the institution, the person's academic freedom rights which for many form the core of their work, and the faculty

member's power relationship with the organization (shared governance). These are the highest means of all of the 27 items. And, they are the areas that the respondents perceive receive the greatest protection from the collective bargaining process. Their ability to work (promotion and tenure decisions), the core of their work (academic freedom), and their relationship with the university (shared governance) are protected and are enhanced by the essential work of the union in their perception.

Two items have a mean lower than the neutral. The first of the two items is Question 9 ($M = 2.62$), which states that collective bargaining agreements primarily address issues unrelated to professional issues. The responding faculty tend to disagree with that statement. Their disagreement can be inferred as stating that the CBA does address professional issues. The second item is Question 20 ($M = 2.72$), which posits that the CBA is ill equipped to address issues pertaining to professional responsibilities. Once again, the respondents tend to disagree with this statement.

Factor 1 has the highest mean of the five factors. It also has the largest number of items loading on to the factor. The respondents believe that personal protection is therefore a major professional concern and their collective bargaining agreement supports their concern. This first and largest factor appears to turn inward on the professors' personal concerns and not outward on the organization or students. Therefore the CBA protects several of the main concerns of the faculty respondents which appear to focus on those of providing personal protections.

Factor 2, "Program Controls," comprises five questions related to collective bargaining agreements providing controls over the programs that are most within the faculty's sphere of influence. Degree requirements, curriculum, learning technology, and

academic programs comprise the focal points of this factor. The responding faculty perceive that the CBA protects their ability to establish degree requirements and to determine the curriculum that reflects those requirements. This factor primarily incorporates two of the Professional Concerns, B (determine curriculum) and D (set requirements for granting a degree). The one item that does not fit within the two Professional Concerns of degree (B) and curriculum (D) is Question 14 (protecting the implementation of new learning technology). While four of the five items are programmatic Question 14 protects how rather than what. Some caution regarding the fit of Question 14 in the factor on controlling the program is thus advised.

It is also worth noting that three of the five questions that comprise this factor (2) had large neutral responses. Question 14 (39.70%), Question 23 (45.40%), and Question 29 (40.40%) have neutral responses that approach or exceed 40 percent of the responses. Two of the questions (#23 and #29) concern the effectiveness of the CBA in protecting the faculty's ability to establish degree. The respondents either are ambivalent about the issue or they lack knowledge about the efficacy of the CBA in protecting the faculty's ability to establish degree requirements.

As noted above, Factor 1 and Factor 2 have a strong, significant correlation. These two factors give faculty protection over their work, protects their security so they can conduct their work, and protects their power and status (Factor 1) as well as protecting specific aspects of their work such as determining degree requirements and the curriculum. As the score on one of these factors goes up the other corresponds similarly. These two factors can be seen as the core of professional activities that the CBA can protect. They tend to work closely together.

Factor 3, "Organizational Restraints" has three items that define it. The mean (3.25) is the second highest mean. All three of the items restrain the decision making of administrators. This factor does not enable professors to do anything rather it inhibits administration from acting in a manner that erodes faculty power. This brake on administrator action supports the basic principle of collective bargaining that unilateral decision-making on the part of management is replaced with bilateral decision making on mandatory and permissive subjects of bargaining. These items restrain administrations in general (Question 18), control administrations' ability to change the work of the professor (Question 19), and restrain administrations from interfering with a professor's decision of how best to implement new learning technologies (Question 27). However, it must be noted that the mean for Question 27 is just below the neutral ($M= 2.94$) meaning that the respondents are not sure that the CBA provides adequate protection in this area. It must also be stated that this question had an unusually high number of neutral responses (42.55%). The respondents may be conflicted, ambivalent, or had no knowledge about how this specific question is addressed in the CBA.

The issue of protecting the faculty's ability to determine how to implement new learning technology (Questions 27) has a large neutral response (42.55%). As noted above, Question 14 in Factor 2 also has a high neutral response (39.70%). Together, both questions indicate that the respondents do not have a good handle on how the CBA impacts new instructional technologies. This is similar to the finding in Factor 1 regarding the ability of the CBA to protect the faculty's control over establishing degree requirements. Both issues had large neutral responses.

Factor 4, "Specific Academic Issues" is notable for what the CBA cannot and should not do. This factor has a mean just above the neutral (3.02) and accounts for 8.317 percent of the variance. It has two questions. The first, Question 15, asks whether the CBA should address the establishment of degree requirements. The mean for the question is 3.48 and 52.48 percent agreed or strongly agreed that the CBA should not address the establishment of degree requirements. The respondents apparently believe that the CBA should protect their prerogative to establish degree requirements but that it should not be a subject of bargaining. Their viewpoint is consistent. The faculty respondents want the CBA to protect their ability to decide but not to proscribe the outcome. Since bargaining involves give and take, degree requirements could become a chip to be bargained in trade for some other valued item. Thus, these professors do not want their professional decision making to be moved to the bargaining table. In some ways, this can be characterized as the faculty wanting their right to determine degree requirements to be protected by the bargaining process but not usurped by that process.

The second question in Factor 4, Question 16 (matters related to curriculum are an appropriate subject of collective bargaining), had a mean score of 2.56. Less than a quarter of the respondents (22.70%) agreed or strongly agreed with the statement. Similar to Question 15, the faculty carved out areas of their professional practice, establishment of degree requirements and curriculum, and they question whether they are appropriate for the bargaining table. Once again, the faculty respondents may perceive that the CBA should protect their professional prerogatives and not usurp them, at least on these specific academic issues.

Last of all, Factor 5, “Restrictive Contract Stipulations,” consists of two questions. The mean (2.65) is the only mean of the five factors that is below neutral. Question 10 has the lowest mean for all 27 questions (2.39). Only 15.62 percent of the respondents agreed or strongly agreed that the CBA facilitates the hiring of the best faculty through monetary incentives. Collective bargaining is restricted to three large categories, wages, benefits, and terms and conditions of employment. As seen from the discussion of the other factors, the respondents overall are supportive of the role that collective bargaining plays in supporting and protecting their professional decision making. However, the faculty respondents do not perceive that collective bargaining is a vehicle for attracting the best faculty. Is it because the CBA cannot address the issue or is it because bargaining energy is not focused on the topic and is reserved for those faculty already hired?

The second question, Question 7 (the CBA is not effective in protecting the faculty’s ability to establish the requirements of the degree) has a mean of 2.91 with 61 percent of the respondents strongly disagreeing or disagreeing with the statement. In other words, they believe that the contract does protect their ability to establish the requirements of a degree. The response to this negatively worded question is consistent with the views of the faculty responding that the contract does protect their ability (Question 23 and Question 29).

This factor (5) does not have a unifying thread other than both question that loaded into it have a mean score less than 3.00. Question 7 may fit best with Factor 1 and Question 10 may fit best with Factor 4 where other questions reveal limitations on bargaining. Consequently, this factor must be approached with skepticism.

It is noteworthy that, on the whole, faculty members in this study found that the CBA protected the exercise of their professional duties. The collective bargaining agreement was supportive and not a hindrance to professional activity. While the responses were consistently positive about the role of the CBA, respondents did find that there are limits to the reach of the CBA. The respondents did not want support to turn into usurpation. It is also worth noting that while the support for the CBA was consistent, there were no means over 4.0. A comparison of the questions comprising the seven professional concerns with the new order of questions in each factor shows that the concerns did not have a close match to the factors. All the questions are accounted for in the loading of the factors, but now they group together quite differently. The original seven professional concerns collapsed into five factors. These concerns focused on the specific activities of professors. The factors brought many of the specific activities together into Factor 1 and Factor 2. A change in focus from the concerns to the factors was the emergence of a factor on restraints (3) and a factor on limitations (4). The last factor (5) does not conceptually hold together, as its two questions fit within the construct of two other factors

Variations Explained by Rank, Disciplines and the Unions Membership of the Faculty and the Factors.

This section discusses the results of ANOVA's by each factor, rank, discipline (department) and union membership of the respondents.

[Note in order to recognize the capacity for experiment-wide or error in the ANOVAs, the LSD (least-significant difference) was used in ANOVAs as illustrated below. While this does not guarantee that there is no error it recognizes its possibility.

This test may be on the liberal side of the possible sets of test available to test for the experiment-wide error rate but this is offset in terms of the advantage it provides by the statistical power that it possesses which is needed to make the analyses feasible given the sample size].

The ANOVA conducted with Factor 1 ('Personal Protections for the Faculty Member'), and the rank, disciplines, and union memberships of the respondents to that question set, resulted in a finding that only differing union memberships provided any significant differences between the groups at the .05 level. Table 12 below illustrates these results. In this table the differences shown were between those 'not members' of a union, and those within the three major unions of AAUP, AFT, and NEA. Union members perceive that the CBA provides protection for faculty members as they exercise their professional discretion to a greater degree than non-union members. The mean for both groups, union and non-union, are above the neutral so they agree that there is a positive effect but they disagree on how strongly the CBA protects. There is no difference between members in the different unions. Therefore, union membership either provides a common lens through affiliation or those faculty members who chose to join a union are predisposed to the positive impact of the union. Two distinct groups emerge in this analysis based on whether they are members or non-members. The other two demographic factors are undifferentiated as to response.

Table 12
Factor 1 and Union Membership

	(I) union	(J) union	Mean Difference (I-J)	Std. Error	Sig.	95% Confidence Interval	
						Lower Bound	Upper Bound
LSD	Not a Member	AFT	-10.9583(*)	2.90064	.000	-16.7393	-5.1774
		AAUP	-12.9833(*)	2.92689	.000	-18.8166	-7.1500
		NEA	-11.9583(*)	2.90064	.000	-17.7393	-6.1774
		Other	-7.9167	4.28453	.069	-16.4557	.6224
	AFT	Not a Member	10.9583(*)	2.90064	.000	5.1774	16.7393
		AAUP	-2.0250	2.17768	.355	-6.3651	2.3151
		NEA	-1.0000	2.14226	.642	-5.2695	3.2695
		Other	3.0417	3.81219	.428	-4.5560	10.6393
	AAUP	Not a Member	12.9833(*)	2.92689	.000	7.1500	18.8166
		AFT	2.0250	2.17768	.355	-2.3151	6.3651
		NEA	1.0250	2.17768	.639	-3.3151	5.3651
		Other	5.0667	3.83220	.190	-2.5709	12.7042
	NEA	Not a Member	11.9583(*)	2.90064	.000	6.1774	17.7393
		AFT	1.0000	2.14226	.642	-3.2695	5.2695
		AAUP	-1.0250	2.17768	.639	-5.3651	3.3151
		Other	4.0417	3.81219	.293	-3.5560	11.6393
Other	Not a Member	7.9167	4.28453	.069	-.6224	16.4557	
	AFT	-3.0417	3.81219	.428	-10.6393	4.5560	
	AAUP	-5.0667	3.83220	.190	-12.7042	2.5709	
	NEA	-4.0417	3.81219	.293	-11.6393	3.5560	

Note: Based on observed means.

* The mean difference is significant at the .05 level.

With regard to Factor 2's ('Program Controls') ANOVAs by rank, disciplines and union memberships, there were no statistical difference among the ranks of the respondents but there were within the disciplines and once again with the union memberships. Table 13 shows that there are differences in the responses based on the disciplines of the respondents, where those in 'other' are statistically different from those in the liberal arts, or science and engineering, but not business and economics. Significant differences exist between faculty members in "other" disciplines and faculty in the fine arts and faculty in science and engineering. There are no other significant

differences between disciplines. Because we do not know the composition of “other,” it is difficult to understand what this difference means, and its small percentage of two percent make any meaning questionable. What we have learned from this ANOVA in Table 13 is that there is no significant difference between the liberal and fine arts faculty, the science and engineering faculty, and the business and economics faculty. These three faculty groups comprise the lion’s share of faculty positions in most institutions of higher education. The unknown reasons for the differences are worth exploring.

Table 13
Factor 2 and Disciplines

	(I) dept (disciplines)	(J) dept (disciplines)	Mean Difference (I-J)	Std. Error	Sig.	95% Confidence Interval	
						Lower Bound	Upper Bound
LSD	liberal and fine arts	science and engineering	.6382	.72653	.382	- .8061	2.0825
		business and economics	-1.6240	1.25443	.199	-4.1178	.8697
		other	-6.1695(*)	2.74628	.027	-11.6289	-.7101
	science and engineering	liberal and fine arts	-.6382	.72653	.382	-2.0825	.8061
		business and economics	-2.2622	1.26763	.078	-4.7822	.2577
		other	-6.8077(*)	2.75233	.015	-12.2791	-1.3362
	business and economics	liberal and fine arts	1.6240	1.25443	.199	-.8697	4.1178
		science and engineering	2.2622	1.26763	.078	-.2577	4.7822
		other	-4.5455	2.93617	.125	-10.3824	1.2915
	Other	liberal and fine arts	6.1695(*)	2.74628	.027	.7101	11.6289
		science and engineering	6.8077(*)	2.75233	.015	1.3362	12.2791
		business and economics	4.5455	2.93617	.125	-1.2915	10.3824

Note: Based on observed means.

* The mean difference is significant at the .05 level

The other significant difference by demographic variables that showed a significant difference is by union membership as displayed in Table 14. Interestingly, the significant difference emerged only between faculty members designating their discipline as other and members of the AAUP. Similar to the significant difference for Factor 2, the difference is between non-members and members of the union, the AAUP. Why

AAUP members are different from non-members over the other two unions is unknown.

Why there is a differentiation from other unions is unknown.

Table 14

Factor 2 and Unions

	(I) union	(J) union	Mean Difference (I-J)	Std. Error	Sig.	95% Confidence Interval	
						Lower Bound	Upper Bound
LSD	Not a Member	AFT	-3.7677(*)	1.31590	.005	-6.3836	-1.1518
		AAUP	-3.9278(*)	1.32492	.004	-6.5617	-1.2939
		NEA	-3.6010(*)	1.31590	.008	-6.2169	-.9851
		Other	-2.4026	1.84676	.197	-6.0738	1.2686
	AFT	Not a Member	3.7677(*)	1.31590	.005	1.1518	6.3836
		AAUP	-.1601	.91344	.861	-1.9760	1.6557
		NEA	.1667	.90029	.854	-1.6231	1.9564
		Other	1.3651	1.57781	.389	-1.7715	4.5017
	AAUP	Not a Member	3.9278(*)	1.32492	.004	1.2939	6.5617
		AFT	.1601	.91344	.861	-1.6557	1.9760
		NEA	.3268	.91344	.721	-1.4891	2.1427
		Other	1.5252	1.58534	.339	-1.6264	4.6768
	NEA	Not a Member	3.6010(*)	1.31590	.008	.9851	6.2169
		AFT	-.1667	.90029	.854	-1.9564	1.6231
		AAUP	-.3268	.91344	.721	-2.1427	1.4891
		Other	1.1984	1.57781	.450	-1.9382	4.3350
Other	Not a Member	2.4026	1.84676	.197	-1.2686	6.0738	
	AFT	-1.3651	1.57781	.389	-4.5017	1.7715	
	AAUP	-1.5252	1.58534	.339	-4.6768	1.6264	
	NEA	-1.1984	1.57781	.450	-4.3350	1.9382	

Note: Based on observed means.

* The mean difference is significant at the .05 level

The results of ANOVAs for Factor 3 ('Organizational Restraints') by rank, discipline, and union membership resulted in similar results to Factor 2. Rank showed no variances but there were significant differences found within the disciplines, and within union membership, as was the case with Factor 2. Factor 3's variances by discipline were found between business and economics, and science and engineering, as groups as shown in Table 15. And with union membership, this outcome is different from Factor 1 but similar to Factor 2 with difference is only between AAUP and 'not a member' (Table 16).

Table 15
Factor 3 and Disciplines

	(I) disciplines	(J) disciplines	Mean Difference (I-J)	Std. Error	Sig.	95% Confidence Interval	
						Lower Bound	Upper Bound
LSD	liberal and fine arts	science and engineering	.1063	.49172	.829	-.8717	1.0843
		business and economics	-1.5853	.84013	.063	-3.2563	.0857
		other	-.7368	1.51113	.627	-3.7424	2.2687
	science and engineering	liberal and fine arts	-.1063	.49172	.829	-1.0843	.8717
		business and economics	-	.84809	.049	-3.3784	-.0048
		other	1.6916(*)	1.51557	.579	-3.8575	2.1713
	business and economics	liberal and fine arts	1.5853	.84013	.063	-.0857	3.2563
		science and engineering	1.6916(*)	.84809	.049	.0048	3.3784
		other	.8485	1.66162	.611	-2.4564	4.1534
	other	liberal and fine arts	.7368	1.51113	.627	-2.2687	3.7424
		science and engineering	.8431	1.51557	.579	-2.1713	3.8575
		business and economics	-.8485	1.66162	.611	-4.1534	2.4564

Note: Based on observed means.

* The mean difference is significant at the .05 level.

Table 16

Factor 3 and Union Membership

	(I) union	(J) union	Mean Difference (I-J)	Std. Error	Sig.	95% Confidence Interval	
						Lower Bound	Upper Bound
LSD	Not a Member	AFT	-1.5784	.85659	.069	-3.2822	.1253
		AAUP	-1.8137(*)	.85659	.037	-3.5175	-.1100
		NEA	-1.3810	.85339	.109	-3.0783	.3164
		Other	-.6667	1.21328	.584	-3.0798	1.7465
	AFT	Not a Member	1.5784	.85659	.069	-.1253	3.2822
		AAUP	-.2353	.61873	.705	-1.4659	.9953
		NEA	.1975	.61429	.749	-1.0243	1.4193
		Other	.9118	1.05884	.392	-1.1942	3.0177
	AAUP	Not a Member	1.8137(*)	.85659	.037	.1100	3.5175
		AFT	.2353	.61873	.705	-.9953	1.4659
		NEA	.4328	.61429	.483	-.7890	1.6546
		Other	1.1471	1.05884	.282	-.9589	3.2530
	NEA	Not a Member	1.3810	.85339	.109	-.3164	3.0783
		AFT	-.1975	.61429	.749	-1.4193	1.0243
		AAUP	-.4328	.61429	.483	-1.6546	.7890
		Other	.7143	1.05625	.501	-1.3866	2.8151
	Other	Not a Member	.6667	1.21328	.584	-1.7465	3.0798
		AFT	-.9118	1.05884	.392	-3.0177	1.1942
		AAUP	-1.1471	1.05884	.282	-3.2530	.9589
		NEA	-.7143	1.05625	.501	-2.8151	1.3866

Note: Based on observed means.

* The mean difference is significant at the .05 level.

For the first three factors, a significant difference has emerged between “not a member” and AAUP membership. There appears to be some unknown unifying factor or factors that distinguish AAUP from non-union members along the lines of personal protection, program control, and restraints on the organization. It appears that AAUP members perceive the CBA as playing a more efficacious role than non-members. While there is some difference between AFT and NEA from AAUP members, the difference is

not significant. A possible explanation for the consistent significant difference only existing for AAUP members and not the other union members (NEA and AFT) is that the AAUP has its roots in and focuses on higher education and its unique work conditions in which professional activity is practiced. Whereas the NEA and the AFT have their roots in the public schools and start with a construct of professional activities that is different in the public schools than in higher education.

For Factor 4 (“Specified Academic Issues”), the only variance found pertained to the disciplines. There was no difference according to union membership. Why the trend of difference between AAUP and non-union members is unknown. However, this factor clusters around specific issues that may not fit well into a CBA. Table 17 illustrates that in this question set, the significant differences are between the disciplines of ‘other’ and those with liberal arts and science and engineering compared with those in other disciplines, but not business and economics. This is the same difference found for Factor 2 (see Table 13) for disciplines. Consequently, because “other” as a category of disciplines constitutes only 2.1% of the respondents, this significant difference should be approached with extreme caution.

Table 17
Factor 4 and Disciplines

	(I) disciplines	(J) disciplines	Mean Difference (I-J)	Std. Error	Sig.	95% Confidence Interval	
						Lower Bound	Upper Bound
LSD	liberal and fine arts	science and engineering	.1768	.20892	.400	-.2388	.5923
		business and economics	-.5116	.35499	.153	-1.2176	.1945
		other	-1.9661(*)	.77717	.013	-3.5119	-.4203
	science and engineering	liberal and fine arts	-.1768	.20892	.400	-.5923	.2388
		business and economics	-.6883	.36064	.060	-1.4056	.0290
		other	-2.1429(*)	.77977	.007	-3.6938	-.5919
	business and economics	liberal and fine arts	.5116	.35499	.153	-.1945	1.2176
		science and engineering	.6883	.36064	.060	-.0290	1.4056
		other	-1.4545	.83091	.084	-3.1072	.1981
	other	liberal and fine arts	1.9661(*)	.77717	.013	.4203	3.5119
		science and engineering	2.1429(*)	.77977	.007	.5919	3.6938
		business and economics	1.4545	.83091	.084	-.1981	3.1072

Note: Based on observed means.

* The mean difference is significant at the .05 level.

An ANOVA for Factor 5 (Restrictive Contract Stipulations), and rank, the disciplines and union membership shows that there were significant differences for disciplines and union membership. There were no significant differences for rank. The significant difference by discipline, once again, was for “other” and science and engineering as shown in Table 18. But the low percentage, 2.1 percent of the “other” as was the case for Factor 4 (Table 17), may also render this Factor 5 Finding once again one to be cautiously approached, Once again, the significant difference by union membership surfaced between AAUP and AFT members (Table 19). However, as noted

above, since the structural integrity of this factor is suspect, extreme caution must be exercised in ascribing meaning to these findings.

Table 18
Factor 5 and Disciplines

	(I) disciplines	(J) disciplines	Mean Difference (I-J)	Std. Error	S i g .	95% Confidence Interval	
						Lower Bound	Upper Bound
LS D	liberal and fine arts	science and engineering	.2356	.29476	.426	-.3504	.8217
		business and economics	.1002	.50631	.844	-.9065	1.1068
		other	-1.6271	.91243	.078	-3.4413	.1870
	science and engineering	liberal and fine arts	-.2356	.29476	.426	-.8217	.3504
		business and economics	-.1355	.51251	.792	-1.1545	.8835
		other	-1.8627(*)	.91588	.045	-3.6838	-.0417
	business and economics	liberal and fine arts	-.1002	.50631	.844	-1.1068	.9065
		science and engineering	.1355	.51251	.792	-.8835	1.1545
		other	-1.7273	1.00414	.089	-3.7238	.2692
	other	liberal and fine arts	1.6271	.91243	.078	-.1870	3.4413
		science and engineering	1.8627(*)	.91588	.045	.0417	3.6838
		business and economics	1.7273	1.00414	.089	-.2692	3.7238

Note: Based on observed means.

* The mean difference is significant at the .05 level.

Table 19
Factor 5 and Union Membership

	(I) union	(J) union	Mean Difference (I-J)	Std. Error	Sig.	95% Confidence Interval	
						Lower Bound	Upper Bound
LS D	Not a Member	AFT	.6242	.50073	.216	-.3714	1.6198
		AAUP	-.1282	.50482	.800	-1.1319	.8755
		NEA	.2412	.49705	.629	-.7471	1.2294
		Other	.3718	.76088	.626	-1.1410	1.8846
	AFT	Not a Member	-.6242	.50073	.216	-1.6198	.3714
		AAUP	-.7524(*)	.37407	.047	-1.4961	-.0086
		NEA	-.3830	.36351	.295	-1.1058	.3398
		Other	-.2524	.68120	.712	-1.6068	1.1020
	AAUP	Not a Member	.1282	.50482	.800	-.8755	1.1319
		AFT	.7524(*)	.37407	.047	.0086	1.4961
		NEA	.3694	.36913	.320	-.3646	1.1033
		Other	.5000	.68421	.467	-.8604	1.8604
	NEA	Not a Member	-.2412	.49705	.629	-1.2294	.7471
		AFT	.3830	.36351	.295	-.3398	1.1058
		AAUP	-.3694	.36913	.320	-1.1033	.3646
		Other	.1306	.67850	.848	-1.2184	1.4797
Other	Not a Member	-.3718	.76088	.626	-1.8846	1.1410	
	AFT	.2524	.68120	.712	-1.1020	1.6068	
	AAUP	-.5000	.68421	.467	-1.8604	.8604	
	NEA	-.1306	.67850	.848	-1.4797	1.2184	

Note: Based on observed means.

In summary, ANOVAs conducted for rank, disciplines, and union membership show that there is no difference for the five factors by rank. There were, however, differences found for three of the four factors between non-union respondents and AAUP members. These two groups ascribe different values to the role of the CBA and the exercise of professional prerogatives. However, a difference by union membership versus non-union membership is not as consistently different. Why the difference centers around AAUP membership is unknown.

Research Question #2: Do faculty perceive that collective bargaining in general is important to their sense of professionalism?

The three survey questions below listed with their survey responses in Table 20 were used to explore the second research question above.

As indicated in Table 20, Question 26 is a negatively worded item, and it appears that the respondents clearly disagree with it, (46.1% strongly disagree, 31.9% disagree), therefore believing that academic freedom is an appropriate subject of collective bargaining. For Question 28 there was a strong response with 40.4% agreeing, and 42.6% strongly agreeing, that the administration would have too much power over the governance of their institution without their collective bargaining agreement being in place. On Question 30 (with 73.8% who agreed or strongly agreed) the respondents perceived that their collective bargaining agreement is important to their sense of professionalism and not in conflict with it. Their collective bargaining agreement should deal with academic freedom concerns and serve as a counterbalancing influence to the power the administration might have over matters related to their professional concerns. It also appears that they prefer to work at an institution with a collective bargaining agreement rather than one that does not. The faculty perceive that collective bargaining in general is important to their work. Two of the questions (28 and 30) had means above 4.00. If Question 26's negative approach was reversed, it would approach the 4.0 mean. As noted above, no means for the previous 27 questions were above 4.0. Those 27 questions were more specific regarding the professional activities of the faculty than the broad statements found in Question 28 and 30. The overall perception is one of strong support for the role the CBA plays in the work lives of the respondents.

Table 20

Research Question 2

Questions	M = (s.d.)	% Strongly Disagree 1	% Disagree 2	% Neutral 3	% Agree 4	% Strongly Agree 5	% Missing
Question 26. Academic freedom is not an appropriate subject of collective bargaining.	1.96 1.2150 7	46.1	31.9	6.4	7.1	7.1	1.4
Question 28. Without a collective bargaining agreement the administration would have too much power over the governance of my institution.	4.19 0.8968 1	1.4	4.3	10.6	40.4	42.6	0.7
Question 30. If given a choice, I would rather work at an institution that has a collective bargaining agreement than one that does not.	4.07 1.0501 3	2.8	5.7	17	29	44	0.7

For Question 26, the ANOVA resulted in no significant differences by rank, disciplines, or union membership of the respondents.

For Question 28, however, a significant difference was found for “not a member”, and a member of AAUP, AFT and NEA membership as shown in Table 21. This difference between membership and non-membership is consistent with the findings with Factors 1, 2, 3, and 5. The other significant difference is between ‘Other and AFT.’ It is unknown why though there is this difference.

Table 21
Question 28 and Union Membership

LSD	(I) Union	(J) Union	Mean Difference	Std. Error	Sig.	95% Confidence Interval	
						Lower Bound	Upper Bound
	Not a Member	AFT	-.1019*	.27802	.000	-1.6542	-.5495
		AAUP	-.7868*	.28008	.006	-1.3432	-.2304
		NEA	-.8586	.27802	.003	-1.4110	-.3063
		Other	-.3297	.40426	.417	-1.1328	.4735
	AFT	Not a Member	1.1019*	.27802	.000	.5495	1.6542
		AAUP	.3151	.20333	.125	-.0889	.7190
		NEA	.2432	.20048	.228	-.1551	.6415
		Other	.7722	.35542	.032	.0661	1.4783
	AAUP	Not a Member	.7868*	.28008	.006	.2304	1.3432
		AFT	-.3151	.20333	.125	-.7190	.0889
		NEA	-.0718	.20333	.725	-.4758	.3321
		Other	.4571	.35703	.204	-.2522	1.1664
	NEA	Not a Member	.8586*	.27802	.003	.3063	1.4110
		AFT	-.2432	.20048	.228	-.6415	.1551
		AAUP	.0718	.20333	.725	-.3321	.4758
		Other	.5290	.35542	.140	-.1771	1.2351
	Other	Not a Member	.3297	.40426	.417	-.4735	1.1328
		AFT	-.7722*	.35542	.032	-1.4783	-.0661
		AAUP	-.4571	.35703	.204	-1.2664	.2522
		NEA	-.5290	.35542	.140	-1.2351	.1771

Note: Based on observed means.

*The mean difference is significant at the .05 level.

For Question 30, again there were no significant variances in the ANOVAs based on rank, or the disciplines of the respondents. However, as noted below in Table 22, there was a significant difference among the three main unions, AAUP, AFT, and NEA, and with the category of 'other' or 'not a member.' This is also consistent with the findings of Factors 1, 2, 3, and 5.

Table 22
Question 30 and Union Membership

(I) Union		(J) Union	Mean Difference	Std. Error	Sig.	95% Confidence Interval	
						Lower Bound	Upper Bound
LSD	Not a Member	AFT	-1.5551*	.28837	.000	-2.1281	-.9821
		AAUP	-1.5543*	.29166	.000	-2.2338	-.9748
		NEA	-1.3659*	.28837	.000	-1.9389	-.7929
		Other	-.5265	.41931	.221	-1.3496	.3167
	AFT	Not a Member	1.5551*	.28837	.000	.9821	2.1281
		AAUP	.0008	.21249	.997	-.4214	.4230
		NEA	.1892	.20795	.365	-.2240	.6024
		Other	.10386*	.36865	.006	.3061	1.7711
	AAUP	Not a Member	1.5543*	.29166	.000	.9748	2.1338
		AFT	-.0008	.21249	.997	-.4230	.4214
		NEA	.1884	.21249	.378	-.2338	.6106
		Other	1.0378*	.37123	.006	.3002	1.7754
	NEA	Not a Member	1.3659*	.28837	.000	.7929	1.9839
		AFT	-.1892	.20795	.365	-.6024	.2240
		AAUP	-.1884	.21249	.378	-.6106	.2338
		Other	.8494	.36865	.024	.1169	1.5819
	Other	Not a Member	.5165	.42931	.221	-.3167	1.3496
		AFT	-1.0386*	.36865	.006	-1.7711	-.3061
		AAUP	-1.0378*	.37123	.006	-1.7754	-.3002
		NEA	-.8494*	.36865	.024	-1.5819	-.1169

Note: Based on observed means.

*The mean difference is significant at the .05 level.

Research Question #3: Do the collective bargaining agreements support professional autonomy?

The Contracts: A Review by Professional Concerns: The second method of gathering data for this study, in addition to the faculty survey, involved the review of the related faculty contracts in effect in the calendar year 2000 and in some cases through fall 2001, which existed among the four year public higher education institutions in New England. In concert with the survey, the contract review involved an analysis of the twelve contracts that covered the respondent groups. The contract review analyzed the language in the twelve contracts in terms of the seven professional concerns.

However, a brief note about what is not to be discussed is important as a prelude to the contract review. In crafting this review no attempt has been made to speculate on whether or not something in practice at a campus or campuses did or did not take place because it is or is not specified in a contract. As Rhoades (1998) pointed out in his contract study, “there are *informal* conditions, processes and power structures that formal agreements neither fully define nor constrain. Not everything is in a contract. Just because something is not formalized in a contract does not mean it does not exist” (p. 13). Therefore this review dealt strictly with the contracts’ articles/clauses and their specific language in the reviewed contracts. Additionally, the review also did not attempt to look at the influence of past practice provisions in the contracts and how they may pertain to the actual workings of the institutions as they relate to the three factors and thus the professional concerns of the faculty.

One further note on the review of the contracts; no attempt was made to speculate on the particular state laws and statutes that might preclude the mention or coverage of certain provisions in the contracts themselves.

Professional Concern A. The Ability of the Faculty to Effectively Influence Who Will Join and Continue on the Faculty.

Notes on Faculty Appointments. Eleven of the twelve reviewed contracts (excluding of the University of Connecticut System contract), dealt with the ability of the faculty to determine who would join the faculty. Several contracts also contained clauses on the setting of salaries for some types of new tenure-track hires (Connecticut State College System, University of New Hampshire), the process for and amount of merit increases, (University of Massachusetts Boston/Amherst and the University of

Connecticut), and the continuing professional development needs for their peers (Massachusetts State Colleges, Connecticut State University System). For example, the Connecticut State University System faculty contract stipulated that:

The parties [Connecticut State University American Association of University Professors and the Board of Trustees of the Connecticut State University System] recognize that scholars have a particular responsibility to exercise their expertise in a particular field or activity and to judge the work of their colleagues. In the exercise of such expertise it is implicit that responsibility exists for both adverse and favorable judgments. In the area of appointments, reappointments, decisions not to reappoint, promotions the granting of tenure, and dismissal the exercise of faculty judgment through faculty personnel committees is essential to the pursuit and fulfillment of the goal of academic excellence (Article 4.10).

In addition to the ‘who’ that is involved in the process in the contract of the University of Rhode Island, included were specific articles that detailed the full procedures to be followed with faculty appointments, from announcing the vacancy, to the type of appointment form that would be used, to how to notify the successful candidate of his/her appointment, as well as sending a copy of the appointment letter to the faculty union representative. For example:

Article 11.1. All members of a department at the rank of instructor or above shall be informed of vacancies and new positions within the departments by the department chairpersons.

Article 11.2. Unless circumstances prohibit, a department meeting shall be held to determine the basic specifications of each position to be filled, including academic credentials and experience in teaching and research.”

Article 11.4. When candidates are brought to the campus, department members shall be informed and arrangements shall be made for the candidate to meet with as many department members as possible.

Article 11.5. The chairperson shall seek the opinions of all those members of his/her department who have full-time regular and continuing university appointments on their choice of candidates before his/her final recommendation of appointment is submitted to the Dean of the college. The chairperson’s report shall include a report of the comments of those members of the department who were consulted.

Article 11.9. If the appointment is approved by the Dean of the college, he/she shall recommend the appointment of the candidate to the Provost who, if he/she approves, makes a recommendation to the President. If the President approves, he/she will appoint the faculty member.

In the above article for the University of Rhode Island there was no mention of a procedural recourse to the faculty if the Dean, Provost, or President, disapproved the recommended prospective faculty member for appointment at any approval step along the way.

The Article within the contract of Rhode Island College (RIC) covering the appointment of new faculty was also very detailed. Article VII., A. 7.1, stated that:

New faculty shall be recommended initially by the department chairperson after consultation with the department advisory committee or the whole department. [And] The final decision on appointment of any new faculty member shall be made by the President upon the recommendation of the Vice President for Academic Affairs after reviewing the recommendation of the appropriate dean and the department chairperson (Article VII.7.1 &2).

As was the case with the URI contract, the RIC contract also did not state the recourse to the faculty if the President rejected the recommendation.

The University of Massachusetts at Lowell, had among its clauses on appointments language with the requirement that the appointed faculty member live in Massachusetts, (Article VII A.1), and declared the faculty ranks assigned by type of education and experience, and the subject areas where these requirements can be waived such as no doctorate being required for assistant professor posts in accountancy, computer science and the health professions (Article VII. A. 2. a. b. & c.).

Notes on Faculty Promotion and Tenure, and Termination and Removal Protections. Each of the twelve contracts contained language on the promotion and tenure process. The University of Connecticut's contract references the presence of the

procedure as laid out in separate by-laws and procedures, which were established prior to bargaining. These procedures remained in place after the contract was ratified.

In the Massachusetts State Colleges' agreement, the promotion and tenure process stipulates the role of the faculty member to be promoted or considered for tenure, the chairperson, the Committee on Promotions, the Committee on Tenure, the President, and the Board of Trustees Article VIII. E. 3- 7 and, F through I.). For example, the tenure process begins with the department chair. The article reads:

A person shall not be eligible for tenure unless he/she shall have been recommended therefor[e] by the Department Chair, or by the Director, Library, Library Chair (Worcester State College) or Library Program Area, as may be appropriate, and or the Committee on Tenure (Article VIII. J.3.).

An example of contract language that incorporates promotion with evaluation is found in the Connecticut State University System's collective bargaining agreement in Article 4.11.1. It reads:

There shall be only one (1) evaluation procedure leading to recommendations regarding promotion, tenure and renewal of full-time members as follows: in accordance with procedures as developed by the Senate and approved by the President in an expeditious manner, evaluations of teaching members shall be conducted by the Department Evaluation Committee (DPEC) of which the Department Chairperson may be a member, ex-officio, and by the University-wide Promotion and Tenure Committee.

The DPEC's composition included tenured members of the departments, and the University-wide Promotion and Tenure Committee specified in terms of numbers and exact composition by the campus senate and approved by the President, contained only tenured associate and full professors, with no more than two from any given department serving at the same time (Connecticut State University System, Articles 4.11.4 &13).

There was no mention of a grievance procedure for the candidate, but the President may override the decision of the Promotion and Tenure Committee. If the decision was to deny tenure against the Committee's decision, the President must provide a written explanation. If the President supported tenure in the face of a Committee denial he/she must also provide the Committee with an explanation, and "the President's explanation shall be held in confidence by the Committee subject to applicable statutes" (Connecticut State University System, Article 4.11.14).

Article 9 of the University of Maine System contract illustrates an example of a contract that was straightforward in its approach to the promotion and tenure decision and the involvement of faculty in it and also included a time line. For example:

The department, division, or other appropriate chairperson, or director or dean shall inform the appropriate peer committee that a unit member has applied or is eligible for tenure, continuing contract or promotion" (University of Maine System, Article 9.C.1).

The level of faculty involvement in the removal, retrenchment, or termination of fellow members, and thus bargaining unit faculty, varied slightly among the reviewed contracts. All twelve of them had sections specifically labeled "Retrenchment" or "Reduction Due to Financial Exigency" or used similar terms such as "Lay-offs due to Program Elimination," etc. They had in common an expressed desire by the unit members to be completely informed as to why the need for the faculty reductions, (especially if it was related to a declared financial exigency by an administration), the need to seek alternatives to the reductions in force, the procedures to use when following a retrenchment course, and the conditions on the treatment of those laid-off.

The reviewed contracts also had in common, among the sections on terminations and dismissals, strong outlines of the due process involved, and the involvement of faculty boards of peers in the instance of dismissals of tenured faculty.

As an exemplar of the type of retrenchment or financial exigency article found in the twelve contracts in terms of specificity, the University of Massachusetts at Lowell's contract is worthy of note for it is meticulous in its detail regarding the retrenchment, as well as the removal of non-tenured faculty and the termination of tenured faculty appointments.

With regard to retrenchment, its Article XIII encapsulated the various procedures and paths to be taken in the event that precipitous and projected drops in enrollments, an extreme loss of financial resources, or a major change in a state's educational mandates or via a "bona fide financial exigency" were deemed an unquestionable need to reduce the institution's faculty. This Agreement declared that "the Chancellor or his designee first shall meet to discuss with the MSP [the faculty union] the University's plan for a systematic retrenchment of Unit members" as the first priority of the Administration if a financial exigency was declared (University of Massachusetts at Lowell, Article XIII. A.6). In addition, another section of the Article sought to provide alternatives to retrenchment such as the reassignment of faculty. The Article prescribed a path to follow when reducing the faculty employment numbers with a list of the order of reductions starting with part-time faculty then on to non-tenured faculty with tenured faculty being laid off last. Issues related to the provision of services for the laid-off faculty, as well as procedures for recall to employment for them were also stipulated (Article. XIII. B. through I.).

In contrast, the contract of the University of New Hampshire on this point of retrenchment concentrated on the need to retain the positions of tenured faculty over non-tenured, and stated the necessity to consider alternatives to lay-offs due to “programmatically displacement” (UNH, Article 14.4, p. 18). This Article created a Joint Committee to review alternatives to terminations with planned programmatic retrenchments (Ibid). It further allowed the union to file a grievance action to the level of the Board of Trustees over any planned terminations of unit member faculty if they were based on a program elimination recommendation made by the University President, but such an action stopped at the Board and was not open to arbitration.

In the area of termination and dismissal articles (not based on retrenchments or program eliminations), the reviewed contracts varied more among each other in content than they had in the area of retrenchment. However, all had some content associated with policies related to termination and/or dismissal.

The contracts for the most part use “termination” or “non-renewal” in the case of full-time non-tenured faculty members, while “dismissal” was the nomenclature for removal of a tenured faculty member for “just cause” and through “due process.”

One exception to this set of distinctions is found in the contract (Article 16) of the University of Maine System that used “termination, suspension, and discipline” as terminology equally among tenured, non-tenured unit members, and non-tenure track positions (lecturers, and those on continuing contract). While differing standards and timelines existed for a non-tenured, or a tenured faculty member, or a non-tenure track member, the treatment of the faculty member was less distinct based on tenure status than the other contracts reviewed, with the exemption of Keene State’s contract which had no

specific language on the subject for any of the faculty types. Keene State's contract under Article III, A. Management Rights stated:

The right to direct employees; to determine qualifications, promotion and tenure criteria, hiring criteria, standards for work, curriculum; to grant sabbatical and other leaves, and to hire promote and transfer assign, retain employees in positions, to award reappointments; and to suspend, demote discharge or take disciplinary actions against an employee for just cause (Article, III. A.).

The language on terminations, etc., in the RIC contract, and the URI contract were quite similar with both relying on the American Association of University Professors (AAUP) statement on tenure and dismissal:

...A member of the [teaching, research, or extension [URI's language] faculty who has been granted tenure may not be dismissed except as provided in the following statement on tenure formulated by the joint committees from [RIC] for [URI] the Association of American Universities [RIC] Colleges [URI] Association of American University Professors....

Termination for cause of a continuous appointment, or the dismissal for cause of a teacher previous to the expiration of a term appointment should, if possible, be considered by both a faculty committee and the governing board of the institution. In all cases where the facts are in dispute, the accused teacher should be informed in writing of the charge against him/her and should have the opportunity to be heard in his/her own defense by all bodies that pass judgment on his/her case. He/she should be permitted to have an adviser of his/her own choosing who may act as counsel. There should be a full stenographic record of the hearing to the parties concerned. In the hearing of charges of incompetence, the testimony should include that of teachers and other scholars, either from his/her own or other institutions. Teachers on continuous appointment who are dismissed for reasons not involving moral turpitude should receive their salaries for at least a year from the date of notification of dismissal whether or not they are continued in their duties at the institution" (RIC Contract, Article VIII. E. 8.24; URI Contract, Article, XVIII.2).

While the URI article ended with reference to the dismissal of tenured faculty with a short paragraph articulating that the "University of Rhode Island accepts the above statement as its basic policy governing dismissal under tenure" and added that URI

considered it to also cover “members of the extension and research faculty,” the RIC contract further stipulated additional procedures and conditions (URI Contract, Article, XVIII.2; RIC Contract, Article VIII. E. 8.24). RIC’s contract also defined the timeline for procedures and refers an affected faculty member to the policy in the contract on grievance in Article XII (RIC Contract, Article VIII. E. 8.24).

The contract section for the University of Massachusetts’ (for the Amherst and Boston campuses) on the dismissal of tenured faculty was very extensive. It included a separate clause for the removal of “principal investigators” (Article XVIII). None of the other contracts had such a clause.

The Massachusetts State Colleges’ contract, the longest contract of those reviewed (owing in part to the variety of institutions represented, which included the Massachusetts Maritime Academy), defined “just cause.” It consisted of one of five things: “substantial and manifest neglect of professional duty; demonstrated incompetence in the performance of duties assigned pursuant to the provisions of this Agreement; dishonesty in research; conviction of a felony; or misrepresentation of academic credentials” (Article IX. E. 1. through 6.).

Discussion of Interrelated Professional Concerns: Linked and Rooted in the Contracts’ Language

Professional Concern B: The ability of the faculty to determine the curriculum.

Professional Concern C: The ability of the faculty to determine what instructional practices/delivery systems will be used their classrooms.

Professional Concern D: The ability of the faculty to set the requirements for granting of a degree.

Professional Concern E: The ability of the faculty to determines their teaching, scholarship, and service requirements.

The level and depth of language in the contracts that specifically pertained to the involvement of the faculty in curricular development and direction was more limited in

scope and content than some of the other professional concerns. However, many of the contracts had related language in regard to the other related professional concerns about instructional practices, (and technology in the classroom), degree requirements, and the related concern of how faculty determined their teaching, scholarship, and service requirements. Because these issues were so intertwined in the contracts they are treated collectively in the following discussion.

Notes on Curricular Development. If the concept of curricular development and direction has some related activities embedded in faculty dictums about workload and academic responsibilities, then there were more references to it in the reviewed contracts than if workload was not considered. Therefore, it was treated as one of the areas related to the professional concerns relative to faculty control over their own workloads as well as their curriculum concerns. Also it should be noted that in reviewing the contracts some references to curricular matters were found in articles related to academic freedom, the prerogatives of management, and the realm of boards of trustees, not under the faculty's work specifically.

The contract of the University of New Hampshire under Article 5, Management Rights, placed the responsibility for curricular matters and the standards for degrees in the realm of the Board of Trustees and as delegated to the University System and to the University itself. Its Article 5.1 stated:

All the rights and responsibilities of the USNH Board of Trustees which have not been specifically provided for in this Agreement or limited by law, shall be retained in the sole discretion of the USNH Board of Trustees or as delegated to the University System and to the University including the academic governance structure. Except as modified by the Agreement such rights and responsibilities shall include but shall not be limited to... [referring specifically to curricular matters it went on in Article 5.1.4 to state]: In

accordance with the academic governance structure, the right to determine the curriculum, programs, and degrees to be offered...(University of New Hampshire, Article 5.1 and 5.1.4.).

The contract of the Connecticut State University System was specific on the topic of curricular issues and where it placed the seat for their responsibility. The contract, within the context of its article on academic freedom and professional responsibilities (Article 4), declared in a sub-article, 4.2.2.1, that: "All members when teaching shall have professional freedom to conduct their courses proven that the subject matter is that which has been specified by the University and the appropriate Department."

The University of Massachusetts at Dartmouth's contract language on curricular matters was extensive. The language specifically stated: "The individual faculty member shall have the sole responsibility to determine course content and texts, limited only by course descriptions approved by the appropriate curriculum committee" (UMASS Dartmouth, Article III A. 3, 2001, p. 9).

The contract of the Massachusetts State College Association (MSCA) contained the most specific language with regard to curricular matters of the contracts reviewed. While that of UMASS Dartmouth was detailed in its framework for the curriculum committees and their compositions and charges, this contract of the MSCA was even more content rich in that area. (Please note that the explicit contract dates of the MSCA contract were for July 1995 through June 30 1998, but as of 2000-2001 the year of this contract review period, no new contract had been signed by the aforementioned parties. They continued to work under the same contract with only an updated letter of agreement extending its terms for the specific years of 1999 and 2000).

In this contract's Article VI, H. Establishment of Departmental Committees, there was a stated description of the composition of a committee for each academic department, that included its departmental chair along with members chosen by the usual "departmental procedures" and also included two students registered as majors in it or as minors, if it did not offer the subject matter as a major. It was the charge of this committee "to review and make recommendations concerning the undergraduate curriculum" [and] "review the long-range educational objectives of the department as those may relate to its academic curriculum and to the goals and objectives of the college" (Agreement Between the Higher Education Coordinating Council and the Massachusetts State College Association, July 1, 1995-June 30, 1998, Article VI. H.1., p. 72).

The contract provided a detailed framework for the assignment of contact hours and semester hours of credit instruction for every mode of instruction from shop instruction to clinical work, to studio instruction and critiques on artistic works. It also defined the number of contact hours a faculty member would be assigned and credited for when involved with teaching graduate courses, working in a specific counseling center or facility, and/or with field work supervision or cooperative education involvement (Ibid., pg. 203-204).

Notes on Workload. The two contracts reviewed from the state of New Hampshire, Keene State College and the University of New Hampshire, were not lengthy on the subject of workload. Keene State's contract stipulated that it was part of management's rights to "direct employees, to determine qualifications, promotion and tenure criteria, hiring criteria, standards for work, curriculum; to grant sabbatical and

other leaves...” (Article III, A.). Language on workload was contained in a Memorandum of Agreement that declared, “The parties agree to continue annual sharing of workload information including but not limited to, overloads, reassigned time, numbers and percent of courses taught by non-bargaining unit members’ contact hour and average class size” (Keene State, Memorandum of Understanding Between the USNH Board of Trustees and the Keene State College Education Associate, #8.). The Keene State contract had no other provisions that referred to the delivery of courses and/or the requirements of the awarded degrees.

On the related matter of workload, the contract of the Connecticut State University System devoted a specific article, (#10) to this concern. Under Article 10, the contract reviewed the matter of such items as the work year, holidays, instructional load limits, credit for student teacher supervision, class size, team taught courses, and load credit for independent study and master’s direction, the scheduling of class times, office hours and other duties assigned that would replace credit loads such as granted funded research, and reassignments to some administrative functions.

Notes on Instructional Practices. One of the elements of the Connecticut State System contract that marked a distinct notice of the changing delivery of the curriculum in higher education and instructional practices was the sub-section on distance education. In this distance education section of the contract, Article 10.15, (which also referred to other delivery technologies such as all interactive media and computer modeling programs), the clause spoke of an “incentive” to encourage the use of these aforementioned new curricular delivery systems. The incentive being that “faculty preparing the first offering of such as course may receive additional load credit not to

exceed the total credits for the course for such development” and that “the member shall receive the normal load credit for teaching the course unless the members and the appropriate dean expressly agree otherwise for compelling reasons” (UCONN, Article 10.15).

Notes on Degree Requirements. In addition to the specific curriculum decisions and tangential ones charged to the committees above as depicted in the Massachusetts State Colleges contract, a separate section in the same Article VII, “Participation in the Decision-Making Process” entitled, “Plans for Academic Reorganization,” stipulated that if there was a

change [in] any academic program, curriculum or structure at any one or more of the State Colleges, the Board of Trustees, or the Higher Education Coordinating Council [HECC], as the case may be, shall transmit such plan or part thereof, to the extent that the same will, if implemented, change any academic program, curriculum, or structure at any college, through the President of such College to the All-College Committee [which in turn] shall refer such plan to any such standing committee or committees within whose jurisdiction such plan thereof falls... (Agreement Between the Higher Education Coordinating Council and the Massachusetts State College Association, July 1, 1995-June 30, 1998, Article VII. F., pp. 95–96).

Changes in the curriculum that might result in adding or discontinuing degree programs and thus affecting faculty employment were also covered in this contract under Article XA, “Academic Program Development/No Lay Off.” In this Article, specified faculty committee involvement in the decision-making process related to the retrenchment of faculty due to the discontinuation, or cutback, of academic programs was sharply delineated, and it further prescribed the involvement of the All College Committee along with the affected programs and departments, and union leadership, and the President of the College extending then to the Chancellor and the Board of Trustees (Ibid., Article XA. A–K., pp. 168-179).

In the contract of the University of Massachusetts at Dartmouth, the approach taken with regard to degree requirements focused on the Faculty Senate, where as framed in the contract's Article V. H., it was 'the' body responsible for the policies governing the admission of students, residency requirements for graduation, and grading and related academic rules (UMASS Dartmouth, Article III A. 3, 2001).

Notes on the Determination of Teaching, Scholarship and Service Requirements.

The Massachusetts State Colleges contract's articles as they related to the professional work of faculty were noted in Article XII of that contract entitled, "Workload, Scheduling and Course Assignments. In this section the reference to full-time faculty stated that in addition to the duties of teaching, instructional preparation for it, student advising and assistance, and continuing scholarship, there was also a recognition of the following other areas of activity in keeping with a faculty member "as a professional...including the following areas of participation as a professional in public service; participation and contribution to the improvement and development of the academic programs or academic services of the College; and the participation in and contributions to the professional growth and development of the College community" (Agreement Between the Higher Education Coordinating Council and the Massachusetts State College Association, July 1, 1995-June 30, 1998, pg. 196).

Of note also was the statement further along in this Article that described that "it is understood and agreed that the engagement of each full-time faculty member of the bargaining unit to render professional services to a State College in accordance with the provisions of this Agreement represents his or her primary professional employment, [and], it is further understood that no member of the bargaining unit shall engage in any

other professional activities where to do so constitutes a violation of any provision of Chapter 268 of the General Laws {State of Massachusetts}” (Ibid., pg. 196).

Professional Concern F. Protections on Academic Freedom for the Faculty Member

This concern is central to the exercise of professional duties within his/her education. Thus, all of the twelve contracts contained some reference to it although they varied in their extent and content. The contract of the Vermont State Colleges illustrates the range of language on this topic. Article 7 states:

(A). Vermont State Colleges shall continue its policy of maintaining and encouraging full freedom of inquiry teaching and research. Such academic freedom shall encompass the unconditional freedom of discussion of any material relevant to any course which a faculty member has been assigned to teach and, to this end, there shall be no unreasonable restrictions upon instructional methods.

(B). In a faculty member’s role as citizen, he/she shall continue to have the same rights as other citizens, provided that in his/her extramural utterances he/she shall disclaim any representation on behalf of the Vermont State Colleges when such representation could reasonably be perceived within the community where such utterance is made (Agreement Between Vermont State Colleges and Vermont State Colleges Faculty Federation UPV, AFT, LOCAL 3180, AFL-CIO, Article 7, A. & B., September 1, 1999-August 31, 2003, p. 13).

And to give another example of a contract with similar content, the contract of the University of New Hampshire in effect for 2000, was equally to the point in its article concerning academic freedom, Article 2:

(2.1) The Board of Trustees and the AAUP recognize the essential importance of academic freedom to an institution of higher education and affirm their continuing commitment to the principles of academic freedom and its protections as provided in the AAUP Statement of Principles on Academic Freedom.

(2.2) When making public statements, members of the bargaining unit should take care to avoid the impression that they are representing the University.

(2.3) Members of the bargaining unit will carry out their responsibilities faithfully and in a manner consistent with the traditions of academic freedom and professional excellence.

(2.4) The parties agree that grievances involving alleged violations of this article that are pursued to arbitration will only be heard by arbitrators who are from an academic community of higher education. (Collective Bargaining Agreement USNH Board of Trustees and AAUP-UNH Chapter, July 1, 1998-June 30, 2003, Article A., p. 108).

Both of the above contract articles literally took their language and its tenor from the American Association of University Professors (AAUP) 1940 Statement of Principles on Academic Freedom and Tenure with 1970 Interpretive Comments (AAUP, 1999).

This may well be an example of boilerplate language or an example of a well-settled concept. The Interpretive Comments read:

a. Teachers are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

b. Teachers are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject....

c. College and university teachers are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution (AAUP, pp, 1-2).

In sharp contrast to all of the reviewed contracts, the strongest counterpoint to extensive language discussed above, the University of Connecticut's CBA succinctly covered academic freedom:

The Board of Trustees recognizes the paramount importance in an institution of higher education and reaffirms its continuing commitment to the principles of academic freedom and its protections as described in The University of Connecticut Laws and By-Laws, (12th edition, revised 1997). This article on academic freedom is a statement of intent and policy and is not subject to the Contractual Grievance Procedure (UCONN, 1997, pp. 5-6).

Although the passage was short, it is significant in while academic freedom is protected, it is not subject to the contractual grievance procedures. It is a stated right, but not a protected right. Does this make academic freedom a right without a remedy at the University of Connecticut?

Professional Concern G: The Ability of the Faculty to Exercise Reasonable Shared Governance

Shared governance means the ability of the faculty to influence decision-making in general matters relating to the management and planning of the institution, not just specifically in those areas very distinctly related to the faculty and academic matters. This section includes a discussion of some of the contract items that specifically point to some protection for faculty involvement in shared governance. While shared governance may manifest in various contract sections, this analysis looked for specific language through a stated article section. A specific article is more indicative of a comprehensive approach to the topic of shared governance as opposed to inferential or vague language that may address a specific issue that is only tangentially related to the concept of shared governance.

Of the twelve contracts, six have references to the faculty's involvement, via union leadership notification, in advance of the consideration by the administration of certain main issues such as budget difficulties and possible financial emergencies, two contracts had more extensive language very specifically detailing procedures to follow in

the event of budget difficulties and this program eliminations, and two relied on interconnected and interlocking committee structures to influence administrative decisions in matters ranging from support staff utilization to policies for the assignment of office space (MSCA and UMASS Lowell).

Those contracts that did not contain references to shared governance typically had clear statements of management rights, and possible consultative rights, for the union. For example, the University of Rhode Island's (URI) contract does not contain an article specific to shared governance with just a reference to the role of the administration in this regard. In Article II it was stated that "The Association [faculty] recognizes that the Board [trustees], the Commissioner of Education and the Administration of the University, have responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the University to the full extent authorized by law" (URI, 2000, pg. 5). A separate article, V, may have left open the idea of consultation between the officers of the faculty association, and the President of the URI and/or the State of Rhode Island's Department of Education but this was to discuss what might be considered appropriate in deciding the "proper subjects of collective negotiation" and meeting might also be called for "if matters of mutual concern arise of an urgent or emergency nature" (URI, p. 6). Yet the contract does not contain language on shared governance.

An example of nested language regarding shared governance is found in Article VII of the Massachusetts State Colleges (MASS State). Article VII, "Participation in the Decision-Making Process," described a detailed nested structure of committees overseen by a penultimate, "All-College Committee," with the responsibility for specific standing

committees within each of the institutions' colleges (MASS State, 1995, p. 83). These committees are to be convened by each college at each MASS State institution for the following four areas: curriculum, academic policies, student affairs, and long-range planning. Earlier in this chapter the requirement of the MASS State contract to create curriculum and academic committees was reviewed under the discussion on the reviewed contracts and their influence on the curriculum. In this section, it is the work of the student affairs and the long-range planning committees, and the oversight of the all-college committee, wherein lies the influence of the bargaining agreement to establish a structure for the exercise of shared governance in a specified way for the institutions and faculty represented in the contract.

According to Article VII, it is the responsibility of the All College Committee to “encourage the participation of all members of the bargaining unit, members of the college administration, members of the student body in the process of decision-making” (MASS State, p. 81). The purpose also of the All College Committee was to serve as the agency that would coordinate and implement the participation of the various institutional constituencies, as the contract stipulated, and the use of the standing committees noted previously, (for curriculum, academic policies, student affairs, and long-range planning). The All-College Committee was the starting point for all matters submitted by any party of the institution, individual or group, and which were then referred by the All-College Committee to one of the standing committees, or if more appropriate, to a new ad hoc committee devised by the All-College Committee.

The All-College Committee was created to “resolve any conflicts and difference in the recommendations of the standing or ad hoc committees prior to passing along said

recommendations of the ad hoc or standing committees before they were passed on to the appropriate administrative officer or to an institution's president" (Ibid).

Without of course guaranteeing that all decisions were made through this committee structure it can be inferred from this section of the contract that the expectation was that this was the path to be followed, and if it was not, and a major decision made at one of the institutions covered by the contract, it could be a subject of grievance under the terms of the contract by the faculty. Given this situation, the establishment of the standing committees of student affairs and that of long-range planning, therefore opened up to a faculty-driven committee decision making process some areas outside the usual contractual areas that had been described in some of the other reviewed contracts.

To sum up this section of the review of contract clauses and the professional concern related to shared governance entries in the contracts, the following is a restatement of a few points made earlier in this paper about the reality on campuses and the content of contracts.

The absence of specific language in the contracts should not be interpreted to mean that there was, is, or cannot be a actual practice of shared governance through such bodies as faculty senates and other committees, or other faculty representative structures on the campuses that belong to the faculty contracts reviewed. As has been noted earlier in this work, past practice, institutional by-laws, state regulations and statutes, and related edicts, and actual dealings are outside the consideration of this research. Also not included in this research is how in day-to-day reality, the administration, the faculty,

students, trustees and other influencing parties, work to influence how a campus is governed and run in de facto terms.

Concluding Statements of the Contract Review for Research Question #3

This research surveyed a random sample of faculty about their perception of how their collective bargaining agreement affected their professional concerns. Additionally, the research included a review of the contracts under which the surveyed faculty actually worked. A review of the contract revealed that all of the professional concerns developed from the review of the literature were contained in the contracts. The extensiveness of the language varied reflecting the context and history of the institution and the issues brought to the bargaining table. Twelve institutions or systems of higher education bargained issues pertaining to professional practice. It seems reasonable to posit from the research that the collective bargaining process is an established venue for faculty to discuss and pursue their professional concerns.

CHAPTER 5

DISSERTATION FINAL CHAPTER

The University is a Paradise, Rivers of Knowledge are there, Arts and Sciences flow from thence. Counsel Tables are *Horde conclusive*, (as it is said in the Canticles) *Gardens that are walled in*, and they are *Fonts signet*, *Wells that are sealed up*; bottomless depths of unsearchable Counsels there.

John Donne (as cited in Sayers, 1936)

Purpose of this Study

Essentially, this dissertation is an examination of the relationship between the professional concerns of faculty and collective bargaining. The driving questions centered on whether unionization was fundamentally compatible with the traditional definition of a “professional,” as perceived by the faculty surveyed, and what faculty perceived about their collective bargaining agreements as being agents of hindrance or facilitation when it came to examining their professional concerns. These concerns were:

- The ability of the faculty to effectively influence who will join and continue on the faculty.
- The ability of the faculty to determine the curriculum.
- The ability of the faculty to determine what instructional practices/delivery systems will be used their classrooms.
- The ability of the faculty to set the requirements for granting of a degree.
- The ability of the faculty to determine their teaching scholarship and service requirements.

- The right of the faculty to exercise their academic freedom.
- The ability of the faculty to exercise reasonable shared governance, (exercising a wider role in institutional governance beyond the classroom and the department level).

Coupled with these professional concerns were also three key research questions that the study sought to answer. For review these were:

- Do faculty perceive that collective bargaining facilitates or inhibits their professional autonomy?
- Do faculty perceive that collective bargaining in general is important to their sense of professionalism?
- Do the collective bargaining agreements support professional autonomy?

To accomplish this work, the study relied on a combination of survey research and contract analysis. For the survey phase, 650 faculty were drawn from thirteen four year public institutions within New England and surveyed to ascertain their perceptions on how their contracts may be affecting their professional concerns, as defined above. For the contract analysis phase of the research, the associated collective bargaining contracts of the institutions that employed the surveyed faculty were examined to see if there was language in the contracts that might facilitate or hinder the professional concerns of the faculty.

Findings

Research Question #1, (Do faculty perceive that collective bargaining facilitates or inhibits their professional autonomy?)

Twenty-seven Likert style questions were developed based on the review of the literature. A review of the questions by their foundational framework, the professional

concerns of the faculty, (as noted above), and then a factor analysis, resulting in five factors formed the core of this inquiry, along with ANOVAs seeking the variance with the factors' results based on the rank, academic disciplines, and union memberships of the faculty. The five factors are:

Factor 1: Personal Protections for the Faculty Member

Factor 2: Program Controls

Factor 3: Organizational Restraints

Factor 4: Specified Academic Issues

Factor 5: Restrictive Contract Stipulations

An analysis of Factor 1 ($M = 3.43$) found that the respondents perceived their collective bargaining agreements as providing them with protections in the areas of the tenure and promotion review process, the post-tenure review process, a manner of control over their efforts and scholarly endeavors, added weight to their individual voices in institutional decision-making, and protected their professional autonomy as well as helped to secure their right to conduct their teaching according to their own dictums. Therefore the survey respondents perceived that their collective bargaining agreements extended these protections to them as individual faculty members and protected their autonomy as professionals, and protected their academic freedom.

For Factor 2 ($M = 3.17$) 'Program Controls,' the respondents perceived that their collective bargaining agreements provided controls over the altering of their academic programs without faculty involvement. The respondents perceive that their contract provides protection so that their ability to determine degree requirements are not eroded by management. The contract is a block to management encroachment, they believe.

However, there was a large neutral response for three of the five questions for this factor. Why there is a large neutral response is unknown. It may point to some ambivalence on the part of the faculty or a lack of knowledge about the contract.

Factor 3 ($M = 3.25$) responses showed that the faculty perceived the union and the collective bargaining agreement to be an effective counterbalance to the power of the institution and its possible thrust, or inclinations, to mandate unilateral change. The data associated with this Factor 3 denoted a positive perception by the faculty responding that their union and its bargaining agreement were effective in counterbalancing the power of the institution to affect unilateral change without faculty involvement.

The analysis for Factor 4 ($M = 3.02$) has a mean slightly above neutral or the midpoint. The factor has two questions. The questions raise the interesting point of whether the respondents want the contract to protect their ability to act (Factor 1) but they may be concerned about the collective bargaining process replacing their ability to act. This factor may carve out niches in which faculty believe that the collective action of bargaining should not be used in place of action taken through normal academic channels.

Results for Factor 5 (2.65), 'Restrictive Contract Stipulations' encompassed two questions that dealt specifically with two distinct contract issues, the hiring of new faculty using monetary incentives, and provisions in the contract that protected the faculty's ability to establish degree requirements. As they disagreed with the two questions, the mean is one on that side of the Likert Scale, they disagreed that their contracts facilitated the hiring of new faculty with monetary incentives, and disagreed that their contract was not able to protect their right to establish degree requirements.

This factor does not have a conceptual base that binds the two questions. Consequently, caution is urged when applying this factor to other research questions.

An ANOVA was conducted for each Factor using three key demographic characteristics of the respondents: their academic rank, their disciplines, and their union memberships. The results are summarized below.

Academic Rank. No significant differences were found in any of the five factors.

Disciplines. Significant differences by discipline were found with Factors 2, 3, 4, and 5. For Factor 2, 'Program Controls,' there were significant differences ($p < .05$) between those in the category of 'other' and those in the liberal arts, and science/engineering, but not with business /economics. In the situation of Factor 3, 'Organizational Restraints' the significant differences ($p < .05$) were between science/engineering and business/economics. While Factor 4, 'Specified Academic Issues,' mirrored that of Factor 1 with significant differences ($p < .05$) between those in the category of 'other' and those in the liberal arts, and science/engineering, but not with business /economics. Factor 5, 'Restrictive Contract Stipulations,' displayed significant differences ($p < .05$) between 'other' and science/engineering. There is no apparent theme that links all of the responses. Consequently, these findings are of limited value.

Union Membership: For Factor 1, 'Protections for the Faculty Members', the members of the three main unions, AFT, AAUP and NEA, showed significant differences ($p < .05$) with those faculty who by choice were not union members. Factor 2, 'Program Controls,' showed an exact parallel finding, and Factor 3 'Organizational Restraints,' showed only a significant difference ($p < .05$) between AAUP and those not in a union. Factor 4 had no significant differences among the union memberships, and Factor 5

'Restrictive Contract Stipulations,' indicated a significant differences ($p < .05$) between members of AFT and AAUP. Members in the AAUP differ from non-union respondents; members of the NEA and AFT differ to a lesser degree from non-union respondents. The clear, and not unexpected explanation, is that union members differ in perceptions from those who joined a union. There was no significant difference between the unions except for Factor 5. But, once again, caution is urged regarding this finding.

Taken together, the analysis of the first research question leads to the finding that collective bargaining agreements facilitate the exercise of professional autonomy. The CBA plays a role in protecting faculty professional autonomy. Clearly, the CBA is not an impediment to professionalism in higher education.

In sum, on the question of whether or not collective bargaining facilitates or inhibits professional autonomy thus research Question 1, the responses of the faculty to the survey indicate that not only does it facilitate, in some areas such as exercising restraint on the administration to change programs, alter the curriculum and support the voices of the faculty outside the classroom, among some of the faculty respondents it may be considered vital. There also did not indicate to be any strong perceptions of conflict among the respondents between their being a member of a profession, and having their associated professional rights such as their academic freedom protected by a collective bargaining agreement, a mechanism not usually relied on upon or associated with the professions.

Research Question, #2 (Do faculty perceive that collective bargaining, in general, is important to their sense of professionalism?)

Three survey items addressed this question. The results of which indicated that the respondents believe that academic freedom is an appropriate subject of bargaining,

that collective bargaining balances the power of administration, and that the respondents prefer to work under a collective bargaining agreement than to work without one.

Therefore, the faculty respondents perceive that collective bargaining is important to their professional lives.

However, when these questions are analyzed by demographic variables a more nuanced view of the responses is revealed. There were no variances found for any of the questions based on the rank or disciplines of the respondents. However, the responses for Question 28, (“Without a collective bargaining agreement the administration would have too much power over the governance of my institution.”) and Question 30, (“If given a choice, I would rather work at an institution that has a collective bargaining agreement than that does not.”), vary significantly ($p < .05$) by union membership. In the case of Question 28, there were significant differences among those not members of a union and those in the three unions AFT, AAUP, and NEA. There was also a significant difference between those in a different union, ‘other’ and AFT. For Question 30, the significant difference ($p < .05$) was between, ‘not a member’ and those in AFT AAUP, and NEA, but there were no differences between ‘other’ and those not members of a union. For Question 30, the significant differences were between those ‘not a union member,’ also those in ‘other’ unions and AFT, AAUP, and NEA. This difference between union membership and non-membership persists in both research questions. This clearly indicates that the two groups differ in perceptions. What supports the difference of perceptions is unknown.

Non-union members may have a philosophical view about the work of unions that spurred them to not join and thus to not see the work of a union favorably. Without further study, we are left with speculation.

Research Questions # 3, (Do the collective bargaining agreements support professional autonomy?)

This question focused on the contracts and not the survey. The contracts revealed a range of coverage with regard for the professional concerns of the faculty (as defined for the purposes of this study), with some contracts providing a spartan approach and others providing extensive coverage. In one case, what was perceived by the literature as being a very strong faculty concern, (who will join and continue on the faculty), was found to a large extent within the contracts reviewed but registered lower in the factor analysis of the professional concerns among the faculty survey responses; thus leading to a conclusion that it was less important than the other professional concerns to the faculty. In contrast, a reading of the contracts alone might result in the opposite conclusion given the amount of content in all the contracts centering on this aspect of faculty appointments, and the provision of tenure. This was the clearest disparity between the level of importance given to a concern by the faculty and the amount of space it occupied in most of the contracts.

A comparison of the contracts by professional concern and the responses to the survey questions by the respondents, overall demonstrate that the faculty appear to have a good awareness of what was in their contract, in the sense that many of the items they felt strongly about (academic freedom, personal tenure/post-tenure review protections and due process right etc., and their role in curriculum planning, and work in the classroom) were actually in their contracts, so they answered apparently from a basically informed

position. However, how strong their collective bargaining agreement is in application and how the respondents perceived it to protect their voice in governance, acting as a control on arbitrary administrative decision-making, may be subject to debate. Most contracts contained little language and were vague when they did contain any reference to shared governance.

All the contracts devoted space, some of it quite extensive, to the adding of new faculty and especially in some instances the use of adjuncts, the how and when to use and how many can be used. It is interesting that all of the contracts contained language regarding new faculty. It was a professional concern identified throughout the literature, but it did not surface as a factor. A reasonable explanation may be that the process for hiring new faculty is an important concern of unions but it may not be recognized as an exercise of individual professional autonomy.

Conclusions

Without a doubt, the respondents indicated by their answers to the survey that they perceived their professional concerns, at least as embodied in the survey, to be more than adequately addressed by their collective bargaining agreements. They also did not indicate any real conflict over being members of a union and being a professional. In addition, the areas of protection they sought to be provided in their contracts, especially protections for the personal roles and for their roles in the classroom, were actually to be found in the contracts. To a lesser extent what they sought in their contracts in terms of protections for a firm faculty role in shared governance or as a counter balance to administrative powers were less distinct, but in many contracts there was some language even if only in shell form. But in the perceptions of the faculty, their shared governance

role and their voice in campus issues would be less secure if the collective bargaining did not exist at all.

Therefore, does the need then for faculty to have a union, and a collective bargaining agreement, result in part from a desire to procure a more secure foothold on a way of traditional professional life that is perceived to be diminishing? Is it a way to preserve a view of faculty life that current faculty members recall that their advisors and faculty enjoyed when they were students? Is it then, in fact, this perception of a professional life linked to an institution, one of the reasons faculty enter into the academic profession?

Recommendations

As with any study, sometimes the actual result is to end up with more questions to be explored than ones answered and so further studies, hopefully, can come forward and add to the developing trail of research.

Some of the issues to be explored might include the following:

- more studies with a larger population could examine the influence of departmental and college affiliations. The number in this study was not large enough to fully explore each sub-set.
- additional exploration of the of new tenure-track faculty, with further study after they have achieved tenure, may also inform further on any attitudinal changes resulting from being a union member.
- examination if membership in a union as a graduate assistant re-enforces the perceived need to be a member of a faculty union.

- more studies on the interplay of laws and past practices and the contracts intertwined with further study of faculty perceptions and perhaps behavior.
- a follow-up study to this in other states to see if the results parallel these (Florida, California, New York) to examine if there are regional differences.

In addition to the above mentioned follow-up studies as well as others that might find a source of inspiration in this study, it is hoped that information gained from this study may assist unions in understanding the impact that their management of the collective bargaining process might have on a faculty's professional concerns. It may also aid faculty in understanding more about the perceptions of their colleagues with regard to the role collective bargaining plays in influencing specific aspects of their professional lives and its roles. In addition, administrations could find this information useful in understanding the collective bargaining process and its impact on faculty and institutional administration relations.

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APPENDICES

APPENDIX A

IRB Approval Letter



UNIVERSITY of NEW HAMPSHIRE

August 29, 2003

Nancy Hamer
Education, Morrill Hall
Durham, NH 03824

IRB #: 2986
Study: College and University Faculty Perceptions of the Effects of Collective Bargaining Agreements on their Professional Roles
Approval Date: 08/29/2003

The Institutional Review Board for the Protection of Human Subjects in Research (IRB) has reviewed and approved the protocol for your study as Exempt as described in Title 45, Code of Federal Regulations (CFR), Part 46, Subsection 101(b). Approval is granted to conduct your study as described in your protocol.

Researchers who conduct studies involving human subjects have responsibilities as outlined in the attached document, *Responsibilities of Directors of Research Studies Involving Human Subjects*. (This document is also available at <http://www.unh.edu/osr/compliance/IRB.html>.) Please read this document carefully before commencing your work involving human subjects.

Upon completion of your study, please complete the enclosed pink Exempt Study Final Report form and return it to this office along with a report of your findings.

If you have questions or concerns about your study or this approval, please feel free to contact me at 603-862-2003 or Julie.simpson@unh.edu. Please refer to the IRB # above in all correspondence related to this study. The IRB wishes you success with your research.

For the IRB,

A handwritten signature in cursive script that reads "Julie Simpson".

Julie F. Simpson
Manager

cc: File

Research Conduct and Compliance Services, Office of Sponsored Research, Service Building, 51 College Road, Durham, NH 03824-3585 * Fax: 603-862-3564

APPENDIX B

Survey Document
Faculty Perceptions of the Effects of Collective Bargaining Agreements on Their
Professional Roles: The New England Higher Education Experience

SECTION I.

Please write in, or check, the one most appropriate response for each question.

1. Age : _____
2. Gender: Female _____ Male _____
3. Rank:
 Instructor _____ Assistant Professor _____ Associate Professor _____ Professor _____
 Other, please specify _____
4. Years in Higher Education _____
5. Tenured _____ Tenure Track _____ Other, please specify _____
6. My current academic department affiliation is with the: _____
7. I am a member of the (check one): AFT _____, AAUP _____, NEA _____,
 or other, (please specify _____). I am not a member _____
 If yes, how many years? _____
8. Select the level of your current, primary teaching assignment:
 Undergraduate _____ Graduate _____ Both _____
9. Approximate size of your institution (number of students):
 Less than 500 _____ 500-1000 _____ 1001-3500 _____ 3501-5500 _____ 5500-7500 _____
 7501-10,000 _____ 10,001-15,000 _____ 15,001-20,000 _____ 20,001-25,000 _____
 25,000-30,000 _____ more than 30,000 _____
10. Highest level of degree awarded at your institution:
 Bachelors _____ Masters _____ Doctorate _____

Appendix B (continued)

11. My terminal degree is: _____

12. Number of years since obtaining terminal degree: _____

SECTION II.

Please indicate to what extent you agree with the following statements as each relates to the opening phrase, “(The, A, or My) Faculty Collective Bargaining Agreement...” by circling the one most appropriate response to the right of each statement.

ANSWER KEY:

SD= Strongly Disagree D=Disagree N=Neutral A=Agree SA=Strongly Agree

“(The, A, or My) Faculty Collective Bargaining Agreement....,

- | | |
|--|-------------|
| 1. ...enhances the professional status of the faculty by its very presence on a campus. | SD D N A SA |
| 2. ...enhances the practice of shared governance on a campus. | SD D N A SA |
| 3. ...effectively protects the faculty’s interests in the post-tenure review process. | SD D N A SA |
| 4. ...protects the faculty’s ability to effectively influence who will be hired as a faculty member. | SD D N A SA |
| 5. ...is effective in protecting faculty rights during promotion and tenure decisions. | SD D N A SA |
| 6. ...preserves the ability of the faculty to determine the relative weight of teaching, scholarship, and service in promotion and tenure decisions. | SD D N A SA |
| 7. ...is not effective in protecting the faculty’s ability to establish the requirements of a degree. | SD D N A SA |
| 8. ...is effective in supporting the ability of the faculty to determine the curriculum. | SD D N A SA |
| 9. ...primarily addresses issues unrelated to the faculty’s professional issues. | SD D N A SA |

Appendix B (continued)

- | | |
|---|-------------|
| 10. ...facilitates the hiring of the best faculty through the use of monetary incentives. | SD D N A SA |
| 11. ...restrains my institution from restructuring academic programs without adequate consultation or the cooperation of the faculty. | SD D N A SA |
| 12. ...protects a faculty member's professional autonomy. | SD D N A SA |
| 13. ...protects the control that I have over my scholarship/creative efforts. | SD D N A SA |
| 14. ...contains adequate provisions to protect faculty determination of how new learning technologies will be implemented. | SD D N A SA |
| 15. ...should not address the establishment of degree requirements. | SD D N A SA |
| 16. ...should include matter related to the curriculum, and be an appropriate subject of collective bargaining. | SD D N A SA |
| 17. ...protects my ability to manage my classroom and give grades in the manner I feel is best. | SD D N A SA |
| 18. ...insures that the administration will not have too much power over the governance of my institution. | SD D N A SA |
| 19. ...effectively controls the ability of the administration to unilaterally change the requirements of my position. | SD D N A SA |
| 20. ...is ill equipped to address issues pertaining to my professorial responsibilities of teaching, scholarship, and service. | SD D N A SA |
| 21. ...protects my ability to determine what instructional practices I will use in my classroom. | SD D N A SA |
| 22. ...satisfactorily protects my intellectual property rights from the claim of the institution to ownership of them. | SD D N A SA |
| 23. ...effectively protects the faculty's ability to establish degree requirements. | SD D N A SA |

Appendix B (continued)

24. ...effectively protects my academic freedom. SD D N A SA
25. ...adds greater importance to my voice as a faculty member when speaking on matters relating to institutional governance SD D N A SA

SECTION III.

And finally, please signify your level of agreement next to each complete statement below:

26. Academic freedom is not an appropriate subject of collective bargaining. SD D N A SA
27. There are adequate provisions in the collective bargaining agreement to protect faculty determination of how new learning technologies will be implemented. SD D N A SA
28. Without a collective bargaining agreement the administration would have too much power over the governance of my institution. SD D N A SA
29. Our collective bargaining agreement effectively protects the faculty's ability to establish degree requirements. SD D N A SA
30. If given a choice, I would rather work at an institution that has a collective bargaining agreement than one does not. SD D N A SA
31. As a professional, I really cannot see myself represented by a union. SD D N A SA

Thank you very much for assisting me with this survey. Please return it in the enclosed, addressed and postage paid envelope, by October 17, 2003 to:

Nancy J. Hamer
University of New Hampshire
Verrette House, 6 Garrison Avenue
Durham NH 03824
603-862-1934

email: nhamer@maple.unh.edu (for contact on questions regarding the survey)

To confirm the submission of your survey, and to be entered in the drawing for one of two \$125.00 AMAZON.COM gift certificates, please also return the enclosed postage paid postcard by October 17, 2003

APPENDIX C

Overview of Survey Response Questions on Section II and III: By Professional Concern

Likert Scale	Distribution of Responses					Total	Missing	
	Strongly Disagree 1	Disagree 2	Neutral 3	Agree 4	Strongly Agree 5			
Professional Concern A: The ability of the faculty to effectively influence who will join and continue on the faculty. POST DEFENSE								
“(The, A, or My) Faculty Collective Bargaining Agreement...”								
Question 4 protects the faculty’s ability to effectively influence who will be hired as a faculty member	Frequency Percent Mean (S.D.)	11 7.80 3.1857 1.11617	26 18.40	46 32.60	40 28.40	17 12.10	1 0.70	141 100.00
Question 5 is effective in protecting faculty rights during promotion and tenure decisions	Frequency Percent Mean (S.D.)	5 3.50 3.9220 1.00762	9 6.40	20 14.20	65 46.10	42 29.80	0 0.00	141 100.00
Question 6 preserves the ability of the faculty to determine the relative weight of teaching, scholarship, and service in promotion and tenure decisions	Frequency Percent Mean (S.D.)	8 5.70 3.3333 1.81200	30 21.30	38 27.00	37 26.20	28 19.80	0 0.00	141 100.00
Question 10 facilitates the hiring of the best faculty through the use of monetary incentives	Frequency Percent Mean (S.D.)	33 23.40 2.3857 1.09666	48 34.04	37 26.24	16 11.35	6 4.27	1 0.70	141 100.00
Mean for Professional Concern A:		3.21						

Appendix C (continued)

Professional Concern B: The ability of the faculty to determine the curriculum.								
Question 8 is effective in supporting the ability of the faculty to determine the curriculum	Frequency Percent Mean (S.D.)	9 6.40 3.3050 1.07533	21 14.90	47 33.30	46 32.60	18 12.80	0 0.00	141 100.00
Question 11 restrains my institution from restructuring academic programs without adequate consultation or the cooperation of the faculty	Frequency Percent Mean (S.D.)	10 7.10 3.2826 1.19603	33 23.40	24 17.00	50 35.50	21 14.90	3 2.10	141 100.00
Question 16 should include matter related to the curriculum, and be an appropriate subject of collective bargaining	Frequency Percent Mean (S.D.)	24 17.00 2.5597 1.15369	51 36.20	27 19.10	24 17.00	8 5.70	7 5.00	141 100.00
<i>Mean for Professional Concern B:</i>		<i>3.05</i>						
Professional Concern C: The ability of the faculty to determine what instructional practices/delivery systems will be used in their classrooms.								
Question 14 contains adequate provisions to protect faculty determination of how new learning technologies will be implemented	Frequency Percent Mean (S.D.)	65 3.50 3.0815 0.94673	31 22.00	56 39.70	34 24.10	9 6.40	6 4.30	141 100.00
Question 21 protects my ability to determine what instructional practices I will use in my classroom	Frequency Percent Mean (S.D.)	5 3.55 3.4015 0.99602	22 15.60	37 26.24	59 41.84	14 9.93	4 2.84	141 100.00

Appendix C (continued)

Question 27 There are adequate provisions in the collective bargaining agreement to protect faculty determination of how new learning technologies will be implemented	Frequency Percent Mean (S.D.)	7 4.96 2.9416 0.92169	35 24.82	60 42.55	29 20.57	6 4.26	4 2.84	141 100.00
<i>Mean for Professional Concern C:</i>		<i>3.14</i>						
Professional Concern D: The ability of the faculty to set the requirements for the granting of a degree.								
Question 7 is not effective in protecting the faculty's ability to establish the requirements of a degree	Frequency Percent Mean (S.D.)	12 8.50 2.9124 1.07426	38 27.00	48 34.00	28 19.90	11 7.80	4 2.80	141 100.00
Question 15 should not address the establishment of degree requirements	Frequency Percent Mean (S.D.)	10 7.09 3.4815 1.18354	18 12.77	33 23.40	45 31.91	29 20.57	6 4.26	141 100.00
Question 17 Protects my ability to manage my classroom and give grades in the manner I feel is best	Frequency Percent Mean (S.D.)	7 5.00 3.4815 1.08633	22 15.60	40 28.40	47 33.30	21 14.90	4 2.80	141 100.00
Question 23 effectively protects the faculty's ability to establish degree requirements	Frequency Percent Mean (S.D.)	6 4.30 3.0580 0.91833	28 19.90	64 45.40	32 22.70	8 5.70	3 2.00	141 100.00

Appendix C (continued)

Question 29 Our collective bargaining agreement effectively protects the faculty's ability to establish degree requirements	Frequency Percent Mean (S.D.)	6 4.30 3.1000 0.99856	32 22.70	57 40.40	32 22.70	13 9.20	0.70	141 100.00
<i>Mean for Professional Concern D:</i>		<i>3.19</i>						
Professional Concern E: The ability of the faculty to determine their teaching, scholarship and service requirements.								
Question 3: effectively protects the faculty's interests in the post-tenure review process	Frequency Percent Mean (S.D.)	5 3.50 3.8643 1.02635	10 7.10	24 17.00	61 43.30	40 28.40	1 0.70	141 100.00
Question 9 primarily addresses issues unrelated to the faculty's professional issues	Frequency Percent Mean (S.D.)	25 17.70 2.6187 1.14459	46 32.60	31 22.00	31 22.00	6 4.30	1 0.70	141 100.00
Question 19 effectively controls the ability of the administration to unilaterally change the requirements of my position	Frequency Percent Mean (S.D.)	5 3.55 3.5401 1.11813	29 20.57	14 9.93	65 46.90	24 17.02	4. 2.84	141 100.00
Question 20 is ill equipped to address issues pertaining to my professional responsibilities of teaching, scholarship, and service	Frequency Percent Mean (S.D.)	14 9.90 2.7174 1.06016	53 37.60	36 25.50	28 19.90	7 5.00	3. 2.10	141 100.00
<i>Mean for Professional Concern E</i>		<i>3.19</i>						

Appendix C (continued)

Professional Concern F: The right of the faculty to exercise their academic freedom.								
Question 12 protects a faculty member's professional autonomy	Frequency Percent Mean (S.D.)	7 5.00 3.6364 1.05767	11 7.80	31 22.00	57 40.40	26 18.40	9 6.40	141 100.00
Question 13 protects the control that I have over my scholarship /creative efforts	Frequency Percent Mean (S.D.)	6 4.30 3.4453 1.11091	22 15.60	41 29.10	41 29.10	27 19.10	4 2.80	141 100.00
Question 22 satisfactorily protects my intellectual property rights from the claim of the institution to ownership of them	Frequency Percent Mean (S.D.)	8 5.70 3.1343 0.95611	18 12.77	67 47.50	30 21.27	11 7.80	7 4.96	141 100.00
Question 24 effectively protects my academic freedom	Frequency Percent Mean (S.D.)	3 2.10 3.8633 0.85297	6 4.30	25 17.73	78 55.32	27 19.15	2 1.40	141 100.00
<i>Mean for Professional Concern F:</i>		3.52						

Appendix C (continued)

Professional Concern G: The ability of the faculty to exercise reasonable shared governance.								
Question 1 enhances the professional status of the faculty by its very presence on a campus	Frequency Percent Mean (S.D.)	7 5.00 3.4429 1.18304	27 19.10	35 24.80	39 27.70	32 22.70	1 0.70	141 100.00
Question 2 enhances the practice of shared governance on a campus	Frequency Percent Mean (S.D.)	4 2.80 3.8794 1.05881	15 10.60	35 14.80	59 41.90	44 31.20	0 0.00	141 100.00
Question 18 insures that the administration will not have too much power over the governance of my institution	Frequency Percent Mean (S.D.)	10 7.09 3.2701 1.14727	31 21.99	23 16.32	58 41.13	15 10.64	4 2.84	141 100.00
Question 25 adds greater importance to my voice as a faculty member when speaking on matters relating to institutional governance	Frequency Percent Mean (S.D.)	8 5.70 3.5899 1.10213	17 12.10	25 17.70	63 44.70	26 18.40	2 1.40	141 100.00
<i>Mean for Professional Concern G:</i>		3.55						

APPENDIX D

Overview of Survey Response Questions in Factor Order

	Distribution of Responses						Missing	Total
	Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree			
Likert Scale	1	2	3	4	5			
“(The, A, or My) Faculty Collective Bargaining Agreement...”								
Factor 1 – “Personal Protections for the Faculty Member”								
Question 1 enhances the professional status of the faculty by its very presence on campus	Frequency Percent Mean (S.D.)	7 5.00 3.4429 1.18304	27 19.10	35 24.80	39 27.70	32 22.70	1 0.70	141 100.00
Question 2 enhances the practice of shared governance on a campus	Frequency Percent Mean (S.D.)	4 2.80 3.8794 1.05881	15 10.60	19 13.50	59 41.90	44 31.20	0 0.00	141 100.00
Question 3 effectively protects the faculty’s interests in the post-tenure review process	Frequency Percent Mean (S.D.)	5 3.50 3.8643 1.02635	10 7.10	24 17.00	61 43.30	40 28.40	1 0.70	141 100.00
Question 4 protects the faculty’s ability to effectively influence who will be hired as a faculty member	Frequency Percent Mean (S.D.)	11 7.80 3.1857 1.11617	26 18.40	46 32.60	40 28.40	17 12.10	1 0.70	141 100.00

Appendix D (continued)

Question 5 is effective in protecting faculty rights during promotion and tenure decisions	Frequency Percent Mean (S.D.)	5 3.50 3.9220 1.00762	9 6.40	20 14.20	65 46.10	42 29.80	0 0.00	141 100.00
Question 6 preserves the ability of the faculty to determine the relative weight of teaching, scholarship, and service in promotion and tenure decisions	Frequency Percent Mean (S.D.)	8 5.70 3.3333 1.81200	30 21.30	38 27.00	37 26.20	28 19.80	0 0.00	141 100.00
Question 9 primarily addresses issues unrelated to the faculty's professional issues	Frequency Percent Mean (S.D.)	25 17.70 2.6187 1.14459	46 32.60	31 22.00	31 22.00	6 4.30	2 1.40	141 100.00
Question 12 protects a faculty member's professional autonomy	Frequency Percent Mean (S.D.)	7 5.00 3.6364 1.05767	11 7.80	31 22.00	57 40.40	26 18.40	9 6.40	141 100.00
Question 13 protects the control that I have over my scholarship/creative efforts	Frequency Percent Mean (S.D.)	6 4.30 3.4453 1.11091	22 15.60	41 29.10	41 29.10	27 19.10	4 2.80	141 100.00
Question 17 protects my ability to manage my classroom and give grades in the manner I feel is best	Frequency Percent Mean (S.D.)	7 5.00 3.3869 1.08633	22 25.60	40 28.40	47 33.30	21 14.90	4 2.80	141 100.00
Question 20 is ill equipped to address issues pertaining to my professional responsibilities of teaching, scholarship and service	Frequency Percent Mean (S.D.)	14 9.90 2.7174 1.06016	53 37.60	36 25.50	28 19.90	7 5.00	3 2.10	141 100.00

Appendix D (continued)

Question 21 protects my ability to determine what instructional practices I will use in my classroom	Frequency Percent Mean (S.D.)	5 3.55 3.4015 0.99602	22 15.60	37 26.24	59 41.84	14 9.93	4 2.84	141 100.00
Question 22 satisfactorily protects my intellectual property rights from the claim of the institution to ownership of them	Frequency Percent Mean (S.D.)	8 5.70 3.1343 0.95611	18 12.77	67 47.50	30 21.27	11 7.80	7 4.96	141 100.00
Question 24 effectively protects my academic freedom	Frequency Percent Mean (S.D.)	3 2.10 3.8633 0.85297	6 4.30	25 17.73	78 55.32	27 19.15	2 1.40	141 100.00
Question 25 adds greater importance to my voice as a faculty member when speaking on matters relating to institutional governance	Frequency Percent Mean (S.D.)	8 5.70 3.5899 1.10213	17 12.10	25 17.70	63 44.70	26 18.40	2 1.40	141 100.00
Total Mean Factor 1		3.43						
Factor 2 – “Program Controls”								
Question 8 is effective in supporting the ability of the faculty to determine the curriculum	Frequency Percent Mean (S.D.)	9 6.40 3.3050 1.07533	21 14.90	47 33.30	46 32.60	18 12.80	0.00	141 100.00
Question 11 restrains my institution from restructuring academic programs without adequate consultation of the cooperation of the faculty	Frequency Percent Mean (S.D.)	10 7.10 3.2826 1.19603	33 23.40	24 17.00	50 32.50	14 14.90	3 2.10	141 100.00

Appendix D (continued)

Question 14 contains adequate provisions to protect faculty determination of how new learning technologies will be implemented	Frequency Percent Mean (S.D.)	5 3.50 3.0815 0.94673	31 22.00	56 39.70	34 24.10	9 6.40	6 4.30	141 100.00
Question 23 effectively protects the faculty's ability to establish degree requirements	Frequency Percent Mean (S.D.)	6 4.30 3.0580 0.91833	28 19.90	64 45.40	32 22.70	8 5.70	3 2.00	141 100.00
Question 29 Our collective bargaining agreement effectively protects the faculty's ability to establish degree requirements	Frequency Percent Mean (S.D.)	6 4.30 3.1000 0.99856	32 22.70	57 40.40	32 22.70	13 9.20	1 0.70	141 100.00
Total Mean Factor 2		3.17						
Factor 3 – "Organizational Restraints"								
Question 18 insures that the administration will not have too much power over the governance of my institution	Frequency Percent Mean (S.D.)	10 7.09 3.2701 1.4727	31 21.99	23 16.31	58 41.13	15 10.64	4 2.84	141 100.00
Question 19 effectively controls the ability of the administration to ultimately change the requirements of my position	Frequency Percent Mean (S.D.)	5 3.55 3.5401 1.11813	29 20.57	14 9.93	65 46.09	24 17.02	4 2.84	141 100.00
Question 27 There are adequate provisions in the collective bargaining agreement to protect faculty determination of how new learning technologies will be implemented	Frequency Percent Mean (S.D.)	7 4.96 2.9416 0.92169	35 24.82	60 42.55	29 20.57	6 4.26	4 2.84	141 100.00
Total Mean Factor 3		3.25						

Appendix D (continued)

Factor 4 – “Specified Academic Issues”								
Question 15 should not address the establishment of degree requirements	Frequency Percent Mean (S.D.)	10 7.09 3.4815 1.18354	18 12.77	33 23.40	45 31.91	29 20.57	6 4.26	141 100.00
Question 16 should include matter related to the curriculum, and be an appropriate subject of collective bargaining	Frequency Percent Mean (S.D.)	24 17.00 2.5597 1.15369	51 36.20	27 19.10	24 17.00	8 5.70	7 5.00	141 100.00
Total Mean Factor 4		3.02						
Factor 5 – “Restrictive Contract Stipulations”								
Question 7 is not effective in protecting the faculty’s ability to establish the requirements of a degree	Frequency Percent Mean (S.D.)	12 8.50 2.9124 1.07426	38 27.00	48 34.00	28 19.90	11 7.80	4 2.80	141 100.00
Question 10 facilitates the hiring of the best faculty through the use of monetary incentives	Frequency Percent Mean (S.D.)	33 23.40 2.3857 1.09666	48 34.04	37 26.24	16 11.35	6 4.27	1 0.70	141 100.00
Total Mean Factor 5		2.65						