



# Faculty Union and Faculty Senate Co-Existence: A Review of the Impact of Academic Collective Bargaining on Traditional Academic Governance

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## Abstract

This paper examines the intersection between faculty unions and faculty senates along with the costs and benefits that each pays and receives relative to one another. More specifically, the authors examine the impact of academic collective bargaining on shared governance traditions, providing an analysis of whether the relationship of unions and governance systems has been symbiotic or non-symbiotic. The authors also explore the overall beneficial and negative outcomes of academic collective bargaining in higher education before developing and presenting a framework of four models of academic collective bargaining that offers historical descriptive value as well as prescriptions for academic collective bargaining in the future. The paper makes a significant contribution to the faculty governance and higher education collective bargaining literature by being among the first to provide a comprehensive review of the faculty governance literature over the last four decades and to present an integrative framework of the possible relationships between faculty unions, faculty senates, and institutions of higher education.

## Keywords

academic collective bargaining, faculty governance, faculty unions, symbiotic

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For more than forty years, faculty unions and faculty senates have attempted to share the same habitat at many universities in the United States. Currently, over 430,000 faculty members and graduate students at more than 500 institutions and 1,174 campuses are represented by collective bargaining agreements (Berry and Savarese 2012). Recent data suggest that 27 percent of all U.S. faculty are represented by collective bargaining agreements (Berry and Savarese 2012). Public 2-year institutions have the highest levels of representation, with 42 percent of the faculty covered by collective bargaining agreements (Berry and Savarese 2012). Similarly, one fifth of graduate student employees (GSEs) nationwide are represented by collective bargaining agreements (Berry and Savarese 2012). As Aronowitz (1998) predicted a decade and a half ago, representation of faculty and GSEs has become an important part of “labor’s new frontier” (pp. 174-181). Indeed, growth in faculty and GSE representation remains strong today, with a 14 percent increase of nearly 50,000 faculty members since 2006 (Berry and Savarese 2012). At the same time, over 90 percent of colleges and universities have some form of faculty governance, in which faculty share, via arrangements such as a faculty senate, in institutional decision-making processes (Tierney and Minor 2003). The trend toward faculty unionization began in the late 1960s and continued into the 1970s. From the earliest years, a dominant question was “Will the union foster, weaken but still endorse, or totally substitute itself for the traditional faculty senate or council?” (Duryea and Fisk 1973). This has been an underlying theme since the inception of faculty unions in higher education. Thus, over the past four decades, scholars have been pondering the question of whether there will be any “measurable benefits for faculty members” (Jackson and Clark 1987).

The purpose of this paper is to examine the intersection between faculty unions and faculty senates in U.S. higher education as well as the costs and benefits that each pays and receives relative to one another. We first provide a review of the faculty governance literature from the last four decades before developing and presenting a framework of the possible relationships between faculty senates and faculty unions. Specifically, we focus on four primary issues. The first is the impact of academic collective bargaining on shared governance traditions. The second is an analysis of whether the relationship of unions and governance systems has been symbiotic or non-symbiotic. The third issue addresses the overall beneficial and negative outcomes of academic collective bargaining in U.S. higher education. The final issue involves the development and presentation of a framework of four models of academic collective bargaining that offers historical descriptive value as well as prescriptions for academic collective bargaining in the future.

## **Academic Collective Bargaining and Faculty Governance: A Historical Review**

The early days of faculty unionization brought about an initial burst of energy and attention, as evidenced by substantial pay increases at St. John’s University and other schools that were experiencing representation for the first time (Duryea and Fisk 1973).

During the initial decade of the faculty unionization movement, faculty members were becoming increasingly receptive to the idea of representation. Kemerer and Baldrige (1975) specifically noted that in only a decade or so, the faculty unionization movement had expanded to include one seventh of the colleges and universities in the United States, with approximately 12 percent of all professional staff and more than 20 percent of the full-time teaching faculty represented by unions. Kemerer and Baldrige (1975) also cited evidence suggesting that 70 percent of all mid-1970s American faculty members were willing to vote in favor of a collective bargaining agent.

Nevertheless, despite this early enthusiasm, there were concerns that collective bargaining would enable unions to take over or replace faculty senates (Glenn 1987). There was even some speculation about the effective end of faculty governance (Baldrige and Kemerer 1976). For example, Don Wollett, a law professor at the University of California–Davis, suggested that “the system of self-governance treasured by many faculty members does not adapt easily to collective bargaining. Indeed, it can probably not survive in this new environment” (Duryea and Fisk 1973, 32). Note that these changes were taking place in the late sixties and early seventies during a time of great sociological and political change. There was a great deal of uncertainty, and the experience of faculties in the collective bargaining arena was still so limited that any attempt to identify trends and/or the balance of the gains and losses was difficult (Carr and VanEyck 1973). Nevertheless, faculty senates were concerned about the effects of the bargaining agent and how it might change the senate’s role in university government (Glenn 1987). Specific concerns included the possibility that unions would abolish faculty senates, dictate institutional policy, and replace traditional peer review processes with systems of automatic tenure and promotion (Yellowitz 1987). Whether or not faculty unions would ultimately take control of faculty senates was not clear. However, speculation centered on the possibility that collective bargaining by faculty unions would become the dominant form of faculty governance in higher education (e.g., Garbarino 1980). Although the notion of a complete demise of faculty senates was not widely held, it was clear that unions did have the power to curtail faculty senate influence over economic issues and that unions had the potential to share jurisdiction with senates in a number of key areas such as personnel decision making (Baldrige and Kemerer 1976).

This initial period of experimentation was also evident in the language of the early contracts. For example, the Central Michigan University contract contained Special Conference Clauses (Duryea and Fisk 1973) that allowed the union and the administration to meet to work out matters that were not specifically addressed in the agreement. Today there are thousands of collective bargaining agreements that universities can use as models for their own negotiations, but at that time there were very few examples from which to learn. University faculties in the late 1960s and early 1970s were effectively making the road as they walked it. In many ways the road is much more clearly paved today, and the initial spike in union activities and the resulting financial benefits for union members ultimately led to a degree of equilibrium and stability. One mid-seventies study suggested that unionized faculty received moderately higher pay (roughly \$750 to \$900 more per year) than their nonunionized counterparts (Guthrie-Morse,

Leslie, and Teh-Wei 1981). However, the study also maintained that the discrepancy was declining and that adjusting for local cost of living differences would eliminate the advantage enjoyed by the unionized sector almost entirely (Guthrie-Morse, Leslie, and Teh-Wei 1981). A more recent study suggests that wage premiums at unionized colleges and universities are negligible and that faculty unions have little substantive impact on faculty compensation (Hedrick et al. 2011). Although this transition to stability and equilibrium coincided with related political and social changes, it may simply have been the result of market forces or perhaps it may have been caused by declining faculty loyalty to the cause. As time passed, the sense of collective efficacy may have eroded, being replaced by self-efficacy and personal instrumentality as the more important influences for individual faculty members (Van Sell et al. 2006).

A symbiotic relationship between unions and faculty senates, with both parties gaining substantial benefit, was one common prediction of the early 1970s. For example, Begin (Begin 1974) predicted that some combination of faculty participation through governance procedures established or protected in a collective bargaining agreement and faculty participation through a bargaining agent would most likely emerge in the long run. Neil Bucklew of Central Michigan University described the early contract experience resulting from what appears to be one of the nation's first four year campuses involved in faculty collective bargaining (union elected in 1969): "The presence of a collective bargaining model at Central Michigan University to date has not led to the demise of the traditional academic decision-making systems. The experience has illustrated that the two can co-exist. ... The evidence is not conclusive but would appear to draw into question the supposition by many that the advent of collective bargaining on the campus represents the end of traditional academic decision-making systems" (Duryea and Fisk 1973, 173).

A pivotal early study specifically addressed the issue of the impact of faculty unions on governance (Baldrige and Kemerer 1976; Kemerer and Baldrige 1975). The study was carried out by the Stanford Project on Academic Governance and was financed in part by the National Institute of Education. The first phase of the project surveyed 17,000 faculty and administrators, with a separate survey sent to university presidents. The second phase focused on the collective bargaining impact and included the original 230 campuses plus every unionized campus in the nation. This phase used two surveys—one to university presidents and the other to local union chairpersons. The final aspect of this research project was an intensive case study of seven institutions: Rutgers University, City University of New York, University of Hawaii, Central Michigan University, City Colleges of Chicago, Hofstra University, and State University of New York. Baldrige and Kemerer (1976; Kemerer and Baldrige 1975) summarized their findings in three critical areas:

1. Personnel Practices—Unions had made a strong impact on improving and clarifying these practices involving areas including personnel procedures, job security, and economic benefits. Both administrators and faculty union leaders agreed on this conclusion.
2. Academic Senates—Although many unionized campuses did not have strong senate traditions, there seemed to be a "dual track" pattern emerging wherein

unions focused on economics and working conditions, while senates focused more on academic matters. Areas of joint responsibility or “concurrent jurisdiction” included various aspects of personnel issues and decision making.

3. Governance Processes—There appeared to be a clear readjusting the “power blocks” of academia, moving away from primary control by a combination of senior faculty and administrators to a system in which junior and part-time faculty could make their voices heard via the collective bargaining process. Presidents, in particular, saw a loss of power for their office because of collective bargaining with a prime example being multi-campus systems where bargaining moved issues to a central office.

More recently, Maitland and Rhoades (2001) suggested that faculty continue to worry about the potential impact of faculty bargaining on governance issues: “The faculty role in decision-making is almost always an issue in collective bargaining elections. Faculty members support bargaining when they perceive erosion of their governance role, but they worry about the effect of unionization on existing governance practices” (p. 28).

A recent event that captured the public policy concern regarding this issue was the 2009 Wisconsin statute that extended collective bargaining to nearly 20,000 academic employees. In June of 2009, the Governor of Wisconsin (Jim Doyle) signed the 2009-2011 Biennial budget bill, which included a provision extending collective bargaining rights to more than 20,000 University of Wisconsin faculty, academic staff, and research assistants. The process for making this change involved the creation of a new subchapter in the statutes applying to the University. A special aspect of the new law was the delineation of what cannot be bargained. The traditional definition of wages, fringe benefits, and hours and conditions of employment was used, *but* the legislation went on to designate current provisions of the University statutes that cannot be negotiated. Each of these provisions included substantial detail about faculty rights under a variety of topics, including: faculty tenure rights and processes, academic staff shared governance rights, and academic staff rights of appointment. The 2009 Wisconsin law created a dual pattern of faculty issues and removed major areas of traditional governance from the arena of faculty collective bargaining. However, the 2009 legislation has been overshadowed by the controversial 2011 Wisconsin statute championed by the state’s new governor, Scott Walker. The 2011 law effectively reversed the developments of the 2009 law and severely restricts public sector bargaining in the state in general. Nevertheless, the 2009 statute continues to provide insight into public policy concerns about the relationship of collective bargaining and traditional faculty governance roles.

## **Faculty Governance: Definition and Overview**

Unionization may be a better fit for certain types of colleges and universities than for others. Many elite universities do not have unions because their tenured faculty members already have excellent job security, competitive salaries, a strong voice

in governance, and prestige (Jones 1986). The challenge for unionized faculty is to determine what is worth fighting for. Here, we attempt to define university governance and categorize the factors that may be contributory to unionization, and we will use those categories to examine gains and losses that faculty have received in their quest for more.

Governance may be defined as the extent to which faculty participate in decision-making processes involving academic policies, programs, and other key issues at higher education institutions (Schwartz 1980). The definition and standard practices of academic governance were originally established in the mid-60s by the American Association of University Professors (AAUP) in the *Statement on Government in College and Universities* (AAUP 2006b). This document outlines the faculty's role in governance in fine detail, noting that the faculty should have the primary oversight regarding areas such as curriculum, subject matter and instructional methods, research activities, and faculty status. Faculty senates generally have no formal institutional power and are often run by faculty members who view governance as more of a chore than a calling, who believe that they are merely "on leave" to attend to necessary administrative tasks, and who assume that they will at some point return to the ranks (Aronowitz 2006). Yet despite the lack of formal institutional power in many cases, in practice, faculty nonetheless maintain nearly exclusive control in a number of key areas such hiring, evaluating, and retaining colleagues (Tierney 2004). There is general agreement that experts in a given field must judge the quality of other experts in the field—an agreement that has traditionally been honored by both administrations and unions (Tierney 2004). Failure to honor these and similar power sharing arrangements in higher education is likely to result in an institutional uproar (e.g., votes of "no confidence," etc.).

One of the more essential elements of faculty governance is decision making, which is always not a simple task (Johnston 2003). Indeed, faculty senates are more prone towards deliberation than action, and decision making is often complicated and delayed by debate and discussion (Mortimer and Sathre 2007). While an ideal form of governance may be unattainable, it may be thought of as the optimization of efficiency and effectiveness. As Brown (1970) has noted, "a primary goal in establishing the relative roles of administration and faculty should be the creation of an effective system of faculty governance by procedures and divisions of authority which will promote the most constructive exercise of the powers and abilities of each party" (p. 275).

Although a complete and comprehensive list of areas of concern for faculty members may not be feasible, Jung and Liu (1982) assert that there are some key driving factors in collective bargaining in higher education, including faculty trust, faculty salary, faculty inclination toward collective bargaining, and the conditions of the general professional market. The desire for more and the motivation to change are often correlated with dissatisfaction, and although demographic and professional characteristics may not have a strong direct correlation to unionization, these characteristics can affect satisfaction, which does drive movement toward collective bargaining (Bornheimer 1985). Indeed, as Bigoness (1978) suggested: "Faculty members'

attitudes toward collective bargaining were found to be progressively more favorable, the greater their dissatisfaction pertaining to present work, pay, promotions, and supervision. Salary was the most negatively correlated variable with attitude toward unionism.... Older faculty members held less favorable attitudes toward unionism than their younger colleagues” (p. 232). Faculties are largely concerned with matters that affect their daily activities, and many faculty members simply will not be motivated to support unionization unless they believe that the union will address micro-level issues within their own departments (Devinatz 2001). In the following paragraphs we highlight three key areas of concern for faculty in the context of collective bargaining in higher education.

*Decision-making authority.* A primary concern for both senates and unions is decision-making authority, with faculty anxious about relinquishing too much authority (Maitland and Rhoades 2001). The challenge is reconciling collegiality and unionization (or cooperation and conflict) as “. . . complementary expressions of a legitimate desire for involvement in institutional decision making” (Schaefer 1987, 12). Initially, many were concerned that all decision making would have to be approved by and yielded to the bargaining agent. However, it became apparent quite early on that there was little evidence to support that concern (Begin 1974). In fact, for the most part, faculties have retained a significant amount of decision-making autonomy, although there is some recent evidence indicating that faculty members would like even more involvement in decision processes (Saltzman and Grenzke 1999).

*Locus of control.* Perceptions of locus of control can be a motivating factor for employees in many organizations. For instance, Wickens (2008) contends that a perceived loss of control and authority by employees relative to their job could lead to dissatisfaction and may contribute to unionization as a possible line of remediation. In particular, faculty members with an external locus of control, who see their fate and their outcomes as largely in the hands of others and well beyond their control, felt a greater need for collective bargaining than faculty members with an internal locus of control (Bigoness 1978).

*Academic freedom.* This is an issue that has been traditionally under the jurisdiction of the faculty senate that may be considered in collective bargaining agreements. “Many unions view the level of academic freedom on campus as a type of working condition that should be thoroughly addressed in the collective bargaining agreement” (Garfield 2008, 28). This is an area that relates closely to both locus of control and decision making, and it is not ground that is given lightly for many faculty members. There are arguments to support that unions do not affect academic freedom and arguments to support that they do (Wickens 2008). However, the faculty senate may be the last line of defense for academic freedom (Tierney 2004). Although academic freedom and tenure would likely not immediately disappear with the elimination of



the faculty senate, especially if replaced by strong union representation, the absence of a campus-wide forum for discussing issues and shaping policy would be likely to leave the institution vulnerable in certain areas of academic freedom (Tierney 2004). As with any generalization, there are likely to be exceptions. For example, the one major university that does not and never has had a faculty senate is Harvard—and yet academic freedom and tenure remain in force (Tierney 2004).

## **Academic Collective Bargaining Outcomes: Positive and Negative**

By the late 1970s, faculty unions were moving beyond traditional collective bargaining topics to address educational issues. For example, a 1979 survey showed that over half the presidents and faculty union chairpersons polled agreed with the statement, “Our union is gradually moving into educational issues, trying to influence curriculum and program decisions” (Kemerer and Baidridge 1981). Even with this encroachment or intersection of responsibilities, several benefits have resulted from faculty unionization. One benefit appears to be a general increase in salaries in unionized environments (Wiley 1993). Higher salaries were certainly a common outcome when unionization first began (Morgan and Kearney 1977), and despite some evidence to the contrary, this may still be true for a number of universities. Faculty unions also have shown potential for improving shared governance processes and relationships between faculty and administration. In the very least, the contract can provide faculty senates with formal power, and in many cases the bargaining process may have broadened the scope of the senate’s authority beyond traditional topics (Lee 1979). As one professor and union leader notes, “There is no doubt that collective bargaining has led to much more sharing of governance of the university than we had before. It took us eighteen hard months to bargain our first contract, but that time spent locked together in a room was very educational for both sides. Unlike the faculty senate model, where we were only advisory to the administrators, they had to stay there until we reached genuine agreement, so eventually we had to start listening to each other” (Lyne 2011, 4).

Faculty unions also seem to have led to higher levels of pay satisfaction. Even though actual salary levels seem to have stabilized and may now be comparable to salaries at non-union universities, the perception of salary equity appears to be better at union schools. For instance, one study found that the mere presence of a faculty union was positively related to pay satisfaction, after controlling for a number of pay satisfaction correlates (Gomez-Mejia and Balkin 1984), and inasmuch as pay satisfaction is a predictor of turnover rates (e.g., Gomez-Mejia and Balkin 1984), unionization may also be positively correlated to the likelihood of academic departments retaining key faculty members. Furthermore, unionization may increase the probability of faculty members being granted tenure. One study of 4,276 faculty members from seven Ohio universities found that unionization was positively related to the probability that an individual will



be tenured (Benedict and Wilder 1999). This may be a direct result of increased pay and/or job satisfaction along with the associated diminished turnover rate.

Unionization may also be beneficial to universities by increasing the organizations' effectiveness. Unionization may sometimes result from an effort to bring about change and improve a stagnant or struggling university. As Cameron (1982) has suggested, institutional ineffectiveness, particularly as regards academic and scholarly dimensions and the ability to obtain needed resources, may be a primary driving force for unionization in higher education. Polishook (1982) takes a similar position, arguing that "far from debasing the university, academic unions have improved our professional lives by affording professors an authentic voice in a period of unprecedented hardship" (p. 17).

Despite these positive outcomes, it seems that unionization may also create some negative outcomes. Unions may, for example, create tension between faculty and administration, which could change the nature of the relationship between faculty and administration from cooperation to conflict and strife. In the early days of academic collective bargaining, one college president claimed in a university memo that by electing bargaining agents, the faculty had freely chosen to adopt an "adversary posture" towards the university administration and board (Finkin 1971). One concern is that the resulting conflict may be so strong that faculty members may not be able to continue to serve in faculty governance roles once they choose to adopt union representation (Smallwood 2003). In at least one instance, when a faculty voted to unionize, the administration's immediate response was to abolish the school's faculty senate completely (Reynolds 1998). Finally, although unionization may generally been seen as having a positive effect (e.g., Marshall 1979), it appears that the positive effects may decline over time (Wiley 1993). As the union and administration work together and grow, the union's ability to affect faculty remuneration may decrease (Wiley 1993), resulting in little, if any, difference between salary levels at union and nonunion institutions in the long run (Marshall 1979).

## **Patterns of Co-Existence—Symbiosis or Non-Symbiosis**

In biology, when two different organisms share the same habitat, their relationship is often described as being either symbiotic or non-symbiotic. Symbiosis may be defined as a persistent mutualism wherein both parties derive a benefit from the relationship. Non-symbiosis, on the other hand, is characterized by the lack of mutual benefits and may result in one party benefitting to the exclusion of the other party (i.e., parasitism), the second party being harmed or at least not helped. The biological notion of symbiosis has been used increasingly to describe non-biological phenomena. For example, there is growing use of these terms to describe relationships in the information industry, where computer hackers and information security professionals may be described as having symbiotic relationships. This terminology may provide a useful analogical basis for examining the co-existence of academic collective bargaining and traditional faculty governance processes.

## Symbiosis

The relationship between faculty unions and faculty senates has the potential to be mutually beneficial. The challenge for the union is to develop a legislative system that encourages faculty involvement and protects faculty representation rights (Douglas 1995). Faculty unions generally strive to work in cooperation with traditional faculty governance systems. For instance, the AAUP's *Statement on Collective Bargaining* advances a goal to "... maintain and enhance within the institution structures of representative governance that provide full participation by the faculty in accordance with the established principles of the Association" (AAUP 2006a, 259). However, in their *Statement on Government of Colleges and Universities* the AAUP takes a step toward defining boundaries, describing the faculty territory as "... curriculum, subject matter and methods of instruction, research, faculty status, and those aspects of student life which relate to the educational process" (AAUP 2006b, 139).

From this, one may infer that two separate regions exist that require governance—the academic matters that the AAUP defines above, and also traditional labor issues such as wages, benefits, working conditions, etc. The implication is that unions expect to assume authority on the traditional labor issues, while the faculties retain power on academic matters. This perspective has led to a dual-track form of governance where unions negotiate economic matters and faculty senates retain traditional power over academic issues (Kemerer and Baldrige 1981). When these clear boundaries are in place, faculty are often comfortable in serving simultaneously as union and senate officials without experiencing any conflicts of interest (Rabban 1991). Despite the potential for overlapping membership, faculty unions and faculty senates do not always experience a symbiotic relationship and may sometimes find themselves at odds with one another. We explore this possibility in greater detail in the following section.

## Non-Symbiosis

In contrast to the situation described above, when the boundaries are not clear or when one party crosses into another's perceived territory, tensions may result. Typically, this type of situation might involve unions annexing some portion of the faculty senate's territory. Due to the contractual nature of the union's role, any voice or power that the senate would acquire regarding negotiations would need to be ceded by the union (Mortimer and McConnell 1978). As unions advance deeper into the traditional territory of the faculty senate, the role of faculty senates may be diminished, leading to a change in the basic way the professorate is represented (DeCew 2002).

Although the symbiotic, dual-track approach to governance described above may have its merits, it is not without limitations. For example, some administrators have suggested that a system of shared governance and collective bargaining may impede problem solving because faculty tend to become self-interested, uncommitted to the institution as a whole, and entirely too slow in reaching decisions (Benjamin 2009). The concern often raised by critics of faculty unions is that they will attempt to take

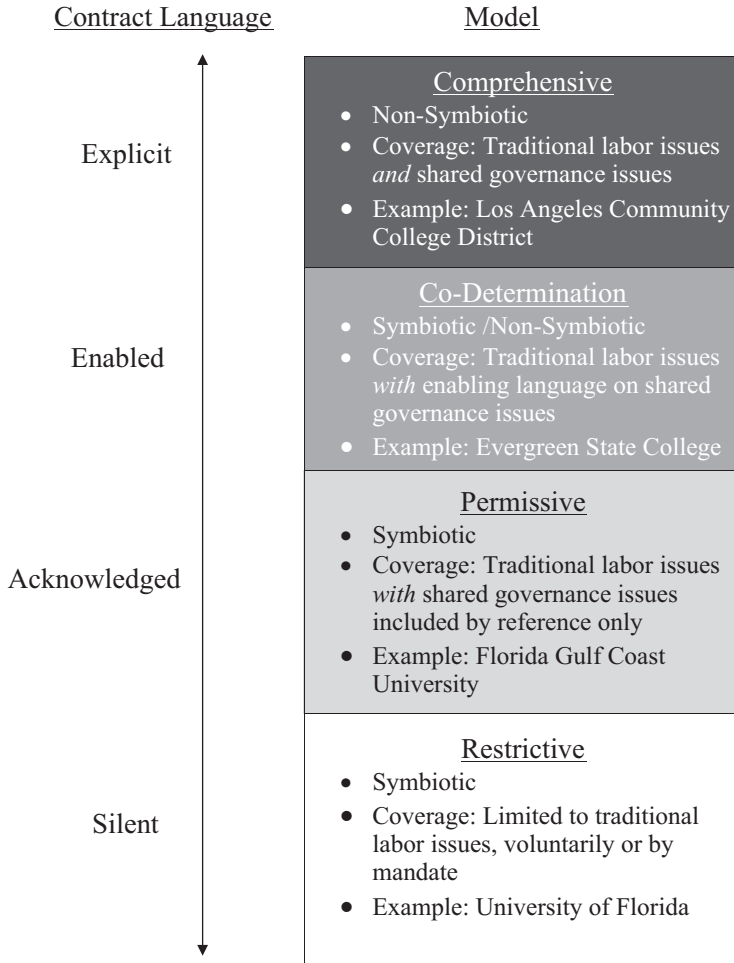
over the faculty senate territory completely and eliminate traditional faculty governance and peer review for tenure and promotion (Yellowitz 1987). Unions tend to assume that there is conflict between the faculty and the administration, making it difficult to reconcile collective bargaining and unionization with the collegial tradition of academe (Kemerer and Baldrige 1975).

## **Models of Academic Governance in U.S. Higher Education Collective Bargaining**

Our comprehensive review of the four decades of faculty unionization has allowed us to develop a set of models of unionization that has descriptive value but that may also serve in a prescriptive manner. On one hand, these models illustrate the various patterns that have evolved over the past 40 years in regard to the relationship of faculty unions and faculty senates and the impact that academic collective bargaining has had on shared governance traditions and processes. As the models described below illustrate, these patterns include the replacement of traditional governance processes with collective bargaining processes at one end of the continuum all the way to a pattern that permits a very restricted role for unions and preserves the traditional shared governance processes such as the faculty senate. On the other hand, however, these models are more than descriptive. They can serve as prescriptive options for faculty, faculty unions, faculty senates, university administrators and boards, and even state governors, legislators, and other policy makers who are fashioning or modifying enabling legislation. The models below provide a framework forged by four decades of practice. The model framework is summarized in Figure 1.

### *Comprehensive Model*

This model is characterized by a situation in which the parties enter into collective bargaining as the process for determining the full range of policies and formal practices between the faculty and the university (as their employer). The topics covered by the bargaining parties in this model include traditional labor-management contract issues *and* substantive coverage of shared governance issues. In this model the exclusive bargaining agent, the union, implements a non-symbiotic relationship with the faculty senate if such a structure was already in place. The matters covered include, but are not limited to: wages, promotion and tenure, teaching load, academic rank (job classification), peer evaluation committees and processes, academic governance advisory process, retirement policies, pension programs, health insurance, life and disability, insurances, sick leave, vacation and holidays, and academic freedom rights and responsibilities. The parties recognize that their relationship represents an “exclusive agent” arrangement and that the university may not enter into formal or binding arrangements with other groups or organizations representing faculty. In essence, the union fulfills the broad faculty representation role in lieu of other faculty organizations such as the faculty senate.



**Figure 1.** Four Models of Academic Governance in U.S. Higher Education Collective Bargaining.

This model is often found in colleges and universities with limited traditions of structured faculty involvement in academic governance. Community colleges are most likely to adopt this model. The reason for this was captured by Richard Boris, Director of the National Center for the Study of Collective Bargaining in Higher Education, in his 2004 article on this topic: “With the overwhelming majority of community colleges being public institutions, that is where academic unionism has made the strongest gains.... At many community colleges, the faculty’s pre-unionization role in hiring, promotion, and curricular matters resembled more closely that of secondary school teachers than that of university faculty” (pp. 41-42). Boris (2004) goes

on to quote a union leader on one such campus who stated, “Our contracts have been crucial in empowering us. Without a contract, we would have none of the prerogatives that are often taken for granted at four-year colleges and universities” (p. 44).

The agreement between the Los Angeles Community College District and the Los Angeles College Faculty Guild (AFL: AFL-CIO) provides a good example of a broad and comprehensive contract. It covers traditional topics of wages and hours but also establishes the role of faculty in shared governance concerns. Key topics in the contract include an academic freedom clause, the duties and selection process for department chairs, the evaluation process for gaining tenure, and the handling of intellectual property. Other institutions that have adopted this model include the Seattle Community College and the Southwestern Oregon Community College District.

### *Co-Determination Model*

In this model, the faculty union bargains with the university, while serving as official and legal co-determiners regarding shared governance on the campus. The parties negotiate over traditional collective bargaining topics *but also* create enabling language in the contract regarding the continuation of shared governance activities. The collective bargaining agreement contains provisions for traditional labor-management topics such as wages, benefits, pensions, and grievances, while also including “authorizing or enabling” language regarding shared governance topics. These shared governance clauses include, but are not limited to: promotion and tenure processes, faculty senate structure, and curriculum committee structures. The contract language is normally general in nature and often takes already established policies and practices and incorporates them by reference. The union reserves the right to negotiate over these topics as needed and takes the position that the employer cannot modify them unilaterally. Within this model, the relationship between the faculty union and faculty senate is generally symbiotic in general but can easily shift to a non-symbiotic nature. The fact remains that the arrangements for shared governance are a matter of contract negotiations between the faculty union and the university.

An example of this model is the contract at Evergreen State College. In this agreement the parties designate that the union will be responsible for “wages, hours, and working conditions.” It also acknowledges that the College has a “history of shared governance” and specifies that the Faculty Agenda Committee (their version of the faculty senate) will continue to participate in behalf of the faculty on curriculum matters; admissions, retention, and graduation of students; honorary degrees and student awards; and priorities for faculty hiring and search policies. Other institutions that follow this model include Central Michigan University and the University of Montana.

### *Permissive Model*

The parties negotiate over traditional collective bargaining topics, but any topic relating to shared governance is treated as a non-required or permissive topic. If the shared governance topics are included it is normally by reference only. The university reserves

the right to modify these policies outside the collective bargaining process according to traditional provisions and practices that ensure faculty involvement. If the shared governance topics are in the contract, those provisions are often excluded from the contract grievance and/or arbitration clauses. Under this model the faculty union and faculty senate co-exist in a symbiotic state. There remains an opportunity for a non-symbiotic nature to develop because the faculty union often seeks the inclusion of contract language regarding shared governance issues. The contractual impact is limited, however, because the topics are permissive, and even if they are included those clauses are not open to grievances and arbitration processes.

This model is implemented in a number of public university contracts in Florida. The approach uses a preamble clause in which both parties acknowledge the existence of a shared governance tradition and system on the campus but set this joint affirmation aside from the formal (and grievable) collective bargaining agreement itself. The Florida Gulf Coast University agreement is a good example of this approach. In the Preamble the parties recognize “the desirability of a collegial system.” They specifically identify the Faculty Senate and its role in curriculum, degree requirements, admission of students, grading policy, and academic program approval. The final paragraph of the Preamble states, “This preamble is a statement of intent and policy and is, therefore, not subject to the Grievance procedure.” The permissive model is also used at other institutions including the University of Alaska, Wright State University, Kent State University, Florida Atlantic University, and Oakland University.

### *Restrictive or Limited Model*

Within this model, the parties limit the subjects of bargaining and the content of the collective bargaining agreement to traditional labor-management topics. Faculty governance subjects are reserved for their faculty organizations (faculty senate, faculty assembly, etc.). This restricted or limited approach can be voluntary by the parties, or it may be mandated by law. Under this model the faculty union and faculty senate co-exist in a permanent state of symbiosis.

An area of academic staffing where you might predict a restrictive model would be adjuncts, lecturers, and teaching assistants. There are several such contracts where that is the case. The agreement between the University of Michigan and the University of Michigan Lecturers (AFT) contains no language on shared governance issues and is limited to salaries, benefits, and basic conditions of employment. That is also true of the New York University contract with the New York University Adjuncts (UAW). However, this model is not restricted to adjunct or lecturer bargaining units. The regular faculty contract between the University of Florida and the University Faculty of Florida adopts this model. The contract provisions are limited to traditional union issues, and the contract does not incorporate academic governance issues.

## **Conclusions and Suggestions for Future Research**

As outlined above, our framework of models of faculty unionization provides a structure for describing the past four decades of faculty unionization and how that

phenomenon has impacted the question of the relationship of academic collective bargaining and the traditional faculty involvement in shared governance on campus. Beyond providing a basic understanding of types of relationships that have evolved among faculty unions, faculty senates, and institutions of higher education, this set of models also has important practical implications. For instance, this set of models may be viewed as prescriptive. The various models may provide a template for relevant labor laws as well as general public policy positions. These models may also provide clarity to the position of the parties to academic collective bargaining by helping campuses to proactively decide how they would like to proceed and which model they would like to adopt. It is important to note, however, that we do not suggest that every academic collective bargaining agreement will fit neatly into one of the four models presented here. It is certainly possible that a given contract could have characteristics that fit within more than one of the models in our framework. Indeed, an institution might intentionally choose to combine aspects of two models.

Future research should examine the framework of models presented here in greater detail. Specifically, a comprehensive survey and qualitative analysis could be conducted examining the language of all available collective bargaining agreements in higher education. Although we examined a substantial number of contracts in developing our framework and have provided several exemplars for each model in our framework, a comprehensive examination of existing higher education collective bargaining agreements was beyond the scope of the current paper. Additionally, future researchers may wish to examine the relationships between the shared governance models presented in our frameworks and traditional shared governance mechanisms such as works councils and co-determination that have been common in Europe and elsewhere for decades. It is possible that the American higher education experience with shared governance may provide an avenue for the further expansion of global initiatives in co-determination. Finally, an examination of a number of legal aspects related to the models presented here may serve as another fruitful area for expanding our analysis. For example, scholars in the area of labor law may find it interesting to examine these models in the context of existing and possible future legislation ranging from state laws to National Labor Relations Board (NLRB) rules, regulations, and decisions.

In closing, our paper makes a significant contribution to the faculty governance and higher education collective bargaining literature by providing a comprehensive review of the faculty governance literature over the last four decades and presenting a framework of the possible relationships between faculty unions, faculty senates, and institutions of higher education. More specifically, our paper examined the overall impact, both positive and negative, that academic collective bargaining has had on shared governance processes in higher education along with an analysis of whether the relationship of unions and governance systems has been symbiotic or non-symbiotic. Based on our examination and analysis, we presented a framework of four models of academic collective bargaining that offered both a historical descriptive overview of shared governance in higher education along with prescriptions for academic collective bargaining in the future. In short, our paper takes an important first step toward answering some of the questions surrounding faculty governance that were posed in



the early days of unionization in higher education and provides a useful framework and agenda for future exploration of this critical issue.

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