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## FACULTY UNIONIZATION - EXPECTED AND UNEXPECTED REALITIES

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Many University and College faculties throughout the Northeast and nation have addressed, debated, accepted or rejected unionization. Within the past year numerous faculties or state universities that are represented by the Northeast Agricultural Economics Council have voted yea or nay on the issue of union representation.

The basic purpose of a union is to prevent exploitation of labor. Other functions have been stated as providing information about opportunities for its members, providing job mobility and also member education.

This paper will not emphasize exploitation of labor by attempting to equate the Marginal Revenue Product (MRP) of the college professor with the wage rate. (Some hypothesize that for college professors the MRP decreases as one moves from assistant to associate to professor. Some further hypothesize that the salary increases associated with promotion to the higher ranks when equated to the MRP of this particular labor is in reality a reverse exploitation. Obviously these hypotheses are too sensitive for a professor to attempt to prove or disprove.)

This paper will elaborate on direct monetary and fringe benefits related to collective bargaining and also illustrate unanticipated impacts of unionization within the university community. Experience at Rutgers, the State University of New Jersey, is the basis for this analysis.

The American Association of University Professors was designated bargaining agent for the entire Rutgers faculty, assistant instructor through Professor II, in February 1970. The first contract covered the period July 1, 1972 - June 30, 1975, and the second July 1, 1975 - June 30, 1977. The first agreement was entered into on May 15, 1973, and amended July 18, 1974. Graduate and teaching assistants were also covered by the contract effective July 1, 1974. The second contract was entered into on May 18, 1976. Consequently, there was no contract for approximately one year -- and a "status quo" situation existed relative to salary and all negotiable items. Approximately 55% of the faculty (2,500) are dues paying members of the AAUP but, as indicated, all faculty are represented.

From 1960 through 1971, prior to unionization, faculty salaries within the university increased at a rate of approximately 8% per year. Since 1972, salaries have increased at a rate of approximately 8% per year but the senior faculty has been favored relative to the junior faculty.

Studies in the late 1960's which projected demand and supplies of PhD's, and resultant salaries into the decade of the seventies were generally optimistic relative to number but pessimistic relative to remuneration as measured by rates of salary increase. Considering also, that two recessions have occurred since 1970, the salary experience has been better than projected though lagging in terms of real purchasing power. One cannot conclude that the faculty salary experience was or was not attributable to the union activity. There was some impact, though currently unmeasured.

It is easier to evaluate the impact on fringe benefits. Since the AAUP has represented the faculty, a faculty study plan (sabbatical program) has been instituted. The university pays the entire cost of medical insurance, improved life insurance and disability insurance coverage has been provided, a pharmaceutical prescription insurance program has been instituted and funded by the university, a merit award program was started, and an involved grievance procedure to protect faculty rights has been implemented. It is this latter benefit that has caused the university to react in unexpected ways.

The documentation required for any personnel action has increased dramatically as well as the requirements to protect a person's rights. Formal notification of the promotion process and request for information that the faculty will evaluate to recommend or not to recommend promotion must be given four months prior to the evaluation. If the faculty recommends promotion, then formal materials are prepared that flow from the department to the College Appointment and Promotions Committee, thence to the Dean, the New Brunswick-Wide Discipline Department, and to a Summit Review Committee and ultimately to the Board of Governors through the President. Letters of recommendation are solicited at the first stage of the promotion process. Not only are referees that the candidate recommended solicited but independent referees as well. A classroom evaluation of teaching is also conducted by peers and becomes part of the promotion packet. After the process has been completed the proceedings, exclusive of the letters of recommendation, are open to the candidate's scrutiny.

Not only does personnel action become an "open book" but the responsibilities of the faculty member are negotiated when he or she accepts the initial position. The Department Chairman discusses these responsibilities with the new member by explaining promotion requirements



and the importance to be placed on the respective categories of teaching effectiveness, scholarly and creative activity, research accomplishments, professional activity and general usefulness. Each is given a rating of 1 to 5; 1 being of little significance, 5 being of major significance. The professor, department chairman, Dean and New Brunswick Discipline Chairman, sign the agreed upon rating form. Has the faculty member given up academic freedom? How inflexible the faculty may become with this kind of agreement is open to question. The grievance procedure instituted by the faculty union has given extraordinary protection to the faculty member, but the administrative costs, necessary documentation, review procedure, and formalizing of responsibilities may be creating something less than an institution of scholar educators. Will a contractor - contractee relationship become more evident and faculty consider themselves employees only? Will the faculty lose its identity as the agent within the university responsible for academic standards, curriculum, granting of degrees, etc.? Will innovation, the excitement of the search for and imparting of knowledge lose its luster as contracts guarantee recognition for negotiated performance?

Flexibility in the performance of Graduate Assistants is also hindered. Contracts are for a years duration, renewable each year. If a graduate assistant completes the program in eighteen months and is terminated he or she may "grieve" for breach of contract. Commitments of funds and programs may become less responsive to short run needs as operating monies become tied to contracts.

One final relationship between the union and university impacts on the entire system and that has to do with the locus of collective bargaining. The State of New Jersey allocates 60% of the budget to run the university. However, the contract negotiated by the union is between the union and the university. Yet it is budgetary decisions of the State which in reality determine the bottom line salary, fringe benefits and size of faculty. The locus of collective bargaining is presently between the university and the AAUP. An intriguing union would join these adversaries for concerted negotiation with the State where the locus of economic power lies.

In summary, gains from union activity can be measured, especially with regard to fringe benefits. Unanticipated reaction of the university to an elaborate grievance procedure could institutionalize mediocrity into the educational system, a result which can be determined only in the future.

Finally, the impact of faculty union could be much stronger if the locus of economic power were isolated and the union and university administration collectively negotiated with that third power, in most cases the State or an agency of the State.