

SCOMM

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4-14-16

9

COMMITTEE REPORT

3/29/76

HOUSE

JUDICIARY

Mr. Speaker:

Date 4-6-76

The Committee on SELECT COMMITTEE ON EDUCATION has had HB 835

under consideration. A Majority of the members of the Committee

( ) recommends it DO PASS

( ) recommends it DO NOT PASS

( ) recommends it DO PASS WITH ATTACHED AMENDMENT(S)

() recommends it BE REPLACED WITH CS FOR HB 835 AND THAT

CS FOR HB 835 DO PASS

( ) "and" recommends it BE REFERRED TO THE \_\_\_\_\_

COMMITTEE

( ) reports it back WITHOUT RECOMMENDATION

( ) "other"

Members signing the Majority report:

[Handwritten signatures]  
\_\_\_\_\_ Do Pass  
\_\_\_\_\_ Do Pass  
\_\_\_\_\_ " "  
\_\_\_\_\_ Do Pass

Members NOT concurring in the Majority report:

\_\_\_\_\_ recommends:

\_\_\_\_\_ recommends:

\_\_\_\_\_ recommends:

\_\_\_\_\_ recommends:

\_\_\_\_\_ recommends:

[Handwritten signature] Chairman

## HOUSE BILL NO.

IN THE LEGISLATURE OF THE STATE OF ALASKA

NINTH LEGISLATURE - SECOND SESSION

## A BILL

For an Act entitled: "An Act relating to the Public Employment Relations Act."

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

\* Section 1. AS 23.40.200(c) is amended to read:

(c) The class in (a)(2) of this section is composed of public utility, snow removal, sanitation and public school and other educational institution employees. Employees in this class may engage in a strike after mediation, subject to the voting requirement of (d) of this section, for a limited time. The limit is determined by the interests of the health, safety or welfare of the public. The public employer or the labor relations agency may apply to the superior court in the judicial district in which the strike is occurring for an order enjoining the strike. The postsecondary education student committee established under sec. 245 of this chapter may apply for an order enjoining a strike by the faculty of a public institution of postsecondary education. A strike may not be enjoined unless it can be shown that it has begun to threaten the health, safety or welfare of the public. A court, in deciding whether or not to enjoin the strike, shall consider the total equities in the particular class. "Total equities" includes not only the impact of a strike on the public but also the extent to which employee organizations and public employers have met their statutory obligations. If an impasse or deadlock still exists after the issuance of an injunction, the parties shall submit to arbitration to be carried out under AS 09.43.030.

1 \* Sec. 2. AS 23.40 is amended by adding a new section to read:

2 Sec. 23.40.245. POSTSECONDARY STUDENT INVOLVEMENT IN COLLECTIVE  
3 BARGAINING. (a) When a bargaining unit includes members of the faculty  
4 of a public institution of postsecondary education, the employer or his  
5 designated representative and the representative of the bargaining unit  
6 shall permit the members of a postsecondary education student committee,  
7 selected under (c) of this section, to

8 (1) attend and observe all meetings between the employer or  
9 his designated representative and the representative of the bargaining  
10 unit who are concerned with collective bargaining;

11 (2) comment in good faith during the meetings upon the  
12 matters under consideration; and

13 (3) have access to all written documents pertaining to col-  
14 lective bargaining exchanged by the employer or his designated represen-  
15 tative and the representative of the bargaining unit, including copies  
16 of any prepared written transcripts of the meetings.

17 (b) Members of the postsecondary education student committee may  
18 not disclose any information concerning the substance of any collective  
19 bargaining obtained by the members in the course of their activities  
20 under (a) of this section, unless that information is released by either  
21 the employer, his representative, or the representative of the bargain-  
22 ing unit.

23 (c) For the purposes of this section, the Board of Regents of the  
24 University of Alaska shall divide the state into three regions. The  
25 three members of the postsecondary education student committee shall be  
26 selected by a student executive officers council created in each of the  
27 three regions. The student executive council for a region shall consist  
28 of the executive officer of each elected student government organization  
29 recognized by the Board of Regents of the University of Alaska within

that region. The student executive officers council of each region shall choose one member to represent it on the postsecondary education student committee. If a regional student-executive officer's council does not exist for each of the three regions, those regions which do have such a council shall choose a representative for the region or regions without such a council.

(d) The members of the postsecondary education student committee need not be students.

\* Sec. 3. This Act takes effect immediately in accordance with AS 01.10.-070(c).

Introduced: 3/29/76  
Referred: Select Committee on  
Education and Judiciary

1 IN THE HOUSE

BY THE SELECT COMMITTEE  
ON EDUCATION

2 HOUSE BILL NO. 885

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 NINTH LEGISLATURE - SECOND SESSION

5 A BILL

6 For an Act entitled: "An Act relating to the Public Employment Relations  
7 Act; and providing for an effective date."

8 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

9 \* Section 1. AS 23.40.200(c) is amended to read:

10 (c) The class in (a)(2) of this section is composed of public  
11 utility, snow removal, sanitation ~~and public school~~ <sup>selects</sup> and other educational  
12 institution employees. Employees in this class may engage in a strike  
13 after mediation, subject to the voting requirement of (d) of this sec-  
14 tion, for a limited time. The limit is determined by the interests of  
15 the health, safety or welfare of the public. The public employer or the  
16 labor relations agency may apply to the superior court in the judicial  
17 district in which the strike is occurring for an order enjoining the  
18 strike. ~~The postsecondary education student committee established under~~  
19 ~~sec. 245 of this chapter may apply for an order enjoining a strike by~~ <sup>delete</sup>  
20 ~~the faculty of a public institution of postsecondary education.~~ <sup>A</sup>  
21 A  
22 strike may not be enjoined unless it can be shown that it has begun to  
23 threaten the health, safety or welfare of the public. A court, in  
24 deciding whether or not to enjoin the strike, shall consider the total  
25 equities in the particular class. "Total equities" includes not only  
26 the impact of a strike on the public but also the extent to which em-  
27 ployee organizations and public employers have met their statutory  
28 obligations. If an impasse or deadlock still exists after the issuance  
29 of an injunction, the parties shall submit to arbitration to be carried  
out under AS 09.43.030.

1 \* Sec. 2. AS 23.40 is amended by adding a new section to read:

2       Sec. 23.40.245. POSTSECONDARY STUDENT INVOLVEMENT IN COLLECTIVE  
3 BARGAINING. (a) When a bargaining unit includes members of the faculty  
4 of a public institution of postsecondary education, the employer or his  
5 designated representative and the representative of the bargaining unit  
6 shall permit the members of a postsecondary education student committee,  
7 selected under (c) of this section, to

8               (1) attend and observe all meetings between the employer or  
9 his designated representative and the representative of the bargaining  
10 unit who are concerned with collective bargaining;

11               (2) comment in good faith during the meetings upon the  
12 matters under consideration; and

13               (3) have access to all written documents pertaining to col-  
14 lective bargaining exchanged by the employer or his designated represen-  
15 tative and the representative of the bargaining unit, including copies  
16 of any prepared written transcripts of the meetings.

17       (b) Members of the postsecondary education student committee may  
18 not disclose any information concerning the substance of any collective  
19 bargaining obtained by the members in the course of their activities  
20 under (a) of this section, unless that information is released by either  
21 the employer, his representative, or the representative of the bargain-  
22 ing unit.

23       (c) For the purposes of this section, the Board of Regents of the  
24 University of Alaska shall divide the state into three regions. The  
25 three members of the postsecondary education student committee shall be  
26 selected by a student executive officers council created in each of the  
27 three regions. The student executive council for a region shall consist  
28 of the executive officer of each elected student government organization  
29 recognized by the Board of Regents of the University of Alaska within

1 that region. The student executive officers council of each region  
2 shall choose one member to represent it on the postsecondary education  
3 student committee. If a regional student executive officer's council  
4 does not exist for each of the three regions, those regions which do  
5 have such a council shall choose a representative for the region or  
6 regions without such a council.

7 ~~(d) The members of the postsecondary education student committee~~  
8 ~~need not be students.~~ *delete*

9 \* Sec. 3. This Act takes effect immediately in accordance with AS 01.10.-  
10 070(c).

## CHAPTER 679

## AN ACT

[HB 3043]

Relating to collective bargaining for public employes.

Be It Enacted by the People of the State of Oregon:

SECTION 1. Section 2 of this Act is added to and made a part of ORS 243.650 to 243.782.

SECTION 2. (1) When an appropriate bargaining unit includes members of the faculty of an institution of higher education, the duly organized and recognized entity of student government at that institution may designate three representatives to meet and confer with the public employer of those members of the faculty and the exclusive representative of that appropriate bargaining unit prior to collective bargaining.

(2) During the course of collective bargaining between the public employer and the exclusive representative described in subsection (1) of this section, the representatives of student government designated under subsection (1) of this section shall:

(a) Be allowed to attend and observe all meetings between the public employer and the exclusive representative at which collective bargaining occurs;

(b) Have access to all written documents pertaining to the collective bargaining negotiations exchanged by the public employer and the exclusive representative, including copies of any prepared written transcripts of the bargaining sessions;

(c) Be allowed to comment in good faith during the bargaining sessions upon matters under consideration; and

(d) Be allowed to meet and confer with the exclusive representative and the public employer regarding the terms of an agreement between them prior to the execution of a written contract incorporating that agreement.

(3) Rules regarding confidentiality and release of information shall apply to student representatives in the same manner as employer and employe bargaining unit representatives.

(4) As used in this section:

(a) "Institution of higher education" means an institution under the control of the State Board of Higher Education.

(b) "Meet and confer" means the performance of the mutual obligation of the representatives of student government designated under subsection (1) of this section, the exclusive representative and the public employer, or any two of them, to meet at the request of one of them at reasonable times at a place convenient to all to conduct in good faith an interchange of views concerning the duties of each under this 1975 Act, employment relations of the faculty, the negotiation of an agreement and the execution of a written agreement.

Approved by the Governor July 7, 1975.

Filed in the office of Secretary of State July 8, 1975.

the power to negotiate and contract for group insurance and health service corporation plans if such component group does not approve the policy negotiated by the department.

History: En. Sec. 5, Ch. 438, L. 1973.

59-1506. Rules. The department is empowered to promulgate such rules as are required to carry out the purposes of this act.

History: En. Sec. 6, Ch. 438, L. 1973.

59-1507. Costs of administration and negotiation. The department's cost of negotiating and administering group insurance policies pursuant to this act are to be included as part of the premium paid and returned to the department by each insurer from the premiums it receives. All department costs of negotiating and administering group insurance policies are subject to the approval of the advisory council.

History: En. Sec. 7, Ch. 438, L. 1973.

CHAPTER 16—COLLECTIVE BARGAINING FOR PUBLIC EMPLOYEES

Section

- 59-1601. Policy.
- 59-1602. Definitions.
- 59-1603. Employees' right to join or form labor organization and engage in collective bargaining activities.
- 59-1604. Duty to bargain collectively—good faith.
- 59-1605. Unfair labor practices of employer or labor organization.
- 59-1606. Petition on representation matters—hearing—notice—election.
- 59-1607. Remedies for unfair labor practice—hearing—procedure.
- 59-1608. Petition for enforcement of board order—jurisdiction of district court—procedure—finding by board—review.
- 59-1609. Representative of public employer.
- 59-1610. Execution of agreement—arbitration procedure—effect of agreement.
- 59-1611. Counsel for public parties to litigation.
- 59-1612. Dues deducted from employee's pay.
- 59-1613. Subpoena powers of board—oaths—refusal to obey—rules.
- 59-1614. Mediation of disputes—final finding proceedings—arbitration.
- 59-1615. Existing collective bargaining agreements not affected.
- 59-1616. Administrative Procedure Act applied.
- 59-1617. Negotiable items for school districts.

59-1601. Policy. In order to promote public business by removing certain recognized sources of strife and unrest, it is the policy of the state of Montana to encourage the practice and procedure of collective bargaining to arrive at friendly adjustment of all disputes between public employers and their employees.

History: En. Sec. 1, Ch. 441, L. 1973.

Title of Act

An act granting public employers and public employees the right to bargain collectively; providing that the board of personnel appeals may designate labor

organizations to be exclusive representative of employees in certain units; and may also call elections by employees for the same purpose; providing the board of personnel appeals shall establish remedies for unfair labor practices; and providing procedures for carrying out the act.

59-1602. Definitions. When used in this act: (1) "public employer" means the state of Montana or any political subdivision thereof, including but not limited to, any town, city, county, district, school board, board of

regents, public and quasi-public corporate authority established by law, and any representative by the public employer to act in its interest with employees, when the board of regents is acting under this section, the student government at the institution may designate an agent or representative to act with the board of regents and the faculty in negotiations with the professional educational institutions and participate in caucuses, bargaining team, and to meet and confer regarding the terms of agreement prior to the execution of a contract between the regents and the professional educational institutions. A student observer is obliged to maintain the confidentiality of such negotiations.

(2) "public employee" means a person in any capacity, except elected officials, judges, governor, supervisory employees and members of subsection[s] (3) and (4) below) or member of a labor union who serve the state intermittently, administrators, and registered professional nurses, health care facilities, professional engineers, and includes any individual whose work is performed in connection with any unfair labor practice.

(3) "supervisory employee" means an employee in the interest of the employer to hire, promote, discharge, assign, reward, discipline, or exercise responsibility to direct them, to adjust their work, or to recommend such action, if in connection with the exercise of such authority is not of a merely routine or clerical nature and requires the use of independent judgment;

(4) "management officials" means employees having authority to act for the agency in the implementation of agency policy;

(5) "labor organization" means any kind of organization in which employees participate for the purpose of dealing with employers concerning wages, rates of pay, hours of employment, and conditions of employment;

(6) "exclusive representative" means an employee who has been designated by the board as the representative of employees in an appropriate unit or has been designated as the representative of employees by the board;

(7) "board" means the board of personnel appeals, section 82A-1014;

(8) "person" includes one or more individuals, public employees, associations, corporations, partnerships, trustees in bankruptcy, or receivers;

agents, public and quasi-public corporation, housing authority or other authority established by law, and any representative or agent designated by the public employer to act in its interest in dealing with public employees, when the board of regents is the public employer defined in this section, the student government at an institution of higher education may designate an agent or representative to meet and confer with the board of regents and the faculty bargaining agent prior to negotiations with the professional educational employees, to observe those negotiations and participate in caucuses as part of the public employer's bargaining team, and to meet and confer with the board of regents regarding the terms of agreement prior to the execution of a written contract between the regents and the professional educational employees. The student observer is obliged to maintain the confidentiality of these negotiations.

(2) "public employee" means a person employed by a public employer in any capacity, except elected officials, persons directly appointed by the governor, supervisory employees and management officials (as defined in subsection[s] (3) and (4) below) or members or any state board or commission who serve the state intermittently, school district clerks and school administrators, and registered professional nurses performing service for health care facilities, professional engineers and engineers in training, and includes any individual whose work has ceased as a consequence of, or in connection with any unfair labor practice or concerted employee action;

(3) "supervisory employee" means any individual having authority, in the interest of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, discipline other employees, having responsibility to direct them, to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment;

(4) "management officials" means representatives of management having authority to act for the agency on any matters relating to the implementation of agency policy;

(5) "labor organization" means any organization or association of any kind in which employees participate and which exists for the primary purpose of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, fringe benefits, or other conditions of employment;

(6) "exclusive representative" means the labor organization which has been designated by the board as the exclusive representative of employees in an appropriate unit or has been so recognized by the public employer;

(7) "board" means the board of personnel appeals provided for in section 82A-1014;

(8) "person" includes one or more individuals, labor organizations, public employees, associations, corporations, legal representatives, trustees, trustees in bankruptcy, or receivers;

*file*

*Students in collective bargaining*

OREGON LEGISLATIVE ASSEMBLY—1975 REGULAR SESSION

Enrolled  
**House Bill 3043**

Sponsored by Representative KULONGOSKI

CHAPTER.....

AN ACT

Relating to collective bargaining for public employes.

Be It Enacted by the People of the State of Oregon:

SECTION 1. Section 2 of this Act is added to and made a part of ORS 243.650 to 243.782.

SECTION 2. (1) When an appropriate bargaining unit includes members of the faculty of an institution of higher education, the duly organized and recognized entity of student government at that institution may designate three representatives to meet and confer with the public employer of those members of the faculty and the exclusive representative of that appropriate bargaining unit prior to collective bargaining.

(2) During the course of collective bargaining between the public employer and the exclusive representative described in subsection (1) of this section, the representatives of student government designated under subsection (1) of this section shall:

(a) Be allowed to attend and observe all meetings between the public employer and the exclusive representative at which collective bargaining occurs;

(b) Have access to all written documents pertaining to the collective bargaining negotiations exchanged by the public employer and the exclusive representative, including copies of any prepared written transcripts of the bargaining sessions;

(c) Be allowed to comment in good faith during the bargaining sessions upon matters under consideration; and

(d) Be allowed to meet and confer with the exclusive representative and the public employer regarding the terms of an agreement between them prior to the execution of a written contract incorporating that agreement.

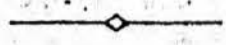
(3) Rules regarding confidentiality and release of information shall apply to student representatives in the same manner as employer and employe bargaining unit representatives.

(4) As used in this section:

(a) "Institution of higher education" means an institution under the control of the State Board of Higher Education.

(b) "Meet and confer" means the performance of the mutual obligation of the representatives of student government designated under subsection (1) of this section, the exclusive representative and the public employer, or any two of them, to meet at the request of one of them at reasonable times at a place convenient to all to conduct in good faith an interchange of views concerning the duties of each under this 1975 Act, employment relations of the faculty, the negotiation of an agreement and the execution of a written agreement.

*students who are also teaching?  
HB 515?*



A BILL FOR AN ACT

2 Relating to collective bargaining for public employes.

3 Be It Enacted by the People of the State of Oregon:

4 SECTION 1. Section 2 of this Act is added to and made a part of  
5 ORS 243.650 to 243.782.

6 SECTION 2. (1) When the appropriate bargaining unit ~~is~~ an institu-  
7 tion of higher education, the duly organized and recognized entity of  
8 student government at that institution may designate three representatives  
9 to meet and confer with the public employer and the exclusive representa-  
10 tive prior to collective bargaining.

11 (2) During the course of collective bargaining, the representatives of  
12 student government designated under subsection (1) of this section shall:

13 (a) Be allowed to attend and observe all meetings between the public  
14 employer and the exclusive representative at which collective bargaining  
15 occurs;

16 (b) Have access to all written documents pertaining to the collective  
17 bargaining negotiations exchanged by the public employer and the exclu-  
18 sive representative, including copies of any prepared written transcripts  
19 of the bargaining sessions;

20 (c) Be allowed to comment in good faith during the bargaining sessions  
21 upon matters under consideration; and

22 (d) Be allowed to meet and confer with the exclusive representative  
23 and the public employer regarding the terms of an agreement between  
24 them prior to the execution of a written contract incorporating that  
25 agreement.

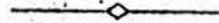
26 (3) Rules regarding confidentiality and release of information shall  
27 apply to student representatives in the same manner as employer and  
28 employe bargaining unit representatives.

29 (4) As used in this section:

30 (a) "Institution of higher education" means an institution under the  
31 control of the State Board of Higher Education.

32 (b) "Meet and confer" means the performance of the mutual obligation

1 of the representatives of student government designated under subsection  
2 (1) of this section, the exclusive representative and the public employer,  
3 or any two of them, to meet at the request of one of them at reasonable  
4 times at a place convenient to all to conduct in good faith an interchange  
5 of views concerning the duties of each under this 1975 Act, employment  
6 relations, the negotiation of an agreement and the execution of a written  
7 agreement.



**HOUSE AMENDMENTS TO PRINTED  
A-ENGROSSED HOUSE BILL 3043**

By COMMITTEE ON LABOR/BUSINESS AFFAIRS

June 5

(No change in Measure Summary)

- 1 On page 2 of the printed A-engrossed bill, line 6, delete "the" and
- 2 insert "an" and in the same line delete "is" and insert "includes members
- 3 of the faculty of".
- 4 In line 9, after "employer" insert "of those members of the faculty".
- 5 In line 10, after "tive" insert "of that appropriate bargaining unit".
- 6 In line 11, after "bargaining" insert "between the public employer
- 7 and the exclusive representative described in subsection (1) of this
- 8 section".
- 9 On page 3, line 6, after "relations" insert "of the faculty".

—◆—

PLEASE NOTE: THE FOLLOWING PAGES WERE TREATED  
AS A UNIT IN THE ORIGINAL DOCUMENT.

2 Mar. 1976

The Hon. Charles Parr  
Chairman  
House Select Committee on  
Education

Dear Mr. Parr:

Enclosed please find copies of information collected by the Associated Students of the University of Alaska pertinent to student involvement in the collective bargaining process between the University of Alaska administration and faculty bargaining units.

We respectfully request permission to meet with your committee for the express purpose of discussing this matter, and are willing to provide input and perspective on other items should you so desire.


Please review the enclosed information. We have provided additional substantiating data, which is on file in your office.

Respectfully,




David R. Slemmons  
President,  
Associated Students of the  
University of Alaska

Ric Davidge  
Chairman  
ASUA Legislative Affairs  
Committee



Allen D. Blume  
Member  
ASUA Legislative Affairs

James G. Larsen  
Member  
ASUA Legislative Affairs



DRAFT



UNIVERSITY OF ALASKA  
FAIRBANKS, ALASKA 99701

February 19, 1976

Office of the Governor  
State of Alaska  
Pouch A  
Juneau, AK 99801

Attn: Sue Green

The ASUA respectfully requests your most capable and trusted assistance in obtaining the introduction of legislation amending Alaska's Collective Bargaining Laws in support of the following:

1. That the right be granted in law to post-secondary educational students of Alaska to sit as bona-fide and legitimate third-party observers in all collective bargaining negotiations between faculties and administration of the University of Alaska system, consistent with the Fair Labor Practices provisions of the National Labor Relations Act.
  - a. Three students or their representatives from the three major four-year campuses.
  - b. The three students shall be selected by the recognized, elected, student governments on the three major four-year campuses in Alaska (one student per major campus.)
  - c. If a campus does not have a recognized, elected student government, that the position be filled by compromise between the other student governments.
2. That the right be granted in law to post-secondary educational students of Alaska to have two students to sit as bona-fide and legitimate third-party observers on the mediation board.
3. That the right be granted in law to post-secondary educational students of Alaska to enjoin or restrain by court action, a strike by employees of the University of Alaska.
4. That the right be granted in law to post-secondary educational students of Alaska serving as bona-fide third-party observers in collective bargaining negotiations have access to all materials pertinent to any negotiations.

Cent

DRAFT

UNIVERSITY OF ALASKA

Page 2, Sue Green

The role of students as observers in collective bargaining:

1. To protect the rights of students, as many times items bargained between faculty and administrations have direct and <sup>potentially</sup> adverse effects on students.
2. Neither faculty nor administration possess the unique perspective of students as the only justification for the continued existence of the other two parties.
3. Students have not been sufficiently convinced that faculty or administrators are genuinely aware or concerned with the protection of student rights.

Sincerely,



Ric Davidge,  
Legislative Affairs  
ASUA Senate

cc: House Education Committee  
Chairman, Rep. Charles Parr

Senate HESS Committee  
Chairman, Sen. Frank Ferguson

Senate Rules Committee  
Chairman, Sen. John L. Rader

House Rules Committee  
Chairman, Rep. William K. Parker



UNIVERSITY OF ALASKA  
FAIRBANKS, ALASKA 99701

February 17, 1976

TO: Governor Hammond  
Alaska State Senate  
Alaska House of Representatives  
University of Alaska Assembly

Gentlemen:

At their meeting on February 16, 1976, the Associated Students of the University of Alaska Senate passed a resolution requesting to sit as third-party observers in collective bargaining between faculty and administration of the University of Alaska. A copy of the resolution is enclosed for your information.

Respectfully,

David R. Slemmons  
President, ASUA

Steven A. Estes  
Pro-Tem, ASUA Senate

Ric Davidge  
Chairman, Legislative Affairs Committee



UNIVERSITY OF ALASKA  
FAIRBANKS, ALASKA 99701

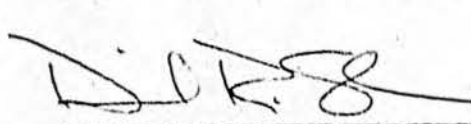
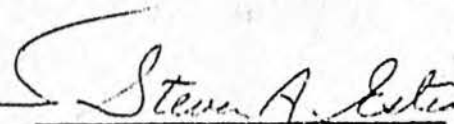
Directed to:

Governor Hammond  
Alaska State Senate  
Alaska State House of Representatives  
University of Alaska Assembly

Be it resolved, that the Associated Students of the University of Alaska hereby respectfully requests the right of post-secondary educational students to sit as bona-fide and legitimate third-party observers in all collective bargaining negotiations between the faculties and administration of the University of Alaska system, consistent with the Fair Labor Practices provisions of the National Labor Relations Act.

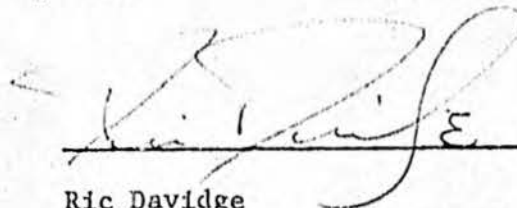
(\*We respectfully request that a resolution supporting this issue be introduced in the Alaska State Legislature.)

Passed by the ASUA Senate 02-16-76

David R. Slemmons  
President, ASUA

Steven A. Estes  
Pro-Tem, ASUA Senate



Ric Davidge  
Chairman, Legislative Affairs Committee

UNIVERSITY OF ALASKA  
NOTICE REGARDING REFUND POLICY  
IN CASE OF CANCELLATION OF CLASSES

IN CASE THE OPERATIONS OF THE UNIVERSITY OF ALASKA ARE ADVERSELY AFFECTED BY WAR, RIOT, ACT OF GOD, ACTION OF CIVIL AUTHORITY, STRIKE, OR OTHER EMERGENCY OR CONDITION, THE UNIVERSITY RESERVES THE RIGHT TO TAKE ACTION TO CURTAIL PART OR ALL OF ITS OPERATIONS, INCLUDING ACTION TO CANCEL CLASSES AND ACTION TO DISCONTINUE SERVICES. IN ANY CASE IN WHICH A SIGNIFICANT CURTAILMENT IS JUDGED PROPER BY THE UNIVERSITY, THE UNIVERSITY'S LIABILITY SHALL BE LIMITED TO (AT MOST) A REFUND OF TUITION AND FEES PAID.

JANUARY 9, 1976

RIC

"The developments of the next several years under faculty collective bargaining should indicate whether collective bargaining will alter the traditional role of the faculty or whether the faculty will alter the traditional concept of collective bargaining."

--Bernard Mintz, City University of N. Y.

#### THE LOBBYING EFFORT BEHIND HB 3043

Prior to February 15, 1975, there was no statewide student lobby in Oregon, and it became readily apparent that if we were to succeed in our collective bargaining amendments, we needed such an organization. Without a State Student Lobby, it is difficult to demonstrate widespread student interest and support.

Therefore, our first task was to establish what is now the Associated Oregon Student Lobby, through which we channeled 90% of our efforts.

The second problem we faced was the content of our legislation. The natural tendency was to go for signatory status. Obvious political realities dictated a different course, however, which resulted in third-party, independent status for students as the bill. We could have proposed legislation similar to the Montana Bill, but we wanted to avert being statutorily aligned with either management or labor. The student team has more opportunities for influencing provisions in the contract if given independent status, than if aligned with management as the Montana Bill provided. And if the student team is independent, this recognizes the student as a legitimate new third part to the negotiations.

Since the passage of HB 3043, the ASUO has been researching and acting in the areas of public awareness, future legislation, status of students in regard to the Employment Relations Board and bargaining strategies.

We are formulating model clauses designed to protect student interests. Also we are looking at contracts in force and examining what matters of concern to students are generally included.

There are weaknesses in 3043 which we are planning to try to get corrected. This effort is being made with assistance from various state legislators.

The ASUO conducted a three-day symposium in October. We had six nationally prominent guests as well as local participants discuss topics such as The Value of Scope Limitation, The Students' Role in Collective Bargaining, and eight others. A book- which will read as a series of articles, will be forthcoming. The entire symposium (twenty-five hours of discussion) was recorded and the book is being compiled from these tapes. It should be available early in spring of 1976.

Each state and each institution has different needs and problems with which the students must interact. In Oregon, we have achieved what we feel is the first step in securing our rightful place in what could be a tumultuous change. There is no set of recommendations that will apply to every student organization. If the ASUO or AOSL can be of any assistance in helping to formulate legislative programs for students in collective bargaining, we will be glad to do so. Just contact us.

ASUO - 503-686-3724

AOSL - 503-378-4966

# HOSL

# OREGON STUDENT LOBBY

502 WINTER STREET N.E. • SALEM, OREGON 97310

PHONE (503) 378-4966

N. EDUC. & SCH. FIN. COM.

OREGON STATE ARCHIVES

"Exhibit 161"

WHITTENBURG, COORDINATOR

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## POSITION STATEMENT

### ON COLLECTIVE BARGAINING

Testimony Before

House Education/School Finance Committee

May 7, 1975

Dr. Howard Cherry, Chairman

The central question regarding our proposed legislation to give students a voice in the collective bargaining process should OSSHE faculties unionize, is one students have confronted whenever they have advocated increased student participation in university or college governance: why should students be involved? The answer is the same. Students are the largest single contributors to the cost of their education, and must live with its consequences for the rest of their lives. Everyone is familiar with the relationship between the reputation of a student's school and his or her chances for job placement. And we should not forget the more intangible consequences: the benefit of that rare personal relationship with a great teacher, the importance of skills acquired with the aid of modern facilities, and the experience of sustained intellectual inquiry that will affect all our professional and personal lives.

Aside from the right to participate as financiers and as recipients of education, there are utilitarian reasons for involving students in decision-making. Students have an invaluable perspective on the quality of education they are receiving. They have immediate experience with the strengths and deficiencies of individual faculty members, of the faculty collectively, and the quality of educational facilities. Naturally, students are as concerned as the taxpayer about receiving the best possible education for their money.

Perhaps the awareness that their stay will last only a few years limits their

THE ASSOCIATED OREGON STUDENT LOBBY REPRESENTS THE STUDENT BODY GOVERNMENTS OF EASTERN OREGON STATE COLLEGE, OREGON COLLEGE OF EDUCATION, OREGON INSTITUTE OF TECHNOLOGY, OREGON STATE UNIVERSITY, PORTLAND STATE UNIVERSITY, SOUTHERN OREGON STATE COLLEGE, UNIVERSITY OF OREGON

identification with the college. But this also allows them more objectivity than a faculty member or administrator whose interests are heavily invested in the institution's status quo.

Furthermore, participation in decision-making helps create a feeling of community that promotes a greater intellectual effort and a sense of responsibility for the welfare of the institution. Exclusion from participation confirms the conception of the college as a factory, processing students in preparation for a sterile, passive existence.

National and state legislatures, as well as many foundation research teams, have recognized the validity of the utilitarian and philosophical arguments for a student role in college governance in recommending student positions on college or multi-campus governing boards. Our legislation is designed to protect the students' painfully acquired opportunities for participation.

The need for this legislative protection has been made abundantly clear already in the brief history of collective bargaining. Only in the past year have students across the nation really become aware of the potential effects of faculty collective bargaining on their education.

The collective bargaining process as developed in the industrial sector is adapted to highly technical negotiation procedures, limited participation by the rank and file (mostly voting on contract proposals and union policy, etc.), and adversary relationships. There is no experience in involving interested third parties. Jerome Lefkowitz, Deputy Director of the New York State Public Employees Relations Board has stated the collective bargaining process, "...is not designed to accommodate any independent interest of any third party such as consumers or outside contractors. Whatever the limitation of this process in the private sector, the process causes an even more severe problem in the public sector where the purpose of government is to satisfy the needs of the consuming public. And yet that consuming public has no representation at the bargaining table except where it is represented by government [read State Board of Higher Education], a representation that is often more theoretical than real. [Thus]...there is no place for student representatives at the bargaining table while the faculty and university engage in negotiations."

Mr. Lefkowitz' conclusion does not, to us, seem to follow from its premises. He unequivocally has made the case for the involvement of students.

If collective bargaining as a process has its limitations regarding the protection of the students' and the public's interest, its advocates seem totally insensitive to them. The Secretary of the University of Oregon's chapter of the American Federation of Teachers (one of several organizations vying for the role of faculty agent at the University of Oregon) made clear in an interview last fall that he saw no role for students in negotiations. And despite repeated assurances by the President of the chapter that they had the students' best interests at heart, he suggested that if students wished to be heard they would have to organize.

The President of an AAUP chapter confided that he feared that the first "chip to be exchanged for higher salaries would be smaller class size. The consequence for the students would be higher tuition and bigger classes.

Paul Murphy, AAUP spokesperson at the University of Minnesota, said recently, "Students would inevitably suffer...Their participation in the advisory process, like sitting on committees, would probably be eliminated...Under normal union contract, the law provides for only two parties, faculty and administration, so students are either pushed out of policy-making positions or forced into collective action to protest their own rights."

Experience at other institutions across the nation confirms this predicted tendency. Here are some quotes from the University of Washington's student newspaper, the Daily:

"Collective bargaining tends to bring increased faculty control of universities and colleges where instituted. It also tends to deteriorate faculty-administration relations and leaves students without a significant voice on campus:

"These were the nearly-unanimous perceptions of college newspaper editors interviewed early this week where collective bargaining presently exists between faculty and administration...

"Since collective bargaining came to Rutgers, student government has amounted only to 'voices crying out in the wilderness' according to Testa [Editor of the student newspaper at Rutgers]."

Alan R. Shark, Director of the Research Project on Students and Collective Bargaining noted in a progress report that only 28% of the 148 contracts analyzed in a study by the National Center for the Study of Collective Bargaining in Higher Education mentioned the rights of students in any fashion, but forty of them "had something specific to say about student evaluation of faculty, student senates, and student governance activities."

"Of the forty contracts that mention student rights, six mention student rights more than twice, six mention them twice and the remaining twenty-eight mention them but once. It is significant to note that no student representative was present at the bargaining table during negotiations for the 148 contracts in which student rights are mentioned."

William Boyd, President Designate of the University of Oregon, has written: "Still another impact of collective bargaining on college governance is apt to be at least a temporary set-back for the student power movement. There is irony in the fact that just as students began to secure a place in the traditional power structure of colleges, the site of power should be moved to a bargaining table at which they are not represented--and at which their interests are sometimes the first to be sacrificed, all of the grand rhetoric to the contrary, notwithstanding."

The adversary relationships which Testa and others are experiencing may force students into unionizing. Myron Lieberman of the City University of New York imagined, not too fancifully, in Harpers magazine, a scenario in which a student union threatens to close down the university through a mass refusal to pay tuition. Students at Kean State College in New Jersey were forced to seek an injunction against striking faculty.

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OREGON STATE ARCHIVE

they deserve through legislation than to risk such disruption. Despite their size and resources, students are notoriously hard to organize. Without being included in the bargaining by legislation, students will not be able to protect their interests and might be forced to such extreme measures.

Legislation protecting the students' interest through participation in the collective bargaining process is being considered in Michigan, California, Ohio, Washington, Colorado, Montana, and Massachusetts. The wide variety of legislation proposes everything from independent student unions to observer status. Like every one else, we are trying to discover the hybrid that will serve the students' and public's interest as well as that of the faculty's. It is our hope that the 1975 session of the Oregon State Legislature will join us in this important effort.

Enrolled  
**House Bill 3043**

Sponsored by Representative KULONGOSKI

CHAPTER.....

AN ACT

Relating to collective bargaining for public employes.

Be It Enacted by the People of the State of Oregon:

**SECTION 1.** Section 2 of this Act is added to and made a part of ORS 243.650 to 243.782.

**SECTION 2.** (1) When an appropriate bargaining unit includes members of the faculty of an institution of higher education, the duly organized and recognized entity of student government at that institution may designate three representatives to meet and confer with the public employer of those members of the faculty and the exclusive representative of that appropriate bargaining unit prior to collective bargaining.

(2) During the course of collective bargaining between the public employer and the exclusive representative described in subsection (1) of this section, the representatives of student government designated under subsection (1) of this section shall:

(a) Be allowed to attend and observe all meetings between the public employer and the exclusive representative at which collective bargaining occurs;

(b) Have access to all written documents pertaining to the collective bargaining negotiations exchanged by the public employer and the exclusive representative, including copies of any prepared written transcripts of the bargaining sessions;

(c) Be allowed to comment in good faith during the bargaining sessions upon matters under consideration; and

(d) Be allowed to meet and confer with the exclusive representative and the public employer regarding the terms of an agreement between them prior to the execution of a written contract incorporating that agreement.

(3) Rules regarding confidentiality and release of information shall apply to student representatives in the same manner as employer and employe bargaining unit representatives.

(4) As used in this section:

(a) "Institution of higher education" means an institution under the control of the State Board of Higher Education.

(b) "Meet and confer" means the performance of the mutual obligation of the representatives of student government designated under subsection (1) of this section, the exclusive representative and the public employer, or any two of them, to meet at the request of one of them at reasonable times at a place convenient to all to conduct in good faith an interchange of views concerning the duties of each under this 1975 Act, employment relations of the faculty, the negotiation of an agreement and the execution of a written agreement.



**HOUSE AMENDMENTS TO PRINTED  
A-ENGROSSED HOUSE BILL 3043**

By COMMITTEE ON LABOR/BUSINESS AFFAIRS

June 5

(No change in Measure Summary)

- 1 On page 2 of the printed A-engrossed bill, line 6, delete "the" and
- 2 insert "an" and in the same line delete "is" and insert "includes members
- 3 of the faculty of".
- 4 In line 9, after "employer" insert "of those members of the faculty".
- 5 In line 10, after "tive" insert "of that appropriate bargaining unit".
- 6 In line 11, after "bargaining" insert "between the public employer
- 7 and the exclusive representative described in subsection (1) of this
- 8 section".
- 9 On page 3, line 6, after "relations" insert "of the faculty".

—◆—

A BILL FOR AN ACT

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This is a letter by Robert Liberty, Past ASUO President, written on July 3, 1975:

Dear Governor Straub,

Although we had a lengthy discussion with you and your Assistant, I'm not sure that you were able to digest all the arguments presented at the time. I'd like to review the arguments against the bill offered by Mr. Burns and our responses (indicated by "A.")

Mr. Burns had roughly six objections to the bill:

I. Adding a third party to the negotiations will disrupt the already difficult process of adversarial negotiations. There is no experience in tri-partite bargaining.

A. The students will not be negotiating, but participating, and have an excellent opportunity to act as a mediator because of their relatively independent position. Representative Groener noted during committee hearings on the bill that he has found students' advice to be most helpful in his experience in community college collective bargaining. In fact students already participate successfully in the frequently adversarial conflicts in institutional governance at Oregon's state colleges and universities.

Mr. Burns also fails to recognize the potential for disruption if students are excluded from negotiations. There is sufficient evidence from negotiations elsewhere that without the presence of students, trade-offs injurious to their (and thus the public's) best interests will occur. A good example is the exchange of higher salary increases for increased "productivity", i.e., bigger classes:

the faculty's. It is our hope that the 1975 session of the Oregon State Legislature will join us in this important effort.

The following is a letter from Dr. Albert Kitzhaber, President of the University of Oregon Chapter of the American Association of University Professors to the then ASUO President Robert Liberty:

Dear Mr. Liberty:

I was pleased to hear from you that this bill in its present revised form would be a very good thing both the bargaining parties (if as we expect there will be collective bargaining for the University faculty in the near future), and for the students of the University.

As the short history of collective bargaining in higher education has already shown, there is all too great a danger that the legitimate and proper concerns of the students may be lost sight of as the bargaining proceeds between the administration and the agent of the faculty. HB 3043 will afford student access to both sides during negotiations and guarantee that representatives of the students will have the opportunity to keep fully informed and to bring their own views and recommendations to the attention of the negotiating parties on a regularized basis.

We will bring our views to the attention of the Lane County delegation, with our recommendation that the bill be approved."

twice, six mention them twice and the remaining twenty-eight mention them but once. It is significant to note that no student representative was present at the bargaining table during negotiations for the 148 contracts in which student rights are mentioned."

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The adversary relationships which Testa and others are experiencing may force students into unionizing. Myron Lieberman of the City University of New York imagined, not too fancifully, in Harpers magazine, a scenario in which a student union threatens to close down the university through a mass refusal to pay tuition. Students at Kean State College in New Jersey were forced to seek an injunction against striking faculty.

It would be far better to afford the students (and taxpayers) the protection they deserve through legislation than to risk such disruption. Despite their size and resources, students are notoriously hard to organize. Without being included in the bargaining by legislation, students will not be able to protect their interests and might be forced to such extreme measures.

Legislation protecting the students' interest through participation in the collective bargaining process is being considered in Michigan, California, Ohio, Washington, Colorado, Montana, and Massachusetts. The wide variety of legislation proposes everything from independent student unions to observer status. Like everyone else, we are trying to discover the hybrid that will serve the student's and public's interests as well as that of

the students and the taxpayer pay more for less.

Under these circumstances, and already facing spiralling tuition increases, the students and their governments are unlikely to passively accept their exclusion. Tactics to gain entrance to the negotiations or to thwart their progress presently under consideration include:

- Suits against the faculty and administration challenging the constitutionality of the exception of collective bargaining from Oregon's public meeting law.

- Intervention in the unionization campaigns.

- Obstruction or delay of negotiations through repeated legal intervention as an "injured party."

- Boycott of classes of participating professors.

- Unionization of the students and a mass refusal to pay tuition.

- Publicity campaigns, including rallies, etc.

Although quiet now, the depth of concern over collective bargaining-related issues like tuition hikes and program termination (neither as volatile an issue as exclusion from faculty-administration negotiations) is indicated by recent student demonstrations at Brown, Providence, and Stanford universities and the reaction of students to their manipulation in the Chicago City College negotiations.

2. Students have no more right to be present at negotiations than the consumer of any other service or product.

A. This argument overlooks the fact that students are different from other consumers.

- a) Students presently participate in institutional governance on the basis of their recognized ability to contribute to the decision-making process, unlike other consumers.

- b) The college experience has a much

more lasting impact on students than any other services on their consumers. The quality of the students' education will affect their job opportunities and entire professional career. Students have a tremendous stake in the quality of their education.

c) The OSSHE is a virtual higher education monopoly for middle and lower income Oregon students. They cannot, like other consumers, "vote with their feet."

d) The students' contact/involvement with their education and educators is more continuous and of longer duration than almost any other form of "consumption."

e) Finally, the entire conception of the college as a factory and the student as a consumer is inimical to the collegial traditions and philosophy of higher education, and should not be used as a rationale for vetoing this bill.

3. The experiences at the negotiations of the contract at Southern Oregon State College at which students were allowed to be observers, were not encouraging. The students did not appear for all the sessions and changed representatives in the course of negotiations.

A. It's not surprising the students became bored when they weren't allowed to speak or present proposals. The change of representatives was a result of some internal difficulties not likely to be repeated.

4. The bill will be unworkable if bargaining were to be conducted on a system-wide basis. Up to twenty-four students could be present and speaking, making negotiations impossible.

A. Both the Hearings Officer and the PERB have ruled in favor of institutional units and the Court of Appeals refused to hear the case until after the (institutional) elections are held.

nated...Under normal union contract, the law provides for only two parties, faculty and administration, so students are either pushed out of policy-making positions or forced into collective action to protest their own rights."

Experience at other institutions across the nation confirms this predicted tendency. Here are some quotes from the University of Washington's student newspaper, the Daily:

"Collective bargaining tends to bring increased faculty control of universities and colleges where instituted. It also tends to deteriorate faculty-administration relations and leaves students without a significant voice on campus.

"These were the nearly-unanimous perceptions of college newspaper editors interviewed early this week where collective bargaining presently exists between faculty and administration...

"Since collective bargaining came to Rutgers, student government has amounted only to 'voices crying out in the wilderness' according to Testa [Editor of the student newspaper at Rutgers]."

At Boston State College after the union's certification, it created a joint union-administration curriculum committee which pre-empted the jurisdiction of the existing senate curriculum committee.

Alan R. Shark, Director of the Research Project on Students and Collective Bargaining noted in a progress report that only 28% of the 148 contracts analyzed in a study by the National Center for the Study of Collective Bargaining in Higher Education mentioned the rights of students in any fashion, but forty of them "had something specific to say about student evaluation of faculty, student senates, and student governance activities."

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Mr. Lefkowitz' conclusion does not, to us, seem to follow from its premises. He unequivocally has made the case for the involvement of students.

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The second version reads: "Section 2.(1) When the appropriate bargaining unit is an institution of higher education,..."

Clearly the bill deals only with institutional units.

5. Mr. Burns is concerned that the students will not maintain the rules of confidentiality agreed upon by the two parties; that there is no way the students can be made accountable.

A. The students will be bound by 2.(3) of the bill as by any law. Failing to do so would leave them open to legal action by the other parties. Beyond this accountability for maintaining confidentiality, why should the students be held accountable for an agreement they did not sign? Students have amply demonstrated their ability to keep confidences in other matters, such as their service on the Oregon State Board of Higher Education. Why should we be treated as irresponsible children in this case?

6. Mr. Burns evidently resented our support for the fact-finder in the OSEA negotiations because the support was based on ignorance

A. Mr. Burns seems to have forgotten that we never claimed to be informed about the details of the negotiations and supported the fact-finder only because we were desperate to avoid a strike in the last few weeks prior to graduation. If the students had been as well informed about the OSEA negotiations as we will be about faculty negotiations under the provisions of this bill, we never would have had to take that position.

Finally, I would strongly dispute Mr. Burns claim that we had only "soft" support for our measure. We have, as you've seen, written support from university and college presidents and campus chapters of faculty unions. A labor lawyer, Representative Kulongoski, sponsored the

the bill and the secretary-treasurer of the Lane County AFL-CIO organization helped us lobby for its passage. The State Board of Higher Education President, John Mosser's, and the Chancellor's muted reaction is a function of their delicate political position vis-a-vis the organizing faculty. In private conversations with members of the Chancellor's staff a more supportive attitude has been communicated. And of course the Legislature has already given its overwhelming endorsement.

I think this is an excellent opportunity for you to again prove Oregon's national reputation for leadership, as a state that is willing to ~~imovate~~ innovate in anticipation of change rather than cling blindly to the formulas of the past. Please sign HB 3043.

Statement by Governor Bob Straub on signing HB 3043, July 7, 1975:

In determining to sign House Bill 3043, I weighed the measure's potential for opening the collective bargaining process to the participatory view of students in the Oregon system of higher education against concerns that the process itself would be unduly encumbered by that participation.

Too, I understand the uneasiness of those who question whether students concurrently have appropriate roles on both sides of the bargaining table. Students now serve as members of the State Board of Higher Education and the Board plays a management role in collective bargaining.

The bill is imperfect, but not imperfect that its flaws should spell foreclosure on an idea that has, I believe, considerable potential as a learning experience for college students.

I am willing to give HB 3043 a chance to work in the knowledge that shortcomings in the measure can be remedied by the 1977 Session of the Legislature.

ber or administrator whose interests are heavily invested in the institution's status quo.

Furthermore, participation in decision-making helps create a feeling of community that promotes a greater intellectual effort and a sense of responsibility for the welfare of the institution. Exclusion from participation confirms the conception of the college as a factory, processing students in preparation for a sterile, passive existence.

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Testimony of the Associated Oregon Student Lobby before the House Education and School Finance Committee, May 7, 1975.

The central question regarding our proposed legislation to give students a voice in the collective bargaining process should OSSHE faculties unionize, is one students have confronted whenever they have advocated increased student participation in university or college governance: why should students be involved? The answer is the same. Students are the largest single contributors to the cost of their education, and must live with its consequences for the rest of their lives. Everyone is familiar with the relationship between the reputation of a student's school and his or her chances for job placement. And we should not forget the more intangible consequences: the benefit of that rare personal relationship with a great teacher, the importance of skills acquired with the aid of modern facilities, and the experience of sustained intellectual inquiry that will affect all our professional and personal lives.

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Perhaps the awareness that their stay will last only a few years limits their identification with the college. But this also allows them more objectivity than a faculty mem-

From the editorial page of the Eugene Register-Guard, July 9, 1975:

Worth a try

Governor Straub acted prudently when he signed the mildly controversial bill allowing student representatives to sit in on campus collective bargaining sessions.

The governor received negative advice on this bill from several quarters, including his own Executive Department. But the fact is that none of those offering advice of whatever form really knows whether this will turn out to have been good legislation.

Collective bargaining in higher education is brand new to Oregon. We don't know for sure that it will even come here in a major way, although it looks as though faculties of most of the public colleges and universities will try out their right to negotiate salaries and working conditions with their employer.

Students clearly have a stake in what may be decided at a negotiating table. In one sense they are stockholders of the colleges, since their tuition pays a substantial share of the operating costs. They are also the primary consumers of the educational product, and therefore have a strong interest in its nature and quality.

Students at most of the campuses, particularly the University of Oregon, already have gained a voice in many decisions affecting their schools. Those who care about this understandably feel that progress of the past several years would be undermined if students were locked out of collective bargaining sessions. Those sessions

could undo or substantially alter actions taken in forums where students now have a voice.

The bill just signed allows three students from each campus to sit in on the negotiating sessions affecting that campus. Right now, of course, we don't know for sure whether negotiating will be done campus by campus or system-wide. So we can't tell whether there will be three students sitting in on each of the eight bargaining sessions or 24 students attending one big session.

The bill allows the students only to listen and to speak, not to vote in negotiations. It gives them a chance to know what's going on and a chance to be heard. This cannot be considered a dangerous grant of power.

Practical problems which cannot be foreseen may crop up when bargaining gets under way. It may turn out that it simply is not workable for third-party representatives to participate in negotiations. The only way to find out is to try it.

Governor Straub conceded that the bill has potential faults. His decision to sign was a decision that the idea of student participation in campus collective bargaining is worth a try. Under the circumstances, that's only fair.

## STRATEGIES AND TACTICS

At the time HB 3043 was being considered, only one of the seven campus faculties had unionized and negotiated an agreement. This proved to be invaluable as the faculty unions and management representatives were not deeply entrenched into the traditional process. This resulted in a very open relationship with the unions and university presidents as we secured endorsements from both groups (letters are included in this packet).

The first bit of lobbying which you must do is convince the faculty unions that your presence at the bargaining table will not be contrary to their interests nor disruptive to the process. If you can achieve this, half of the battle is won.

At University of Oregon we have a "shared governance" structure where students are voting members in the University Senate and General Faculty Meeting. So when lobbying legislators to support our bill, we stressed the status-quo nature of the measure. We argued that to exclude students from the negotiations would in effect, render existing student participation in university governance meaningless. And finally, we asked, what harm can come of having students observe the bargaining? If we're going to get screwed, at least we have the right to say why we don't like it.

--Kirby Garrett

PLEASE NOTE: THE PRECEDING PAGES WERE TREATED  
AS A UNIT IN THE ORIGINAL DOCUMENT.

MAY 7 1975

U. EDUC. & SCH. FIN. COM.

OREGON STATE ARCHIVES

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS • OREGON STATE UNIVERSITY • CORVALLIS, OREGON 973

May 7, 1975

*"Exhibit 162"*

STATEMENT OPPOSING HOUSE BILL 3043

by David Carlson, President  
Oregon State University Chapter  
American Association of University Professors

I am sorry that I must oppose HB 3043, submitted on behalf of ASOU and ASOSU. I do believe that students should have a formal role in some aspects of university governance, and I know from several frank discussions with ASOSU officers that they are concerned about the quality of their education, and are willing to work to maintain and improve it. Nevertheless, from a faculty viewpoint, I feel this would be bad legislation.

Section 2 of the proposed bill establishes faculty-student committees to make recommendations concerning faculty employment relations, which the bargaining agent must seek to implement during negotiations. While faculty and students have broad areas of common interest, there are significant areas in which their interests may conflict: faculty salaries (and their effect on tuition), possible faculty strikes, and a variety of less important issues, such as class size. It is not fair to faculty to ask them to share the preparation of their bargaining proposals with a group with significant divergent interests.

These committees would also significantly complicate the process of faculty collective bargaining. A full year ago, "expressions of interest" were collected at the campuses of the System of Higher Education. Legal complications have thus far prevented even the first step toward a collective bargaining election--a final decision as to whether we proceed "system-wide" or "campus-by-campus." There are many other unresolved issues. I am afraid that the addition of such faculty-student committees would make almost unworkable for faculty the collective bargaining rights granted in 1973. Let us try out the system before making it more complicated.

Section 3 allows student representatives to attend and observe meetings, and to meet and confer with the two principal parties. I would prefer to see some reasonable limit placed on the delay such "meetings and conferrings" might entail; and that some procedure be provided should the student representatives fail to comply with subsection (3).

Finally, I must ask why we the faculty of the state system must be singled out in this way. The actions of other bargaining agents have an effect on students in higher education--the classified employees at our institutions, the faculty at other public institutions of higher education. ~~Are we deserving of such special treatment in this regard?~~

Despite this statement, I have met, and hope to continue to meet, with ASOSU officers to discuss the issues of faculty collective bargaining. Faculty are interested in students and their opinions and their needs.

HB 3043 - Collective bargaining

Rep. Chrest moved to adopt amendments dated May 9, 1975.

Rep. Walden moved to delete lines 5 through 8 on page 3. Motion carried.

Rep. Whiting moved to amend subsection (3) on page 3 by stating that rules regarding confidentiality and release of information shall apply to student representatives in the same manner as employer and employe bargaining unit representatives. Motion carried.

Rep. Chrest's motion to adopt amendments dated May 9, 1975 was carried.

Rep. Chrest moved to send HB 3043 out with a "do pass as amended" recommendation and be sent to Labor and Business Affairs committee by prior reference. Motion carried with McCrae, Walden and Rieke excused.

Rep. Groener moved to reconsider the action by which HB 3043 passed the committee. Motion carried.

Rep. Groener moved the committee instruct the staff to request the Speaker to allow this bill to go directly to the floor rather than to the Labor and Business Affairs Committee. Motion carried.

SB 29 - Extends role of IED

Rep. Cherry presented an amendment for the bill which would make it optional for an intermediate education board to call a special election under certain conditions rather than making it mandatory that a special election be held.

Rep. Kinsey asked for a statement from the Lane County Intermediate Education District regarding the proposed amendment. Mr. Sommerville called the superintendent of the Lane County Intermediate Education District, Dr. William Jones, who indicated that his board would call an election whether the law was mandatory or permissive. The passage of the bill with the amendment would make no difference to his county.

Rep. Kinsey moved the adoption of the amendments dated 5/13/75. Motion carried.

Rep. Kinsey moved SB 29 to the floor with a "do pass as amended and that it be printed engrossed." Motion carried. Marsh voted "no". Walden and Whiting were excused. Rep. Rieke will carry the bill when it comes to the floor.

HOUSE COMMITTEE ON EDUCATION/  
SCHOOL FINANCE

May 7, 1975

1:30 p.m.

321 State Capitol

Members present: Rep. Howard Cherry, Chairman  
Rep. Mary Rieke, Vice Chairman  
Rep. Jim Chrest  
Rep. Ralph Groener  
Rep. Lloyd Kinsey  
Rep. Tom Marsh  
Rep. Wallace McCrae  
Rep. Paul Walden  
Rep. Pat Whiting

Witnesses: Tom Schlimgen, Superintendent, Molalla Union High School  
Chan Bunke, Board Member, Molalla Union High School  
Ted Kulongoski, Representative  
Robert Liberty, Associated Oregon Student Lobby (U of O)  
Mike Cowgill, Associated Oregon Student Lobby (OSU)  
Ted Lameareaux, Portland State  
Tom Enright, OSEA  
Jack P. Maddex, AFT  
Bill Nelson, AAUP Oregon Federation  
Sam Anderson, AAUP, Oregon College of Education  
Phyllis Hutchinson, OFT

HB 2392 - Extension of union high course of study

Mr. Tom Sommerville, Administrative Assistant, explained the amendments which had been put into a bill previously tabled by the committee. Molalla district would like to vote down to include the 7th and 8th grade to accommodate a junior high situation. There are two split districts that affect the Molalla district that lie in Clackamas and Marion County. This would allow a union high district to vote down even in a split district any number of grades.

Mr. Tom Schlimgen stated there are 9 grade school districts in the high school district. One district is split between Clackamas and Marion and one district, Monitor, is which is also split between Clackamas and Marion County. Would like to extend the grades down to 7th and 8th for curriculum continuity, competencies and facilities improvements.

Mr. Chan Bunke stated this issue would still be unresolved even if the unification bill was passed. There is growing support for the proposal as presented in this bill.

Rep. Whiting moved the bill off the table. Motion carried.

Rep. Whiting moved the adoption of the amendments as presented by Mr. Sommerville. Motion carried.

HB 3043 - Collective Bargaining

Rep. Ted Kulongoski stated this is his own attitude toward the collective bargaining process. He does not believe the students

should be required to be a signator to a collective bargaining agreement. The bill was drafted in the light of the current situation in Oregon.

Mr. Robert Liberty read a position statement of the Oregon Student Lobby and that statement is recorded as "Exhibit 161". He stated the students do not want Section 2 of the bill as it puts too much pressure on the faculty. Section 3 should be retained. Would like to suggest an amendment to insert 3 before representatives in line 25, page 1.

Tape 808 Mr. Mike Cowgill stated Higher Education needs three parties to bargain. Collective bargaining is an adversarial process.

Tape Mr. Ted Lameareaux feels that when it comes to collective bargaining the teachers are more concerned with their jobs and the students with their education. It is important that students be a part of the collective bargaining process because it is the student's education that determines their future.

Tape 962 Mr. Tom Enright spoke in opposition to the bill. Feels it needs a lot of consideration and amendments before being acted on.

Mr. Kulongoski stated he would be willing to delete Section 2 if that is what they want, but feels they are making a mistake.

Mr. John Danielson informed the committee that they wanted it on the record as the OEA being opposed to the bill.

Tape 1017 Mr. Jack Maddex; a faculty member at the University, stated he sees no problem with collective bargaining in the bill. He is in opposition to the bill.

David Carlson, also in opposition to the bill, spoke in opposition to the bill and his testimony is recorded as "Exhibit 162".

Tape 1185 Sam Anderson stated he has no strong objections to the bill with Section 2 removed. Has no objections to bring students in on a meet and confer basis. He feels the faculty would want to see the students maintain their input as it is now.

Tape 1205 Phyllis Hutchinson is opposed to the bill. She believes collective bargaining is an agreement between employer and employe and is difficult enough with two groups. Would not like to see the third involved.

HB 2897 - All areas in community college districts

Tape 1234 Rep. Wallace McCrae stated one problem in the community college situation is the small enrollment because of the sparsity of population and therefore inadequate tax base in many areas. It is a physical impossibility to have community colleges within the reach of everyone. A solution must be found in another way.

Rep. Groener moved the bill to the floor with a "Do pass" recommendation. Motion carried unanimously, Chrest, Kinsey and Walden excused.



"The developments of the next several years under faculty collective bargaining should indicate whether collective bargaining will alter the traditional role of the faculty or whether the faculty will alter the traditional concept of collective bargaining."

--Bernard Mintz, City University of N. Y.

#### THE LOBBYING EFFORT BEHIND HB 3043

Prior to February 15, 1975, there was no statewide student lobby in Oregon, and it became readily apparent that if we were to succeed in our collective bargaining amendments, we needed such an organization. Without a State Student Lobby, it is difficult to demonstrate widespread student interest and support.

Therefore, our first task was to establish what is now the Associated Oregon Student Lobby, through which we channeled 90% of our efforts.

The second problem we faced was the content of our legislation. The natural tendency was to go for signatory status. Obvious political realities dictated a different course, however, which resulted in third-party, independent status for students as the bill. We could have proposed legislation similar to the Montana Bill, but we wanted to avert being statutorily aligned with either management or labor. The student team has more opportunities for influencing provisions in the contract if given independent status, than if aligned with management as the Montana Bill provided. And if the student team is independent, this recognizes the student as a legitimate new third part to the negotiations.

Since the passage of HB 3043, the ASUO has been researching and acting in the areas of public awareness, future legislation, status of students in regard to the Employment Relations Board and bargaining strategies.

We are formulating model clauses designed to protect student interests. Also we are looking at contracts in force and examining what matters of concern to students are generally included.

There are weaknesses in 3043 which we are planning to try to get corrected. This effort is being made with assistance from various state legislators.

The ASUO conducted a three-day symposium in October. We had six nationally prominent guests as well as local participants discuss topics such as The Value of Scope Limitation, The Students' Role in Collective Bargaining, and eight others. A book- which will read as a series of articles, will be forthcoming. The entire symposium (twenty-five hours of discussion) was recorded and the book is being compiled from these tapes. It should be available early in spring of 1976.

Each state and each institution has different needs and problems with which the students must interact. In Oregon, we have achieved what we feel is the first step in securing our rightful place in what could be a tumultuous change. There is no set of recommendations that will apply to every student organization. If the ASUO or AOSL can be of any assistance in helping to formulate legislative programs for students in collective bargaining, we will be glad to do so. Just contact us.

ASUO - 503-686-3724

AOSL - 503-378-4966

# HOSL

## OREGON STUDENT LOBBY

502 WINTER STREET N.E. • SALEM, OREGON 97310  
PHONE (503) 378-4966

May 16, 1975

JIM WHITTENBURG, COORDINATOR

### DIRECTORS

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Student Body President  
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LaGrande, Oregon 97850  
838-2171 ext. 295

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CHERYL LIBERTY  
Student Body President  
University of Oregon  
EMU, Suite 4  
Eugene, Oregon 97403  
686-3724

Students in higher education should be involved with a voice in the collective bargaining process should the Oregon State System of Higher Education (OSSHE) Faculties unionize. Students have an invaluable perspective on the quality of education they are receiving. They have immediate experience with the strengths and deficiencies of individual faculty members, of the faculty collectively, and the quality of educational facilities.

Because their stay will last only a few years it may limit their identification with the college, but it also allows them more objectivity when interests of faculty and administration may be heavily invested in the institution's status quo. Exclusion from participation confirms the conception of a college as a factory, processing students in preparation for a sterile, passive existence.

House Bill 3043 has been introduced at the request of the Associated Oregon Student Lobby which represents the student governments of the seven institutions in the Oregon State System of Higher Education.

This legislation is designed to protect the student's painfully acquired role of participation in college governance, and in recommending student positions on college or multi-campus governing boards. National and state legislatures, including Oregon, as well as many foundation research teams have recognized the validity of the utilitarian and philosophical arguments for this opportunity.

The intent of House Bill 3043, which relates to collective bargaining for public employees, is to allow student representatives to participate in negotiations between the public employer and bargaining representatives of faculty. Student representatives would be authorized to meet and confer with the public employer and the exclusive faculty representative prior to formal negotiations. During the course of negotiations, the representatives of student government shall be allowed to attend and observe all meetings between public employer and the exclusive representative at which collective bargaining occurs. The student representatives will also be allowed access to the terms of proposed agreements

THE ASSOCIATED OREGON STUDENT LOBBY REPRESENTS THE STUDENT BODY GOVERNMENTS OF EASTERN OREGON STATE COLLEGE, OREGON COLLEGE OF EDUCATION, OREGON INSTITUTE OF TECHNOLOGY, OREGON STATE UNIVERSITY, PORTLAND STATE UNIVERSITY, SOUTHERN OREGON STATE COLLEGE, UNIVERSITY OF OREGON

THE ASSOCIATED OREGON STUDENT LOBBY

May 16, 1975

Page 2

between public employer and exclusive representative prior to execution of a written contract incorporating that agreement.

The student representative shall have access to all written draft agreements and all other written documents pertaining to bargaining exchanged by the public employer or employer representative and the exclusive representative, including a copy of any prepared written transcripts of any bargaining sessions.

The same rules of confidentiality and release of information binding the public employee and public employer will apply to the three student representatives.

William Boyd, U of O President Designate, has said, "There is irony in the fact that just as students began to secure a place in the traditional power structure of colleges, the site of power should be moved to a bargaining table at which they are not represented--at which their interests are sometimes the first to be sacrificed, all of the grand rhetoric to the contrary, ..."

Despite their size and resources, students are notoriously hard to organize. Without being included in the bargaining by legislation, students will not be able to protect their interests and might be forced to attempt such extreme measures as injunctions, tuition boycotts and class action suits.

Legislation protecting the student's interest through participation in the collective bargaining process is being considered in Michigan, California, Ohio, Washington, Oregon, and Massachusetts. During the first week in April, the Montana Legislature became the first in the nation to pass such legislation, which was adopted by lopsided votes in both houses and signed by Governor Thomas L. Judge. The wide variety of legislation proposes everything from independent student unions to observer status. Like everyone else, we are attempting to discover the hybrid that will serve the student's and public's interest as well as that of the Faculty's. It is our desire that the 1975 session of the Oregon State Legislature will join us in this important effort.

Most sincerely,

*Robert Liberty*  
Robert Liberty  
U of O Student  
Body President

*Mike Cowgill*  
Mike Cowgill  
OSU State Affairs  
Director

*James D. Howe Jr.*  
Jim Howe  
OSU State Affairs  
Asst. Director

UNIVERSITY OF OREGON



Department of History  
COLLEGE OF LIBERAL ARTS

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affirmative action employer

May 13, 1975

Mr. Robert Liberty, president  
Associated Students, U of O  
Suite 4, EMU  
Campus

Dear Mr. Liberty,

This letter is in response to the ASUO's invitation to us--and to the University administration and the other faculty organizations--to communicate our views on the student role in faculty collective bargaining here at the University.

We share with the ASUO most of the concerns you have expressed in our recent conferences about desirable provisions in a faculty collective bargaining contract. It is to the interest of faculty and students alike that a contract recognize the present instrumentalities of university governance, protecting the representation they give to students and faculty; that evaluation of faculty performance follow rational procedures and valid criteria, including systematic use of student evaluation of teaching; and that the university be supported as a state institution at a reasonable level of service, without the costs being borne heavily by students in tuition increases or by faculty in deteriorating compensation and increased workload.

We congratulate the ASUO emphatically for its recent modifications in Oregon House Bill 3043, deleting provisions that would attenuate teachers' rights to formulate demands independently. We are happy to recognize the ASUO as a body entitled to meet and confer with faculty and administration representatives about contract provisions and other policies. We do not specifically endorse Bill 3043's present provision for active participation of student observers in bargaining sessions, but we do not anticipate that such an arrangement would be likely to present serious practical difficulties.

We look forward to student-faculty cooperation in the years to come to strengthen our university in the face of economic difficulties.

Yours,

American Federation of Teachers  
Local # 3209

Minutes  
House Committee on Labor  
and Business Affairs  
June 3, 1975  
Page 8

Voting no: Rep. Brad Morris, Rep. Gary Wilhelms.

Excused: Rep. Curt Wolfer

Not Present: Rep. Bill Rogers.

The motion carried. Rep. Drew Davis will carry the bill.

HB 3043, relating to collective bargaining for public employes.

Jim Wittenburg testified in support of the bill on behalf of the Associated Student Lobby. Written testimony and data presented by Mr. Wittenburg is attached hereto marked Exhibit D.

(607) Rep. Brad Morris moved to adopt the amendments proposed by Legislative Counsel. A copy of the amendment is attached hereto marked Exhibit E. The motion was seconded.

Voting aye: Rep. Jim Chrest, Rep. Drew Davis, Rep. Peg Dereli, Rep. Brad Morris, Rep. Max Rijken, Rep. Gary Wilhelms, Rep. Glen Whallon.

Excused: Rep. Curt Wolfer.

Not Present: Rep. Bill Rogers.

The motion carried.

Rep. Jim Chrest moved the bill to the Floor with a do pass as amended recommendation. The motion was seconded.

Voting aye: Rep. Jim Chrest, Rep. Drew Davis, Rep. Brad Morris, Rep. Gary Wilhelms, Rep. Glen Whallon.

Voting no: Rep. Peg Dereli, Rep. Max Rijken.

Excused: Rep. Curt Wolfer.

Not present: Rep. Bill Rogers.

The motion carried. Rep. Brad Morris will carry the bill on the Floor.

SB 1001, relating to workmen's compensation.

Tom Scanlon, AFL/CIO, briefly testified in support of the bill.

Tape 22 - Side 1

SENATE COMMITTEE ON STATE AND FEDERAL AFFAIRS

Tuesday, June 10, 1975

12:05 p.m.

Senate Floor

Members present: Senator E. D. "Debbs" Potts, Chairman  
Senator Mike Thorne, Vice Chairman  
Senator Fred Heard  
Senator Norman Howard  
Senator Kenneth Jernstedt  
Senator Stan Ouderirk  
Senator John Powell

Excused: Senator Ted Hallock

A meeting was held at the desk of the Chairman to take action on the above listed bills.

HB 3043 - Allows three student representatives to participate in negotiations at institution of higher education between public employer and bargaining representative of faculty. Declares rules of confidentiality and release of information applicable to student representatives.

Chairman stated that since college students tuition and fees kept our colleges in business, that he felt student representation should be allowed bargaining negotiations. Following discussion, Senator Jernstedt moved the bill to the Senate floor with a DO PASS recommendation. Motion unanimously carried. Senator Atiyeh was assigned the floor discussion on the measure.

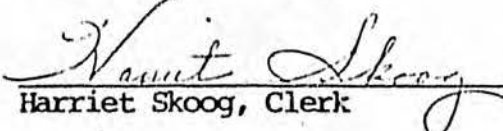
HB 2259 - Relating to political parties.

Chairman informed committee that HB 2259 was referred to State and Federal in order to draft amendments to cure conflicts with C-Engrossed Senate Bill 897. Senator Howard moved adoption of the amendments and that the bill be sent to the Senate floor DO PASS AS AMENDED. Motion unanimously carried. Senator Whipple was assigned the floor discussion on the measure.

Chairman stated State and Federal Affairs was one of the few committees still in operation and that we could be receiving several bills which need conflict amendments drafted. He asked for a motion to send these bills back to the desk without the necessity of having a meeting each time such a bill was referred. Senator Jernstedt so moved and the motion unanimously carried.

There being no further business, the meeting was adjourned.

Respectfully submitted,

  
Harriet Skoog, Clerk

# House Bill 3043

Sponsored by Representative KULONGOSKI (at the request of Kevin Lindgren on behalf of the ASUO and ASOSU)

## SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure as introduced.

Requires establishment of student-faculty committees at institutions of higher education to make recommendations concerning faculty employment relations prior to collective bargaining. Requires exclusive representative to seek to arrange terms of employment relations in accordance with recommendations of committees.

Requires one-third of members of committees to be students and two-thirds to be faculty members.

Allows student representatives to participate in negotiations between public employer and bargaining representative of faculty.

**NOTE:** Matter in bold face in an amended section is new; matter [italic and bracketed] is existing law to be omitted; complete new sections begin with SECTION.

## A BILL FOR AN ACT

1

2 Relating to collective bargaining for public employes.

3 Be It Enacted by the People of the State of Oregon:

4 SECTION 1. Sections 2 and 3 of this Act are added to and made a part  
5 of ORS 243.650 to 243.782.6 SECTION 2. (1) When the appropriate bargaining unit is an institu-  
7 tion of higher education, committees composed of six persons shall be estab-  
8 lished to consider the employment relations of the faculty in that institu-  
9 tion prior to collective bargaining between the exclusive representative and  
10 the public employer.11 (2) The committees established under subsection (1) of this section  
12 shall make recommendations with respect to the employment relations of  
13 the faculty and the exclusive representative shall, in subsequent collective  
14 bargaining, seek to arrange the terms of those employment relations in  
15 accordance with the recommendations of the committees.16 (3) One-third of the members of a committee established under subsec-  
17 tion (1) of this section shall be students appointed to the committee by the  
18 duly organized and recognized entity of student government at the institu-  
19 tion of higher education. The remaining members of the committee shall  
20 be members of the faculty.21 (4) As used in this section, "institution of higher education" means an  
22 institution under the control of the State Board of Higher Education.23 SECTION 3. (1) When the appropriate bargaining unit is an institution  
24 of higher education, the duly organized and recognized entity of student  
25 government at that institution may designate representatives to meet and  
26 confer with the public employer and the exclusive representative prior to  
27 collective bargaining.28 (2) During the course of collective bargaining, the representatives of  
29 student government designated under subsection (1) of this section shall:30 (a) Be allowed to attend and observe all meetings between the public  
31 employer and the exclusive representative at which collective bargaining  
32 occurs; and

1 (b) Be allowed to meet and confer with the exclusive representative  
2 and the public employer regarding the terms of an agreement between  
3 them prior to the execution of a written contract incorporating that  
4 agreement.

5 (3) The representatives of student government designated under subsec-  
6 tion (1) of this section shall not communicate, directly or indirectly, during  
7 the period of negotiations with persons other than the designated bargain-  
8 ing representatives regarding employment relations.

---

HOUSE AMENDMENTS TO  
HOUSE BILL 3043

By COMMITTEE ON EDUCATION/SCHOOL FINANCE

May 19

1 On page 2 of the printed bill, line 4, delete "Sections 2 and 3 of this Act  
2 are" and insert "Section 2 of this Act is".

3 Delete lines 6 through 22.

4 In line 23, delete "3" and insert "2".

5 In line 25, after "designate" insert "three".

6 In line 32, delete "and".

7 After line 32, insert:

8 "(b) Have access to all written documents pertaining to the col-  
9 lective bargaining negotiations exchanged by the public employer and the  
10 exclusive representative, including copies of any prepared written tran-  
11 scripts of the bargaining sessions;

12 "(c) Be allowed to comment in good faith during the bargaining ses-  
13 sions upon matters under consideration; and".

14 On page 3, line 1, delete "(b)" and insert "(d)".

15 Delete lines 5 through 8 and insert:

16 "(3) Rules regarding confidentiality and release of information shall  
17 apply to student representatives in the same manner as employer and  
18 employe bargaining unit representatives.

19 "(4) As used in this section:

20 "(a) 'Institution of higher education' means an institution under the  
21 control of the State Board of Higher Education.

22 "(b) 'Meet and confer' means the performance of the mutual obligation  
23 of the representatives of student government designated under subsection  
24 (1) of this section, the exclusive representative and the public employer, or  
25 any two of them, to meet at the request of one of them at reasonable  
26 times at a place convenient to all to conduct in good faith an interchange  
27 of views concerning the duties of each under this 1975 Act, employment  
28 relations, the negotiation of an agreement and the execution of a written  
29 agreement."

# THE MISSING PUBLIC— COLLECTIVE BARGAINING IN PUBLIC EMPLOYMENT

SARA SILBIGER

Though the power of unions representing municipal employees has advanced steadily—in some cases dramatically—over the past decade, their place in the structure of city governance has rarely become a political issue. Sporadic public interest in the topic is aroused only during periods when strikes disrupt expected urban services and force confrontation with the existence of union power. Municipal unionism has not emerged as a comprehensible public issue that has been costly to the urban public whose resources are allocated through the bilateral collective bargaining process. The problem lies in the politics and the structure of collective bargaining, both of which we will consider.

The specific issues and institutions discussed here are those of New York City where collective bargaining among public employees has reached an unusually high level of development. The general problems of scope, structure, and public interest representation, however, should be relevant to those interested in the growing phenomenon of public unionism across the country.

At the moment, the budgetary and labor crises confronted by New York and other big U.S. cities may make the concerns of this paper appear pale by comparison. Certainly we cannot claim that the structure of collective bargaining discussed here is either the sole cause or the solution for the budget dramas of the cities. Yet, for those cities experiencing crises, a newly aroused citizenry can provide a reform environ-

ment in which some of the structural imbalances described here may be rectified in preparation for a return to normalcy. For other cities, the experience of New York should give urgency to the question of devising bargaining structures which may aid in constraining the impact on their own budgets of the growing demands of organized public employees.

### Municipal Unionism as a Nonissue

The ability of municipal unions to gain the power they have in New York can be viewed as a failure of elective office holders and seekers to mobilize a countervailing power in public opinion. We may conceptualize the goals of the mayor and other relevant elected officials as being two-pronged. One set of goals is oriented toward political survival and advancement. The other closely related set is composed of policy goals, among which we may safely number such items as sound financial and administrative management. While these two sets of goals can (and from the point of view of democratic theory should) be mutually supportive, in New York mutual

• Sara L. Silbiger is a graduate of Barnard College and received her Ph.D. from New York University. She is currently assistant professor of political science at Baruch College, City University of New York. Her research and teaching focus, in political science, is upon public opinion and political socialization; and, in public administration, is on methods of incorporating public opinion into public policy making processes.

exclusiveness  
istic.

The mayor  
voter distress  
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exclusiveness has become more characteristic.

The mayor has apparently come to view voter distress generated by strike disrupted services as a sufficiently serious threat to his survival goals to warrant the sacrifice of policy goals. By sacrificing policy freedom in meeting union demands, the incumbent or aspiring office holder hopes not only to avoid the public's and the unions' ire, but to gain the active political support of the unions for his campaigns. In a Democratic dominated city like New York, this means that few candidates for any local office are willing to take public stands opposed to the prerogatives of municipal unions. The public goes uninformed as to the financial and policy costs the public incurs at the negotiating table. In fact, such costs are hidden from the public as the survival goals continue to dominate an administration.

Ironically, as long as the public is sheltered from the issue the mayor loses his sole opportunity to reverse the trend toward expanding union power. A mayor who could successfully educate the public as to its losses by making unions a political issue would be freer to risk the threat of strikes in the interests of maintaining the integrity of his policy goals.<sup>1</sup>

#### Why the Public Ought to Care

Labor relations in the public sector are categorically distinguishable from those in the private sector. The distinction lies in the absence of the restraints on public union power that exists in the private sector, as well as in the impact of that power on the public. While in the private sector union demands (and management willingness to meet them) may be constrained by market considerations, in the public sector an analogous limitation does not exist.<sup>2</sup> That is, in the private sector parties must consider the impact of their settlements on prices, demand for their product, likelihood that consumers can find substitute products, and other factors relevant to employment levels in their industry. In the public sector, demand for services is inelastic and

rarely—short of leaving the city altogether—do substitute services exist. The public, whose aroused opinions might constitute a countervailing force against costly union settlements, is generally unaware of the costs of settlements and concerned with avoiding the inconvenience of strikes.

In addition to the high demands a non-market environment permits them, public unions deploy exceptional resources to press home their demands. In the private sector the unions' major resource is the strike or strike threat. This tool is not always as potent as it appears since it may relieve the employer of costs for a protracted period during which he may well have sufficient available product to continue his venture successfully. In the public sector, a strike or even the threat of one may create such political pressure on the mayor that he reacts by reallocating his available resources so as to accommodate the threatening union. In addition, the public sector union may employ the whole range of techniques available to it as a pressure group including the granting or withholding of campaign support and contributions, as well as other forms of lobbying at the city and state level.

This argument suggests that while a bilateral relationship between union and employer may be adequate to private sector labor relations, it is inadequate in the public sector. The municipal labor union has resources potentially stronger than either the private sector union or the pressure groups against which it competes in the public sector. The spoils of public sector union success affect the resources available for distribution to other competing claimants on the City. The public from which these competing claims derive is neither formally involved through the structure of collective bargaining nor informally involved through the political and electoral process.

#### Where the Public Interest Loses

One of the most obvious points of impact of the union on the public is, of course, the

budget. It is very difficult to document the precise impact of developing unionism on wage levels in public employment. To compare wage levels, or percentage increases in the same city in pre-union and union eras cannot control for changed attitudes toward public employment, changes in salaries in private employment, etc. Even to compare contemporary cities—those with developed unions and those without—of comparable size has many weaknesses in controlling for types of political systems. With these caveats in mind, it is worth noting one analysis which manages to cut through some of the camouflage surrounding labor costs in New York.

In analyzing the settlements negotiated by the uniformed services in New York, Raymond D. Horton noted that "when rates of salary increase for each of the five four-year periods between 1953 and 1973 are examined, one finds a continual escalation of percentage increases in salary—from a modest 16.8 percent in 1953-57 (beginning of unionism) to a more substantial 44.6 percent in 1969-73."<sup>3</sup> This part of Horton's analysis did not include the cost of pensions, retroactive parity increases, and fringe benefits where much of the latitude in the settlement process has focused in recent years.

In analyzing salaries for teachers in New York City, Horton noted that minimum salaries for this group have increased during the period from 1959 to 1972 from \$4,500 to \$9,400. "The average annual rate of minimum salary increase for the 13 year period was a relatively modest 8 percent. Between 1966 and 1972, however, the average annual rate of increase was almost 13 percent."<sup>4</sup>

The various pension plans negotiated by unions with the city are another point of considerable, though deferred cost. Several recent studies of the pension structure of the city suggest the impossibility of meeting the pension obligations already incurred within the projected budgets of the coming years. Police and firefighters can retire after twenty years of service on a pension of

one-half final salary and overtime. Horton estimates that for an employee of 41, receiving a conservatively estimated \$7,500 annual pension, the costs to the city for one individual would be \$255,000.<sup>5</sup> Teachers' pensions also permit half pay pensions after twenty years, "but pension benefits are not paid until retirees reach the age of 55 or until the retiree would have worked 25 years, whichever is later."<sup>6</sup>

The New York state legislature recently passed a statewide pension reform bill designed to cut back on the retirement benefits for future public employees. A powerful coalition of public unions was successful in minimizing its impact, however, by essentially gaining exclusion for the already most privileged workers, teachers, and members of the uniformed services.

Labor costs—both the open ones of salary increases and the hidden ones of fringe benefits, pensions, etc.—have clearly risen. According to one report, more than half of the city's budget goes to salaries and fringe benefits. "Personnel costs have risen by roughly 150% while the number of employees has increased by 75%" in the last 10 years.<sup>7</sup>

The obvious conclusion is that costs are going up. However, services are not increasing. The increased expenditures of the city go largely to maintain existing service levels.

In addition to the financial costs of labor settlements, other costs to the public, more clearly attributable to the existence of union power, are levied in the areas of administrative innovation and general policy making. The expanded scope of bargainable issues within the New York City context has allowed unions to have considerable impact on such questions as recruitment and promotion of civil servants, discretion in hiring, work schedules, job descriptions, and other related personnel issues. In other jurisdictions and in the federal service, these are viewed as the exclusive province of the executive and/or a civil service commission. A relatively recent phenomenon in New York is "pro-

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ductivity bargaining." In this process the city seeks union agreement to management prerogative clauses in contracts in exchange for wage increases. The paradox about these clauses is that, legally, management had these prerogatives all along. The need for "productivity bargaining" is a clear symbol of the union's intrusion into traditional management functions.

While the administrative discretion which the city loses to the unions can have a considerable impact on the public with respect to the manner and efficiency with which city services are provided, the link between union power and public policy is even clearer in some other examples. With regard to public employment as an instrument of social or economic policy, New York's unions have certain characteristic predispositions that cast them in a rather conservative mold. Most of them are more interested in preserving the rights of existing members than in expanding their potential representation. They prefer to see money spent for higher salaries for the "ins" rather than new jobs for the "outs." They discourage training programs to qualify disadvantaged groups for city jobs; changes in examinations; grading procedures or administrative discretion in hiring, which could be used to redress imbalances in the hiring of minorities, women and/or economically depressed segments of the population (e.g., Viet Nam veterans).<sup>8</sup> They have opposed decentralization as a threat to their job security.

The main point, worth reiterating here, is that while all groups within the city have a rightful voice in expressing opinions and claims on the city, nonunion groups have to make their claims through a generally competitive political process in which their demands are balanced against those of others. The unions negotiate their claims at the bargaining table in a bilateral format which excludes other competing participants.

**Bargaining Structure—the Absent Public**  
In New York City the major actors in the

collective bargaining process constitute a three part structure. The governmental employer is represented by the Office of Labor Relations. Employees of course are represented by their various unions. The third component of the structure is the Office of Collective Bargaining which serves an intermediary function between the two in cases of certification, grievance, or impasse. Despite the public costs determined within this structure, in none of the three is the public formally a participant.

*1. Office of Labor Relations.* All of the city government's negotiations in the collective bargaining area are conducted by the Office of Labor Relations (OLR). It was created by Mayor John V. Lindsay, apparently to diffuse some of the pressures that he had brought on himself through union difficulties. In doing so, Lindsay substantially altered the pre-existing negotiating structure in which the mayor himself, as well as his budget and personnel directors, participated. The existence and functioning of the OLR raised a number of potential and actual problems from the vantage point of our concern with "public interest" and its close relatives, executive control and accountability.

One of the first problems posed by the OLR is the vast distance existing between its resources and those of the unions with whom it deals. The 1973-74 budget allocates \$1,121,191 for the OLR, including salaries for 57 personnel of whom less than a dozen are actually negotiators.<sup>9</sup> These persons are continuously engaged in negotiations (over 100 a year) and rarely have the opportunity for advance preparation. The unions have budgets estimated at over \$12,000,000 a year and may spend as much as a year's time preparing to deal with an expiring contract.<sup>10</sup> Redress of at least some of this imbalance would be desirable, so that the city is not merely reactive in its bargaining stands. However, increased manpower and funds would not, by themselves, solve the problem. Such improvements must be accompanied by a tighten-

ing of the lines between the OLR and the officers whose responsibilities in the areas of budget, personnel and policy make them relevant to the bargaining process.

One such official is the budget director. Former budget director, Frederick O. R. Hayes, has commented upon the failure of the current negotiations structure to incorporate the perspectives of the budget director.<sup>11</sup> Prior to the elaboration of the present pattern by Mayor Lindsay, the budget director had played a central role.<sup>12</sup> It would be foolish to contend that increased settlement costs since the OLR supplanted the role of the budget officer are simply a result of that structural change. Nonetheless, a regular input from the budget director and his presence (or right to presence or advocacy) at negotiations might help emphasize the realistic financial constraints the budget should set in bargaining.

Also excluded from the OLR is the personnel director, whose functions are regularly eroded by the negotiations process. Perhaps a representation of the civil service and personnel perspective in collective bargaining would help to keep agreements consistent as to their civil service impacts and draw attention to the civil service implications of contract provisions.<sup>13</sup>

The most notable absentee from the negotiating pattern of the OLR is the mayor himself. The apparent goal of depoliticizing the collective bargaining process, through creation of the OLR as it presently operates, can be seen as a corollary of the mayor's desire to disentangle himself from the electoral consequences of first hand engagement in negotiations. Thus, the suggestions we are making here are designed for a mayor who would be willing to reassert his control. Such a reassertion, we argue, is sorely needed to restore primacy to the budgetary, managerial and policy goals of the only publicly elected official who is even potentially a part of the structure of bargaining in New York City.

The OLR, unless it is closely linked by

a routinized communications pattern to the mayor, has the potential of losing sight of the executive needs it should be serving. If its perspective is settlement oriented, it can be expected to place settlement over other cost considerations and hence achieve less favorable settlements for the city than might be possible with more buttressing and guidelines from a determined mayor.

Part of the problem of vitalizing the executive perspectives of the OLR may lie in the classic syndrome of the government agency which is designed to serve a constant adversary clientele. The federal regulatory commissions, for example, started as adversaries but became supporters of their regulated industries.<sup>14</sup> As the intended adversaries develop more familiarity with one another they tend to identify with and accommodate to the needs of the regulated industry. To avoid this tendency of potential cost to the city's interests, the city could hire outside negotiators for some of its major negotiations. Hired only by the employer (mayor) and having to satisfy the employer if they are to be selected for future negotiations, such persons might be more inclined to stand fast in the face of union demands.<sup>15</sup>

**2. Office of Collective Bargaining.** The Office of Collective Bargaining (OCB) is the second major component of the city's collective bargaining structure. Created in 1967 under sufferance of state law, the OCB performs for most city employment, the functions performed by the Public Employees Relations Board (PERB) at the state level. It determines bargaining units, certifies unions for representational purposes, makes determinations regarding scope of bargaining and grievance proceedings, and implements impasse procedures.

The OCB is structured to reflect a bilateral view of public sector bargaining. The full board is composed of two members chosen by the mayor, two chosen by labor through the Municipal Labor Council, and three "impartial" members, including a chairman, who are chosen by unanimous vote of the appointed members. The im-

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partial members alone serve as the certification arm of the OCB.

While supporters of the OCB, such as its distinguished chairman, Arvid Anderson, have praised this structure as representing the government, the employee, and the public,<sup>16</sup> the likelihood that the public interest will be adequately represented by the impartial members does not appear at all persuasive since they have no public constituency. Critics of the OCB, such as the City Club, fault it for just this absence of a public perspective. Contrasting the OCB to PERB, the City Club points out that

The major difference is that OCB accepts the concept of the primacy of the adversaries that is labor and management, while PERB assumes the primacy of the public interest. PERB consists of 3 members appointed by the governor with the advice and consent of the Senate from persons representative of the public!<sup>17</sup>

Horton, while praising the efficiency of the OCB, has taken a comparable stand:

In politics, [though] no decisions are neutral, however they are reached. Decisions may be made by tripartite panels or so-called impartial actors in formal or highly procedural settings, but the impact or consequence of the decisions always is to allocate valued things. Furthermore, in a political arena like municipal labor relations, where scarce public money is what is valued most, allocation always means reallocation, extracting money from one group and distributing it to another. From this perspective the effect of the OCB was clear; to increase the gains of organized civil servants in municipal labor relations. In the same way the OCB realized its formal mission of administrative fairness it realized its substantive or consequential mission of helping municipal unions win more from the city government.

By creating an administrative system for municipal labor relations that said, in effect, that the interests of city officials were no more legitimate than the interests of organized civil servants, the Lindsay administration again ceded power over city labor relations to others.<sup>18</sup>

Neutrality then is not enough. When the

public interest is effected in public employment, the structure of decision making should be stacked—stacked in favor of the public. A bipolar or neutral arrangement does not adequately acknowledge the special quality of public sector unionism as distinguished from private sector labor relations. The OCB has had a record of competence in resolving the disputes its legislative mandate requires.<sup>19</sup> A differently constituted board might have less success in conflict resolution in the short run, but in the long run might be less inclined to compromise the prerogatives of the city administration.

3. *Unions.* The third component of the collective bargaining structure in New York is the unions themselves. To the city they pose and embody a general problem of segmented identification which allows them to make extreme demands on the city's resources without reference to either the economic constraints alluded to above or to other social constraints which might be imposed by a smaller community.

Though, as yet we lack quantitative examination of the extent of this problem, observers of the city personnel structure have frequently alluded to the increasing sense of estrangement experienced by the municipal employee from both his employer and his clients—the urban public. Symbolic of this attitude was the title given by the Uniformed Firefighters Association of their work slowdown in 1971—"A withdrawal of Allegiance".

From this sense of estrangement, we may expect a consequent reduction in worker satisfaction and performance, coinciding with an unabashed willingness to extract settlements from the city which are insensitive to a balancing of public interests. The unionist, sometimes even beyond the demands of his leaders (as in the case of the Patrolmen's Benevolent Association [PBA] in 1971), appears to be concerned only with his own benefits without reference to social approval or public impact. Neither Dahl's notion of latent public opinion or slack as a curb to elite behavior<sup>20</sup> nor David

Human's theory of overlapping identifications,<sup>21</sup> appear to be relevant boundaries to the claims of militant municipal unionism.

There is no program solution to this problem. What is more, I have probably understated its seriousness by considering the union aspects of it in isolation. The view offered here of union separatism is only a segment of a pervasive quality of big cities—the failure of any overarching community identification to mitigate the demands of subgroups within that larger community.

While the general problem of unionist alienation may yield only to very long term and incremental progress, there are some specific characteristics of the union side of the collective bargaining structure which are more directly amenable to solution if they can be identified as issues to begin with.

*1. Proliferation of participants.* One of these problems is the sheer number of bargaining units and unions incorporated into the collective bargaining picture in New York. The OCB Board of Certification has, through a conscious policy, made considerable strides in the direction of reducing these numbers. In the period from 1968 to the end of 1972, it has succeeded in consolidating bargaining units from approximately 400 to 225.<sup>22</sup> However, the number of unions (about 85), bargaining units, and contracts is still large and lends itself to delaying tactics among the diverse parties—each one wanting to see what the other has gleaned from the city and seeking to equal or better the gain of others.

Admittedly, despite the proliferation of participants on the union side, a few unions represent the vast majority of city employees. District 37 of the American Federation of State, County, and Municipal Employees (AFSCME), for example, is estimated, through its various locals, to represent about 130,000 city workers. The United Federation of Teachers (UFT) represents 65,000. The other major unions are the Uniformed Firefighters (11,000),

the PBA (25,000), the Uniformed Sanitationmen's Association (10,000) and the Transit Workers Union (38,000).<sup>23</sup> Nonetheless, the large number of smaller unions, separate contracts, and overlapping jurisdictions (e.g., pensions are negotiated in different units than wages and other benefits) serves to obscure the total employment picture for the employee and certainly for the public.

*2. Rights of unions.* Of the wide range of rights and privileges which unions have gleaned from the city only the right to strike has attained the level of a public issue. In New York, as in almost all other public jurisdictions, this right is denied to the unionist and severe penalties are imposed against strikers.<sup>24</sup> In some ways, however, the argument about strike rights is irrelevant to the union's ability to use the strike threat in its bag of collective bargaining tools. Even in the absence of such a right, the union may elect to strike. Other rights which the unions have obtained are more controllable and equally debatable.

One such is the right of dues check-off which is performed by the city on behalf of the union. This practice has had unestimable impact on the growth of union power. While borrowed from the private sector, it is another issue which is of questionable propriety in the public domain. The city helps the union collect its funds, which the union in turn uses against the city, not only in the collective bargaining situation but also for purposes of political action. Certainly, if the city were to take so direct a role in the fund raising of other pressure groups we would find reason for concern. Yet, although the city checks off an estimated \$15 million in dues annually for the municipal unions, no ripples of public debate have been awakened.<sup>25</sup>

Another practice of potential issue proportions is the city's contribution to union welfare funds. Criticized by the N.Y. City Club,<sup>26</sup> this practice allows the unions to build up enormous funds which they may use on a discretionary basis. While the

funds are used for benefits, the city should create over welfare funds securing to the contractual settlement uses for payments to benefits from to at least

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funds are used for a wide range of member benefits, it is at least debatable whether the city should relinquish so much discretion over its resources. Contributions to welfare funds can be another way of obscuring to the public the full costs of contractual settlements. Some possible alternative uses for this money either by direct payments to employees or by increased benefits from the city to the worker ought to at least be considered.

#### Collective Bargaining Structure— the Missing Link

The principal gap in the institutional structure of municipal labor relations in New York City is a connecting link between it and the broader public. Theoretically, the mayor, as the publicly elected official responsible for the process, could serve in this capacity. In practice, the political survival perspective of the mayor has discouraged his assumption of this critical role. This mayoral posture makes it very difficult for the public to inform itself about its own stakes in the outcomes of collective bargaining or to register its views through the political process.

The gaps created by the absence of mayoral leadership in this area are not sufficiently compensated for by the composition or perspectives of any of the institutional participants we have described. Ideally, a fortification of public interest representation in labor relations should operate both at the political (mayoral) and at the institutional levels. Unless the mayor and other elected officials are willing to undertake the education of a countervailing public opinion which can balance against the claims of municipal unions, institutional changes in the bargaining structure are likely to yield only marginal gains for the public. With mayoral buttressing, certain structural changes could aid both the mayor and the public interest.

*1. Client Representation.* One such change, currently advocated by students in N.Y.C. institutions of higher education, is client representation in negotiations. Sitting even

in an advisory capacity, such representation could have a salutary effect on bargaining by emphasizing to the participants, the clients' stakes and preferences in contractual outcomes. Opening bargaining to a broader public opinion by communications between client representatives and their constituent publics could also serve to improve public information and awareness of the stakes of contract outcomes.

Serious objections may be raised to this proposal regarding:

1. The problems of selecting or certifying client representatives (especially, as in education where many factions can be expected to exist).

2. The difficulty of reaching settlements where additional parties are included.

3. The failure of the proposal to incorporate the interests of those, other than clients, who are affected by the allocation of scarce city resources through contract outcomes.

4. The possibility that such representation might further exacerbate the alienation between employees and the public they serve.

With regard to the first two objections, the problems raised, however imperfectly they are solved in the short run, would be worth the cost because of the net gain of revitalizing the sensitivity of the collective bargaining structure to outside perspectives. The third objection could be solved by the reintroduction of the mayor as an active force in the process and/or our recommendation below, for public interest representation. As to the fourth objection, I would suggest that employee-client relations might, in fact, be improved rather than worsened by the employee unions' need to "sell" their positions to their clients. Unions may hope to build alliances with their clients to strengthen themselves both politically and at the bargaining table.

*2. Public Interest Representative.* Another possible structural change would be to designate a general public interest representative, person or body, who would either have a voice in the negotiation phase

of bargaining or a place in the ratification process. Just as the union member has the opportunity to pass upon the agreements negotiated by his leaders, so, too, the public might gain an analogous role. Legislative ratification of contracts, one manner of implementing this proposal, is not recommended. A most obvious weakness is the fact the individual councilman (because of small constituencies and low voter interest) is even more vulnerable to political pressure from unions than is the mayor, and therefore even less likely to oppose union approved settlements.

In fact, given the public's as yet "un-raised consciousness" regarding union impacts, the designation of any elected official or body to perform this oversight function would probably founder on the unions' political strength. In the short run, at least, an appointed board chosen by the mayor from recognized interests and citizens groups in the community with proper staff support, could do the job. Perfect formulae for representation on this body are far less important than its mere existence which would encourage both parties to collective bargaining to take cognizance of possible public reactions to their proposals.

3. *The OCB and OLR.* A third set of proposals already alluded to above suggest changes in the composition of the existing OLR and OCB. With respect to the OLR, we have suggested strengthening its staff resources as well as supplementing them with mayoral outside appointees as city representatives for specific negotiations. We have also suggested improved consultation with the chief budget and personnel officials and incorporation of these persons into the negotiations format.

With respect to the OCB, it would ideally be desirable to weigh it more heavily in favor of public appointees, as the City Club and Horton critiques suggest. However, the OCB has achieved an apparently growing acceptability and credibility with labor which might be destroyed by the introduction of such an imbalance. A possible alternative solution might be to

allow public interest advocacy before the OCB in grievance, scope of bargaining and impasse procedures in a manner comparable to *amicus curiae* participation in the judicial process. While only a marginal alteration and suffering the weakness of reliance on private sector initiatives, it would at least be a first step in recognizing that bilateralism in public sector bargaining provides insufficient representation of the public interest.

### Summary and Conclusions

The arguments we have accumulated here are directed toward the goal of broadening public sector collective bargaining so as to recognize and represent the interests of publics thus far excluded from a bilateral negotiating pattern. We believe, perhaps optimistically, that the public is capable of more than just irritation at disrupted services. A mayor who is interested in doing so can, over a long run, raise the public's awareness of the way in which collective bargaining effects it. If this can be done successfully, the mayor will no longer have reason to be so reluctant to take a stand against union demands which he feels are detrimental to his policy goals. Once the mayor can feel more secure in this area, his ability to make an impact on all of the institutions of collective bargaining, and to make use of the suggestions we have offered, will be substantially augmented. For New York City, where the institutions and expectations for collective bargaining are already elaborate, bilateralism will die hard, if at all. For other municipalities, newer to these problems, New York's lesson may be helpful in formulating innovative patterns which incorporate the public in public employment decision making.

### Notes

1. Public Education as to the consequences of growing union power is also urged by the Economic Development Council of New York's just published study, "New York City's Public Sector Collective Bargaining," June 1, 1973, pp. 136-37.
2. For a thorough elaboration of this point see Harry H. Wellington and Ralph K. Winter,

- Jr., *The Union* Brookings, 1968.
3. Raym *Relations in* p. 94. These to whose wa pegged.
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5. *Ibid.*
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# UC Student Lobby—Clout with hamburgers and beer

A young University of California graduate, dressed neatly in suit and tie, carrying a briefcase, strode confidently last spring into the office of a state senator.

Announcing he was from the UC Student Lobby, he explained why UC students needed the senator's vote on amendment allowing them to participate in collective bargaining at the university.

The senator promised his support. One down and several more to go. The lobbyist, Jeff Hamerling, had to work fast. A major collective bargaining bill would be up for a committee vote in the morning.

Hamerling's efforts paid off. Over strong objections from organized labor and the bill's sponsors, the committee approved the amendment — and some members gave eloquent speeches praising students' concern about the way they are governed.

As lobby co-director, Hamerling represents the 18-year-old vote and a student constituency.

In a 1974 poll by the California Journal, 20 legislators ranked the lobby the 12th most influential of 675 lobbyists.

The students outpolled the university itself and the liquor lobbies and tied with the Bank of America, the Western Development Council, the Planning and Conservation League and the California Teachers Association.

The passage of Proposition 9, curtailing lobbyist spending, had little effect. Funded solely by students, the lobby never could afford to wine and dine legislators at elegant restaurants or make fat campaign contributions.

But at informal hamburger, spaghetti or chicken dinners, the students talk to legislators whereas previously no conversation occurred.

During the 60s, legislators talked of squelching student activism by putting wire fences around the campuses. The Mulford Act was passed, allowing UC officials to ban "disruptors" from university property. Tuition was introduced, with no corresponding increase in financial aid.

With the student lobby's birth in 1971, student education fees — which previously went to campus construction — began financing student financial aid, counseling programs and campus child care.

The state budget, reflecting students' powers of persuasion, increasingly has allocated more money to student services, minority student recruitment, and a program to let students evaluate their professors.

Sen. Robert Presley, D-Riverside, said the student lobby persuaded him last spring to vote for a bill repealing the Mulford Act.

"Had I not had a discussion with the lobby, I would have voted against the bill," he said. "The way it ended up, I not only voted for it, I spoke for it on the floor."

Assemblyman Lawrence Kapiloff, D-San Diego, said he likes to have a few beers with the student lobbyists after work.

"They're pretty mature kids," he said. "They're not loud, not brash, not demanding. They've learned the ropes."

Hamerling, 22, shares the lobbying work with three other UC graduates: Debbie Rowland, 24, Judy Samuelson, 23, and Sam Walton, 27.

The lobby operates on an annual \$80,000 budget funded by student education fees. The money pays salaries, office supplies and rent, transportation to the campuses and a \$12 monthly allotment for legislative dinners.

Rowland, as office manager, earns \$675 a month. The three co-directors, who do the actual lobbying, earn \$775 a month.

The student body presidents of the nine campuses act as the board of directors, hiring lobbyists for two-year terms and deciding which legislation to support.

The two-year limitation is intended to ensure that the lobbyists don't forget what it feels like to be students.

"It's difficult for a person who has been out of college 10 years to speak for students," said Linda Bond, one of the lobby's first co-directors and now a consultant to the Assembly Education Committee.

She said the lobby was created partly to reverse the poor image legislators had of students in the 60s and the resulting anti-student legislation.

"It was like a zoo up here," Bond said. "People were animals. At one time, there was even talk of reducing the university's budget to zero."

The lobby, however, did not immediately warn legislators to student concerns. By taking stands on everything from environmental issues to prison reform, the infant lobby angered conservative lawmakers.

"Conservative legislators warned the lobby to advocate only student-related issues if it wanted their votes," said Hamerling.

The lobby remained neutral last spring on two bills widely supported by students. One reduced penalties for marijuana, the other decriminalized certain sex acts between consenting adults.

"It wasn't easy remaining neutral on bills that so many students support," said Samuelson. "But supporting non-student bills would have threatened our credibility."

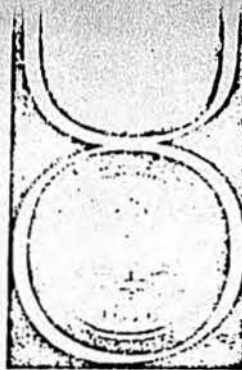
Assemblyman Robert Burke, R-Huntington Beach, said the lobby has shown the legislature that students can be open-minded and tolerant of others' viewpoints.

"In my opinion, there has been a pretty dramatic change in all students in the last 10 years," he said. "That change is displayed in the attitude of the student lobby."

"They're willing to listen to the conservatives, even if they don't always agree with them."

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UNIVERSITY OF OREGON



OFFICE OF  
THE PRESIDENT

EUGENE, OREGON 97403  
telephone (code 503) 686-3036

May 13, 1975

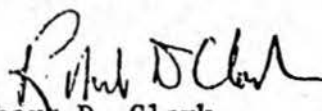
Mr. Robert Liberty  
ASUO President  
University of Oregon

Dear Robert:

I cannot, of course, comment specifically on the topic, "What formal role students will play in the bargaining process on this campus," but I can express my attitude toward student participation. We have had, as you said in your covering letter, a long struggle to include students in the important process of University government. We have made significant progress to the benefit not only of the students but the University generally. I have long been concerned that there be more effective involvement of students and have supported their efforts to achieve a significant role. It would be a pity to sacrifice the gains we have made.

I would hope that, if the University enters into a collective bargaining, a way could be found to include the students in the process. I know that is contrary to all traditions of collective bargaining. But the industrial model is not entirely appropriate for the University. We ought to create new modes of bargaining if we decide to enter into that formal process. The University has had such a long tradition of faculty participation in collegial governance that it will, I am sure, be sensitive to these values which now adhere to students as well as to faculty. I believe an effective model can be developed.

Very truly yours,

  
Robert D. Clark  
President

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

UNIVERSITY OF OREGON  
EUGENE, OREGON 97403

9 May 1975

Mr. Robert Liberty  
Associated Students—University of Oregon  
EUAU  
Campus

Dear Mr. Liberty,

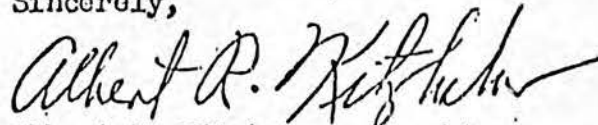
On behalf of the University of Oregon chapter of AAUP I can respond briefly and, I hope, reassuringly to your recent open letter addressed to us, the local OSEA and AFT chapters, and the University administration.

As you are aware, AAUP representatives testified earlier this week in favor of the revised draft of the bill that AOSL has had introduced in the current legislative session to assure student participation in the bargaining process. We would have opposed Section 2 of the bill because we thought it would not have proved workable. Perhaps AOSL withdrew this section for the same reason. But we strongly support Section 3, which will afford students access to both sides during negotiations. They will thus have the opportunity to keep fully informed and to bring their own views and recommendations to the attention of the negotiating parties on a regularized basis.

You may also know that the AAUP chapter membership has strongly endorsed a recommendation by an AAUP ad hoc committee on collective bargaining issues that we retain the present form of University governance, with students serving on committees, having membership in the Senate, and having the right of participation in meetings of the University faculty.

I hope that you will feel this reply constitutes a positive response to your letter, one that indicates our conviction that students should not be deprived of the recent gains they have made in affecting decision-making in the University, or in any way be victimized either through intent or default.

Sincerely,

  
Albert R. Kitzhaber, President  
University of Oregon Chapter, AAUP

A.M.U. READING FILE

RECENT MATERIAL ON AMU:

Dellenback testifying before Postsecondary Commission  
2-6-76/Memo re. options on AMU (#25)

Notes on February 25 meeting with Dr. Romesburg & Dellenbach

Havelock's Summary Survey on Options for AMU-February 76

Letter from Warwick of 2-20-76 re. current certification of AMU

Current statistics & roster on AMU- 2/9/76

Letter of 2-25-76 from Frost to Parr re. "Interim Report for  
Reaffirmation of Accreditation"-October 75

U/A Anchorage Newsletter of 1-20-76

GENERAL INFORMATION:

Brief history of AMU; Anchorage Times, March 75

AMU Bulletin-January 76

Courses offered at AMU & U/A Anchorage

Letter of 2-9-76 from Jannette Brocks re. student enrollment,  
faculty salary schedule, tuition costs, budget, etc.

Curriculum notes (liberal arts & nursing) November 75

Statement of current funds & expenses- June 75

Recruiting activities 1975-76

Alternate educational programs of AMU

STATE & FEDERAL SUPPORT OF PRIVATE EDUCATION:

State Perspectives on the Future of Private Education, by Dr.  
Richard Millard

States & Private Higher Education, by Dr. Millard, 1975

State Support of Private Higher Education Contractual  
Arrangements as of January 1975

Paying the Bill for College, the Private Sector and Public  
Interest; Atlantic 1975 by John Silber

MCLEAN REPORTS: 71-72 through 75-76

LETTERS, MEMORANDUMS, ETC. CONCERNING AMU TRANSFER:

Option agreement-June 5, 1975

Memorandum of Agreement (Between U/A & AMU)-April 1975

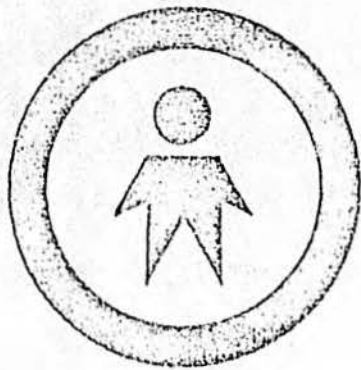
Final recommendation-AMU/UA Task Force on Personnel & Programs  
April 1975

Letter of 5-15-75 of John Picton re. AMU purchase and the future  
of private education

Letter of 1-2-75 of Alaska Nurses Association re. support  
of continued nursing program within the state

Memorandum-"Rationale for Option to Purchase and for Continued  
Operation of AMU

Restated articles of incorporations of AMU- 1975



# Student Assessment

STATUS REPORT  
ALASKA STATEWIDE STUDENT ASSESSMENT  
PROGRAM

Office of Planning and Research  
Alaska Department of Education  
Pouch F, State Office Building  
Juneau, Alaska 99811  
October, 1975

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## PURPOSE FOR THE PROGRAM

Assessment programs in other states have typically resulted only in the development of one test for use on a statewide basis. However, educators in Alaska believed an assessment program should do more than just develop another test. It was decided that our program should make it possible to integrate desirable features into a total system of instructional support - without prescribing a statewide curriculum.

The problem of how to build a system which was useful, while avoiding establishment of a state curriculum, and still provide instructional support was resolved by adopting the concept of individualized instruction as the criterion for the program. In subsequent examination of several models for individualizing instruction, it was learned that key elements are:

1. Provision for student pacing of instruction;
2. Adequate teaching and learning materials;
3. An instructional management procedure which would not over-burden teachers; and
4. Participation in decision processes by all who used the system.

The major developmental concern then became one of how best to insure that these elements were provided - in an environment where students, teachers, school districts, and local citizens could select from among the greatest number of alternatives. Several possible solutions to this problem were considered, including:

1. Lowering teacher-student ratios;
2. Establishment of geographic educational centers;
3. Increasing the level of funding; and
4. Transporting students to selected schools.

However, each of these alternatives had been attempted - in some form - and proven inadequate.

An alternative considered, and finally adopted, was to coordinate the use of a wide range of innovations which had proven effective. In subsequent meetings between Alaskan educators and staff from the Office of Planning and Research, the design of this alternative was initiated.

Among the more important decisions made during these early meetings were:

1. Local districts must retain decision authority for program content and curriculum structure;
2. Local districts must be allowed to participate to the extent they perceive as beneficial;
3. Different types of student data are required to support several "levels" of decisions to be made;
4. Alternatives which mandate conformity of programs statewide will not be considered; and
5. The primary focus must be to increase the number of program options available to students in the schools of the state.

In effect, these decisions meant that Alaska will have an instructionally oriented assessment system. It will not be designed to assess teachers or administrators in their efforts to provide Alaskan students with a quality education.

#### PROGRAM ELEMENTS

The program which emerged from these early planning activities is very ambitious - but totally feasible. Components of the program include:

1. A Testing System: Three types of information will be provided. These are: (a) diagnostic information about each student's strengths and/or deficiencies; (b) information about student performance for schools and/or school districts; and (c) information about students' achievement on a statewide basis.
2. Instructional Resources: A network of resource centers will be provided which is designed to satisfy the idiosyncratic needs of students, teachers, and administrators in an environment where the needs of each student are systematically addressed;
3. Staff Development: A training program will be made available which will enable teachers, administrators, and students to learn how to use the system - while they use it;
4. Program Operations: A management model will be implemented which (a) insures that all educators are provided an opportunity to participate; (b) focuses expenditure

of available resources upon the major area of concern - student outcomes; and (c) coordinates a diverse range of activities and services to achieve maximum benefit;

5. Communications: Implementation of a communication capability which facilitates use of the system by all educators - even in the most remote areas - and which makes the total system feasible.
6. Alternative Instructional Models: The major design problem in this element is to assist teachers in remote areas provide a quality education for their students. The intent will be to employ various strategies for individualizing student learning programs - without adding extra work for already over-burdened teachers and administrators. This element will be difficult to develop - as it must not restrict the options available to students and teachers while remaining within the support capabilities of the Department of Education.

Each of these elements are in different developmental stages. The most significant progress has been made in the testing system, which will provide critical data for development of each of the other elements.

#### THE TESTING SYSTEM

The basic components of this element are: (1) specification of outcomes; (2) diagnosis of learning status; and (3) prescription and remediation.

Specification of Learning Outcomes: During the summer and fall of 1975, two groups of educators who were experts in reading and mathematics began establishing learning objectives for use in the testing system. These objectives, after a careful review by the panels and selected educators from across the State, will serve as the criteria for each of three different types of tests: diagnostic tests, mastery tests, and achievement tests.

When a complete set of objectives has been validated in a given content area by Alaskan educators, they will be made available for use as student learning criteria. Catalogs of these objectives will be available from which teachers and administrators can select those which they feel are appropriate to their situation.

Operationally, this means that Alaskan educators determine the content of tests employed by prescribing what objectives and test items are included in respective banks. Teachers will be able to diagnose each student's level of performance, at any time, by selecting objectives which are congruent with the content of their programs. They will also have the option to select from among several alternative test items including, where possible, alternative response forms.

Additionally, teachers will be able to score diagnostic tests themselves or send tests to a central point for machine scoring. In this way, teachers will be able to control the amount of time which elapses between testing and availability of test data.

Administrators and curriculum specialists will have available to them several tests constructed from objectives contained within the bank. Objectives used for structuring these tests will be selected by Alaskan specialists in each content area. These tests will be used for curriculum planning and development; for conducting school and/or district need studies; for identification of necessary resources; and for many other forms of educational planning.

Achievement testing on a statewide basis will also be based upon the Alaska Objectives and Item Bank (AOIB). This test will be administered each spring to a very carefully selected sample of students. Data provided will describe student performance, on a statewide basis, on objectives which Alaskan educators feel are important.

Diagnosis of Student Learning: While each type of test will provide diagnostic information of a particular type, each is designed to serve a different purpose. Because calling all three tests "diagnostic" would be confusing, we elected to name them: (1) diagnostic; (2) mastery; and (3) achievement. This provides a convenient means to differentiate between the different purposes for each.

The testing system will ultimately result in establishment of data bases at each of three critical levels; the classroom, school or district, and state. As a result of the testing system, educators at each level will have available student data upon which to base decisions.

Prescription and Remediation: Several program components focus upon this element. For example, many teachers do not have available the necessary resources to conduct the instruction a diagnostic test indicated was necessary. It is our intent, through a statewide dissemination system, to make a broad range of resources available to each teacher.

In all likelihood, there are educators who do not know how to use test data for these purposes. It is also our intent to provide the necessary training to alleviate this problem.

Also emergent from the testing system will be a procedure for cataloging validated instructional units for objectives included within the AOIB. When this function becomes operational, teachers will be able to select from a continually increasing number of instructional alternatives - without having to do all the planning themselves. In effect, this function will eliminate the need for each teacher to "re-invent the wheel."

Perhaps the most important factor, relative to prescription and remediation, is that teachers and local districts will be free to determine which learning outcomes are most important in their situation and obtain tests which measure those outcomes. In this respect, the Alaska Assessment System is unique - it has been designed by Alaskan educators to satisfy needs existent in Alaska. Perhaps even more importantly, it provides the means to measure what is valued.

#### PROGRAM STATUS

Throughout the history of the Assessment Program, it has been felt important for Alaskan educators to develop a program to satisfy the unique conditions which exist in the State. These include not only cultural variance within the student population, but also perceptions of different groups about the best, or desired, educational program.

Consequently, the program has been considered developmental in nature. This means that different procedures are employed to ensure all components are continually tested - in school settings - and revised as necessary and appropriate.

The need for widespread participation led to the formation of several educator groups who have actively participated in both design and developmental activities. Coordination of their work has been accomplished by staff from the Office of Planning and Research in the Department of Education.

Participants: Educators who have been involved include a Development Team and two Content Boards. Soon to be added are a Policy Board, Training Board, and appointed District Representatives. The role and activities of each group are described below:

Development Team: Comprised of teacher and administrator representative from 12 school districts throughout the State. They have been responsible for the conceptual structure of the program and establishment of design parameters for testing, data processing, and data utilization.

Content Boards: Two content boards, one each in reading and computational skills, have been formed. They have completed a review of some objectives and test items and are currently in the process of reviewing others. Membership on these boards was based upon recommendations received from various educators throughout the State. It is generally recognized that persons serving on these boards represent the greatest expertise in Alaska in their respective content areas.

Policy Board: We are in the process of forming this group with expected representation to include teacher professional groups, school administrators, school boards, and other concerned groups.

Training Board: The Development Team has been formulating a list of competencies which they believe teachers and others will need in order to obtain maximum benefit from the program. They are also considering alternatives for a Training Board role. Decisions related to each of these, and board membership, will be made in the immediate future.

District Representatives: Because the program is totally committed to the belief that Alaskan educators must be involved in the design of the program, many activities are field-based. For example, we will ask many people to review objectives and test items for such things as relevance to their program, comprehensiveness of the collections, sensitivity to language, etc.

It became apparent, early on, that we would need assistance from the districts if the desired level of review was to obtain. Consequently a decision was made to ask each district to appoint one person who could serve as the district contact. This request will be made in the near future.

District representatives will assist in development of program components by distributing instruments, and objective collections; by explaining the program to their colleagues; and at a later date by conducting training, suggesting resources for teacher use, etc.

Technical Assistance: The state was fortunate to secure the services of the Northwest Regional Educational Laboratory as prime contractor for development of the AOB. They have been heavily involved in other assessment programs and consequently bring a great deal of expertise to our program.

Under the current contract, the NWREL has developed objective collections for reading and computational skills. They have also developed test items for each objective; began a design for computer storage and retrieval of objectives and test items; and initiated the design of procedures to cross reference instructional materials to objectives.

Key Decisions: A number of important decisions have been made relative to the design, development and operation of the system. Included are the following:

- (a) Achievement testing on a statewide basis will be done during the spring of each academic year in grades 4 and 8;
- (b) Test items used for statewide achievement testing will be secure, i.e., they will not be available for other test purposes.

- (c) All schools in the state will be requested to participate in the sample design for statewide testing (necessary to insure generalizability of data);
- (d) Norms for the statewide achievement test will be established;
- (e) Upon the request of local districts, the D.O.E. will assist in the establishment of local norms;
- (f) Districts may construct parallel forms of the statewide achievement test;
- (g) Security measures will be employed which will prevent unauthorized use of test data, i.e., to prevent inappropriate comparisons between teachers, schools, and districts;
- (h) Reporting procedures will be designed to ensure data being of maximum usefulness. This may include technical assistance for interpretation; special reporting procedures and formats, etc;
- (i) The D.O.E. will provide all funds necessary for statewide achievement testing;
- (j) The D.O.E. will fund development of the total system; including such activities as board participation, field reviews, test item development, and computer programming;

There are still many important decisions to be made when more information is available. For example:

- (a) How will schools or districts participate in the diagnostic and mastery testing components?
- (b) What quality of graphics is necessary in the tests? And how will that level be achieved?
- (c) Can objectives be placed on a continuum? And if so, how does that continuum relate to the present grade structure of our schools?
- (d) What funding arrangement will best satisfy the data needs of teachers and districts?
- (e) In what ways should the testing system be expanded? (i.e., social studies; language arts; science; etc.).
- (f) In what ways should the D.O.E. support the system to ensure maximum benefit for teachers and others?

We will be contacting many of you seeking information and opinions, which will support making these decisions.

Product Time-Line: A partial listing of products to derive from both our contract with the NWREL and D.O.E. studies is shown below:

<u>Expected Completion Date</u>	<u>Product/Event Description</u>
completed	Content Board established
completed	Math Content Blueprint
10 October 1975	Content Board approval of field review for math objectives and test items
1 Nov. - Dec. 1975	Field review of objectives
1 December 1975	District Representatives appointed
15 December 1975	Reading Content Board review of objectives
15 November 1975	User decision information needs identified
5 January 1976	Objective Directory for Math
5 January 1976	Training program initiated by D.O.E.
10 January 1976	Reporting procedures and forms for diagnostic and mastery testing completed.
15 January 1976	Design for resource base completed
1 February 1976	A.O.I.B. Cross-referenced to instructional materials
1 March 1976	Pilot trial of achievement and testing program
15 April 1976	Scoring procedures designed and tested
15 April 1976	Prototype system operational
15 May 1976	Norms established on statewide achievement test.

<u>Expected Completion Date</u>	<u>Product/Event Description</u>
30 June 1976	Test item characteristics established
30 June 1976	Annual review of A.O.I.B. completed

As in most developmental projects, these dates are subject to revision as more precise information becomes available and/or revisions in proposed components are found to be necessary.

Continuing Program Development: The nature and amount of participation requested from Alaskan educators will increase as the program moves closer to becoming operational. As pointed out, the program is being designed by Alaskan educators to improve the quality of Alaskan education. This fact is clearly evident in assumptions which have served to structure the conceptual framework and developmental activities. Included among these are:

- (a) Educators in Alaska are concerned enough about improving programs to make significant changes;
- (b) Conditions in Alaska are sufficiently unique that traditional instructional delivery models are inappropriate - when quality education is the goal;
- (c) Widespread participation by potential users in the design and operation of any system is necessary if the system is to be of maximum benefit;
- (d) Factors such as economic diversity, population mobility, and changing technologies will require that greater emphasis be placed upon development of individual student capabilities;
- (e) People will be most satisfied with - and consequently derive the greatest benefit from - programs which allow them to satisfy their own perceptions of "necessary and sufficient" educational experiences;
- (f) The use of contemporary technology can simultaneously increase the effectiveness and reduce the cost of education;
- (g) It is technically feasible to provide a full, rich education in remote areas;
- (h) Support services can be provided which will allow each teacher to provide special learning experiences for each student - without a disproportionate increase in the amount of work required;

- (i) Centralized instructional support services do not require adoption by local districts of a prescribed curriculum or instructional model; and
- (j) A comprehensive communication system, in which rates are not distance-dependent, will become a reality in Alaska.

Persons who have actively participated in development of the program are listed on the attached pages. Feel free to contact them about their activities. If you have specific questions and/or concerns about the Assessment Program, you are urged to contact:

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