

Innovative Approaches to Bargaining

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Faculty bargaining agents dealt with a full plate during the past decade. The traditional challenges persisted: ensuring professional pay for professional work—pay that kept pace with cost of living increases—and retaining hard-earned benefits, such as health care, as management sought to reduce costs. Agents also protected faculty jobs, as management tried to lay off tenured and non-tenured professors.

But bargaining agents for faculty also confronted new challenges. Academic managers—seeking to maximize revenues from faculty work—systematically restructured higher education institutions and the conditions of faculty work.¹ Increased use of part-time faculty—few contingent workers had bargaining units to protect their working conditions or financial interests—threatened the future of academic work as a full-time career. Managers developed distance education curricula, often exempt from collective bargaining agreements and taught by contingent faculty. Increased use of instructional technology gave managers greater control over curriculum and pedagogy—the products of faculty's intellectual labor.

Managerial restructuring of higher education was part of an assault on public institutions. In health care, public criticism of access, costs, and quality of care led, ironically, to the growth of for-profit health maintenance organizations. Privatizing educational services began on the elementary and secondary levels, with vouchers, charter schools, and corporate takeovers of public systems. Criticism then turned to public higher education; states reduced financial support, which in turn accelerated privatization.² Public colleges and universities sought to reduce costs and generate new revenues by hiring more part-time and contingent faculty at sub-professional wages, investing in instructional technology to reduce faculty labor costs in delivering curriculum, and capitalizing on the intellectual products created by faculty labor.

This chapter suggests innovative approaches to bargaining that address these new challenges. First, we look at residuals—a strategy used by arts and entertainment unions in negotiating intellectual property rights for contingent workers. We then examine the use of interest-based bargaining (IBB) by faculty negotiating teams to negotiate exemplary con-

tractual language for instructional technology and intellectual property.

NEGOTIATING INTELLECTUAL PROPERTY: RESIDUALS

Virtually all entertainment industry employees are contingent workers. Performer efforts to negotiate intellectual property rights and to confront new technological developments foreshadow challenges facing faculty members. Faculty, like performers, must protect the rights to their creative works and their classroom “performances,” for example. Residuals—a key strategy—permit contingent workers in the entertainment industry to claim revenues generated by their work. Can this strategy work for faculty as well?

Copyright law protects written works, including books and musical compositions, but it does not protect “performers’ rights” in recorded music or speech. Before the emergence of audio recording, performers were paid for their live performances; no one worried about protecting performers’ rights and about royalties attendant to performances.

Extensions of copyright law to include performances on film or tape were not forthcoming when technology permitted repeated performances at distances from the original performance. Performers then turned to unions to secure their rights. Monies negotiated by the American Federation of Musicians—one of the first unions to fight for performers’ rights—went into a union trust fund, not to individual performers. The fund then hired performers adversely affected by the use of recorded music. Paying “residuals” for repeated use of performances began in 1941, when the Transcription Code of the American Federation of Radio Artists required that performers receive their original compensation for each replay of a program they recorded.

Popularization of television in the 1950s intensified the struggle over residuals. Television—a new and ideal market for motion picture distributors—required no new production costs. Networks replayed movies without compensating the actors until the Screen Actors Guild and the Writer’s Guild of America engaged in strikes and other labor conflicts that resulted in negotiated residuals payments.

Let’s distinguish residuals from royalties. Royalties—embedded in copyright law—go to

the creator. Residuals, in contrast, are a form of “profit sharing,” a derivative right. The amount paid to creators is negotiated from the owner of the work—producers and production companies in the case of the entertainment industry. Several payment mechanisms are common. The International Alliance of Theatrical and Stage Employees has a collective payment plan—residuals go to its pension plan and to a union-maintained health and welfare fund. The Screen Actors Guild uses a combination of collective and individual payments. Producers pay a lump sum to the union, which disperses funds to individuals through a point system. The number of points is proportionate to the number of days a person worked on the project—a cap favors lower-paid members. Some agreements require direct payments to writers or directors, though producers retain ownership. Unions for writers, actors, and directors negotiate minimum payments. Agents then negotiate individual contracts that pay above the minimums. The provisions for residuals in these contracts more closely resemble payments for the repeated use of intellectual property than for profit sharing.

Faculty members can use a similar strategy to share in the profits generated by repeated use of their teaching “performances.” The predominance of contingent workers in the entertainment industry suggests the applicability of the practice to contingent faculty members. Profit-sharing is critical, given the growth in part-time faculty and the small proportion of contingents covered by collective bargaining. Colleges and universities could pay into an insurance pool covering the health and retirement benefits of part-time faculty members working on several campuses. The size of payments would depend on the number of classes taught.

Residuals provide for payment for repeated use of a performance, but faculty are interested in more than reaping the benefits of their labor. Faculty also want to maintain quality by owning and controlling the use of their intellectual property—an issue separate from residuals. Can someone who may not teach the course appropriately utilize my tape or materials? Can I insist that the college cease to use my tape of my “performance” if new discoveries outdate the “facts” discussed in a science course, or if new methods emerge for teaching a subject? These issues have no analogue in the

entertainer's world, where old performances can maintain their artistic integrity over time.

Professors and performers are personally invested in their work and in the products of their labor:

What all the members—big and small alike—have in common is the desire and need to protect their property. There is a special name for the kind of property we create and own: intellectual property. It comes out of our minds and hearts. We don't make it in a factory or with tools in a shop or on a computer or in an office on the phone, but we make it just the same. It is our individual way of expressing how we feel. Believe me, there are few things in life as personal as creating a work of art.³

Faculty investment in intellectual products thus goes well beyond economic terms. Collective bargaining experiences, noted in the next section, suggest the relative strength of faculty members: Unlike entertainers, faculty may be able to retain control over quality.

INTEREST-BASED BARGAINING

How does a union negotiating team secure exemplary language regarding distance education and intellectual property? That is the question we asked two faculty negotiators—Steve Robinson, Mott Community College, Flint, Michigan, and Mark Shutes, Youngstown State University, Youngstown, Ohio—who have successfully used IBB. The bargaining process each used differed significantly. Neither contract defined the structure, composition, and province of IBB. The choice to use IBB and the choice of which model to use and for what issues were matters determined jointly and consensually by the faculty and management bargaining teams.

Mott's negotiators used traditional bargaining for "bread and butter" issues and reserved IBB for issues that the bargaining teams agreed to table. Management and union representatives, together with a facilitator, formed a problem-solving committee that addressed intellectual property rights for courseware and distance learning courses. Both bargaining teams agreed to give "due deference" to committee recommendations, formulated over 16 months. The union also put

the recommendations to the contract election process.

Bargainers at Youngstown used IBB throughout contract negotiations. Management and union bargaining teams took turns chairing meetings and keeping minutes and called in a neutral facilitator only once after the first few meetings. The entire contract took four to five months to negotiate; intellectual property was the last issue addressed.

Robinson and Shutes emphasized the attractions of IBB for negotiating complex issues, such as intellectual property rights, that required extended expert discussions. "I don't think it [the language they negotiated] would ever have been possible without IBB," noted Robinson. Shutes agreed: "Everyone is working for the best benefit of the university, instead of arguing over every little item. With IBB this kind of issue can be handled more easily." Robinson and Shutes also noted the salutary atmosphere of interest-based negotiations; management and union "really functioned as a group"; "there was good chemistry."

But using IBB did not guarantee success. Robinson and Shutes credited specific negotiators for many accomplishments. A senior academic administrator at Mott was a former faculty union president who introduced collaborative, problem-solving language into the contract. The IBB team included two well-versed Mott faculty members and the dean of technology, all of whom understood the issues and faculty needs and were committed to negotiating a good agreement that would enable the expansion of distance education. Efforts to pursue IBB had failed in two prior rounds of contract negotiations at Youngstown, but the faculty team included new negotiators committed to IBB. The Youngstown administration team included several respected department chairs and a senior administrator who heard presentations on the costs of distance education at an NEA higher education conference.

At Mott and Youngstown, faculty bargainers drew upon the intellectual resources of local and national unions, which enabled them to take the initiative consistently. Both faculty teams, Robinson and Shutes noted, offered ideas and contract language acquired through attending conferences, scanning Web sites, and discussing issues with NEA experts and faculty negotiators at other colleges. Sending rep-

representatives to conferences and conducting research and analysis—the expertise of faculty members—enabled union negotiators to educate and persuade management.

Mott and Youngstown faculty negotiators also benefited from the economic and political power of their colleagues. To expand distance learning, noted Shutes, management “needed to get faculty to do more of it, and I think the administration realized they needed a happy faculty if a significant number were to get involved.” “It was in the administration’s interest to provide faculty with an incentive to engage in more such activity,” Robinson noted. “That gives faculty negotiators a type of leverage.”

Faculty members at both colleges also used direct political leverage to strengthen their claims to intellectual property. A well-respected faculty member sued Mott over ownership of a distance education course. The lawsuit, though not rancorous, may have encouraged the administration to negotiate. At Youngstown, the faculty had successfully negotiated a key clause—limiting the college to three experimental distance education courses a year—in a previous contract. This clause gave faculty negotiators leverage when the administration desired to expand this activity.

Both colleges created new articles covering distance education and intellectual property. The clauses on ownership and control of intellectual property—issues of greatest faculty concern at Mott and Youngstown—could serve as benchmarks for other faculty negotiators.⁴ “The most important language covered a deeply-held conviction,” Robinson said, “It was to retain ownership.”

We have had since the 1960s a clause that said, anything created by the faculty is the faculty’s property....So the new language really protects that. It protects the intellectual property and the content of the course....We came to the table saying, we own it. The story we told was, a faculty member’s ideas are their own....they are all that we have. Since the classical era, our ideas have been ours.

What if a faculty member used significant university resources to create intellectual property—a key issue in many contracts? At Youngstown, Shutes noted, the contract pre-

served faculty ownership unless the intellectual property is a work for hire. The detailed, restrictive definition of “significant use” of university resources—“extensive, non-reimbursed” use, for example—in Youngstown’s contract is unusual in articles covering intellectual property.

The ownership involves the use of the property, a significant issue in distance education. Faculty want control over course materials, but managers want the flexibility to offer the course, even if the faculty member is on sabbatical or opposes its use. How did the negotiators resolve this conflict? “We persuaded them that this is different than in a regular course,” noted Robinson. “In a regular course, if someone else offers it, and even if they botch it, it doesn’t affect you personally.” But, he added, “Distance education is different. You put a lot more into a distance course. Your face is on it. Your name is on it. So we came up with a process to resolve any differences regarding use.”

The Mott contract affords the creating faculty member control over assigning the course to another faculty member, and over revising and replacing the course. Management-faculty disagreements are referred to a Distance Learning Advisory Committee:

Assigned Use Agreements.

- **Assignment.** Assignment of a distance learning course to an MCC faculty member other than the creator will be mutually determined by the Creating Faculty Member, his/her Immediate Supervisor, and the Dean of Educational Technology. Should they disagree about the assignment, the matter will be referred to the CPSC’s [College Professional Study Committee, MCC’s senate] Distance Learning Advisory Subcommittee (DLAC). The decision of the DLAC shall be final and binding....
- **Assigned Use Agreement.** An Assigned Use Agreement shall a) specify the obligations of the assigned faculty member to protect the integrity of the distance learning Courseware Package, b) define what elements of the Courseware Package must be used, c) prohibit modification of any of the defined elements by the assigned faculty member without the concurrence of the Creating Faculty Member, d) specify the con-

sulting duties of the Creating Faculty Member. Signatories to the Agreement shall be the Creating Faculty Member, the assigned faculty member and his/her immediate supervisor, and the Dean of Educational Technology.

At Youngstown, a joint union-management committee reviews special contracts signed by faculty members who engage in distance education. "The language gives us complete control over distance learning," Shutes noted.

The contract articles covering intellectual property included the revenue shares accorded the faculty member and the college from the proceeds of distance education. The Mott contract provided for a 60/40 split, favoring the faculty member. Youngstown faculty members received a more favorable split for distance education. A sliding scale for joint efforts and for works for hire gave faculty members 90 percent up to \$50,000, and 75 percent after \$50,000. The split was 50/50 for patents after \$100,000; the university owned products of joint efforts.

The division of revenues, noted Robinson, was not the principal issue for Mott faculty:

I don't think revenue is the big issue. I hope not anyway. These courses are being developed to fit the needs of our students. Not for markets, or for making profits. I guess we are competing in some sense with some big private companies. But the courses should be geared to our students. Our first priority is our students, not to compete in markets....That's management's view as well, thankfully, at least at the present. But we'll keep an eye on that. We're in the education business to help students. To help them improve their lives. The minute you get into making a profit, to competing in the market, then you almost change yourself into something you are not.

The union, Robinson added, must keep an eye out to ensure that faculty shares were not eroded in subsequent contract negotiations. Shutes, too, emphasized that the union would

probably have to fight to protect the shares it negotiated in the current contract.

CONCLUSION

Negotiators have much to learn from innovative approaches to bargaining, such as applying the concept of residuals, or adopting IBB to secure favorable contract language. Research conducted by faculty negotiators can educate management about the realities of distance education and intellectual property even before the negotiation process begins. Distance education and intellectual property were not central contractual features for most faculty members at Mott and Youngstown. But the faculty teams invested time and effort to understand disputed matters and drew on the expertise of colleagues. The results: strengthened bargaining positions and favorable contract language. Anticipating key issues accords faculty members greater stewardship over the health of the institution and the union and enhances their professional development.

At stake, in traditional bargaining or in IBB, are power and control over resources and work. Knowledge and ability give faculty members considerable leverage, especially when unions build on past contracts that delimit the desired activity.

Colleges constantly seek to generate and capture new revenues from their employees in an era of "academic capitalism" and "managed professionals." Faculty members should recognize that others would cast us into the role of producers for the marketplace. But this transformation need not occur. We protect ourselves by protecting the integrity of our educational work.

NOTES

¹ Rhoades, 1998.

² Slaughter and Leslie, 1997.

³ Galdston, 1997.

⁴ The contracts are on line at www.mccea.org (Mott Community College) and www.cboss.com/ysuocea/9902.pdf (Youngstown State University).

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APPENDIX

NEA Higher Education Bargaining Units

The following list of NEA higher education collective bargaining units is based on a report form developed and published by the National Center for the Study of Collective Bargaining in Higher Education and the Professions. Information has been supplemented by NEA staff.

Institution/ System	Unit Size	Year Elected	2-Yr. 4-Yr.	# of Campuses
Adirondack Comm. College, NY	81	85	2	1
Adirondack Comm. College/Clerical, NY	68	...	2	1
Adrian College, MI	67	75	4	1
Albion College/ESP, MI	121	...	4	1
Allen County Community College, KS	55	...	2	1
Alpena Comm. College, MI	54	65	2	1
Alpena Comm. College/ESP, MI	24	98	2	1
Atlantic Comm. College, NJ	80	68	2	1
Atlantic Comm. College/Admin., NJ	25	...	2	1
Atlantic Comm. College/Support, NJ	145	...	2	1
Baker College of Flint, MI	41	78	2/4	1
Barstow College, CA	117	79	2	1
Bay de Noc Comm. College, MI	44	73	2	1
Beaver County, Comm. College of, PA	60	73	2	1
Beaver County, Comm. College of/Clerical, PA	55	...	2	1
Bellevue Comm. College, WA	482	72	2	1
Bellingham Tech. College, WA	45	...	2	1
Bergen Comm. College, NJ	276	68	2	1
Bergen Comm. College/Admin., NJ	8	...	2	1
Bergen Comm. College/AP, NJ	35	...	2	1
Big Bend Comm. College, WA	50	80	2	1
Black Hawk College Quad Campus, IL	10	92	2	1
Black Hawk Tech. College/Support, WI	55	...	2	1
Blue Mountain Comm. College, OR	77	75	2	1
Brevard Comm. College, FL	235	81	2	4
Brookdale Comm. College, NJ	206	71	2	1
Brookdale Comm. College/Admin., NJ	120	...	2	1
Brookdale Comm. College/Support, NJ	364	...	2	1
Broome Comm. College, NY	397	79	2	1
Broome Comm. College/Clerical, NY	78	...	2	1
Broome Comm. College/Maintenance, NY	43	...	2	1
Broward Comm. College, FL	330	83	2	4
Burlington County College, NJ	80	70	2	1
Burlington County College/Support, NJ	129	...	2	1
Butler County Comm. College, KS	112	71	2	1
Butler County Comm. College, PA	137	92	2	1
Butler County Comm. College/Clerical, PA	38	...	2	1
Butte College, CA	175	78	2	1
California State University System, CA	18,400	82	4	22

Institution/ System	Unit Size	Year Elected	2-Yr. 4-Yr.	# of Campuses
Camden County College, NJ	113	80	2	1
Camden County College/Admin., NJ	115	...	2	1
Carl Sandburg College, IL	140	75	2	2
Cayuga County Comm. College, NY	72	78	2	1
Central Comm. College, NE	132	85	2	3
Central Michigan University, MI	595	77	4	1
Central Michigan University/Tech., MI	112	...	4	1
Chaffey Comm. College, CA	525	80	2	1
Chemeketa Comm. College, OR	225	74	2	1
Chemeketa Comm. College/Adjunct, OR	320	84	2	1
Chipola Junior College, FL	70	76	2	1
Chippewa Valley Tech. College, WI	210	85	2	4
Citrus College, CA	359	76	2	1
Clackamas Comm. College, OR	152	75	2	3
Clackamas Comm. College/Adjunct, OR	368	86	2	3
Clackamas Comm. College/Staff, OR	134	83	2	1
Clark College, WA	490	74	2	1
Clatsop Comm. College, OR	40	75	2	1
Clatsop Comm. College/Support, OR	134	75	2	1
Cloud County Comm. College, KS	48	70	2	1
Coast Comm. College Dist./Adjunct, CA	1,232	79	2	3
Colby Community College, KS	151	88	2	1
College of the Sequoias, CA	142	76	2	1
College of the Siskiyous, CA	38	...	2	1
Columbia College/Part-Time Faculty, IL	800	97	4	1
Columbia Basin Comm. College, WA	27	72	2	2
Columbia-Greene Comm. College, NY	49	79	2	1
County College of Morris, NJ	192	75	2	1
County College of Morris/Support, NJ	180	...	2	1
Cowley County Comm. College, KS	42	69	2	1
Cumberland County College, NJ	48	68	2	1
Cumberland County College/Support, NJ	32	...	2	1
Cumberland County College/Tech., NJ	23	...	2	1
Danville Area Comm. College, IL	69	83	2	1
Danville Area Comm. College/Staff, IL	65	83	2	1
Delaware County Comm. College, PA	100	74	2	1
Des Moines Area Comm. College, IA	270	76	2	5
Des Moines Area Comm. College/Support, IA	179	...	2	5
Desert Comm. College, CA	122	88	2	1
Detroit College of Business, MI	35	73	4	1
Detroit/Mercy, University of, MI	219	75	4	1
Detroit/Mercy, University of/Clerical, MI	65	...	4	1
District of Columbia, University of, DC	430	75	4	2
Dodge City Comm. College, KS	55	91	2	1
DuPage, College of, IL	330	89	2	1

Institution/ System	Unit Size	Year Elected	2-Yr. 4-Yr.	# of Campuses
Dutchess Comm. College, NY	200	87	2	1
Dutchess Comm. College/Adjunct, NY	270	87	2	1
Eastern Iowa Comm. College, IA	148	75	2	3
Eastern Washington Univ., WA	341	95	4	1
Edison State College, OH	43	85	2	1
Elgin Comm. College/Clerical, IL	100	...	2	1
Endicott College, MA	37	73	4	1
Erie Comm. College, NY	468	78	2	3
Essex County College, NJ	151	68	2	2
Essex County College/Admin., NJ	55	...	2	1
Essex County College/Security, NJ	32	93	2	1
Essex County College/Support, NJ	200	...	2	1
Ferris State University, MI	443	73	4	1
Ferris State University/Admin., MI	10	...	4	1
Ferris State University/Clerical, MI	189	...	4	1
Finger Lakes, Comm. College of the, NY	171	78	2	1
Flathead Valley Comm. College, MT	44	79	2	2
Florida State Univ. System, FL	7,695	76	4	10
Florida State Univ. System/Grad. Assts., FL	4,446	82	4	2
Fort Scott Community College, KS	55	96	2	1
Fox Valley Tech. College, WI	329	68	2	2
Fox Valley Tech. College/Clerical, WI	272	...	2	2
Fulton-Montgomery Comm. College, NY	81	78	2	1
Fulton-Montgomery Comm. College/Clerical, NY	31	...	2	1
Garden City Comm. College, KS	70	71	2	1
Gateway Technical College, WI	276	82	2	4
Gateway Technical College/AP, WI	129	...	2	4
Gavilan Comm. College, CA	77	77	2	1
Genesee Comm. College, NY	147	78	2	1
Geneva College/Maint., PA	45	...	4	1
Glen Oaks Comm. College, MI	26	68	2	1
Glen Oaks Comm. College/Clerical, MI	25	...	2	1
Goddard College, VT	50	98	4	1
Gogebic Comm. College, MI	42	65	2	1
Gogebic Comm. College/Clerical, MI	17	...	2	1
Grand Rapids Comm. College/Clerical, MI	91	97	2	1
Grand Valley State Univ./Clerical, MI	240	...	4	1
Green River Comm. College, WA	338	72	2	1
Hartnell College, CA	328	79	2	1
Hawaii, University of, HI	3,421	74	2/4	10
Hawkeye Comm. College, IA	118	80	2	1
Hawkeye Comm. College/Custodial, IA	45	...	2	1

Institution/ System	Unit Size	Year Elected	2-Yr. 4-Yr.	# of Campuses
Highland Comm. College, KS	30	...	2	1
Highline Comm. College, WA	369	65	2	1
Hillsborough Comm. College, FL	256	83	2	4
Hiram G. Andrew Center, PA	34	91	2	1
Hocking Technical College, OH	165	86	2	1
Hocking Technical College/Clerical, OH	60	...	2	1
Hudson County Comm. College, NJ	45	89	2	1
Hudson County Comm. College/Support, NJ	70	89	2	1
Hutchinson Comm. College, KS	72	...	2	1
Illinois Eastern Comm. Colleges, IL	94	85	2	4
Imperial Valley College, CA	304	81	2	1
Independence Comm. College, KS	33	70	2	1
Iowa Central Comm. College, IA	92	75	2	1
Iowa Lakes Comm. College, IA	83	75	2	2
Iowa Western Comm. College, IA	108	75	2	2
Jackson Comm. College, MI	81	65	2	4
Jackson Comm. College/Clerical, MI	46	...	2	1
Jamestown Comm. College/Clerical, NY	90	...	2	2
Jefferson Comm. College, NY	100	75	2	1
Jefferson Tech. College, OH	43	85	2	1
Jefferson Tech. College/Clerical, OH	47	...	2	1
John A. Logan College, IL	98	72	2	1
John A. Logan College/ESP, IL	75	96	2	1
John A. Logan College/Part-time, IL	70	99	2	1
Johnson County Comm. College, KS	293	80	2	1
Kansas City Kansas Comm. College, KS	136	71	2	1
Kaskaskia College/Staff, IL	60	...	2	1
Keene State College, NH	161	77	4	1
Kellogg Comm. College, MI	80	68	2	1
Kellogg Comm. College/Clerical/AP, MI	37	...	2	1
Kellogg Comm. College/Maint., MI	23	...	2	1
Kendall College of Art and Design, MI	14	74	4	1
Kern Comm. College, CA	896	77	2	3
Kirkwood Comm. College, IA	200	75	2	2
Labette Comm. College, KS	40	70	2	2
Laboure College, MA	22	75	2	1
Lackawanna Jr. College, PA	26	79	2	1
Lake Superior State University, MI	121	78	4	1
Lake Superior State University/ESP, MI	116	85	4	1
Lakeland Comm. College, OH	122	78	2	1
Lake Tahoe Community College, CA	21	...	2	1
Lakeshore Tech. College, WI	220	68	2	1

Institution/ System	Unit Size	Year Elected	2-Yr. 4-Yr.	# of Campuses
Lane Comm. College, OR	282	74	2	1
Lane Comm. College/Support, OR	366	...	2	1
Lansing Comm. College, MI	322	68	2	1
Lansing Comm. College/Clerical, MI	113	...	2	1
Lehigh County Comm. College, PA	81	70	2	1
Lehigh County Comm. College/Support, PA	36	...	2	1
Lewis and Clark Comm. College, IL	79	79	2	1
Long Beach City College/Full-Time, CA	299	78	2	2
Long Beach City College/Part-Time, CA	600	90	2	1
Lower Columbia College, WA	82	81	2	1
Luzerne County Comm. College, PA	107	71	2	1
Luzerne County Comm. College/Clerical, PA	109	71	2	1
Maine Technical College System, ME	304	...	2	7
Maine Technical College System/Admin., ME	52	...	2	6
Maine, University of-System, ME	1,250	78	4	7
Maine, University of-System/ESP 1, ME	1,246	78	4	9
Maine, University of-System/ESP 2, ME	863	78	4	9
Massachusetts Comm. College System, MA	1,700	76	2	15
Massachusetts Comm. College Sys/Cont'g Ed., MA	1,800	87	2	15
Massachusetts State Colleges, MA	1,535	77	4	9
Massachusetts State Colleges/Cont'g Ed., MA	1,050	87	4	9
Massachusetts State Colleges/Prof. Admin., MA	447	79	4	9
Massachusetts, University of, Lowell, MA	509	76	4	1
Massachusetts, University of, MA	1,800	76	4	4
Massachusetts, University of/ESP, MA	1,293	80	4	2
McHenry County College, IL	73	71	2	1
Medicine and Dentistry, Univ. of/Acad. Prof., NJ	97	84	4	3
Mendocino College/Adjunct, CA	9	94	2	1
Merced College, CA	490	76	2	1
Mercer County Comm. College, NJ	121	70	2	1
Metropolitan Comm. College, NE	159	74	2	4
Michigan State University/AP, MI	1,034	85	4	1
Mid-Michigan Comm. College, MI	32	68	2	2
Mid-Michigan Comm. College/Clerical, Custodial, MI	37	68	2	2
Mid-Plains Comm. College Area, NE	85	76	2	2
Mid-State Tech. College, WI	90	70	2	3
Mid-State Tech. Inst./Custodial, WI	12	...	2	3
Minnesota Comm. College System, MN	2,200	72	2	26
Minnesota Tech. Colleges, MN	2,500	95	2	34
Minnesota, Univ. of, Duluth, MN	335	...	4	1
Mitchell Tech. Inst./Support, SD	13	...	2	1
Monroe County Comm. College, MI	60	73	2	1
Monroe County Comm. College/Custodial, MI	20	93	2	1
Montcalm Comm. College, MI	23	68	2	1
Montcalm Comm. College/Support, MI	33	68	2	1

Institution/ System	Unit Size	Year Elected	2-Yr. 4-Yr.	# of Campuses
Monterey Peninsula College, CA	307	76	2	1
Moraine Park Tech. College/Support, WI	159	...	2	1
Mott Comm. College, MI	384	66	2	3
Mott Comm. College/Prof., Tech., MI	71	...	2	1
Mount Hood Comm. College, OR	160	80	2	1
Mount Hood Comm. College/Adjunct, OR	400	82	2	1
Mount San Antonio College, CA	696	76	2	1
Mount San Jacinto College, CA	63	76	2	2
Muskegon Comm. College, MI	81	65	2	1
Muskegon Comm. College/Clerical, MI	27	...	2	1
Napa Valley College, CA	266	77	2	1
National College, SD	40	76	4	1
Nebraska-Kearney, University of, NE	318	76	4	1
Nebraska State Colleges, NE	239	76	4	3
Nebraska State Colleges/Prof., NE	70	94	4	3
Neosho County Comm. College, KS	44	...	2	1
New Mexico Highlands University, NM	112	98	4	1
Niagara County Comm. College, NY	225	78	2	1
Niagara County Comm. College/Clerical, NY	120	...	2	1
Nicolet Area Tech. College, WI	81	...	2	1
Nicolet Area Tech. College/Clerical/Maint., WI	52	...	2	1
North Central Michigan College, MI	31	80	2	1
North Central Tech. College, WI	171	69	2	2
North Central Tech. College/Clerical, WI	85	...	2	2
North Central Tech. College/Tech., WI	40	...	2	2
North Country Comm. College, NY	65	78	2	3
North Orange County Comm. College, CA	515	79	2	2
Northeast Iowa Comm. College/Area I, IA	143	75	2	2
Northeast Iowa Comm. College/Area IV, IA	32	75	2	1
Northeast Comm. Colleges, NE	90	90	2	1
Northeast Wisconsin Tech. College, WI	215	72	2	3
Northeast Wisconsin Tech. College/Clerical/Tech., WI	195	...	2	3
Northern Iowa, University of, IA	680	91	4	1
Northern Mich. University/Tech. & Appl. Sci., MI	25	80	2	1
Northwest Iowa Tech. College, IA	33	75	2	1
Northwest Tech. College, OH	46	75	2	1
Northwest State Comm. Coll./ESP, OH	20	86	2	1
Northwest State Comm. Coll., OH	41	...	2	1
Oakland Comm. College, MI	295	71	2	5
Oakton Comm. College, IL	151	86	2	1
Oakton Comm. College/Part-time, IL	118	85	2	1
Ocean County College, NJ	128	68	2	1
Ocean County College/Support, NJ	148	...	2	1
Ocean County College/Admin.-Primary, NJ	33	93	2	1

Institution/ System	Unit Size	Year Elected	2-Yr. 4-Yr.	# of Campuses
Ocean County College/Admin.-Supervisory, NJ	19	93	2	1
Olympic College, WA	401	64	2	1
Orange County Comm. College, NY	203	78	2	2
Palm Beach Comm. College, FL	200	75	2	4
Palo Verde Comm. College, CA	57	80	2	1
Pasadena City College, CA	348	79	2	1
Passaic County Comm. College, NJ	62	72	2	1
Passaic County Comm. College/Admin., NJ	54	93	2	1
Passaic County Comm. College/Support, NJ	76	...	2	1
Peirce Junior College, PA	22	92	2	1
Pennsylvania College of Technology, PA	218	71	2/4	2
Pensacola Junior College, FL	240	85	2	3
Pima Comm. College, AZ	287	78	2	5
Pittsburg State Univ., KS	218	74	4	1
Pratt Comm. College, KS	34	77	2	1
Quincy College, MA	59	...	2	1
Rancho Santiago Comm. College/Cont'g Ed., CA	509	77	2	2
Raritan Valley Comm. College/Admin., NJ	45	...	2	1
Renton Technical College/ESP, WA	75	93	2	
Rhode Island, Comm. College of, RI	320	72	2	3
Rhode Island, Comm. College of/Prof. Staff, RI	130	80	2	2
Rhode Island, Comm. College of/Clerical, RI	189	...	2	2
Rhode Island School of Design, RI	114	78	4	1
Rhode Island School of Design/Adjunct, RI	80	80	4	1
Rhode Island, University of/Physicians, RI	4	79	4	1
Rhode Island, University of/Prof., RI	241	...	4	1
Rhode Island, University of/Clerical, RI	488	...	4	1
Rio Hondo Comm. College, CA	660	79	2	1
Riverside Comm. College, CA	785	78	2	3
Robert Morris College/Custodial, PA	65	...	4	1
Roger Williams College, RI	243	72	4	2
Roger Williams College/Clerical, RI	59	...	4	1
Roger Williams College/Custodial, RI	34	...	4	1
Rogue Comm. College, OR	65	75	2	1
Saddleback Comm. College, CA	984	76	2	2
Saginaw Valley State University, MI	196	72	4	1
Saginaw Valley State University/Clerical, Custodial, MI	161	78	4	1
St. Bernard Parish Comm. College, LA	30	...	2	1
St. Clair County Comm. College, MI	81	68	2	1
St. Clair County Comm. College/Clerical, MI	72	...	2	1
Saint Leo University, FL	56	79	4	1
St. Louis Comm. College, MO	435	77	2	3
Salem Comm. College, NJ	35	75	2	1

Institution/ System	Unit Size	Year Elected	2-Yr. 4-Yr.	# of Campuses
Salem Comm. College/Support, NJ	14	...	2	1
San Bernardino Comm. College, CA	643	84	2	2
San Joaquin Delta College, CA	633	77	2	1
Santa Clarita Comm. College/Dist. 6, CA	260	77	2	1
Sauk Valley College, IL	60	69	2	1
Schenectady County Comm. College, NY	76	78	2	1
Schoolcraft College, MI	353	72	2	1
Schoolcraft College/Clerical, MI	59	...	2	1
Schoolcraft College/Maintenance, MI	42	...	2	1
Shasta College, CA	394	76	2	1
Shawnee Comm. College, IL	42	84	2	1
Shawnee State University, OH	118	75	4	1
Shawnee State University/ESP, OH	80	75	4	1
Sierra Comm. College Dist., CA	502	77	2	1
Skagit Valley College, WA	379	65	2	2
Solano Comm. College, CA	384	76	2	1
South County Community College, CA	895	78	2	2
South Dakota University System, SD	1,168	77	4	6
Southeast Comm. College/Prof., NE	70	94	4	3
Southeastern Comm. College, IA	89	87	2	2
Southeastern Comm. College/Prof., IA	70	94	4	3
Southeastern Comm. College/Prof., Admin., IA	55	91	2	3
Southeastern Illinois College, IL	67	85	2	1
Southeastern Voc. Tech. Inst./Clerical, SD	10	...	2	1
Southern Illinois Univ.-Carbondale, IL	725	96	4	1
Southern Illinois Univ.-Carbondale/ESP, IL	635	78	4	1
Southern Illinois Univ.-Edwardsville/AP, IL	280	88	4	2
Southern Illinois Univ.-Edwardsville/Tech., IL	100	92	4	2
Southern State Comm. College, OH	40	85	2	3
Southwestern Comm. College, CA	214	77	2	2
Southwestern Comm. College, IA	44	75	2	2
Spokane, Comm. Colleges of, WA	453	70	2	2
Spoon River College, IL	35	73	2	1
Spoon River College/Tech., IL	30	92	2	1
Spoon River College/Correctional Center, IL	8	92	2	1
State College & University Professional Assn., PA	480	78	...	14
Sullivan County Comm. College, NY	120	78	2	1
Sullivan County Comm. College/Staff, NY	111	...	2	2
Suomi College/Support, MI	15	...	2	1
Taft College, CA	54	76	2	1
Thaddeus Stevens State School of Tech., PA	39	72	2	1
Tompkins-Cortland Comm. College, NY	91	82	2	1
Treasure Valley Comm. College, OR	55	80	2	1
Ulster County Comm. College/Staff, NY	57	84	2	1

Institution/ System	Unit Size	Year Elected	2-Yr. 4-Yr.	# of Campuses
Union County College/Acad. Prof., NJ	67	...	2	4
Union County College/Clerical, NJ	90	...	2	4
Union County College/Maintenance, NJ	39	...	2	4
Union County College/Support, NJ	18	...	2	4
Victor Valley College, CA	89	76	2	1
Walla Walla Comm. College, WA	255	68	2	3
Warren County Comm. College, NJ	12	92	2	1
Warren County Comm. College/ESP, NJ	14	97	2	1
Washtenaw Comm. College, MI	209	66	2	1
Washtenaw Comm. College/OPT, MI	100	98	2	1
Waukesha County Tech. College, WI	210	67	2	3
Waukesha County Tech. College/Support, WI	175	...	2	3
Wenatchee Valley College, WA	65	65	2	2
West Hills Comm. College, CA	50	77	2	1
Westmoreland County Comm. College, PA	105	72	2	1
Westmoreland County Comm. College/Support, PA	12	...	2	1
West Shore Comm. College, MI	23	84	2	1
Western Iowa, Tech. Comm. College, IA	88	76	2	1
Western Nebraska Comm. College, NE	70	76	2	2
William R. Harper Comm. College/Custodial, IL	85	...	2	1
William R. Harper Comm. College/Part-time, IL	400	94	2	1
Williamsport Area Comm. College, PA	158	72	2	2
Youngstown State University, OH	424	72	4	1
Youngstown State University/AS, OH	440	85	4	1
Youngstown State University/AP, OH	100	86	4	1

NOTES:

1. Unit size is full-time, or full-time and part-time, as reported by unit. Units are faculty unless otherwise stated. AP = Academic Professional unit. AS = Administrative staff unit.

2. This table employs the definition of a branch campus used by the National Center for Education Statistics. A branch campus, notes the NCES definition, possesses these characteristics: a permanent administration, programs offered that are at least two years in length, location not within commuting distance of the parent campus.

3. While we believe the list to be accurate, unit size and affiliation change. If there are errors in the list, please write to the Higher Education Office, NEA, with updated information, and the listing will be corrected.

