

Bargaining Retrenchment

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Furloughs and pay freezes were the mechanisms of choice to address cuts in state higher education appropriations in 2009–10. But institutions have subsequently turned to program elimination. Appropriations declined in many states, but colleges and universities are not broke. Increases in other revenue streams that together account for a larger portion of institutional budgets—including tuition—often offset these cuts. Colleges are eliminating academic programs on the premise, advanced by managers and accepted by too

many faculty members, that they cannot afford to continue all their programs and that the institution will get stronger by focusing their resources.

The 2010–11 academic year saw numerous large-scale program reductions. The University of Albany, for example, announced it would eliminate several humanities majors and departments.¹ Louisiana's Board of Regents announced it would eliminate 109 programs and consolidate 189 other programs in the state universities, many in the humanities and social sciences.²

In October 2011, Governor Rick Scott of Florida announced he did not think it was “a vital interest of the state to have more anthropologists.” Florida, he added, should “spend our dollars giving people science, technology, engineering, math degrees. That’s what our kids need to focus all their time and attention on. Those type of degrees. So when they get out of school, they can get a job.”³ These comments illustrate the political context for discontinuing some programs and for funding others that policymakers believe lead to job creation.

Most program eliminations fail to realize substantial financial savings; real savings come from cutting positions, not programs. But these closures significantly threaten tenure-track faculty, and pose an even greater threat to non-tenure track faculty—now the majority of faculty positions—who are being non-renewed in large, mostly untracked numbers.

This chapter examines contract language on financial exigency, program elimination, layoff, and recall (Table 1). Many relevant provisions date to a previous era of exigency and program reduction, but changes in the structure of academic employment and in managerial strategies require a re-examination. What conditions justify layoffs for financial exigency? What alternatives must colleges first pursue? What are the provisions for faculty involvement in decisions about program elimination? How do the contracts define the layoff unit: A department? A program? Do faculty members have placement or recall rights? How do tenure and experience protect faculty? Finally, what protections do contracts accord to non-tenure track faculty—a key question, given the newly won provisions for longer-term contracts in some agreements?

The chapter then analyzes contracts in Florida, Michigan, and Ohio, states where the right of public sector faculty to bargain collectively is under fire. We compare the legal force of contracts, and of mechanisms such as binding arbitration, to handbook provisions found in colleges and universities without collective

bargaining. The concluding section of the chapter offers ideas for creative bargaining and contractual strategies.

JUSTIFYING LAYOFFS

Some contracts require a declaration of “financial exigency” to justify the layoff of tenured faculty. But many contracts include separate clauses for financial exigency and program reduction. These contracts vary in two key dimensions: (1) the definition of financial exigency, and (2) the processes invoked after exigency is declared.

Contracts with strong management rights clauses—that typically fail to define the conditions under which financial exigency may be declared or to mandate processes for determining layoffs—permit the administration to declare financial exigency at will. But other contracts include the needed definitions and involve the union, faculty association, and/or academic senate in a search for alternatives to layoffs.

Definitions of financial exigency may be vague. The Eastern Illinois University contract only specifies that:

An employee may be laid off as a result of demonstrable financial exigency or demonstrable enrollment reduction, or as a result of a modification of curriculum or program instituted through established program review procedures. If financial exigency is asserted as the basis for a layoff, the financial exigency must be demonstrated to be University-wide.

Contrast this language with the rights negotiated at Central Michigan University (CMU):

- 1) At least thirty (30) business days notice of the possibility of declaring financial exigency shall be given to the ASSOCIATION.
- 2) CMU will furnish to the ASSOCIATION the financial information upon which it is

basing its judgment that financial exigency may have to be declared.

After fulfilling its obligations under 1) and 2) above, CMU will schedule an opportunity for the ASSOCIATION to meet in joint consultation to consider the need to declare financial exigency.

The Connecticut State University contract provides for substantial union participation in searching for alternatives to layoff. It also mandates the involvement of the faculty curriculum committee if layoffs are necessary, to minimize disruption to educational programs.

The Flathead Valley Community College (Montana) contract provides for a similar union response to plans for retrenchment. An Association Retrenchment Committee has access to data on the need for retrenchment and meets with the president. The committee submits an alternative recommendation to the board if agreement is not reached. The Hofstra University contract requires the institution to “consult with the appropriate academic constituencies, including the AAUP, and take steps to curtail costs in other areas.”

PROGRAM ELIMINATION OR REORGANIZATION

Administrations may offer multiple, vague rationales for department or program elimination and for unit and college mergers. Phrases such as “financial reasons,” “programmatic reasons,” “changing enrollments,” and “insufficient funds” give administrations extraordinary discretion. Boards, legislatures, or donors may pressure colleges to reduce some programs, create or enhance others, or to demonstrate “productivity,” judged by a simple, short-term metric. Again, the key is to ensure faculty involvement when program eliminations or mergers loom.

Some strong agreements reinforce the role of academic senates in these decisions. The Connecticut State University contract, for example, requires formation of a commission

with two members elected by the faculty senate, one appointed by the senate president, and two appointed by the administration:

The objective of the Commission shall be to study the designated area and such related areas as may be appropriate and make recommendations in writing to the President and other segments of the academic community as to what adjustments, redeployment of existing personnel, curricular changes and additional actions should be undertaken to better meet needs of the entire academic community.

The CMU contract includes a stronger provision that requires the faculty governance body to approve program discontinuation.

a. Bona Fide Program Discontinuation. Any program discontinuation which results in the layoff of a bargaining unit member must be approved through established university curricular procedures prior to any layoff recommendation or decision.

Some contracts give the union representation on a committee that evaluates the need for program elimination or reorganization. The Wright State University contract provides for a retrenchment committee with equal university and faculty association representation.

LAYOFF UNIT DEFINITION

Collective bargaining agreements frequently detail the rules for layoff order, definitions of seniority, notification deadlines, and recall rights. But these contracts often leave a key concept undefined: What is the unit within which the layoff order prevails? Can one person be a layoff unit? Must the unit be a department? What is a “program” or an “area?” Defining the locus of tenure may be equally vague. Does a faculty member have tenure in a department, a college, or the university—and then in only one physical campus?

The Connecticut State University agreement specifies the locus of tenure as in the university as a whole:

Tenure shall be defined as the right of a member currently holding tenure or the right of an eligible member to continuous employment in the member's university...

Tenure at Florida International University appears to be located within a department, but the tenure protections transfer when an employee is transferred during a reorganization.

When a tenured FIU employee is transferred as a result of a reorganization within the University and is employed in the same or similar discipline in which tenure was granted, the employee's tenure shall be transferred to the new department.

The University of Hawai'i agreement states that tenure resides only at a specific campus of the system. But it also provides that:

Tenured Faculty may be transferred from one (1) locus of tenure on a campus to another, or from Campus 1 to Campus 2 within the UH system. The transfer of tenured Faculty may be initiated for the following reasons:

- a. at the request of the individual Faculty;
- b. at the request of the Employer; or
- c. as the result of the transfer of a program from Campus 1 to Campus 2.

The university cannot eliminate tenure by moving faculty members from one department to another when discontinuing or reorganizing programs.

Defining the "layoff unit" is even more critical. Tenure means little if the administration can arbitrarily define any individual or group as a layoff unit. The New Jersey State College locals contract, for example, allows

administrations considerable leeway for layoffs due to financial exigency:

In the event of a reduction in force due to a fiscal crisis, each teaching, library, or administrative area to be reduced shall constitute a layoff unit. Layoff units need not be coincident with established departments or other subdivisions or units but may include identifiable programs or further subdivisions or specialties within programs as appropriate.

The contract protects seniority *within* a program, but management could manipulate the language about "further subdivisions or specialties."

The University of Hawai'i contract, in contrast, limits retrenchments to specific organizational units:

After determination by the Board of Regents of the need to retrench and its assessment of institutional needs, the following order of layoffs shall be followed within the Program, Department, Division, or comparable unit to be retrenched...

The California State University contract similarly specifies a department or equivalent unit when implementing layoffs.

Community colleges are more likely to define a department or teaching area as the unit for layoff, and to define modes of assessing qualifications in the teaching area. The Hudson Valley Community College (New York) contract consistently refers to teaching areas, and defines the criteria for evaluating the capability of faculty members to teach in the relevant area.

For the purpose of this Article, a faculty member will be deemed qualified if he/she meets the minimum educational and experiential requirements as defined in the most recently published and/or posted recruitment/vacancy announcement in the

Table 1. Program Reorganization and Layoff Contract Provisions

| | Contract Provision | | | |
|--|---|---|---|---|
| | Strength of Union-Faculty Involvement in Layoff-Program Elimination | Strength of Language Defining Layoff Unit and Locus of Tenure | Non-Tenure Track Faculty Rights in Layoff Specified | Specific Language on Program Reorganization and Elimination |
| Four-Year Institutions | | | | |
| California State University, CA | H | L | Y | N |
| Connecticut State University, CT | H | L | Y | Y |
| University of Connecticut, CT | H | L | N | Y |
| Florida International University, FL | L | L | Y | N |
| Florida State University, FL | L | L | Y | N |
| University of Hawai'i, HI | H | H | Y | N |
| Western Illinois University, IL | L | L | Y | Y |
| Northern Illinois University–Instructors Unit, IL | L | L | Y | N |
| Central Michigan University, MI | L | L | Y | Y |
| Minnesota State Colleges and Universities, Inter-Faculty Organization, MN | H | H | N | N |
| Minnesota State Colleges and Universities, Minnesota State College Faculty, MN | H | H | N | N |
| University of Nebraska at Kearney, NE | H | L | Y | N |
| New Jersey State College Locals, NJ | L | L | Y | N |
| Dowling College, NY | H | L | N | Y |
| SUNY System–United University Professions, NY | L | L | Y | N |
| Long Island University–Brooklyn Center, NY | NA | H | N | N |
| Youngstown State University, OH | H | H | Y | Y |
| Wright State University, OH | H | H | N | N |
| Shawnee State University, OH | H | L | N | Y |
| Pennsylvania State Colleges and Universities (APSCUF), PA | H | L | Y | N |
| South Dakota Council of Higher Education, SD | H | L | N | N |
| University of Vermont, Part-time Faculty, VT | L | L | Y | N |
| University of Vermont, VT | H | L | N | Y |
| Two-Year Institutions | | | | |
| Kern Community College District, CA | L | H | N | N |
| College of the Desert, Adjunct Faculty, CA | L | L | N | N |
| Spoon River College, IL | L | L | N | N |
| College of DuPage, IL | L | L | N | N |
| Moraine Valley Community College, Faculty, IL | L | H | N | N |
| Danville Area Community College, IL | L | L | N | N |
| Alpena Community College, MI | L | H | N | Y |
| Flathead Valley Community College, MT | H | H | N | N |
| Mercer County Community College, NJ | L | L | N | N |
| Hudson Valley Community College, NY | L | H | N | N |
| Columbia-Greene Community College, NY | L | L | N | N |
| Columbus State Community College, OH | L | H | N | N |
| Clatsop Community College, OR | L | L | N | N |
| Chemeketa Community College, OR | L | L | N | N |
| Lane Community College, OR | H | H | N | N |

Source: National Education Association, Higher Education Contract Analysis System, Spring, 2011.

Note: H = High; L = Low; Y = Yes; N = No.

teaching area where the courses are to be taught or the bargaining unit functions are to be performed, or if such an announcement is not available, the faculty member has the licensing, teaching experience and possesses the appropriate credentials and/or certification and/or, where applicable, practical vocational experience in the courses to be taught or the bargaining unit functions to be performed.

Such statements define a program as an organizational unit. This essential definition inhibits the ability of administrators to eliminate particular individuals regardless of experience or qualifications. The absence of similar statements from contracts undermines tenure and seniority and threatens academic freedom.

NON-TENURE TRACK FACULTY RIGHTS

Non-tenure track faculty members make up the majority of college and university teachers. They are also the most at risk in the current environment, though reductions in their numbers are not often tracked. Their contingent status requires a clear specification of their rights.

Most contracts accord tenured faculty the greatest protections, and call for terminating non-tenure track faculty prior to probationary faculty. But many contracts also provide protections to contingent faculty, giving priority to full-time over part-time contingents, and to seniority within each category. The Florida International University contract specifies:

No employee in a non-tenured position in the layoff unit with more than five (5) years of continuous University service shall be laid off if there are any such employees with five (5) years or less service.

Negotiations have achieved some layoff rights for non-tenure track faculty members in separate bargaining units. The contract for the instructors unit at Northern Illinois University specifies that layoffs must be based on

university-wide financial exigency, and that the university will attempt to locate other employment for faculty. But seniority takes a back seat to administrative determinations of program need.

If the Board decides it is necessary to lay off Instructors because of financial exigency, program need will be the primary basis for determining which, if any, employees will be retained. Professional qualifications and roster placement are secondary factors to be considered in making decisions on employee retention.

Layoff articles are also likely to give priority to non-tenure track faculty with multi-year appointments over staff, often less experienced, on one-year or one-semester contracts. The order of layoff specified in the California State University agreement gives priority to faculty with three-year or longer appointments. But administrators have reduced the number of three-year contract lecturers on several campuses. California State University eliminated about 2,000 lecturers (headcount) in the last few years through non-renewal.

RETRENCHMENT IN THREE STATES

This section examines retrenchment in three states where the right of public sector faculty to bargain collectively is under fire. Conditions in these states underscore the importance of intense bargaining on issues related to retrenchment.

Florida

In June 2009, the Florida State University (FSU) administration notified tenured and non-tenured faculty that their appointments would be discontinued. The administration intended to eliminate or suspend at least ten undergraduate majors and three graduate-level programs, and to reorganize and merge departments. The United Faculty of Florida (UFF)—affiliated through the Florida Education Association

with the American Federation of Teachers and the National Education Association—filed a grievance on behalf of the union members whose positions were threatened. The grievances went to arbitration, and the arbitrator ruled the university must rescind the layoffs.

The arbitrator based this ruling on two sections of the contract. First, the contract specified that, “The layoff unit may be at an organizational level of the University, such as a campus, division, college/unit, school, department/unit, area, program, or other level of organization as the University deems appropriate.”⁴ The university argued that a “program” could be any specialization. It could therefore pick and choose among faculty in a department, laying off those it claimed lacked the appropriate specialized interests or teaching experience. At one point, the administration argued that a specialty was a “program” if assigned a Classification of Instructional Programs (CIP) code. The contract, the arbitrator found, intended a “program” to be an organizational unit, similar to a department. One dean had, the arbitrator noted,

used the discretion afforded him by Article 13 to manipulate the layoff units to allow him to arbitrarily select who got laid off, based on his personal judgments and relationships, and not the criteria set out in Article 13.2(e). That constitutes an abuse of discretion and must therefore be disallowed.

In another reorganization, the university planned to suspend the Oceanography and Geological Sciences departments. The intent, ruled the arbitrator, was to lay off all faculty members, and then to recall favored faculty selectively. “The whole process appears to have been a subterfuge to avoid having to comply with Article 13.2(a), which required that tenured faculty be laid off last.”

The university also failed to notice another strong contract provision: “The University shall carefully consider faculty members’ length of continuous University service...” when making

decisions among tenured faculty. The administration, the arbitrator ruled, provided no evidence that it had considered experience. In one case, “a faculty member with thirty-two years of service was laid off in violation of Article 13.2(a) and (e) because there was no consideration of his length of service as evidenced by the fact that he was replaced by a faculty member who had not yet even started to work.” “Fortunately,” said Tom Wazlavek, UFF’s Northwest Florida Service Unit Director, “the arbitrator saw through the administration’s actions and called them out for what they were—arbitrary and capricious decisions.” The decision, Wazlavek states, established that universities are not free to ignore tenure. The win for faculty was a “sterling example of the fact that the contract matters,” notes Jack Fiorito, president of the FSU chapter of UFF.

Shortly after this arbitration decision, the state legislature nearly passed a bill that would decertify any bargaining agent where less than 50 percent of the unit were members. That threat impelled many faculty members to join the union in this right-to-work state. Membership at FSU, Fiorito notes, increased from 360 to more than 650 members. “When people saw that they might lose the contract, they realized that they needed it, and began to join UFF,” he adds.

Beyond the contract and faculty support, says Fiorito, contract enforcement required a lot of “grunt work.” This work included interviewing all involved faculty, and reviewing the huge stack of documents obtained through a public records request. The details gained from this work convinced the arbitrator that the administration failed to follow the contract in any of the cases. UFF received support from the strong resolutions adopted by the faculty senate and from a member of Committee A on Academic Freedom and Tenure of the AAUP, who talked to faculty about the importance of tenure.

Faculty members at the University of Miami, a private university in the state, rely on a strong elected senate instead of a contract with binding

arbitration for grievances. The senate, notes the faculty manual, is “authorized to share with the President in decisions regarding the future development of the University.”⁵ Tenured faculty may be terminated due to financial exigency or reorganization brought about by decline in enrollment, lack of funds, or change of course offerings. The president must explain to the senate why layoffs are necessary, explore “the equities of the situation,” and seek alternatives. The manual requires one year’s notice for tenured faculty. Positions cannot be filled for two years without first offering the position to the released faculty member.

The senate cannot stop the layoff of a faculty member; it cannot move a dispute to binding arbitration. Nor does the manual define a layoff unit or require any consideration of experience. The administration can rewrite the manual without formal negotiations. Any faculty-administration conflict would be far less likely to protect the rights of tenured faculty.

With a collective bargaining agreement, notes UFF’s statewide president Tom Auxter, “the final decision is not left to an administrator who is called upon to fix a problem created by the administration.” “The decision,” he adds, “comes from a neutral arbitrator who reads the contract and makes a judgment about whether the contract was violated.” This means “faculty members can get results—usually in a few months—at no cost to union members and without going to court, where they might wait for years for a decision and end up paying an attorney tens of thousands of dollars.” An enforceable union contract, Auxter concludes, “is the only reliable and affordable way to defend the integrity of the profession.”

Ohio

The assault on the rights of full-time Ohio faculty to bargain collectively is part of a larger attack on public sector employees. The state’s Inter-University Council built *Yeshiva*-like language into Senate Bill 5 (SB 5), effectively identifying full-time faculty as “managers” and

thus as ineligible to collectively bargain. Part-time faculty members do not have the right to unionize at all. At the state level, We Are Ohio, a coalition of public and private sector unions, and community groups, successfully worked to repeal the legislation in a landslide vote of more than 60 percent. This victory underscores the importance of cooperation among blue- and white-collar workers, public and private unions, and students, faculty, and staff.

On campus, key contract provisions show how collective bargaining can strengthen faculty governance structures. Some contracts address reductions in force (RIF) in community colleges with large proportions of non-tenure track faculty. The Columbus State Community College (CSCC) and the Owens Community College contracts, for example, prohibit other institutions from offering on-campus classes during a RIF. The CSCC contract also prohibits the sub-contracting or outsourcing of classes during a RIF.

Other contracts ensure faculty input through established shared governance structures. The contract for Cincinnati State Technical and Community College, for example, includes provisions for exigency and for program elimination. In both cases, the contract ensures that the faculty senate shall have the opportunity to offer its “advice, recommendations, and alternatives” to the president, and that the administration will forward this input to the board of trustees. The University of Cincinnati contract also has separate articles for exigency and for program elimination. The contract provides for a joint labor-management committee in the case of exigency. The committee conducts elaborate deliberations and procedures, including identifying non-academic cost savings.

The significance of a union in these examples is partly the legal force it gives to particular consultative structures and processes. It is harder for administrations to ignore or bypass shared governance, to not share information about institutional budgets, and to act arbitrarily. It is possible for unions to file unfair labor practice

complaints whenever the administration does, in their view, violate the terms of the agreement. And it is possible for the unions to file grievances about aspects of the process, though not about the substance of the decisions. Most important, the grievances are ultimately subject to binding arbitration.

The forms of recourse possessed by unionized faculty and staff make for an important contrast to non-unionized settings. Full-time faculty in Ohio, along with other public and private sector employees, are therefore fighting to retain these remedies. The point holds even where employment handbooks provide for considerable faculty consultation and a grievance procedure. The financial exigency provision in the employee handbook for Miami University of Ohio—a public, non-unionized campus—includes a detailed definition of exigency. The handbook calls for elected faculty senate members to form an ad hoc committee to evaluate the exigency claim, to develop a program and process for proceeding, and to identify mechanisms other than faculty layoffs to address the situation. The handbook also includes an extensive grievance procedure administered by a Committee on Faculty Rights and Responsibilities. But the university's board remains the ultimate arbiter in such cases.

Michigan

Michigan is yet another state where political forces are attacking public employee unions and cutting education budgets drastically. The governor and legislature have focused their hostility on the Michigan Education Association (MEA). MEA has 84,534 members, including 10,261 in higher education.⁶ One bill, SB 729, introduced in October 2011, establishes “right to work” provisions *only* for employees represented by MEA. The bill prohibits “a public school employer” from making an “agreement with an exclusive bargaining representative that represents 50,000 or more personnel to require, as a condition of employment, that all employees in the bargaining unit pay a service

fee to the exclusive bargaining representative.”⁷ MEA is the only bargaining representative meeting that requirement. The bill allows “a bargaining unit that is not a bargaining unit described in subsection (1) (F) [the subsection targeting MEA]” to charge “a service fee.”⁸

As in many states, a right-wing think tank drives much of the policy debate. The Mackinac Center for Public Policy has long campaigned for a right-to-work law in Michigan. The center defines itself as “a nonpartisan research and educational institute dedicated to improving the quality of life for all Michigan citizens by promoting sound solutions to state and local policy questions.” It argues that “modern economic experience demonstrates overwhelmingly that the free market is a powerful engine of economic prosperity.”

The center opposes labor unions and promotes its free market vision with a vengeance in higher education. In October 2011, it criticized a \$950,000 federal grant to Michigan State University “to help produce a new economic development ‘toolbox’ for the 21st century.” The spending is questionable, the center argued, because “there is in fact *nothing new* under the economic development sun.”⁹

A 2007 Mackinac Center policy study challenged the widely accepted finding that increased higher education appropriations foster economic development. “The evidence points to the opposite conclusion,” according to the study, “higher appropriations are associated with lower economic growth.” Michigan, the study concludes, is one of many states that over-invests in higher education.¹⁰

That argument found ready converts after the 2010 elections, and Governor Rick Snyder—a Republican elected in 2010—cut higher education funding dramatically. State funding for Michigan's higher education institutions has declined by almost \$150 million since FY 2006. Federal stimulus dollars mitigated those cuts in FY 2010, but those dollars have disappeared.¹¹ State funds now cover only five percent of the budget of the University of Michigan.¹²

Reduced state funding to Central Michigan University resulted in rescinded raises for faculty, and in the non-reappointment of contingents. The contract for tenured faculty, which expired at the end of June, allowed the university to lay off bargaining unit members under two conditions: program discontinuation and financial exigency. Both clauses, as we've noted, included good protections. The "Bona Fide Program Discontinuation" clause requires the senate to concur with any program elimination, because of its responsibility for curriculum. The financial exigency clause requires the administration to provide the union with financial information justifying a declaration; other contracts, such as the Alpena Community College contract, only call for advance notification.

The Central Michigan University Faculty Association, then without a contract, voted to strike on the first day of classes. A judge ordered the faculty back to work by the end of that day, and both sides awaited a fact-finder's report.¹³ So rather than simply having to rely on management's "facts," as is the case in non-unionized settings, an independent fact finder became part of the negotiation. The Association eventually negotiated and ratified a contract after pursuing political and legal remedies. Strikes are illegal under Michigan law, but legislators are introducing bills that would increase the penalties.

CONCLUSION: ESTABLISHED STRATEGIES, CREATIVE BARGAINING POSSIBILITIES

Some agreements include strong contractual language on retrenchment in the case of financial exigency and/or program elimination. These contracts assign faculty and staff a role in defining the legitimacy of layoffs—determining whether there is, in fact, financial exigency, for example. They also accord faculty and staff a proactive role in decision-making and in proposal development. In contrast, faculty at non-bargaining colleges usually must react

to administration-defined initiatives. Strong contracts limit managerial discretion by identifying appropriate units, order of layoff, and placement and recall rights. These contracts protect tenure, seniority, and the primacy of academics in making academic judgments. The best contracts also specify and expand the rights of non-tenure track faculty, who disproportionately endure downgrades and non-renewals.

Faculty unions must also develop new strategies. Only a few contracts call for institutions to pursue all other cost-cutting measures before laying off tenure track faculty. Colleges and universities have devoted a greater share of expenditures to non-instructional, non-academic personnel and activities.¹⁴ They have also devoted more of their budgets to facilities and utilities costs.¹⁵ They continue to subsidize athletic budgets from general funds. Faculty bargaining units should put forth provisions requiring colleges to reverse these trends before cutting academic programs. They should identify the proportion of any budget cuts targeted at academic programs and ensure that the institution allocates a higher percentage to academic units. The academic side of the house—especially its bargaining unit members—should not bear a disproportionate or even an equal share of the cuts. Colleges and universities must get back to academic basics, devote more resources to core missions, and focus on the educational needs of their students.

Bargaining units must also develop contract language that protects non-tenure track faculty from non-renewal—individually and collectively. Many contracts allow for non-renewed tenure track faculty to grieve the decision and the process by which it was made. Bargaining units that include non-tenure track faculty should propose similar provisions for contingents. These provisions should address non-renewals and status downgrades—from three-year to annual contracts, for example. Persuading administrations to accept such language may prove difficult. So unions should

focus on persuading students and external constituents that such provisions will enhance continuity of service and educational quality.

In undertaking these and other strategies in bargaining retrenchment, union leaders in academe should enhance interactions with members and build coalitions and communication strategies extending beyond campus. The resounding rejection of Ohio Governor Kasich's vicious attack on the academy argues for developing and investing in coalitions that stop the slashes to academic programs and end the mortgaging of our future. Leaders must not only defy the premise that academic programs must be cut, they must also challenge the tendency to prioritize a narrow group of fields over a broad range of offerings. A quality curriculum requires this breadth. It enhances the payoff to the education of our students.¹⁶

Now is the time to take charge of the public conversation about quality higher education. We must frame a different public policy that prioritizes core academic missions over expenditures on administration, which continue to increase even in tight economic times. We must invest strategically in our academic programs and in our academic employees. These programs and employees are essential to providing students with the quality education they deserve and that our best future requires.

NOTES

¹ Jaschik, 2010.

² "Louisiana Regents Eliminate..." 2011.

³ Anderson, 2011.

⁴ Sergent, 2010.

⁵ University of Miami, 2011.

⁶ Membership numbers as of October 13, 2011, National Education Association.

⁷ Senate Bill No. 729. Section 10. (1) (F), page 2, lines 23-27.

⁸ Ibid. (2), page 3, lines 1-11.

⁹ LaFaive, 2011.

¹⁰ Vedder and Denhart, 2007.

¹¹ Center for the Study of Education Policy, 2010.

¹² Berrett, 2011.

¹³ "CMU-University Faculty Await..." 2011.

¹⁴ See the reports of the Delta Project: <http://www.deltacostproject.org/index.asp>.

¹⁵ The Higher Education Price Index (HEPI) tracks these expenditures: <http://www.commonfund.org/CommonfundInstitute/HEPI/Pages/default.aspx>.

¹⁶ Hanushek, et al., 2011.

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