

NEGOTIATING ACADEMIC RESTRUCTURING

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Academic restructuring, though less extensive than corporate restructuring, became widespread during the 1990s.¹ Two-thirds of the campuses surveyed in 1994 reported reorganized administrative structures, 71 percent reviewed the mission of their academic programs, half reorganized academic units, 40 percent consolidated programs, and two-thirds created new academic programs.²

Restructuring poses important challenges for organized labor. This chapter reviews three affected areas of faculty union contracts: labor-management relations and governance in reorganization; restructuring, especially as it affects academic programs and divisions; and technological developments that affect the nature of work and the composition of the workforce.

Similarities between academic and economic trends should not be surprising. College and university presidents often sound like corporate CEOs and often look to business for models of efficiency and effectiveness.³

Academic restructuring often serves corporate interests—not only local, state, and regional economic development, but now including the global competitiveness of American companies.⁴

Private sector restructuring offers several key lessons to faculty bargainers. First, restructuring involves comprehensive change; it's more than a reorganization with layoffs. A union should negotiate a greater role in strategic planning and governance when a college is about to restructure, using appropriate models of increased union and worker involvement in defining the direction of the corporation. This chapter, therefore, first examines contract clauses that affect union involvement: management rights articles, notice clauses, meet and confer language, statements of philosophy or principle, and governance articles.

Second, decisions about unit elimination, downsizing, or upgrading are consequential choices about the nature and distribution of the workforce. Academic and corporate downsizing has resulted in increased proportions of part-time or contingent workers and in a shift in the professional staff from production to support positions. This chapter, therefore, examines the reorganization and retrenchment articles of faculty contracts—financial exigency clauses and “restructuring” articles that invoke financial constraints without declaring

financial exigency. Protections designed for individual faculty members faced with layoffs for financial exigency are inadequate when restructuring affects faculty members in collectives. We evaluate the extent of administrative discretion in restructuring the academic workforce and suggest contractual language to strengthen the faculty role in restructuring.

Third, technological developments promise to change the nature of work and the composition of the workforce. Corporations are replacing workers on a scale that dwarfs developments in higher education, but new technologies for distance education challenge faculty members and their unions. Will faculty members be the creators and controllers of the technology, or simply the deliverers of a product? Unions, which too often appear to oppose "progress," must devise creative roles for faculty in selecting and implementing new instructional technologies and delivery systems. These unions must then negotiate retraining opportunities to ensure a constant number of workers if new technologies change the nature of work. The chapter analyzes contractual treatment of instructional technologies in collectively bargained faculty agreements; the faculty role, if any, in selecting these technologies; faculty control, if any, over the use and products of technology; and the extent to which contracts define training opportunities for faculty members.

Workplace restructuring without labor-management cooperation, the chapter concludes, will be painful and inefficient, and leave a legacy of a hostile labor environment.

GOVERNING RESTRUCTURING: EMPLOYEE PARTICIPATION AND CORPORATE CONTROL

Increases in shared decision-making between labor and management—the Saturn automobile contract, for example—have accompanied the restructuring of America's industries. The 1994 Dunlop Commission report recommended adjustments to U.S. labor law to accommodate increased cooperation. "Employee participation will have to expand to more workplaces if the American economy is to be competitive at a higher standard of living in the 21st century," noted the commission. "Participation must also expand to include more workers and a broader array of issues if it is to

meet the expectations and address the vital concerns of the nation's work force."⁵

Has faculty participation, considered essential in restructuring elementary and secondary education, come to college campuses? In higher education, there has been a tradition of commitment first to the profession, next a commitment to the discipline, and, finally, a commitment to the institution. Schuster *et al.* point to an administrative paradox. How ironic, they believe, if:

as corporate managers have become more aware of the advantages of empowering employees throughout the organization to help shape significant decisions, higher education's managers, *nee* "administrators," have steadily sought, albeit in the face of adverse conditions, to assume a larger share of the power to make decisions.⁶

The Schuster study noted two barriers to institutional change: setting a direction and devising a governance apparatus. "How can campuses create mechanisms," asked the authors, "that both will be reasonably effective in determining priorities for the future *and* will be credible—that is, legitimate and acceptable—to the campus community?"⁷ Neither a faculty senate nor a union will meet four key "imperatives": "the call for broader participation, for timely decisions, for responsiveness to the external environment, and for a setting conducive to strategic leadership, particularly presidential leadership."⁸ A new route for cooperation and decision-making, the authors conclude, is needed to meet the challenges of restructuring. The proposed solution: strategic planning councils with substantial faculty representation.⁹

Another study examines a perceived shift toward continuous negotiations, or "living agreements," for change.¹⁰ A new social contract is emerging in the private sector, say the authors, with "relations . . . based on a mutual *commitment* employment relationship in contrast to traditional ones based on mutual *compliance*."¹¹ Management's agenda in the private sector—"reduced payroll costs, increased flexibility, and sustained contributions by individual workers"—resembles the needs of academic administrators facing similar competitive pressures.

The authors outline two managerial strate-

TABLE 1

	All Institutions	Public				Independent		
		All	Two-Year	Compre- hensive	Research/ Doctoral	All	Colleges	Research/ Doctoral
Faculty involved program changes through:								
Standing committees of the academic senate	72	65	56	78	90	84	87	58
Ad hoc faculty committees institution-wide	68	65	67	58	76	72	72	71
Faculty represent. on institution-wide committees	87	89	89	91	84	83	83	88
Committees within academic units	64	64	56	76	87	64	62	88
Department-level input	82	83	84	81	86	81	81	75
Other	6	4	4	6	4	8	8	0

SOURCE: *Campus Trends, 1994, American Council on Education.*

Weighted survey data (80 percent response) received from 406 institutions (including 124 two-year colleges, 35 baccalaureate institutions, 123 comprehensive universities, and 124 doctoral institutions).

gies for creating change: *forcing* or *fostering* relationships. Corporate and academic administrators who force unilateral change in work rules and compensation expect labor to “remain unpersuaded that there is a strong business performance rationale for [that] agenda,” and oppose cooperation.¹²

Do bargaining agreements reflect this old style corporate tendency to “force”—a strategy that may seriously impair the ability of the campus to meet the demands of the next century—rather than “foster” change, or do they reflect the employee participation advocated by the Dunlop Commission? Frequent presidential laments that bargaining, tenure, and governance deny colleges needed flexibility suggest that contracts give extensive rights to faculty to block change. But the faculty and academic professional contracts in NEA’s Higher Education Contract Analysis System (HECAS) database mostly show traditional, restrictive management rights clauses that govern the planning stage of restructuring.¹³ A recent survey of administrators reported widespread faculty involvement in restructuring programs (Table 1). But this involvement rarely

occurs through faculty unions. Unions are brought in after the fact and usually can only suggest or recommend, though they maintain due process rights concerning the implementation of change.

Contract clauses affecting the planning and implementation of a restructuring or reorganizing process fall into several categories: management rights clauses; “notice” clauses; meet and confer clauses; and statements of philosophy or governance.

“Management Rights” Clauses

HECAS contains 150 contracts with articles that assert management rights. The University of Lowell (Massachusetts) contract, for example, grants management the right to “hire, promote, suspend, discipline, transfer” and to “relieve employees from duty because of lack of work, legislative budget reductions, [or] financial exigency.” Administrators often consider these rights essential for successful restructuring. These contracts limit management’s rights only by specified grievance or arbitration procedures.

Management, specifies the Franklin Pierce

College (New Hampshire) contract, has the “right to take such actions as may be necessary to carry out the mission of the College in case of demonstrable emergencies.” Management of Southeast Community College (Nebraska) reserves the rights:

6. To determine the size and composition of the work force and in accordance with Nebraska law reduce the number of employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be inefficient or non-productive;

7. To determine the mission of the College and the methods and means necessary to efficiently fulfill that mission, including the contracting out for or the transfer, alteration, curtailment or discontinuance of any goods or service.

The administration of Northern Michigan University retains the rights to:

(1) full and exclusive control of the management of the University, the supervision of all operations, the methods, processes, means, and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction, and determination of the size and type of its working forces . . .

(3) the right to change or introduce new operations, methods, processes, means of facilities, and the right to determine whether and to what extent work shall be performed by employees.

Management wishes to set the *mission*, determine the *process* necessary to carry it out, and determine the *kind* of employee to hire, including tenure track or temporary, level of qualification, and assignment. Faculty and staff may mitigate the impact of unilateral exercise of these rights—forced change—through grievance, arbitration, or other due process clauses.¹⁴ But these limitations on management rights and accountability mechanisms are after-the-fact responses to restructuring.

“Notice” Clauses

Some contracts also require management to inform the union of plans that affect its

members. Many “notice” clauses speak of information disclosure for bargaining or representation purposes,¹⁵ but others require notice of reorganization or restructuring plans:

5.6 Where possible, the Administration will advise the Association on new or modified long-range institutional planning as to its anticipated effect on the bargaining unit.

5.7 In the case of a reorganization, the College will notify the Association in writing of the pending reorganization twenty-five (25) days prior to its implementation . . . A reorganization is hereby defined as a restructuring of a department or a division which affects three or more members of the bargaining unit . . . (Community College of Rhode Island, AP).

The contract for universities in the Illinois Board of Governors system contains similar language:

13.1 Notification of Intent to Reorganize: When plans are undertaken to reorganize the departmental/unit structure by combining or by separating a portion of a department/unit with/from the original structure, all affected employees shall be notified of such plans and given an opportunity to respond.

The contract for the Massachusetts State College system requires the administration to transmit any plan for academic reorganization to the All-College Committee and to the faculty association prior to its implementation. The committee may respond, but the contract does not guarantee that the response will have any effect.

“Meet and Confer” Clauses:

“Meet and confer” clauses fall into two categories: restrictive-contractual or problem-solving. Restrictive-contractual clauses specify meeting times and dates, discussion limitations, and committee composition.¹⁶ These clauses tend to cap discussion, rather than encourage it.

Problem-solving clauses offer a better opportunity for faculty and staff participation in restructuring, since these clauses promote viewing the contract as a social document, rather

than a static, legal instrument. These clauses address specific issues, such as benefits.¹⁷ One contract provides for a committee on reorganization:

For the purpose of developing the most effective decentralized operational management structure, a committee comprised of management, Faculty Association and the Faculty Senate will be constituted. Its charge will include, but not be limited to, consideration of all options, including the current as well as any new structure (Chaffey Community College, California).

Another contract contains a modified “meet and confer” provision for reorganization:

1.5 The organizational structure of the college shall be at the discretion of the Board of Trustees. The Faculty Association through its president, or designee, shall be included in discussions of any reorganization of subdivision or department alignment (Moraine Valley Community College, Illinois).

Problem-solving clauses call for more than notice of impending change, and they promote an inclusive view of decision-making. But, by focusing on specific issues, they fail to involve faculty and staff members in the restructuring or reorganization processes.

Statements of Philosophy and Governance:

Statements of philosophy range from simple to comprehensive.¹⁸ Most articles restrict faculty governance to traditional spheres—curriculum, degree requirements, grading policies, and recruitment and selection of faculty members. The contract for the University of Lowell (Massachusetts) contains a typical statement of academic policy and principle:

The primary advisory role of the faculty in establishing, organizing, reorganizing and consolidating academic programs (and the college and departmental structures through which they are carried on), and in formulating academic policies, academic rules and regulations, the academic calendar and academic standards for presentation to the Board shall be continued and preserved.¹⁹

But some contracts tie a comprehensive

statement of philosophy to a governance clause, thereby maximizing faculty participation in the change process. “The intent of the parties hereto in carrying out their responsibilities to negotiate the terms and conditions of employment of members of the bargaining unit,” states the contract that governs the Florida State University System, “is to promote the quality and effectiveness of education in the State University system and to maintain high standards of academic excellence in all phases of instruction, research, and service.”

The parties concur that these objectives are facilitated by amicable adjustment of matters of mutual interest. It is recognized by the parties that mutual benefits are to be derived from continual improvement in the State University System, and that *participation of faculty and professional employees in the formulation of policies under which they provide their services is educationally sound.*²⁰

The contract “Preamble” calls for collegial norms to govern the roles of the bargaining agent, the Senate, and departments. The Senate may consider “(d) the development, curtailment, discontinuance, or reorganization of academic programs.” But the contract excludes this statement of “intent and policy” from the grievance procedure.

The Whatcom Community College (Washington) contract also combines statements of philosophy and governance:

The Employer and the Union agree on involving Faculty Members in the formulation of College policies and procedures, subject to the legal obligations of the Board or its designees to make final decisions on such matters. A Guiding principle is that those affected by a policy or procedure should have a voice in the development of that policy/procedure.

The contract for the University of Nebraska, Omaha, provides for governance consultation in the “role and mission of the University,” as well as the traditional academic areas.²¹ The Delaware State College contract permits shared responsibility for institutional planning, but the Board of Trustees retains final control.²² A task force on governance at Oakland Community College (Michigan) has

an exceptionally broad mandate:

The task force will study and provide recommendations for: shared values, vision and unity in purpose; synergistic planning; individual responsibility and commitment to quality; situational leadership; empowered teams with accountability; a superior faculty, student body, and administration; organizational structure.

The Eastern Washington University contract comes closest to fostering change through shared responsibility. The contract is organized in chapters, not articles, and contains no management rights clause. Definitions of institutional roles and responsibilities anticipate change and development, and avoid rigidity: "The university academic organizational structure," states the contract, "should reflect and promote the educational goals and programs of the university." "It will be based upon a multidimensional framework," it continues, "recognizing different organizational needs of various units and yet providing for equitable consideration of all programs within institutional goals and policies."

The organization, the contract adds, "should reflect the major commitments of the university and permit implementation of decisions about university program directions." Organizational structure and mechanisms, the contract recognizes, "are in a process of continuing negotiation and adaptation, responding to the emerging or changing conditions affecting the university's mission and activities. As program goals and external conditions change, university organization and related procedures must also make appropriate corresponding change." To "*facilitate necessary change, overly complex and restrictive organizational arrangements or procedures will be avoided.*"

Finally:

In formulating all-university policies, procedures and structures the assumption is made that the faculty member is highly professional in the faculty member's area of expertise. Thus it is further assumed that the *faculty member is capable of making individual, as well as collective, decisions* with fellow professionals concerning matters of instruction, professional conduct and conditions of professional employ-

ment and reward. Therefore, the academic administration of the university shall be based upon the *principle of shared responsibility in governance*. Organizational procedures will place decision accountability as close as possible to the most adequate and appropriate source of expertise and information . . .²³

The parties to this agreement have negotiated for the future. Other HECAS contracts contain, at most, small pieces of the fabric necessary to form the reorganization quilt. Each party must radically rethink its traditional sphere of interest—management rights and union-protected due process—to assure "participatory" restructuring rooted in collegial relationships.

RETHINKING RETRENCHMENT ARTICLES FOR RESTRUCTURING INSTITUTIONS

Retrenchment clauses first appeared in the mid- to late 1970s when bargaining units confronted faculty layoffs. These clauses were frequently justified in terms of financial exigency, a hotly debated and litigated concept, and appear in most current agreements.²⁴ The late 1980s and early 1990s witnessed another surge of individual layoffs along with broader workforce restructuring. But college presidents no longer invoke financial exigency; instead, they insist that *program* reorganization and reduction are necessary to maintain institutional quality and to address student and public needs. Restructuring programs replaced retrenching individuals; instructional workloads shifted among fields and categories of faculty.²⁵

Restructuring involves the workforce as well as the institution. Ironically, full-time faculty are now a smaller proportion of the total faculty workforce than 25 years ago, but their jobs are now more at risk. Workforce restructuring is evident not just in the general increase in part-time faculty—the proportion of part-time faculty increased from 24 percent in 1970 to 36 percent in 1989—but in the replacement of full-time with part-time faculty in several instances of retrenchment.²⁶ The decline of full-time faculty members in the total professional workforce also reflects workforce restructuring; between 1987 and 1991, total

numbers of faculty slightly decreased, while employees in the job categories of executive, manager, administrator, and nonacademic professionals increased 6.3 and 21.6 percent respectively.²⁷ To what extent do retrenchment clauses, often bargained in the 1970s to protect individual faculty from layoff, remain appropriate responses to broader workforce actions that affect faculty collectively?

We utilize the HECAS data base to examine the extent to which financial exigency appears in the contracts as a rationale for faculty layoffs. Building on an earlier study of retrenchment clauses,²⁸ we emphasize:

the language of exigency—is it demonstrably bona fide?

the definition of exigency—does it apply to the whole institution?

the rationale—is exigency the only basis for faculty layoffs?

provisos—do any conditions surround its application?

We offer suggestions for faculty contract negotiators faced with program restructuring and reduction.

We then examine administrative discretion in retrenching faculty and restructuring the workforce:

The protection of full-time faculty lines—do provisions assure that full-time faculty lines will not be reduced relative to part-time and administrative lines?

Affirmative action exceptions to seniority in layoff order—are exceptions a matter of administrative discretion, or a means by which unions can protect faculty members (and units) that tend to be the targets of program reorganization and retrenchment?

Financial Exigency

Retrenchment is no longer based on financial exigency; only 15 percent (33) of the faculty contracts in HECAS mention the term.²⁹ Fewer than 10 of these 33 contracts use any part of the legally significant phrase, “demonstrably bona fide.”³⁰ “Financial exigency” applies to the entire institution in 11 contracts, though the courts generally do not support this interpretation.

The 33 contracts include many interpretations of financial exigency. The crisis may, for example, apply to the financial survival of the institution:

Financial exigency exists when the financial position of the College demonstrates that a financial crisis is imminent and that failure to retrench would seriously jeopardize the College (Delaware State College).

But what constitutes a threat to financial survival? The Hofstra University (New York) contract includes short-term contingencies: “Financial exigency will be declared when it appears that there will be an inability of the University to meet its financial commitments in any fiscal year.” Other definitions address a *potential* threat to or disruption of academic programs due to imminent or an *anticipated* financial difficulty—a definition in line with current presidential language and action—not a danger of bankruptcy.

“[C]risis” financial exigency shall be defined as follows: That current and projected revenues are so limited that the College can no longer continue to fulfill current and future financial obligations under the contract without disrupting the administration and program integrity of the College. (Cuyahoga Community College, Ohio)

Broad definitions, without provisos or conditions, leave much to administrative discretion. But nearly half the 33 contracts include provisos—conditions surrounding the definition and declaration of the exigency prior to laying off faculty. Most provisos require the administration to provide information to the union and time for the union to develop recommendations.

Some contracts have detailed provisos. The Rhode Island School of Design contract provides for a six-member committee—the RISD president and the association president each select three members—to study the exigency and report to the Board. The contract of Cuyahoga Community College (Ohio) subjects good faith determination of financial exigency “to expedited review under the grievance/arbitration procedure.” “During the pendency of such ‘crisis’ financial exigency,” the contract adds, “Article XXXIV, No Strike, No Lockout,

shall be suspended.”

Hofstra’s contract requires administrators to curtail other costs before reducing the size of the faculty:

Prior to the reduction of faculty because of bona fide financial exigency, the Administration will . . . take steps to attempt to curtail costs in other areas, such as the indirect costs of sustaining nonacademic and academic programs. Also, consideration will be given to the reduction in the number of administrative and support lines and the filling of academic and administrative vacancies with qualified members of the Hofstra faculty (Hofstra University, New York).

The phrases “attempt to” and “consideration will be given” give considerable discretion to the administration, but the contract introduces the concept of tradeoffs among academic and administrative workforces.

The Delaware State College contract contains exemplary language. Declaring a financial exigency mandates a “statement of the amount of money needed to relieve the exigency.” A “Financial Exigency Committee”—the president and the Association each appoint five members—then recommends methods of relieving the exigency:

The Committee shall first investigate ways to relieve the exigency by means of exhausting the possibilities of immediately initiating mechanisms for raising funds or of reallocating current funds. The College and the Association agree that unit members should not bear the brunt of financial exigency alone.

The clause raises the possibility of tradeoff among different workforces. Elsewhere, this contract determines that faculty in a unit will not be laid off until any teaching duties of administrators in the unit are eliminated—a recognition that the distribution of work and cuts makes categories of workers competitive. But administrators may determine the proportion of the cuts to be borne by faculty. A stronger version would substitute “disproportionately” for “alone.” Faculty layoffs would be preceded by proportionate reductions in administration—an important provision for the many campuses where administrative positions have grown disproportionate to faculty

positions.”

Analysts offer three views of financial exigency language for union negotiators to consider. First, some observers argue that financial exigency is a dead issue. Administrators rarely invoke the concept, which in any case is present in only about 15 percent of the faculty contracts. Thus, there is no reason to work to establish or strengthen such clauses in faculty contracts. But, others note, the American Association for Higher Education is developing new definitions of financial exigency to further enhance managerial flexibility.

Second, others argue that strong financial exigency articles are an important obstacle to retrenchment. Managerial associations therefore work to remove such language from contracts by designing new definitions that strengthen the hands of administrators. Union negotiators, these observers suggest, should maintain strong contractual language, when it exists.³¹

Finally, the exemplary contractual language in the Delaware State College contract offers lessons for union negotiators. Presidents often call for program reorganization and faculty retrenchment without declaring exigency, citing existing, imminent, or anticipated budgetary difficulties. Contracts should require these presidents to specify the amount of revenue shortfall. Joint committees should then decide if the financial difficulties are bona fide, and devise alternatives to relieve the problem. Contracts should state that unit members shall not bear a disproportionate share of cuts, or that cuts must work to reverse any pattern of disproportionate growth in administrative relative to faculty positions.

Unions would, under this last approach, negotiate for a stronger role in determining and influencing the college’s financial situation and the conditions surrounding attendant cuts and reallocations. At stake is not only individual job security, but the structure of the academic workforce. Faculty contracts must devote attention to collective patterns of reorganization.

Administrative Discretion Clauses

Faculty contracts permit considerable administrative discretion in restructuring the workforce—even detailed “order of layoff” clauses, invoked during retrenchment, often

permit administratively determined exemptions. Administrators may attempt to override established retrenchment criteria by invoking the need to maintain the academic integrity of a program or to adhere to affirmative action goals.

Most contracts determine order of layoff by job status. Part-time workers, for example, are laid off before full-time colleagues. Seniority is always the principal—often the only—criterion for layoff among full-time, tenured faculty members. Merit and program needs are often-utilized criteria—not uncommonly before seniority—for other faculty members.

Nineteen faculty contracts in the HECAS database permit administrators latitude if retrenchment threatens the institution's affirmative action policies. Fourteen contracts mention affirmative action in their retrenchment clauses. "The above order and/or application of seniority," states the Columbia Basin College (Washington) exception clause, "may be interrupted in the event that strict adherence would result in a regression in the affirmative action commitments of the District."³²

Five other contracts relate the two concepts elsewhere—affirmative action clauses, for example.³³

Some affirmative action clauses may *limit* administrative discretion in restructuring that truncates the programmatic and demographic diversity of the academy and its workforce. The University of Massachusetts, Amherst contract, for example, attempts to assure equity during retrenchment:

The Employer/University Administration agrees that when the effects of employment practices, regardless of their intent, discriminate against any persons or group of people on the basis of race, color, religion, creed, sex, age, national origin, or mental or physical handicap specific positive and aggressive measures must be taken to redress the effects of past discrimination, to eliminate present and future discrimination, and to ensure equal opportunity in the areas of appointment, reappointment, promotion, transfer, lay-off or termination.

The "regardless of their intent" phrase eases the burden of proof of discrimination. Seeing discrimination as institutionalized in the actions of organizations, not prejudiced

employees, the phrase suggests the need to remedy the effects of discrimination on *groups* of faculty, not only individuals.

To be specific: program reorganization and retrenchment, fragmentary data suggest, is more likely to affect education, social work, nursing, humanities, arts, and the social sciences—fields with relatively large representations of women and minority faculty members and students. Contract language should prevent administrations—typically claiming a commitment to diversity—from initiating personnel and programmatic actions that disproportionately target these *programs*. Language similar to the provision in the University of Massachusetts contract could make colleges adhere to their affirmative action plans and public commitments, even if contrary to administrative desires.

Recent workforce restructuring has resulted in an increased proportion of part-time faculty members. Do faculty contracts view part-time employment as a structural issue, and do they give administrators discretion to replace full-time with part-time faculty?

The term "part-time" appears in most faculty contracts in the HECAS database (188) partly because part-time faculty status figures into the order of layoff in retrenchment clauses. Sixty-one of the 114 contracts that address workforce issues pertain only to individual faculty, usually the order of layoff.³⁴

Part-time faculty are generally laid off prior to full-time faculty within the layoff unit. But most contracts permit administrators to violate the order of layoff if the remaining full-time faculty cannot fulfill the academic needs of the program. Faculty and staff members are uniformly excluded by retrenchment clauses from decisions—even consultations—on "academic needs," and must react to administrative discretion through the grievance process.

Many contracts permit qualified full-time faculty members to displace part-time colleagues. Such provisions protect the jobs of current full-time faculty, but do not protect the full-time lines or positions. Part-time faculty, for example, may fill vacancies in full-time lines. Some contracts give laid off, full-time faculty members a priority claim to recall rights on recreated or new positions in the layoff unit, and even protect their recall rights if they refuse a part-time position.

But these provisions only protect current or

laid off faculty members as individuals. Twelve of the 33 contracts that consider the faculty workforce as a *collectivity* permit extensive administrative discretion—especially the prerogative to determine numbers and proportions of part-time faculty.

Full-time faculty members shall be given employment preference over part-time faculty members; however, the College reserves the right to determine the number of full and part-time faculty (Baker College, Michigan).

The district reserves the right to establish the number of full-time and part-time faculty to be employed (Skagit Valley College, Washington).

The two parties agree that the part-time faculty serve a necessary role and that the educational mission of the College is served by a reasonable proportion of full-time and part-time faculty. In recognition of these factors, the Board agrees that it will maintain a reasonable and educationally sound proportion of full-time and part-time faculty throughout the College and throughout the academic year (Pensacola Junior College, Florida).

Each clause awards the administration sole responsibility for determining the configuration of the faculty workforce.

The remaining 41 contracts restrict administrative discretion over the use of part-time faculty. These contracts may establish “principles to guide the use of part-time appointees” (University of Delaware), or call for studies of the part-time issue:

Western and the Chapter agree that the relationship of nontenure track and part-time faculty to tenure track faculty in each department and in the University should be reviewed periodically The purpose of these reviews is to identify problems related to the use of non-unit faculty and to class size in individual departments and across the University and to examine recent trends in departments and in the University (Western Michigan University).

The University, in consultation with the Association, shall develop a plan to reduce dependence on part-time faculty

(Shawnee State University, Illinois).

Restrictive contracts that focus on retrenchment may curtail or prevent the hiring or substituting of part-time employees for full-time bargaining unit members:

The Board shall not seek the employment of part-time teachers for the purpose of reducing the number of professorial staff, replacing full-time teachers It is understood that full-time faculty shall not be retrenched and replaced with part-time teachers (Macomb Community College, Michigan).

The employment of two or more part-time employees which cause the displacement of a full-time employee in the same instructional area is prohibited when the full-time employee is qualified and able to perform the responsibilities assigned the part-time employees and such responsibilities equate to a full-time assignment (Montana Vocational Technical Educators).

The Board agrees that it shall not terminate or cause loss of benefits to any present full-time members of the bargaining unit solely for the purpose of utilizing part-time or other employees to perform bargaining unit services (Lansing Community College, Michigan).

Phrases such as “for the purpose,” “solely for the purpose,” or “when the full-time employee is qualified” give managers considerable discretion, but some contracts prohibit the replacement of full- with part-timers:

If there is to be a reduction in force at the College involving layoff of full-time members . . . the College will, in consultation with the RCCEA and FAMAT, maintain the subsequent annual general fund budget for part-time faculty positions at a level no higher than the increase needed to provide for any negotiated part-time salary increase (Rogue Community College, Oregon).

The Board shall not use part-time employees to replace full-time members presently employed (Washtenaw Community College, Michigan).

These provisions protect existing faculty,

but not full-time faculty lines—lines vacated by retirement, for example. Protecting full-time vacant lines is one way to preserve the workforce configuration:

Adjunct faculty will not be used in combination with one or more part-time employees as a replacement for a full-time faculty member who vacates a bargaining unit position (Lakeland Faculty Association, Ohio).

Some contracts lock the college into particular ratios of full to part-time faculty, thereby shaping the future academic workforce. These contracts may address workforce (faculty numbers) or workload (credit hours or courses) and vary in specificity and the permitted level of administrative discretion.³⁵

Contract negotiators should address the future configuration of the academic workforce, without ignoring conditions affecting individual faculty. Shaping that configuration requires language about the ratio of full and part-time faculty numbers, salaries, and credit hour responsibilities. Associations should have a contractual role in overseeing ratios and correcting violations.

TECHNOLOGY AND THE FUTURE OF THE ACADEMIC WORKFORCE

Most collective bargaining agreements now recognize that increased use of instructional and administrative technology will affect academic workforce, structure, and organization. Contracts in the HECAS database, especially contracts governing two-year colleges, often include clauses on intellectual property rights, both patents and copyrights. The *1995 NEA Almanac of Higher Education* emphasized the legal rights of employees.³⁶ This section reviews contract language governing distance learning.

The Oryx Guide to Distance Learning lists almost 300 institutions offering over 1,500 media-assisted courses for academic credit. Offsite learning is not new—colleges have offered correspondence courses for a century. But the use of new technologies focuses renewed attention on the practice.³⁷ The most common delivery system is via television, either broadcast or cable. Television is followed by course materials presented on a videocassette and by audiocassette—popular for lan-

guage and music courses. Interactive video, computer conferences, computer tutorials, and satellite networks are less widely used media that will gain in popularity as they become more available and affordable.³⁸

This is only the beginning. “It is vital,” argues Samuel H. Smith, president of Washington State University, “that university and college students, faculty and staff, have full access to information resources no matter their geographic location.” “Many higher education institutions were sited in relatively isolated communities by 19th Century considerations,” adds Smith, “and now need access to telecommunications in order to fulfill 21st Century missions across the states they serve.”³⁹

The HECAS database includes 160 contracts that discuss the relationship between distance learning or telecourses and workload, compensation, evaluation, training, property rights, or student contact.⁴⁰ Several contracts encourage faculty members to improve their knowledge of technology. Edmonds Community College (Washington), for example, awards “Professional Improvement Credits” when “changing concepts or technology have rendered earlier training obsolete.”

Some contracts list mastery of educational technology as a faculty responsibility. Duties of faculty members at Olympic College (Washington) include: “To assist students in the learning process by using . . . educational technologies available to enhance the teaching process.” A Kirkwood Community College (Iowa) faculty member should “Investigate and initiate where feasible, new learning strategies that reflect current technology and methods.” Chipola Junior College (Florida) faculty members can demonstrate professional growth by incorporating “experimental, imaginative and innovative techniques” including new technology, in an effort to improve teaching effectiveness.⁴¹

Other contracts provide funding for faculty to use new technology. Western Michigan University has a Faculty Research and Creative Activities Support Fund, which has awards for “inventive technology.” The Rhode Island School of Design provides funding of \$10,000 per year to be “used for educating faculty members and librarians in the use of new technology in their disciplines.” Chaffey Community College (California) provides for in-service training leaves to keep up with “chang-

ing technology in the teaching field." Southern Oregon State College has a provision that allows the school and departmental level to make decisions about "new ways of using technology for instructional and scholarly purposes." The contract permits departments to purchase equipment, software, and instructional materials.

The HECAS database shows that contract language on technology issues is in the formative stages.⁴² Some parties utilize labor-management committees to study the issue and agree to bargain in a successor agreement. Belleville Area Community College (Illinois) provides for a Telecommunications Committee that includes five union-appointed faculty members and five administrators. The committee "is to research and explore the development of telecommunications such as video tapes and disks, television broadcasting, fiber optics and other modes of electronic image and/or information transfer as they relate to instructional and educational uses." The committee shall also "specifically investigate matters of instructors' rights and the academic quality of such methods of instruction." The committee report will guide contract negotiations.

The Schoolcraft College (Michigan) contract sets forth "experimental conditions" for television classes. The Kirtland Community College (Michigan) contract provides that "Telecourses and interactive television courses (ITV) will be treated as regular classes; however, as the college has more experience with offering telecourses and ITV courses, the negotiation teams will reconvene to develop language to address this topic." The Los Angeles Community College contract establishes a "joint labor-management committee which shall study the contractual issues involved in nontraditional modes of instruction such as, but not limited to ITV (interactive video) and distance learning."

Definitions

The Belleville Area Community College (Illinois) contract defines a telecourse as:

An alternate method of instruction in which the student does most of the academic work off campus. Telecourses combine professionally televised and/or video taped lessons with related textbook readings and assignments. Students

are required to complete assignments and mail them to the college. On-campus examinations are also required. Depending upon the course, additional on-campus activities may be required by the individual instructor. Students have contact with their assigned course mentor who is a college faculty member. Contact may be made by telephone, personal visits, or examinations.

The contract for Western Michigan University states: "Electronically-purveyed instruction is defined as a course in which instruction occurs by live television, by cable or direct signal, 'coded transmission' by telephone lines, fiber optic lines, and/or exists on video tapes, film laser disk in direct or interactive forms." "The telecommunications education system," states the Gogebic Community College (Michigan) contract, "is an electronic educational network designed to provide an alternative means of instructional delivery to provide education resources to students in a cost effective and efficient manner."

Workload and Compensation

Most contracts do not force faculty members to teach telecourses, nor do the courses fill a regular load. "Nontraditional teaching modes," states the contract for John A. Logan College (Illinois), "include classes offered by telecourses."

Such assignments are limited to two courses per semester and are not included in the forty (40) equated hour maximum load per year computation. Participation in the program will be at the *complete option of the instructor*.⁴³

Many contracts do not recognize telecourses as part of the regular, for-credit curriculum. Some contracts limit telecourses to non-credit classes out of the mainstream curriculum; others leave curricular decisions to faculty discretion. "No credit-bearing courses taught by nontraditional methods (television, computer-aided instruction, video tape lecture, or any other electronic or other media)," states the Jackson Community College (Michigan) contract, "will be offered without the approval of the department members involved in teaching in that subject area in consultation with the Department Chairperson."

Faculty contracts differ on telecourse compensation and class size. The pay rate is often the overload rate or part-time pay rate, both lower than the standard full-time rate.⁴⁴ Contracts are widely inconsistent when specifying telecourse class size.⁴⁵

The Western Michigan University contract allows faculty members up to a year to prepare for a new telecourse. Faculty members work with Media Services to adapt lesson plans to telecourse format, to become familiar with equipment, to learn “television presentational techniques,” and to “develop study guides, teaching aids and other course materials.” The Spoon River College (Illinois) contract states: “The College will develop or adopt a formal training program, which will include an evaluation component, to prepare selected faculty to become competent in offering instruction in a telecommunications mode.” Faculty members, the contract adds, may enroll “in other institutions to obtain additional knowledge or training in telecommunications.” Highland Community College (Michigan) permits a class load reduction of one or more classes to “prepare, edit, and teach a televised course.” The Cuyahoga Community College (Ohio) contract states:

Faculty members who are chosen by appropriate administrators to prepare a particular course which requires unusual lead time for preparation will be assured of receiving the assignment for which they prepared (assuming the class is actually offered) Additionally, faculty members developing new television courses will be guaranteed the opportunity to teach the new course for the first two summers. After that time, any faculty member may request to teach it.

Some contracts address contact with students. Faculty members, provides the County College of Morris (New Jersey) contract, agree to “make themselves available by other appropriate means, at times other than the stated office hours, to telecourse students who have difficulty contracting their instructor.” The Schoolcraft Community College (Michigan) contract requires faculty members to “communicate with the students by telephone or mail at least twice monthly (costs shall be borne by the college),” and schedule a minimum of three review sessions during the semester.

Some contracts provide incentives for faculty involvement in distance learning, but unions must negotiate more favorable workload provisions and pay rates if colleges and universities want to incorporate telecourses into the regular course load.

CONCLUSION

Contract language—traditionally the legalistic articulation of the positions of two parties—often expresses a negotiated agreement that satisfies neither party. Contracts must become living documents at colleges and universities that contemplate restructuring. A recent study notes the changes occurring in the corporate workplace:

[A]n added dimension to the union-management relationship is taking form—and, indeed, has been for more than two decades. This is the system of employee involvement typified not by the adversarial struggle between labor and management but by a commitment to building a partnership or accord that can provide for employment security and enhanced job satisfaction while rebuilding the economic competitiveness of American enterprise.⁴⁶

For “employee involvement” substitute “shared governance.” For “rebuilding” read “restructuring.” For “American enterprise” substitute “American higher education.”

Management, our analysis shows, has ample contract language to *force* restructuring: management rights, retrenchment, reorganization, control of the workforce, and introduction of technology. Unions have some rights in notice and statements of principle, and retain strong grievance rights. But successful, credible restructuring requires the parties to believe in the equal acceptance and validity of their participation, advice, and contributions. Management must therefore emulate the example of Eastern Washington University by suspending or giving up management rights clauses.

Timing is important. Faculty and staff buy-in requires allaying suspicion that events are set; that participation is futile or a sham. Trust and discussion, not charisma, lead to common understanding and a shared vision—presidents cannot come down from the mountain with stone tablets.

Administrators, who have too often cried “wolf,” must learn to share information freely. Disclosing budgetary or enrollment statistics only when required by contract does not create trust. But faculty and staff members, in turn, must accept the possibility that worsening financial health will lead to changes in academic structures and work. Instructional technology, for example, will affect faculty workload, compensation, and pedagogical techniques and will provide access to new student populations. Faculty members and administrators must agree *now* on how to introduce that technology and how to compensate faculty members for its use.⁴⁷

Faculty members must also respond to the criticism that governance mechanisms are too slow and inflexible to meet the challenges of change.

Administrators may be expressing a genuine, deep-felt need for flexibility, but faculty and staff must insist upon proactive negotiations in nontraditional areas. The faculty governance articles in current contracts may be utilized to develop a strategic governance mechanism.⁴⁸ Restructuring suits the skills of faculty and staff; it is not the peculiar province of administration.

Administration and employees should sacrifice and benefit equally. Administration *can* retrench employees, reorganize programs, or restructure the institution. Whether it *should* undertake unilateral action is a different matter. A reduction in the number of administrators—a growth area in the last decade—that matches the decline in faculty ranks might signify administrative seriousness about restructuring. If bargaining for change becomes distributive, and is seen as *forcing* rather than *fostering*, the campus will become deeply divided between haves and have nots. Divided institutions will not remain competitive in the 21st century.

NOTES

¹ Jensen and Mahon, 1993.

² El-Khawas, 1994, 11.

³ Gumpert, 1993.

⁴ Slaughter, 1990; Slaughter, 1993; Slaughter and Rhoades, 1995.

⁵ Commission on the Future of Worker-Management Relations, 12.

⁶ Schuster *et al.*, 1994, 4.

⁷ *Ibid.*, 1994, 6-7.

⁸ *Ibid.*, 1994, 26-27.

⁹ *Ibid.*, 1994, *passim*.

¹⁰ Walton, *et al.*, 1994.

¹¹ *Ibid.*, 1994, 10.

¹² *Ibid.*, 1994, 60.

¹³ Contracts referenced in this chapter are contained in NEA's Higher Education Contract Analysis System (HECAS), a contract data base containing 316 current higher education contracts, covering approximately 80 percent of higher education faculty and staff in collective bargaining units.

¹⁴ Walton *et al.*, 1994, *passim*.

¹⁵ “Upon request, the Board agrees to furnish to the Association information necessary for its functioning as the exclusive representative of the faculty in bargaining and contract administration. Such information shall pertain to wages, hours, and conditions of employment.” (Clackamas Community College, Oregon)

¹⁶ “Since the Board and the Association recognize the importance of communications and faculty participation in maintaining good working relationship, they agree to meet not more than monthly, for the purpose of discussing contract administration.” (Clackamas Community College, Oregon, AP) “One (1) representative of the Union shall meet with representatives of the employer semi-annually at mutually agreed upon times for up to one and one-half (1/2) hours to discuss matters of mutual concern relating to interpretation, application, or administration of this Agreement or other areas of interest as mutually agreed upon in advance.” (Sangamon State University, Illinois) See also contracts for State University of New York, University of Cincinnati, Ohio, ESP; and Western Montana College.

¹⁷ “The parties recognize the escalating cost of group health insurance is a matter of mutual concern. Toward that end, the parties agree to establish a labor-management committee on Health Care Cost Containment. A report of the Committee's finds shall be filed with the Secretary of Administration and Finance.” (Massachusetts Regional Community Colleges); “The Faculty Association agrees to take part in a county-wide labor-management committee to review the current health insurance protection plan and to reopen the contract on this issue if all of the other County bargaining units agree to also.” (Broome Community College, New York) Other clauses provide for discussion of benefits and conditions not otherwise covered (Western Montana Col-

lege); “contractual issues involved in nontraditional modes of instruction.” (Los Angeles Community College System), and faculty service areas (Feather River Community College, California)

¹⁸ “The employees and management recognize a joint responsibility in the communication process.” (Clackamas Community College, Oregon, AP)

¹⁹ Contrast this provision with the management rights clause in the same contract, cited above.

²⁰ Emphasis added.

²¹ “13.1 By virtue of its professional preparation and its central concern with learning, teaching and scholarship, the faculty will exercise primary responsibility in academic matters . . . 13.3 The employer/ University Administration shall maintain and utilize appropriate mechanisms consistent with current practices for eliciting advice from the faculty on academic matters and may charge appropriate faculty groups and individuals with academic responsibilities consistent with the terms and provisions of this Agreement . . . ” The contract for the University of Massachusetts provides for similar consultation.

²² “19.4 To better meet its educational goals, Delaware State College is committed to furthering joint planning and effort by the Board of Trustees, the Administration, the Faculty, the Students, as well as other segments of society. It is recognized that the interests of all are coordinate and related and that the broadest possible exchange of information and opinion is necessary for the effective planning and implementation of the College’s educational objectives . . . The faculty has primary responsibility for reviewing, discussing, and making policy recommendations in such areas as curriculum, standards, research, faculty status . . . The power of review or final decision in these areas is lodged in the Board of Trustees or delegated by it to the President . . . ”

²³ Emphasis added.

²⁴ Rhoades, 1993. See, for example, contracts for the University of Hawaii or the New Jersey State College system.

²⁵ Rhoades, 1993, 1995; Slaughter, 1993.

²⁶ NCES, 1993, Slaughter, 1993.

²⁷ Montgomery and Lewis, 1995.

²⁸ Rhoades, 1993.

²⁹ Forty-three percent of a sample of 42 contracts negotiated in the 1980s noted the use of the term. About half of those contracts are in the HECAS system. Of the nine contracts in both data sets that mentioned financial exigency in a 1980s contract, two dropped that terminology in the 1990s contracts. Only two contracts in HECAS cite financial exigency as the sole rationale for retrenchment (Rhoades, 1993).

³⁰ *Demonstrably* requires that management clearly show that financial exigency exists; *bona fide* requires management act to in good faith. The entire phrase was used in four cases; “bona fide” was used in three cases, and “demonstrably” was used in one case. (Rhoades, 1993).

³¹ Rhoades, 1993.

³² The clause appears in the retrenchment article.

³³ Three community college contracts include general clauses, and two contracts mention affirmative action only in the layoff of nontenured faculty.

³⁴ The remaining contracts define “part-time,” list salaries, discuss hiring conditions and perquisites, or consist of other miscellaneous passing references to part-timers.

³⁵ Northwest Technical College (Ohio): “The Board may employ part-time employees providing that the total part-time working any [sic] department, division, or other administrative unit is less than that of a full-time employee other than in phase-out or start-up programs. When said part-time work is equal to or exceeds the work load of a full-time employee in one year, the Board will give priority to hiring a full-time employee as a member of the bargaining unit in the subsequent year, pending a sufficiency of funds.”

Saginaw Valley State University (Michigan): “The part-time faculty to full-time faculty ratio based on credit hours taught will not exceed a 1:4 ratio on an annual basis . . . Whenever the part-time to full-time ratio in a department exceeds 1:3, the department, the dean, and the Vice President for Academic Affairs will meet to address the excessive reliance upon part-time faculty and to design a plan to rectify this excessive reliance.”

See also contracts of Clackamas Community College (Oregon), Mt. Hood Community College (Oregon), Massachusetts State College System, and the Pennsylvania State System of Higher Education.

³⁶ See Maitland, Hendrickson, and Rhoades, 1995, 54-58.

³⁷ Presentation in Washington, D.C. to the National Information Infrastructure Advisory Council, June 13, 1995. Smith chairs the Commission on Information Technologies of the National Association of State Universities and Land Grant Colleges.

³⁸ For a comprehensive discussion of information technology issues, see NEA, 1995.

³⁹ Burgess, 1994.

⁴⁰ The contracts for Jefferson Technical College (Ohio), Michael J. Owens Technical College (Ohio), and Thaddeus Stevens State School of Technology (Pennsylvania) place decisions about the “utilization of technology” in the management rights article. The contracts for Treasure Valley Community

College (Oregon), Linn-Benton Community College (Oregon), and Rogue Community College (Oregon) include technological change as a reason for re-trenchment. Other contracts, including the contracts for Spoon River College (Illinois) and Gogebic Community College (Michigan) prohibit layoffs because of the utilization of technology.

⁴¹ The Monroe Community College (New York) contract contains similar language.

⁴² See Maitland, Hendrickson, and Rhoades, 1995.

⁴³ Emphasis added.

⁴⁴ Television courses are paid at the overload rate at Belleville Community College (Illinois), Clark College (Washington), Glendale Community College (California), Jackson Community College (Michigan), North Iowa Community College, Oakland Community College (Michigan), Salem Community College (New Jersey), and Western Michigan University. But pay is at the standard rate if the telecourse is part of a faculty member's regular load.

⁴⁵ Kirtland Community College (Michigan) limits telecourse classes to 27 students, Saginaw Valley State University (Michigan) to 29 students; Belleville Area Community College (Illinois) to 75 students per section. But the Los Angeles Community College System has an 80-student minimum and a 240-student maximum. Salem Community College (New Jersey) has a minimum class size of 43 students with additional compensation for more than 50 students, and Atlantic Community College (New Jersey) has a maximum size of 35 students with extra pay for more students.

⁴⁶ Bluestone and Bluestone, 144.

⁴⁷ NEA, 1995.

⁴⁸ Schuster, *et al*, *passim*.

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APPENDIX 1

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	56	75	4	1
Alpena Comm. College, MI	57	65	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	44	78	2/4	1
Barstow College, CA	117	79	2	1
Bay de Noc Comm. College, MI	45	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	...
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
Camden County College, NJ	113	80	2	1
Camden County College/Admin., NJ	115	...	2	1
Carl Sandburg College, IL	59	75	2	2
Cayuga County Comm. College, NY	72	78	2	1

Institution System	Unit Size	Year Elected	2-Yr. 4-Yr.	# of Campuses
Central Comm. College, NE	132	85	2	3
Central Michigan University, MI	628	77	4	1
Central Michigan University/Tech., MI	135	3	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
Chipola Junior College/Support, FL	65	95	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
Clinton Comm. College, NY	55	78	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	145	76	2	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	1
Desert Comm. College, CA	122	88	2	1
Detroit College of Business, MI	30	73	4	1
Detroit/Mercy, University of, MI	230	75	4	1
Detroit/Mercy, University of/Clerical, MI	90	...	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
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 State				
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

Institution System	Unit Size	Year Elected	2-Yr. 4-Yr.	# of Campuses
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	532	73	4	1
Ferris State University/Admin., MI	16	...	4	1
Ferris State University/Clerical, MI	240	...	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. Ass'ts, FL	4,134	82	4	2
Fox Valley Tech. College, WI	270	68	2	2
Fox Valley Tech. College/Clerical, WI	210	...	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	271	82	2	4
Gateway Technical College/AP, WI	85	...	2	4
Gavilan Comm. College, CA	77	77	2	1
Genessee Comm. College, NY	147	78	2	1
Geneva College/Maint., PA	45	...	4	1
Glen Oaks Comm. College, MI	31	68	2	1
Glen Oaks Comm. College/Clerical, MI	21	...	2	1
Gogebic Comm. College, MI	47	65	2	1
Gogebic Comm. College/Clerical, MI	17	...	2	1
Grand Valley State/Clerical, MI	185	...	4	1
Grays Harbor College, WA	50	68	2	1
Green River Comm. College, WA	223	72	2	1
Hartnell Comm. College, CA	328	79	2	1
Hawaii, University of, HI	3,421	74	2/4	10
Hawkeye Inst. of Tech., IA	118	80	2	1
Hawkeye Inst. of Tech./Custodial, IA	45	...	2	1
Highline Comm. College, WA	369	65	2	1
Hillsborough Comm. College, FL	256	83	2	4
Hocking Technical College, OH	51	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	108	65	2	4

Institution System	Unit Size	Year Elected	2-Yr. 4-Yr.	# of Campuses
Jackson Comm. College/Clerical, MI	66	...	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	85	72	2	1
Johnson County Comm. College, KS	293	80	2	1
Kansas City Kansas Comm. College, KS	136	71	2	1
Kaskaskia Comm. College, IL	27	84	2	1
Kaskaskia Comm. College/Staff, IL	60	...	2	1
Keene State College, NH	161	77	4	1
Kellogg Comm. College, MI	104	68	2	1
Kellogg Comm. College/Clerical/AP, MI	52	...	2	1
Kellogg Comm. College/Maint., MI	24	...	2	1
Kendall College of Art and Design, MI	72	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	118	78	4	1
Lake Superior State University/ESP, MI	112	85	4	1
Lakeland Comm. College, OH	122	78	2	1
Lakeshore Tech. College, WI	110	68	2	1
Lane Comm. College, OR	282	74	2	1
Lane Comm. College/Support, OR	366	...	2	1
Lansing Comm. College, MI	1,000	68	2	1
Lansing Comm. College/Clerical, MI	100	...	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, CA, Full-time unit	299	78	2	2
Part-time unit	600	90	2	2
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 Sys./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 System/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

Institution System	Unit Size	Year Elected	2-Yr. 4-Yr.	# of Campuses
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	35
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	780	85	4	1
Mid-Michigan Comm. College, MI	38	68	2	2
Mid-Michigan Comm. College/Clerical, MI	42	7	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	20
Minnesota Tech. Colleges, MN	2,400	95	2	34
Minnesota, Univ. of, Duluth, MN	325	...	4	1
Mitchell Voc. Tech./Support, SD	13	...	2	1
Monroe County Comm. College, MI	61	73	2	1
Monroe County Comm. College/Custodial, MI ...	17	93	2	1
Montcalm Comm. College, MI	27	68	2	1
Montcalm Comm. College/Support, MI	26	68	2	1
Monterey Peninsula Comm. College, CA	307	76	2	1
Moraine Park Tech. Coll./Support, WI	100	...	2	1
Mott Comm. College, MI	415	66	2	3
Mott Comm. College/Prof./Tech., MI	100	...	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	98	65	2	1
Muskegon Comm. College/Clerical, MI	43	...	2	1
Napa Valley College, CA	266	77	2	1
National College of Business, 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
Niagara County Comm. College, NY	225	78	2	1
Niagara County Comm. College/Clerical, NY	120	...	2	1
Nicolet Area Tech. College/Clerical/Maint., WI ...	40	...	2	1
North Central Michigan College, MI	30	80	2	1
North Central Tech. College, WI	138	69	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, WI ...	100	...	2	3
Northeast Wisconsin Tech. College/Tech., WI	50	...	2	3

Institution System	Unit Size	Year Elected	2-Yr. 4-Yr.	# of Campuses
Northern Iowa, University of, IA	680	91	4	1
Northern Mich. University/Tech. & Appl. Sci., MI .	23	80	2	1
Northwest Iowa Tech. College, IA	33	75	2	1
Northwest Tech. College, OH	46	75	2	1
Northwest State CC/ESP, OH	20	86	2	1
Oakland Comm. College, MI	291	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
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
Peninsula College, WA	121	67	2	1
Pennsylvania College of Technology, PA	218	71	2/4	2
Pensacola Jr. College, FL	232	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
Rancho Santiago Comm. College/Cont'g Ed., CA .	509	77	2	2
Raritan Valley Comm. College/Admin., NJ	45	...	2	1
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	180	72	4	1
Saginaw Valley State University/ESP, MI	37	78	4	1

Institution System	Unit Size	Year Elected	2-Yr. 4-Yr.	# of Campuses
Saginaw Valley State University/Clerical, MI	140	...	4	1
St. Bernard Parish Comm. College, LA	30	...	2	1
St. Clair County Comm. College, MI	97	68	2	1
St. Clair County Comm. College/Clerical, MI	55	...	2	1
Saint Leo College, FL	56	79	4	1
St. Louis Comm. College, MO	435	77	2	3
Salem Comm. College, NJ	35	75	2	1
Salem Comm. College/Support, NJ	14	...	2	1
San Bernadino Comm. College, CA	643	84	2	2
San Joaquin Delta College, CA	633	77	2	1
San Jose/Evergreen Comm. College Dist., CA	952	77	2	2
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	420	72	2	1
Schoolcraft College/Clerical, MI	50	...	2	1
Schoolcraft College/Maintenance, MI	39	...	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. Adm., 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/Staff, IL	96	88	4	1
Southern Illinois Univ.-Carbondale/ESP, IL	658	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
Southwestern Tech. College, MN	140	85	2	4
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
Sullivan County Comm. College, NY	120	78	2	1
Sullivan County Comm. College/Staff, NY	111	...	2	2
Suomi College/Support, MI	31	...	2	1
Taft College, CA	54	76	2	1
Terra Tech. College, OH	46	85	2	1
Thaddeus Stevens State School of Tech., PA	39	72	2	1

Institution System	Unit Size	Year Elected	2-Yr. 4-Yr.	# of Campuses
Tompkins-Cortland Comm. College, NY	91	82	2	1
Treasure Valley Comm. College, OR	55	80	2	1
Ulster County Comm. College, NY	86	78	2	1
Ulster County Comm. College/Staff, NY	57	84	2	1
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
Washtenaw Comm. College, MI	174	66	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. Coll./Support, PA .	12	...	2	1
West Shore Comm. College, MI	28	84	2	1
West Shore Comm. College/Clerical, MI	33	...	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 Educational 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.