The Hidden Campus Workforce: (De)Investing in Staff

by Gary Rhoades and Christine Maitland

***Gary Rhoades** is professor and director of the University of Arizona's Center for the Study of Higher Education. He studies academic labor, higher education, and institutional policy. Rhoades' publications focus on retrenchment, administrative costs, and intellectual property policies. His book,* Managed Professionals: Unionized Faculty and Restructuring Academic Labor, *will be published by SUNY Press in spring 1998.*

***Christine Maitland** has worked for the National Education Association for the last 10 years and is currently the higher education coordinator. She is currently working on an interactive CD-ROM on the future of higher education, development of the higher education research center, and collaborative projects with higher education unions and associations. She has 20 years experience in higher education labor relations. Her doctorate is from Claremont Graduate School in higher education. She publishes in labor relations and was an adjunct philosophy instructor for 10 years in Southern California.*

Most researchers on unions in higher education—and most chapters in the *NEA Almanac* —focus on faculty. Yet, in 1991, faculty members accounted for only 51 percent of the professional campus workforce and 29 percent of the total campus workforce.[1] Most growth in personnel lies outside the faculty, and much "action" surrounding campus unions, particularly in the independent sector, involves the hidden workforce of education support personnel (ESP). This chapter surveys the demography of unionized staff and tracks institutional (de)investment in education support personnel by examining clauses in collective bargaining agreements that address subcontracting and professional and career development.

About 381,805 higher education staff are unionized—about 28 percent of total staff in 1994 (Table 1).[2] More white-collar than blue-collar employees are in bargaining units (250,573 vs. 131,232). But a greater *proportion* of blue-collar employees are unionized (42.8 percent vs. 23.4 percent). Among unionized white-collar employees, the proportions and absolute numbers favor clerical staff (37.2 percent; 153,462) over professional and technical (14.8 percent; 97,111) employees.

TABLE 1

UNION REPRESENTATION RATES FOR STAFF EMPLOYEES

	Total Employees	Estimated Employees in Bargaining Units	Percent of Employees Represented
White Collar	1,070,142	250,573	23.4
Professional/ Technical	657,290	97,111	14.8
Clerical	412,852	153,462	37.2
Blue Collar	306,335	131,232	42.8
TOTAL	1,376,477	381,805	27.7

SOURCE: Hurd, 1995. Calculated from data reported in Digest of Educational Statistics, 1994 *(Washington, D.C.: U.S. Department of Education,, 1994), 228-229.*

Nearly 50 national unions represent higher education support staff.[3] The American Feder-

ation of State, County and Municipal Employees (AFSCME) represents 166,714 employees—the largest number by far. But seven other unions each represent over 10,000 staff, including NEA (14,376). In contrast, only three unions represent most faculty members.

Staff and faculty unions both are more prominent in public than independent institutions. But over 15 percent of staff employees in bargaining units work in 187 independent institutions. This represents more than 21 percent of all campuses with staff unions—a far larger representation than found for faculty.

Staff unions are geographically concentrated. In a 1992-94 survey, the highest percentage of respondents reporting staff unions were found in Middle Atlantic (60.4 percent) and New England (58.9 percent) states. The lowest percentages were found in East South Central (2.3 percent) and West South Central (4.1 percent) states.[4]

What jobs do higher education support staff hold? We examined the appendices to 149 education support personnel (ESP) contracts found in NEA's Higher Education Contract Analysis System (HECAS).[5] The array of positions found include: technical, paraprofessional, clerical, secretarial, skilled crafts, service and maintenance, and sometimes professional and supervisory personnel.

NEA's ESP bargaining unit at Central Michigan University, for example, includes 98 job titles for 137 members; five other unions represent 728 campus maintenance, clerical, food service, police, and clerical workers.

Some Central Michigan staff represented by NEA are clerical workers in central administration or in academic units. Others are technical workers in science units, technical or paraprofessional, technical or paraprofessional personnel in student services, such as admissions specialist, and financial aid record specialist. Some are craft and supervisory personnel in maintenance and facilities. Still others are technical or paraprofessional personnel in academic support services in the library and technical or paraprofessional personnel in business services, such as accounting and payroll technicians.

Classifications also include clerical and technical personnel connected with computer and telecommunications services and operations, computer repair technician, switchboard operator, telecommunications repairer / installer.[6] The list goes on and on. The variety is extraordinary.

This chapter explores two types of contractual provisions for education support personnel.

First, we review provisions in HECAS contracts covering the contracting out of support staff jobs. The terminology varies—"contracting," "contract out," "contract with private vendors," "subcontracting," and in one case each, "outsourcing" and "privatization." But the phenomenon is the same—contracting out bargaining unit work to nonbargaining unit employees. We ask: Do these provisions limit management's right to contract out work? Do the contracts protect the jobs and pay rates of existing employees if the college administration decides to subcontract jobs?

Second, we examine provisions regarding career development and training for education support personnel, and determine the most common career development and training contractual benefits.

CONTRACTING OUT SUPPORT WORK

Subcontracting provisions were a central point of struggle between staff and management in the recent labor dispute at Yale University. The university demanded unlimited rights to subcontract all future maintenance and service work, but offered to guarantee only the jobs and wages of current employees through the end of the contract. Locals 34 and 35 of the Federation of University Employees (FUE), an affiliate of the Hotel and Restaurant Employees International Union, won the dispute after Yale's 4,000 white- and blue-collar employees worked nearly all of 1996 without a contract.

Key settlement terms included: no reduction of hours, pay grades, or classifications of current or future employees in Local 35 because of subcontracting and no layoffs for the next 10 years; extra layoff provisions for Local 34 employees; no subcontracting in Yale dining halls; no subcontracting of extra, emergency, or standby custodial work; and a $7.00 an hour minimum wage for subcontract employees, with a minimum increase of 3 percent per year for the life of the contract.[7]

About 52 percent of the 149 ESP contracts in HECAS contain subcontracting provisions, but most contracts include fewer protections for newer hires. The Northcentral Technical

College, Wisconsin, contract dramatizes the ominous stakes. Current employees are protected through the life of the current contract, but the most recent hires are offered fewer rights:

> However, the District shall not contract out for goods or services which results in the layoff, reduction in regular hours, or prevents the return from layoff of any bargaining unit employee hired prior to May 25, 1994.

The Jackson Community College, Michigan, contract contains detailed clauses on subcontracting and on privatization. The page-long subcontracting clause delineates five conditions under which the employer may subcontract: lack of skills; lack of manpower, equipment, or capacity; involvement of a visiting group that requires use of other unionized employees; physical plant activities at extension centers; or introduction of new technology and techniques. The last condition is a dangerous exception for the bargaining unit.[8] The two-page privatization clause details a process for forming an administrator-union team to decide about privatizing a unit.

All but two of the 77 provisions in HECAS establish contracting out work and/or services as a "management right," an institutional or board prerogative. The phrasing varies but is usually short: "and to assign work to outside contractors," "the decision to do or contract work," "contract out work," "lawfully contracting out bargaining unit work," or "to let contracts for work or materials to others."

Two contracts contain significant exceptions to the management right rule. At the College of the Redwoods, California, contracting out is a matter for negotiation and may not occur until after bargaining:

> The District agrees it will notify the CSEA Chapter President, or in the President's absence, the Vice President, in writing in the event the District is considering contracting out any bargaining unit work. CSEA will respond within five working days of receipt of notification from the District as to whether or not it desires to negotiate. *When CSEA requests to bargain, the District will not contract the work until the bargaining obligation is satisfied* (italics ours).

Other contracts call for consultation, even deliberation, but stipulate that discussion will not delay contracting out.

The contract of the Florida State University System calls for consultation and, if the union requests, negotiation of the impact of the change on unit employees before the university contracts out work:

> Prior to entering into an agreement for contracting out work which will have an impact on employees, the universities will discuss such impact through consultation with the Local Union. The President of Council 79 may request negotiations with the Board regarding the impact on employees of such contracting out if the university and the Local Union are unsuccessful in resolving the matter.

Most contracting out provisions limit management rights; only nine contracts contain no qualification. The language in 18 of the 41 layoff provisions is *declarative,* prohibiting subcontracting that leads to the layoff of bargaining unit members. Some contracts also prohibit reducing the hours of work or preventing a return from layoff. For example:

> The right to subcontract such portions of the work which may be done by bargaining unit employees as the University deems to be in its best interest … In no case shall a regular employee covered by this Agreement be laid off or take a reduction in pay as a result of outside contracting or subcontracting of the bargaining unit work (Grand Valley State University, Michigan).

> No bargaining unit employee shall, hereafter, be laid off or be maintained on layoff status if bargaining unit work which s/he is qualified to perform is being performed by nonbargaining unit personnel, including subcontractors (Community College of Philadelphia, Pennsylvania, Memorandum of Understanding).

> The District's right to subcontract shall not result in the reduction of the present workforce (Monroe County Community College, Michigan).

> [T]o let contracts for work or materials to others where, as a direct and immediate result thereof, either no seniority employ-

> ees in the bargaining unit are laid off or where the hours of seniority employees in the bargaining unit are not reduced (Albion College, Michigan).

> The District shall not contract out for services which result in a layoff or reduction of regular hours or regular wage rates of existing bargaining unit members (Kern Community College District, California).

In contrast to declarative language, 23 clauses speak to conditions and effects surrounding the layoff of bargaining unit employees. These *conditional* clauses specify that the employer will hear suggestions (six contracts), meet and discuss (11 contracts), or negotiate the effects of subcontracting on bargaining unit employees (14 contracts). Four contracts refer only to informing the union, with no provision for consultation. Here are conditional clauses that specify the three different types of consultation:

> The employer will notify the union as soon as they intend to undertake a study to contract out any services that may effect the employment of members in the bargaining unit. It is a right of the bargaining unit to be able to submit to the employer any data, studies, expert testimony, and other such material that is relevant (Northern Montana College).

> The Association will be notified at least 30 days prior to subcontracting work performed by members of this unit. Upon written request by the Association, representatives of the College will meet and discuss with representatives of the Association at least 15 days prior to such subcontracting (County College of Morris, New Jersey).

> Upon written request of the Association, the Board will enter into negotiations with the Association with respect to the possible amelioration of the impact upon such affected employees, including their possible reassignment to other positions in the College and / or their employment by the subcontractor (Triton College, Illinois).

Detail levels vary within each type of clause, particularly within clauses that call for negotiating effects. The contracts for the University of Rhode Island and the Community Colleges of Rhode Island extensively detail conditions for discussing the "desirability of sub-contracting and to develop and establish a mutually acceptable plan for protecting adversely affected employees."

Some contracts focus on minimizing the effects on bargaining unit employees. Other contracts focus on the decision to subcontract, if that decision adversely affects bargaining unit employees:

> Prior to the Employer / University / Administration contracting out bargaining unit work, the Employer / University / Administration shall notify the Union of its intent and shall negotiate with the Union in order to prevent layoffs and to discuss the terms of the contracting out of services. The labor-management committee shall then make a nonbinding recommendation to the Employer / University / Administration (University of Massachusetts).

Most clauses establish rights for individual bargaining unit employees but do not address the ratio of bargaining unit employees to the subcontracted workers. Nor do most contracts protect future positions; management may replace vacated positions with subcontracted employees. The contract for the Sonoma County Junior College District, California, contains an important exception: "The District shall not contract out, or hire student, nonclassified unit members, to fill vacancies in existing bargaining unit positions."

The strongest clauses from the union's standpoint prevent replacing bargaining unit *positions*, not only *personnel*, with subcontracted employees:

> A bargaining unit position shall not be filled by a nonbargaining unit person (excluding long-term temporary employees) for more than 30 days, unless agreed upon in writing by the Union and the Employer (Saginaw Valley State University, Michigan).

> No full-time positions covered by this Agreement shall be staffed or replaced by part-time Employees or Independent Contractors (Reading Area Community College, Pennsylvania).

Some contracts (21) establish other limitations on subcontracting. Seven contracts specify that subcontracted work must be temporary or limited by a definite amount of time.

> Services which are normally, regularly, and continuously provided by unit bargaining members will not be contracted out. The District retains the right to contract out a service that is periodic, supplemental, short-term, or services of a specialized nature (Napa Valley Community College, California).

> It is understood that during the life of this Agreement the College will not enter into any additional subcontracting contracts except on a temporary basis or in the event of an emergency (Roger Williams College, Rhode Island, Memorandum of Agreement).

> There shall be no subcontracting, subletting or assignment outside the bargaining unit for a period exceeding 60 days in any 12 month period per classification of work performed or which is capable of being performed by bargaining unit employees, with the exception of positions vacated by employees on leaves of absence per Article I.B.2. (Northwest State Community College, Ohio).

Six contracts permit the institution to subcontract work only if bargaining unit members lack the skill to perform the work, or the capacity to complete the work on time.

> [T]he Board will not subcontract work unless (a) the skills and equipment needed to perform the work specified are unavailable in the College or (b) the schedule for such work cannot be met with the equipment or skills available for such work as determined by the Employer (St. Clair Community College, Michigan).

> The Employer will not subcontract bargaining unit work unless the skills needed to perform the work as specified are unavailable within the bargaining unit and cannot be obtained in a reasonable time (Mid-Michigan Community College).

Most contracts indicate that subcontracting will not lead to employee displacement or reduced hours, but the contract of the Coast Community College District, California, also sets a dollar limit on the services that can be subcontracted without notifying the union: "The District shall notify the Federation of each contract for services exceeding $15,000." Such clauses may enable unions to track the extent of subcontracting—data now lacking on the national and local levels.

Most decisions to contract out work are not subject to the contract's grievance procedure. After the required discussions with the union on subcontracting, the Black Hawk Community College, Illinois, contract states, the decision

> shall be final and shall not be made the subject of a grievance or arbitration proceeding, nor shall the College's decision and its implementation be made the subject of any unfair labor practice charge.

The Jackson Community College, Michigan, contract stipulates that Board decisions to privatize are taken after the recommendation of an administration-union team, but are then "binding on all parties and not grievable."

The contract for William Rainey Harper College, Illinois, in contrast, accords managers the right to "subcontract any or all of the operations performed by the employers covered by this agreement," but that right is "subject to the grievance procedure." Northern Michigan University's AFSCME contract for trades, food service, and police states: "If the matter [of subcontracting work presently performed by bargaining unit employees] is not resolved to the satisfaction of the Union," the union may file an unfair labor practice.

INVESTING IN SUPPORT PERSONNEL: PROFESSIONAL DEVELOPMENT

What provisions for professional and career development and training are found in the ESP contracts in HECAS? Several types of support are addressed, ranging from tuition reimbursements or waivers to employer-paid training for courses or workshops—sometimes during work hours. Some contracts provide for a labor-management or employee-employer committee to develop procedures for professional development opportunities.

The most common provision for professional development—83 contracts—is the waiver or reimbursement of tuition expenses at the employing institution. The benefit commonly extends to the spouse and children. The contract at Clackamas Community College, Oregon, contains a favorable clause:

> Tuition … for all College sponsored courses held within the College district will be waived for members of the bargaining unit and for members' spouse and dependents. … The College recognizes the value of staff development that may allow, through its processes, the taking of classes during work hours (A person who qualifies as a dependent under IRS regulations shall qualify as a dependent under this Section.).

Some contracts also provide for tuition and expense reimbursement for studies at other colleges, universities, and training institutions. The Clackamas contract provides partial tuition support for advanced degree coursework.

> Clackamas Community College and Mary Hurst College have developed a joint agreement for eligible employees to attend classes at Mary Hurst with the goal of obtaining an advanced degree. To be eligible, employees must have earned a minimum of an Associate degree and must file an approved Professional Development Plan with the Human Resources Officer. . . . Clackamas will pay one-third of the tuition, Mary Hurst will waive one-third of the tuition, and the employee will be responsible for one-third of the tuition. . . . For employees who wish to pursue an advanced degree not offered at Mary Hurst at an institution other than Mary Hurst, the college will provide tuition reimbursement up to one-third of per credit cost of Mary Hurst's tuition.

Advanced courses or workshops usually require approval from the employer. The contract for the Los Angeles Community College System, specifies the minimum size of the fund for tuition or other expenses.[9]

> A. The Los Angeles Community College District shall establish a fund of at least $40,000 per fiscal year for the purpose of professional development. Members of the Clerical/Technical Unit may receive tuition reimbursement in accordance with the following requirements:
>
> 1. A maximum of $2,000 not to exceed 50 percent (100 percent if classes are taken in the Los Angeles Community College District) of the tuition in any one academic year except as provided in Section 6 below. (See Appendix O for required textbooks and materials reimbursement.).
>
> 2. Tuition reimbursement shall be processed upon submission of evidence of successful completion (a grade of C or better or "pass" or "credit") of courses taken … This evidence shall be submitted by the employee to the Personnel Operations Branch.
>
> 3. Tuition reimbursement shall be made for a course, workshop, institute, or other organized activity in any of the following areas: a. The employee's current classification. b. A related classification or career ladder. c. Retraining, requested by an employee, and/or recommended by the College President or Division Head and approved by the Chancellor.
>
> 4. Courses, workshops, institutes, or other organized activities must be taken at an accredited institution. Exceptions may be made for courses, workshops, or other organized activities offered by recognized business, industry, governmental, professional, and occupational organizations or associations.
>
> 5. A request for reimbursement for professional growth must be submitted to the Committee on Tuition Reimbursement prior to enrollment and approved by the same committee.

The University of Massachusetts contract provides a formula for funding professional development activities—2.5 percent of the total bargaining unit payroll divided by the total FTE in the unit.

Some contracts also provide salary incen-

tives for completing relevant training. The contract for operating engineers at Solano Community College, California, for example, provides a 10 percent bonus above the regular pay rate for completing 46 semester units of college credit. Kern Community College, California, provides for up to three $1,000 awards for completing a professional development program.

Some contracts commit the institution to pay for expenses for required certification, licensure, or examinations. The contract for maintenance workers at Monroe County Community College, Michigan, states:

> The District agrees to pay the full tuition and authorized expenses for any employee who is directed to attend a workshop, in-service training seminar, self improvement course, or other job-related professional growth activity which is of such a nature specifically designed to provide related on-the-job-improvement. In the event a certificate of license is required by the District for employees to perform their job assignments, the District shall reimburse the employee for the cost of such certificate or license.

The William Rainey Harper College, Illinois, contract states:

> Employees may be required to attend training sessions from time to time to learn more about their work or because of new federal, state, or local regulations. Such training sessions shall be held on paid time or compensated for, if after regular working hours. The College shall assume responsibility for any unusual expenses in connection with these training sessions. If a new license is required, the College shall reimburse the employee for the new license and the employee shall be responsible for any renewal expenses.[10]

Contracts vary substantially in the ability of employees to attend courses during normally scheduled work hours. Some colleges allow employees to take one course and include that time in hours worked. Others allow, with management approval, employees to work alternative schedules so that they can attend courses. Still others specify that employees must take courses on their own time, not during normal work hours. Here are examples:

> Effective for course registrations for Spring Semester 1994 and for any subsequent semester, employees may request flex-time schedules under Article XVI to accommodate attendance in one course per semester at a time which would otherwise be considered regular working hours. To insure the completion of work during emergent situations, supervisors may require unit employees to remain on the job instead of attending classes or rearrange basic work schedules when unit employees do attend classes (Southern Illinois University at Edwardsville).

> A unit member may attend District sponsored workshops, conferences, and specialized training sessions relevant to the unit member's specific job responsibilities during working hours upon approval of the immediate supervisor at no cost to the unit member. No overtime or compensatory time shall be earned by the employee for attendance at such professional development activities. … Unit members may take a class during working hours with prior written approval of the immediate Supervisor, the appropriate Dean, and the Dean of Business. (Mendocino Lake Community College, California.)[11]

Management usually has considerable discretion over the employee's ability to pursue professional development on "company time."

Some contracts provide for a specific number of paid staff development or in-service hours or days. Union or employee representatives sometimes serve on committees planning the training.

> 22.2.1 The District shall provide release time to unit members for attendance at District sponsored in-service workshops and training sessions that are appropriate to the staff member's job skills.

> 22.2.2 The District shall consult with classified staff representatives regarding areas of mutual interest for in-service training programs. The intent of these discussions will be to identify workshop

> topics that will have the greatest benefit to both the District and the unit members (Sonoma County Junior College District, California).
>
> The WPEA shall select one member of the bargaining unit to serve on the Classified Service Employee Training Committee (Clark College, Washington).
>
> The Federation and the District shall mutually agree on location, day, time and topic for classified in-service training. The training will be offered twice a day, once per semester, at each college during normal working hours not to exceed ninety minutes. Employees covered by this Agreement shall be released to attend one of these in-service training sessions per semester (Coast Community College District, California).
>
> The District Professional Growth Committee shall continue as established. Four members of the Committee shall be appointed by the CSEA and one shall be appointed by the Superintendent. The Committee shall select its own chairperson. Such committee shall have release time to perform its function. The purpose of the Committee shall be to recommend to the Superintendent / President an in-service education program for classified employees. The in-service education program shall be composed of two parts: (a) general training for all individuals within a job classification and (b) specific courses generally available in the adopted College curriculum. … 15.5 In-Service Workshops: Three to four in-service workshops mutually agreed upon between the District and the CSEA may be scheduled and conducted each fiscal year between August and May. Workshops will be scheduled to permit maximum participation by unit members (Solano Community College, California).

A few contracts relate training to introducing new technology and new skill requirements for bargaining unit members.

> Where new equipment or modified existing equipment, necessary for the employee to perform her / his current job, requires that additional skills and / or knowledge be learned by an employee, the District shall provide the employee training in the new knowledge or skill without cost to the employee involved (Western Wisconsin Technical College).
>
> Section 8.04. Innovations and Changes. Whenever the Board installs new equipment or work procedures, or updates existing equipment or work procedures, to the extent that additional skills or knowledge shall be required on the part of the employees involved to fulfill the objectives of the innovation or change, the District shall provide, at its expense, a training program prior to implementation of the innovation or change. Any innovation or change, prior to its implementation, shall be presented to and reviewed by those employees directly affected (Southwest Wisconsin Technical College, ESP Admin.).
>
> As discussed during 1982 contract negotiations, the University and the Association recognize the introduction and expansion of electronic technology at Grand Valley State, including CRT's, word processing machines, and other electronic devices. The University hereby confirms that such equipment introduced to date was not procured for the purpose of eliminating bargaining unit work. In the event that the expansion of new technological devices makes skills obsolete, the University agrees to make reasonable efforts to make available training opportunities to employees to improve existing skills or develop new skills so that employees may better serve the needs of the University. Nothing in this Agreement shall be construed to limit the University's right to introduce new electronic technology (Grand Valley State University, Michigan).

These clauses seek to minimize the potential conflict between investing in new technology and equipment and protecting the jobs of existing support staff by making the investments mutually supportive.

Only a few contracts encourage professional development plans, career ladders, or access to mentoring or counseling center programs for higher education support employ-

ees. The Renton Technical College, Washington, contract includes a rare exception:

> Section 10.4 Career Ladder Promotions.
>
> Clause 10.4.1 It shall be a goal of the College to provide members of this bargaining unit with the opportunity to advance to more responsible positions.
>
> Clause 10.4.2 Information both general and specific relative to training and skill requirements for College positions will be available in the Personnel Office for interested employees.
>
> Clause 10.4.3 Upon properly identified completion of training requirements for a particular position, an employee who has demonstrated quality performance over a year or more shall receive priority consideration for promotion.
>
> Clause 10.4.4 Quality performance refers to the employee's rating on the College's annual evaluation form.
>
> Clause 10.4.5 A joint Career Ladder Committee will be established for the fiscal year 1995/96 with the objective of developing a program that gives employees an opportunity to advance to a more responsible position.

The upward mobility program at Victor Valley Community College, California, helps employees to identify and achieve their career goals. Assistance includes reimbursement for books, course materials and registration fees, training leave, and assigned mentors. The Belleville Area College, Illinois, contract provides for a personal development plan as part of the employee's annual evaluation. The Chabot-Las Positas Community College District, California, has an extensive, voluntary program of Career Advancement Awards (CAAPs) of $1,020 per year permanent increments on the salary schedule:

> A Career Advancement Awards Program for a unit member will consist of an individual educational and training plan which is voluntarily prepared by the unit member to improve working skills and knowledge beyond the normal requirements for the position presently held and to encourage career advancement. A program must be given advance approval and certified by the Career Advancement Awards Program Committee. Upon successful completion of the program, the staff member will receive a Career Advancement Award as described below. All members of the Classified Service who have achieved regular status are eligible to initiate a Career Advancement Awards Program. However, receipt of the increment award is limited to unit members who have been for at least one year on the highest step of their classification on the Classified Salary Schedule. Eighteen quarter units of credit, or the equivalent as determined by the Career Advancement Awards Program Committee, must be successfully completed. An "Option Program" may be also selected which requires nine quarter units of credit, or equivalent, and provides half the increment award.

CONCLUSION

What do the 149 education support personnel contracts studied here reveal about institutional commitments to (de)investing in support staff, as revealed in provisions for contracting out and for career development and training? To what extent are such clauses found in ESP contracts? What are the limits on management's right to contract out work? Do the provisions protect existing employee's jobs and pay rates if the administration decides to subcontract jobs? What provisions for career development and training are most common?

Slightly over half of the ESP contracts we studied contain contracting out provisions. Half of these provisions speak to layoffs caused by subcontracting; some prohibit these layoffs; others specify conditions of process and ways to mitigate the effects of layoff. Far fewer contracts protect bargaining unit *positions* when management contemplates contracting out. The other contracts lack provisions that might protect support staff; nine contracts establish subcontracting as an unmitigated management right. Managers thus have considerable discretion to subcontract work.

The ESP contracts address several types of support for the professional development of employees. Some contracts provide for training that precludes layoff or that follows the introduction of new technologies into the

workplace and into job requirements. Most often, contracts waive or reimburse tuition expenses at the employing institution; some contracts ensure payment of part of tuition costs at other institutions. But tuition reimbursement is a limited benefit when contrasted with faculty contracts that provide for "sabbaticals"—long-term, paid, professional development leaves. Only three ESP HECAS contracts contain similar provisions.[12]

Most contracts allow administrators to deinvest in support staff by subcontracting their services and minimizing investments in their development and training. But some unions have negotiated contracts that insure against deinvestment and encourage significant investment. Managers increasingly rely on subcontracting to retain "flexibility." Union negotiators should therefore protect their members by restricting administrative discretion in contracting out and by bolstering career development and training provisions in their contracts.

NOTES

[1] Rhoades, forthcoming.

[2] Hurd, 1995. Hurd based his calculations on data reported in the 1994 *Digest of Education Statistics*.

[3] Ibid.

[4] Ibid.

[5] The HECAS database, developed by NEA, includes over 500 faculty and staff contracts for two- and four-year campuses. Among the contracts for support staff, there are 118 different colleges. Several institutions in the database have contracts with more than one ESP unit: 113 contracts are with two-year colleges, and 36 contracts are with four-year institutions. The database includes contracts negotiated by bargaining agents of 14 national unions: American Association of University Professors, American Federation of Labor-Congress of Industrial Organizations, American Federation of State, County, and Municipal Employees, American Federation of Teachers, American Nurses Association, Culinary Craft Association, Fraternal Order of Police, International Brotherhood of Teamsters, International Union of Operating Engineers, National Education Association, Office and Professional Employees International Union, Service Employees International Union, United Automobile Workers, and United Brotherhood of Carpenters and Joiners of America.

[6] Rhoades, forthcoming.

[7] See the AFSCME web page for information.

[8] The contract of Prairie State College, Illinois, includes similar language.

[9] The contract for Finger Lakes Community College, New York, provides a $13,000 fund.

[10] The contracts for Lansing Community College, Michigan, Nicolet Area Technical College, Wisconsin, and Wisconsin Indianhead Technical College contain similar language.

[11] The contracts for San Diego Community College District and Northeast Wisconsin Technical College contain similar language.

[12] Finger Lakes Community College, New York, provides for two months at full pay and four months at half pay for employees with six years of service. Schenectady Community College, New York, provides for paid sabbaticals. Atlantic Community College, New Jersey, provides for sabbaticals for employees with at least a bachelor's degree and six years of full-time service.

REFERENCES

Hurd, R.W. *Directory of Staff Bargaining Agents in Institutions of Higher Education*. New York: The National Center for the Study of Collective Bargaining in Higher Education and the Professions, School of Public Affairs, Baruch College, City University of New York, 1995.

Rhoades, G. "Reviewing and Rethinking Administrative Costs." In *Higher Education: Handbook of Theory and Research*, eds. W.G. Tierney and J. Smart. New York: Agathon Press, forthcoming.