ABSTRACT. This article offers a case study of labor relations in a higher education setting. The University of Bridgeport’s faculty union was certified in May 1973 and decertified in August 1992. Contract negotiation disputes centered on shared governance, managing faculty reductions during a time of inflation and declining enrollments, and determining fair wages. The private university experienced four faculty strikes, culminating in a two-year faculty strike – the longest in U.S. higher education history. The university was also the first institution of higher education in the United States to hire permanent replacement faculty during a strike. In 1990, leaders of the locked-out striking faculty unsuccessfully lobbied for a state government takeover of the nearly bankrupt university. The case study highlights a plethora of complex ethical issues faced by administrators, faculty, and unions during times of economic decline.

KEY WORDS: Collective Bargaining, Governance, Unions

PRE-UNION HISTORY

The University of Bridgeport (UB) has operated under crisis management conditions for much of its history, beginning with its founding as the Junior College of Connecticut in 1927. Junior colleges, similar to today’s community college system, offered two-year Liberal Arts programs that enabled graduates to transfer as juniors to a four-year college and continuing education courses for part-time adult students wanting to improve their job prospects or career advancement. The junior college, located in downtown Bridgeport, the state’s largest city, nearly went bankrupt several times during its first eighteen years. The October 1929 stock market crash and ensuing economic depression ruined enrollment projections one-and-a-half years after the school opened. The school barely survived the 1930s, and then the male student population plummeted a second time when the United States declared war on Japan in December 1941. But after World War II ended, enrollment nearly tripled, increasing from 709 students in 1945 to 2,053 in 1946, as returning war veterans availed themselves of federally-funded financial aid. This led to another, though more welcomed, crisis – too many students and not enough professors or classrooms.

In 1947, the junior college expanded, becoming the University of Bridgeport (UB), a private regional four-year university. It primarily attracted first generation college students from Connecticut and nearby states, many having been rejected by higher quality institutions, and gained a reputation as a solid school with a party atmosphere. Student enrollments, faculty size, and campus construction boomed during the 1960s. By 1970, UB had 343 full-time professors teaching 8,938 students, evenly divided between full-time and part-time students, on a campus with enough classroom buildings and dormitories to serve 10,000 students. The newly hired full-time professors who arrived in the mid- to late-1960s, most graduates of doctorate granting universities, developed academic programs that would enhance student quality. During the next two decades, the faculty and administration created nationally respected programs in cinema, industrial design, gerontology, and computer engineering.

Unexpectedly, student enrollments peaked during the 1970–1971 academic year (see Figure 1), and university administrators and faculty were beset by three major problems – declining enrollment, cost escalation, and faculty labor market shrinkage.

First, UB enrollments began to decline for a variety of reasons, chief among them were the expansion of the state’s highly subsidized public university system and stiffer competition from nearby lower-priced private universities. In addition, as the tail end of the baby-boom generation graduated from high school, there was less need for elementary and high school teachers. The School of Education was UB’s largest college and
decreased demand for its graduates translated into a dramatic decline in student applications.

Second, energy costs and inflation soared just as major bills from UB’s late 1960s building boom came due. A 1972 Price Waterhouse report projected a $785,000 deficit for the fiscal 1972–1973 budget when an enrollment dip coincided with a significant rise in inflation, and a $7.5 million accumulated deficit by 1976 if changes were not made. A committee chaired by the Business School Dean recommended implementing emergency policies to stop UB’s flood of financial losses, including a 20 percent reduction in faculty over two years. Accustomed to continual growth, neither the administration nor faculty seriously considered the recommendations. After all, the faculty maintained, UB was a university focused on improving program quality, not a corporation needing to cut costs to maintain short-term profitability.

Lastly, the academic job market collapsed. Many professors hired in the mid-1960s had accepted faculty positions at UB as a stepping-stone to more prestigious universities. Ambitious, and now tenured, faculty, robbed of their dreams and stuck at what they considered a second- or third-tier regional school, sought to create a more sophisticated university in Buffalo. Not willing to be treated as “hired hands,” the faculty looked toward the growing higher education labor movement as a means to ensure greater influence in university governance, program quality and financial matters.

When administrators refused to negotiate with a faculty wage committee during the 1973 Spring semester, a coalition of politically liberal and conservative faculty agreed that some countervailing force was necessary to offset what they perceived to be arbitrary dictates. For many years, salary negotiations felt like begging for charity and the faculty received only what the administration had been inclined to give in the first place, and now even this paternalistic good will was lacking given soaring inflation rates. The Faculty Council explored overtures from several unions and in May 1973, the faculty voted by a 3 to 1 margin to authorize the American Association of University Professors (AAUP) as their bargaining agent. Liberal Arts faculty took most of the leadership positions in the union. Five months later, the Board of Trustees demanded, and received, the university president’s resignation. The Trustees promised the new university president, Leland Miles, a signed union contract before he would officially take office in August 1974.
On August 15, 1974, Leland Miles arrived on campus amid high expectations. He served as UB’s Dean of Arts and Sciences from 1964–1967 and had recruited many of the now disgruntled Liberal Arts faculty with his vision of UB becoming a small Ivy League school, a “little Yale.” But UB’s golden years were the past, not the present. President Miles faced an uphill battle when the administration’s negotiating team failed to achieve a signed union contract prior to his arrival. Worse yet, Harry Rowell, the new Vice President of Finance and Administration, reported that UB’s $1.5 million accumulated deficit was really $5 million when all university costs were put on the same balance sheet. Rowell projected an additional $600,000 budget deficit for the new academic year.

In order to control costs, the administration’s negotiating team proposed a salary freeze until President Miles and Rowell could better understand the depth of UB’s financial crisis. The union’s negotiating team, consisting of the union lawyer and faculty recruited by the union’s Executive Committee, proposed a raise equivalent to the soaring inflation rate, which was 12 percent. A similar major disagreement concerned governance issues. The administration differentiated between academic matters, such as curriculum and program quality, and nonacademic matters, such as budgeting and termination procedures, and defined shared governance in terms of faculty involvement in the former but not the latter. The faculty union, on the other hand, defined shared governance in terms of faculty involvement in all administrative decisions, and wanted these procedural guidelines contained in the union contract.

A strike at the beginning of the school year was averted following the arrival of a federal mediator. The one-year contract agreement included an across-the-board raise significantly below the inflation rate, which favored the administration, and the inclusion of the national AAUP’s 1940 Statement on Academic Freedom and Tenure, and its 1966 Statement on Government of Colleges and Universities, which favored the faculty.

Four layoff provisions in the newly signed contract dominated contract discussions over the next sixteen years. First, tenured faculty could only be laid-off under conditions of “financial exigency” (i.e., a program, department or college had an urgent financial problem). Second, financial exigency had to be demonstrated to be bona fide, not merely asserted by the administration. Third, laid-off tenured faculty had to be given a final one-year teaching contract and one-year severance pay. Fourth, layoff disputes could be grieved to an outside arbitrator for a binding decision.

Tuition accounted for 90 percent of the school’s revenue. When enrollment significantly declined by 10 percent in September 1974, President
Miles cut costs rapidly during his first academic year to balance the private university’s finances. He closed a recently built ten-story dormitory, eliminated UB’s highly-ranked football team, and froze hiring and tenure positions. President Miles also announced the need for a 10 percent faculty reduction and declared financial exigency, which allowed him to dismiss tenured professors.

In the midst of the Spring 1975 budget cutting activities, the administration and faculty negotiating teams began working on a new three-year contract. President Miles provided the administration’s negotiating team with wage and governance parameters, establishing the upper limits in both areas, and relied on the team, typically led by the director of personnel, to obtain the best deal possible within the parameters. The administration team, trying to avoid a mushrooming deficit, proposed a one-year wage freeze followed by eight percent pay raises for each of the next two years. The administration also proposed replacing the granting of tenure with a renewable contract system and eliminating the current contract’s outside arbitrator provision. Dismissed faculty would have to appeal layoff decisions through a more costly and time-consuming court case rather than binding arbitration.

The faculty union would not accept these conditions, particularly the governance give-backs, and declared a strike beginning the first day of the fall semester. Eighty of the bargaining unit’s 270 members marched on a picket line, uncomfortably carrying signs and chanting slogans, when classes began. But not all the union members obeyed the strike vote. Most strikers were faculty in Liberal Arts, Education and Fine Arts, the academic areas hardest hit by the enrollment decline. Strike support was much weaker in the professional schools, whose more highly paid professors tended to come from a corporate or manufacturing background. Only 5 percent of the engineering faculty, 20 percent of the business faculty, and 40 percent of the nursing faculty went on strike, the remainder crossed the picket line. The schism between faculty in the Liberal Arts and professional schools would remain throughout the union’s existence.

A federal mediator persuaded both parties to accept trade-offs on the third day of the strike. The administration agreed to maintain the tenure system and to allow binding arbitration for faculty grievances. The union accepted the administration’s wage proposals, including a one-year wage freeze.

The strike was an exhilarating experience for a core group of Liberal Arts faculty and economics professors housed in the Business School. Iconoclastic professors, who typically taught and wrote in isolation from one another, had formed a strong bond fighting a common enemy, the administration. They shared common frustrations, freely expressed them-
selves on the picket line, and were victorious on governance issues. Many of those who crossed the picket line stopped attending union meetings, or if they did attend, found the atmosphere inhospitable to dissent. The union soon came to represent the views of the Liberal Arts faculty more than those of professional school faculty.

STRIKE FALLOUT AND DECLINING DEMOGRAPHICS

The administration, on the other hand, considered the strike shortsighted. It generated a tremendous amount of negative local publicity that made student recruitment and philanthropic contributions more difficult, thus further threatening faculty jobs. President Miles balanced the budget by increasing tuition, reducing educational programs, and cutting student services. More than five hundred students protested the Spring 1976 tuition increase, complaining about paying more money for less service. The protestors burned President Miles in effigy and destroyed school property.

Another cause for administrative concern was a Census Bureau report projecting a dramatic 42 percent decline in the number of 18 year olds in Connecticut between 1979 and 1994. In addition to the end of the baby boom generation, New England’s industrial base collapsed. Businesses relocated to southern and western states, taking their employer funded part-time students with them. Private colleges and universities in Connecticut that didn’t respond quickly to the changing demographics would be forced to close given the state’s over-crowed higher education field.

President Miles prevented an enrollment freefall by lowering acceptance standards and acquiring a bankrupt independent Law School. Faculty, struggling to enhance the quality of their academic programs, complained bitterly about the increase of poorly performing students in their classes and money being diverted to pay for Law School acquisition and start-up costs. Labor law exempted the new and highly paid Law School faculty from joining the union.

The 1970s student trend away from liberal arts majors and toward practical career-oriented majors resulted in a sixty percent decline in liberal arts applications at UB. President Miles responded to this cultural shift by developing a new vision for the university – a “little MIT” – where Liberal Arts programs would primarily provide foundational courses for the more popular career-oriented programs. UB’s new mission was to become a first-rate urban university linked to the employment needs of southwestern Connecticut. President Miles cut Liberal Arts budgets to improve the quality of UB’s Business, Engineering and Law programs. The faculty
union, whose most active members were drawn primarily from the declining Liberal Arts programs, boycotted President Miles’ 1977 long-range planning meetings, perceiving them to be foregone conclusions. They argued that President Miles was over-reacting to a temporary fad by gutting the university’s heart. President Miles eventually eliminated one-third of the university’s 175 majors, most of them in liberal arts.

**The Sixteen-Day 1978 Faculty Strike**

The administration opened the 1978 contract negotiations with a declaration of “Management Rights” that eliminated the shared governance provisions in the existing union contract. This would give President Miles greater flexibility to quickly downsize Liberal Arts programs to financially save the university. The administration sought to restrict the union’s bargaining domain to salary issues and assign academic shared governance matters to noncontractual structures, such as the Faculty Council and University Senate. The administration also proposed replacing tenure with three-year renewable contracts, and laying off tenured faculty with six months notice and no severance pay.

From the union’s perspective, the legally binding hiring, tenuring, and dismissal contract provisions had been a major step forward in faculty rights and were needed now more than ever with President Miles refocusing the university’s mission. The faculty union rejected these give-backs. The two parties were also in disagreement on wage increases. With inflation at 9 percent, the union requested a 12 percent wage increase for each year of the three-year contract. The administration said it could only afford annual raises of 3, 4, and 5 percent.

The two parties were still far apart when the existing contract expired on August 31. Neither the faculty nor administration wanted another strike, so they agreed to extend the previous contract an additional three weeks. Little progress was made and on September 21, two weeks after classes began, 80 percent of the full-time faculty went out on strike, ignoring Rowell’s threat to replace them.

Similar to the 1975 strike, salary issues were important, but secondary. The driving force behind the faculty job action was the administration’s “Management Rights” declaration. The striking faculty wanted greater, not less, decision-making authority to protect program integrity; they wanted to build up their programs, not tear them down. In addition, nobody wanted to be laid off, particularly middle-aged tenured Liberal Arts professors in a very tight job market. Higher status schools were similarly over-tenured, so
laid-off faculty would have to compete for scarce positions at lower-status schools.

Rhetoric by both sides escalated and student leaders sued both the administration and faculty for canceling already paid for classes. Parents were furious and began transferring their children to other schools. The situation looked bleak on the strike’s twelfth day when the union rejected the administration’s “final” offer. President Miles responded by suspending classes, except those in the Law School whose faculty were not union members. Rowell predicted that students would pressure faculty back into the classroom, causing the faculty union to self-destruct. Instead, students protested against the administration for breaking off negotiations and the student newspaper called for President Miles’ resignation.

Four days later, the 16-day strike ended with the union’s acceptance of the administration’s proposal to create a 3-person nonbinding mediation panel to reconcile differences. The panel’s recommendations, which both sides accepted, was a major victory for the faculty union: governance issues remained in the new three-year contract and tenure maintained, as were one-year notification and one-year severance pay provisions for laid-off tenured faculty. In addition, most faculty grievances could still be sent to binding arbitration. In terms of wage increases, the faculty received raises totaling 21 percent, rather than 36 percent, over three years. In December, the faculty voted no-confidence in President Miles’ administration by a 4–1 margin. Shortly thereafter, Rowell accepted a higher paying position with a nearby company, whose president served on UB’s Board of Trustees.

Administrative Deans resisted following the very detailed layoff procedures for tenured faculty contained in the new union contract (see Table I). The deans feared that the issuance of tentative layoff notices would create bad feelings between the tenured faculty and administration and generate negative newspaper articles that would hamper student recruitment efforts. Instead, the deans chose to reduce faculty through attrition and nontenured faculty layoffs, hoping that creative program adjustments and marketing efforts would prevent anticipated enrollment declines and make tenured faculty layoffs unnecessary.

President Miles pursued an array of innovative revenue enhancing strategies over the next few years, including a unique partnership with the state government. He proposed relocating Housatonic Community College, housed at the time in an abandoned city warehouse, to a vacant campus building and renting space to the University of Connecticut for nonredundant graduate programs. “Excess” UB professors would teach in both academic endeavors. Unfortunately, both ideas were rejected. Next, President Miles proposed that the state reduce the University of Connecti-
TABLE I

Procedure for Laying off Tenured Faculty

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 1, 1979</td>
<td>Administration provides written notice, with supportive data, informing union of intent to reduce an educational unit or program</td>
</tr>
<tr>
<td>January 20, 1980</td>
<td>Faculty committee responds whether layoff is really needed</td>
</tr>
<tr>
<td>February 1, 1980</td>
<td>Union president and faculty committee meet to discuss faculty committee’s conclusions about layoff need</td>
</tr>
<tr>
<td>February 8, 1980</td>
<td>Faculty department meets with Dean to discuss proposed layoff</td>
</tr>
<tr>
<td>February 15, 1980</td>
<td>Dean identifies specific tenured faculty to be laid-off</td>
</tr>
<tr>
<td>March 15, 1980</td>
<td>Vice President of Academic Affairs meets with faculty member to discuss possible alternatives for continued employment</td>
</tr>
<tr>
<td>May, 1980</td>
<td>Faculty member signs a one-year terminal contract</td>
</tr>
<tr>
<td>May, 1981</td>
<td>Faculty member teaches final class session</td>
</tr>
</tbody>
</table>

cut’s highly subsidized budget by forty percent, giving half the savings to the state’s private universities to lower tuition for state residents, an idea the University of Connecticut successfully lobbied against.

Lastly, the University of New Haven (UNH) approached President Miles about a potential merger between the two nearby private institutions facing the same bleak demographic projections. UB hesitated when UNH announced an unanticipated $1 million deficit, which would exacerbate UB’s own financial problems. UNH backed out of the negotiations when they sensed that President Miles wanted to takeover UNH rather than merge with it.

THE 1981 AND 1984 CONTRACT NEGOTIATIONS

The United States Supreme Court’s surprising February 1980 *Yeshiva* decision hovered over the 1981 contract negotiations. By a 5 to 4 vote split along ideological lines, the Supreme Court ruled that Yeshiva University faculty were not entitled to collective bargaining rights because they performed managerial duties by participating in hiring, promotion, and dismissal decisions. Labor lawyers unsuccessfully argued that only a small percentage of faculty participated in these governance activities; most faculty simply taught their courses, the primary labor activity at a university. Even department chairman, who typically were relieved of three teaching credits for administrative activities, spent most of their time teaching, not
administrating. Following this ruling, faculty unions at private universities existed under the good graces of administrators, not the law.

President Miles informed union leaders that UB could decertify the union by invoking Yeshiva, but he would not do so for the sake of the faculty. Instead, the administration sought to streamline the faculty termination process in the 1981 contract and remove department chairs from the bargaining unit, both of which were opposed by the union. The union proposed a 33 percent wage increase over the next three years because annual 12 percent inflation rates resulted in a 14 percent decline in faculty purchasing power since the 1978 contract. The administration said UB could only afford half that amount because student enrollment had declined by 8 percent during the contract period and operating expenses had to be restrained. A contract agreement was mediated just six hours prior to a strike deadline when the administration, still shell-shocked from the 1978 strike, agreed to the union’s governance demands and compromised on wages.

The union took a conciliatory approach for the 1984 contract negotiation and proposed what it considered to be a very reasonable annual wage increase of two percent above inflation, which was now a stable 4 percent, several months prior to the contract deadline. The administration, concerned about an anticipated major enrollment decline, proposed a wage freeze for the first year followed by annual three percent increases for faculty members who were now among the highest paid in the state.

Piqued by the wage freeze proposal, the union withdrew its offer and asked for raises totaling 40 percent over the next three years. Claims that UB could not afford the pay package were met with skepticism after President Miles announced that a ten-year $30 million fundraising campaign was completed three years early and $6 million over its goal. Although the money raised was for capital expenses, the union insisted that some of the money could be reallocated to cover faculty salary increases. An agreement similar to the union’s initial wage proposal was reached with the aid of a federal mediator moments before a strike deadline.

THE 1987 MILES–GREENWOOD TRANSITION AND TWO-DAY STRIKE

President Miles announced his retirement in April 1986, effective in June 1987, and was proud of his many accomplishments. He had inherited an overbuilt campus, declining enrollments, growing deficits, and a recently unionized faculty. President Miles balanced eleven of thirteen budgets despite a 40 percent decline in full-time undergraduate enrollment, designed and implemented two long-range plans, professionalized administrative
duties, significantly increased annual giving, and administered more na-
tionally accredited programs than any nearby school except Yale.

A presidential search committee advanced three replacement candi-
dates. The administration and faculty each preferred different leading
candidates, both of whom took positions elsewhere. That left Janet Green-
wood, president of Longwood College, a small, rural, nonunion four-year
public institution in Virginia, on the short list. President Miles and the
Board Vice Chairman recommended that the Trustees reopen the search, as
did a committee of top administrators, which included the Vice Presidents
and academic Deans. Their objections to Dr. Greenwood were based on her
lack of experience managing a private university, with a unionized faculty,
in a decaying urban environment.

A majority of Trustees, however, were impressed with Dr. Greenwood’s
turnaround success at Longwood College. In addition, Dr. Greenwood had
been a Vice Provost at the University of Cincinnati during a six-day faculty
strike in 1979. The Trustees did not want an interim president with the
school’s anticipated enrollment decline and its attendant financial issues.
This being Dr. Greenwood’s second consecutive turnaround presidency,
she informed Trustees that she did not anticipate serving beyond her initial
five-year contract.

Forewarned by the faculty of potential deficits, Dr. Greenwood gained
assurances from Trustees and UB’s auditing firm that the school had a
balanced budget and no accumulated deficits. She also obtained assurances
from the union president to forge a new collegial collective bargaining
partnership. Dr. Greenwood took over the university’s presidency during
the summer of 1987 and, like her predecessor, arrived on campus in the
middle of a new three-year contract negotiation.

The faculty did not fully recognize the depth of UB’s precarious
financial situation. Union leaders, despite the qualms they shared with
Dr. Greenwood during the presidential search process, were convinced UB
had substantial financial resources. The administration continually lauded
its fundraising success and consistently managed to pay contractual wage
agreements they previously said they could not afford. Faculty, not fully
understanding that the Trustees owed President Miles a one-and-a-half
year sabbatical from prior contractual agreements, believed the Trustees
had provided President Miles a generous severance package. In addition,
hundreds of thousands of dollars were being spent on remodeling an ad-
ministration building into a campus residence for President Greenwood’s
family.

During the summer of 1987, a national AAUP accounting expert the
union retained to examine the university’s financial records concluded that
UB was in “excellent financial condition.” He claimed that UB’s adminis-
tation created the appearance of financial problems at contract negotiation time by transferring money among various accounting funds, an assertion the administration vehemently denied. In reality, the administration was using tuition revenue to pay unfunded capital expenditures already incurred, items they expected to pay with fundraising pledges that were never forthcoming.

Union leaders blamed administrative decisions during President Miles’ tenure, not demographics, for enrollment declines, pointing out that two nearby private universities had stable or increasing enrollments. They argued that President Miles’ strategy to turn UB into a “technical school” failed to attract students and the university’s future success rested on a renewed effort to adequately market Liberal Arts programs. The departing President Miles countered that the enrollment decline would have been a lot worse if he hadn’t redirected the school’s focus toward the professional programs, and that one of the nearby universities was a new low-priced Catholic institution and the other Fairfield University, a Jesuit-operated school with a strong national reputation. President Miles approached the Trustees about breaking the faculty union by declaring Yeshiva as a parting gesture. But the Trustees feared the chaos it would create for the school’s incoming president, who had promised the faculty that she would not declare Yeshiva, and declined his offer.

In anticipation of a 5 percent enrollment decline, the administration initially offered faculty yearly raises of 1.1 percent for the new 1987–1990 contract. The union proposed a 7.75 percent wage increase for the first year followed by cost-of-living raises the next two years, no less than 6 percent and no greater than 12 percent. The union argued that any necessary financial cuts should begin and end with a highly paid, bloated administration that had grown into a multi-layered bureaucracy under President Miles. The union declared a strike despite the administration’s 4 percent wage offer. Unlike the two previous strikes, this one was solely about money.

Professor Alfred Gerteiny, the newly elected union president, had arrived at UB during the 1960s expansion and fought against President Miles’ dismantling of Liberal Arts programs, including his own History Department. President Greenwood personally intervened on the second day of the strike and drove Gerteiny to picturesque Seaside Park where she reminded Gerteiny of his previous promise to forge a collegial bargaining partnership. They quickly agreed to a 6 percent wage increase the first year and 6 to 8 percent the following two years, depending on the inflation rate, pending approval by their respective negotiating committees. Based on a certified Price Waterhouse audit of UB’s financial records, President Greenwood believed the money was available and gave a similar raise to all UB employees. The contract was signed in time for the late evening news.
Two months later, President Greenwood’s own financial consultants uncovered a $2.3 million deficit from the last year of Miles’ presidency, much like Harry Rowell had done when President Miles arrived. They attributed the deficit to enrollment decline, unfulfilled fundraising pledges and unaccounted costs. The consultants projected that the deficit would grow substantially as a result of additional enrollment declines and the recently agreed to across-the-board raises. President Greenwood reacted quickly and eliminated $4 million from the operating budget by closing another dormitory, laying off twenty low-level administrative personnel, and freezing all administration salaries for the 1988–1989 academic year. President Greenwood’s honeymoon with the union ended when, nine months into her first year, she announced the need to eliminate sixty faculty positions or achieve an equivalent $3 million in financial savings from the faculty budget. In some academic programs, the ratio of student majors to faculty was as low as 2 to 1.

President Greenwood explored replacing some upper-level administrators, including vice presidents, but was informed by UB attorneys that administrators had career tenure. She could not summarily fire them, and if she demoted them back to their academic departments they would maintain high paying administrative salaries. UB could not afford this option so President Greenwood relied heavily on employing outside consultants for assistance. The union interpreted this extra budgetary item as another sign of hidden financial resources.

As if the deficit wasn’t troubling enough, crime soared during the Fall 1988 semester when crack cocaine arrived in the two public housing projects that bordered the northern part of campus. Within the first three weeks of the new school year, the Student Council President was mugged and shot in the Student Center parking lot, a female student was kidnapped from her dorm room, and a student from India was forced at gunpoint to withdraw all her savings from an automated teller. One year later, a UB student was murdered at a fraternity party. President Greenwood was inundated with telephone calls from worried parents when a *New York Times* article about the murder quoted a student saying she would consider herself lucky to still be alive by graduation. President Greenwood’s on-campus residence, which she shared with her bed-ridden terminally-ill mother, was burglarized several times, and her sleep interrupted by the sound of nearby gunshots.

By January 1989, the $2.3 million budget deficit President Greenwood inherited from the Miles administration ballooned to $10.2 million. The economy experienced a severe downturn and many part-time students who
had their tuition paid for by their employers found themselves unemployed. Without tuition support, they withdrew from UB. President Greenwood sought financial give-backs from the faculty union in mid-contract to eliminate the $500,000 1988–1989 fiscal year budget deficit. The union proposed that half the deficit be funded by give-backs from all university personnel, including administrators, and the other half from a matching grant by the Board of Trustees. When President Greenwood and the Trustees rejected the union’s proposal, union leaders claimed that UB administrators were once again “crying wolf” at the faculty’s expense.

Although Gerteiny refused President Greenwood’s request for mid-contract wage concessions, he agreed to encourage faculty to take advantage of early retirement options. Initially, fifteen professors signed up for early retirement and others indicated a willingness to study the offer. President Greenwood announced that at least forty-five more faculty positions had to be eliminated over the next three years, including twenty more by June 1990. According to a consultant’s report, UB had enough faculty to teach 7,000 students, rather than the 5,200 currently enrolled.

In July 1989, stuck with the union contract and a spiraling deficit, President Greenwood secured a $12.7 million loan, including a $2.5 million two-year line of emergency credit, from eight banks. The loan was obtained by putting up $22 million of real estate as collateral and agreeing to eliminate $3 million from faculty compensation to balance the 1990–1991 fiscal year budget. Union leaders accused bankers on the Board of Trustees of a conflict-of-interest; after contributing to bad policy decisions that threatened the financial well-being of the institution, they would gain prime real estate on Long Island Sound if UB, now under “bank oversight,” defaulted.

Next, accrediting bodies took aim at UB. In October 1989, the New England Association of Schools and Colleges’ (NEASC) initial site visit team criticized the school’s inadequate library, low faculty morale, confused governance structure, unclear mission and insufficient funds. Three months later a state accrediting agency used the NEASC report to justify extending UB’s accreditation for only two years rather than the usual five.

Temper flared on campus when the Liberal Arts dean hastily terminated 45 part-time professors and cancelled their courses on the first day of the Spring 1990 semester to immediately offset a $94,000 employee payroll deficit. Students protested and President Greenwood, concerned about procedural issues, rehired the professors. Gerteiny demanded the resignation of President Greenwood and Edwin Eigel, Vice President of Academic Affairs and Provost, for not consulting the union prior to the initial faculty firings.
NEASC privately asked President Greenwood to “show cause” why UB’s accreditation, with a projected $2.4 million fiscal year deficit, should not be put on probation for insufficient funds. On March 12, 1990, in the midst of developing an administrative response and trying to manage a severe cash flow problem, President Greenwood verbally declared financial exigency. She announced the need to eliminate 50 faculty positions, representing 27 percent of the 185 non-Law School faculty, without one-year prenotification or severance pay, by the end of the semester. Otherwise, she argued, tuition would have to increase by $3,000 to balance the budget, an amount that would cause all the remaining students to leave. President Greenwood maintained that a declaration of financial exigency preempted the contractual obligations governing layoff procedures and severance pay. She gave the union two weeks to help determine which fifty professors should be terminated.

From the union’s perspective, laying off a quarter of its members without due process was not only illegal but also a declaration of war on the union. The union filed a federal lawsuit for egregious violations of contract provisions. According to the national AAUP standards embedded in the union contract, President Greenwood had to provide (1) supportive documentation prior to declaring financial exigency, (2) one-year notification and (3) one-year severance pay. In addition, union leaders argued, laying off 50 faculty sacrificed program integrity for short-term accounting concerns, making UB less attractive to potential students. When it became clear that the federal judge would likely rule in favor of the union, President Greenwood agreed to honor the contract until it expired in August.

**THE FIRST YEAR OF THE LONGEST FACULTY STRIKE**

As with previous contract negotiations, at the end of the spring semester union members overwhelming voted to authorize a strike if a new faculty contract was not signed by midnight August 31. The negative media publicity surrounding the aborted March layoffs, along with unfavorable demographic trends, resulted in a 5% enrollment decline for the upcoming Fall semester and a $6 million budget deficit for the 1990–1991 academic year. In addition, UB would be in default of the bank loan if President Greenwood did not eliminate $3 million from faculty payroll. Students transferring out told faculty they feared that the programs and professors they needed to graduate were in the process of being eliminated.

The Trustees armed President Greenwood for the 1990 contract battle by hiring John Sabanosh, who had a “union-buster” reputation in the business sector, as the new chief negotiator. Sabanosh, with little experience
in academia, developed a “Final Proposal” that included cutting faculty salaries by 30 percent, reducing health benefits, and eliminating the university’s 9.5 percent pension contribution. The final proposal reduced layoff notification from one year to only thirty days and eliminated severance pay, thus giving President Greenwood greater flexibility if future faculty layoffs were needed. The union rejected the final proposal.

The union bargaining team, assuming the last thing UB needed was another strike, had prepared for contract negotiations by reading Getting to Yes, a book on mutual-benefit negotiating. Initially, they were willing to consider financial concessions in exchange for a greater role in university governance. But Sabanosh’s contract proposal reintroduced the concept of “Management Rights,” which included the administration’s right to choose course materials, a clear violation of national AAUP shared governance standards. Faculty were being asked to give up contractual rights they had worked sixteen years developing, and to refight a battle they had won in 1978. Union leaders felt as though they were being offered no middle-ground short of surrender, and that the administration did not trust input from highly committed faculty members who had been at UB longer than any current administrator.

The union countered that they would accept the 30 percent salary reduction if a similar reduction was imposed on administrators. Sabanosh rejected this offer because administrators had recently taken a seven percent pay cut. Next, the union offered to avert a strike if the previous contract’s nonfinancial provisions remained in effect pending further negotiations, and salary and benefits issues were submitted to binding arbitration. Sabanosh rejected this proposal because it did not immediately eliminate $3 million from faculty payroll, a bank loan requirement.

The administration also made enemies of the university’s two other unions, whose contracts had expired June 30th. On August 6, the administration unilaterally imposed a 4 percent pay cut on Local 1199 of the New England Health Care Employees Union, which represented UB’s service and maintenance employees. On August 15, the administration notified Local 153 of the Office and Professional Employees International Union, which represented UB’s secretarial staff, that a similar 4 percent pay cut would be imposed the following week.

On September 1, 1990, five days prior to classes, all three unions jointly went out on strike. Enrolled students began withholding tuition payments, worsening UB’s cash flow crisis. Provost Eigel threatened to hire permanent faculty replacements with tenure-track contracts. The union did not take the threat seriously, no university had ever employed permanent faculty replacements for striking faculty and President Miles made a similar rhetorical threat during the 1978 strike. Furthermore, tenure-track hirings
typically took six months and involved faculty participation in the recruiting and approval process. Based on previous experiences, many faculty assumed the strike would end quickly, with the administration agreeing to a compromise, such as trading management rights provisions for faculty acceptance of a reasonable pay cut, to avoid losing more students.

When school started on Thursday, September 6, UB was without the services of secretarial staff, clerks, dorm and office housekeepers, maintenance workers, and 125 of 175 full-time faculty. Most of the fifty full-time faculty who crossed the picket lines were in Business, Engineering, and Industrial Design. The Law School continued to be fully operational. Administrators felt threatened by the more militant behaviors of the food service and maintenance workers union, which included a fire in the library basement, harassing phone calls, and a rumor that student food might be poisoned. President Greenwood told concerned students and parents everything possible would be done to end the strike in a few days.

The next day, President Greenwood reiterated that her goal was to cut faculty salaries, which were at the high end of benchmarked institutions, not break the union, and slightly modified the administration’s Final Proposal. The administration offered the union a choice between either a 28.5 percent pay cut with no faculty layoffs or a 19.5 percent pay cut with thirty-nine faculty terminations. She expected the union to accept one of these options given the school’s now obvious financial problems; the faculty would come back on the administration’s terms, the school could make payroll, and then together they would devise a rational layoff plan. But both options included a thirty-day layoff notice and no severance pay, which the union had already declared unacceptable. With an average faculty salary of $46,000, the former meant a $13,100 pay cut for everyone and the latter an $8,970 pay cut plus a one-in-five chance of being terminated. Sabanosh gave the faculty union until 5:15 p.m. Tuesday to choose. The faculty union rejected both proposals over the weekend and promised to submit a counterproposal in the near future.

The next day, President Greenwood reiterated that her goal was to cut faculty salaries, which were at the high end of benchmarked institutions, not break the union, and slightly modified the administration’s Final Proposal. The administration offered the union a choice between either a 28.5 percent pay cut with no faculty layoffs or a 19.5 percent pay cut with thirty-nine faculty terminations. She expected the union to accept one of these options given the school’s now obvious financial problems; the faculty would come back on the administration’s terms, the school could make payroll, and then together they would devise a rational layoff plan. But both options included a thirty-day layoff notice and no severance pay, which the union had already declared unacceptable. With an average faculty salary of $46,000, the former meant a $13,100 pay cut for everyone and the latter an $8,970 pay cut plus a one-in-five chance of being terminated. Sabanosh gave the faculty union until 5:15 p.m. Tuesday to choose. The faculty union rejected both proposals over the weekend and promised to submit a counterproposal in the near future.

The stakes increased on Monday when Eigel gave the union until the Tuesday deadline to reconsider; otherwise the administration would unilaterally impose the first option and begin hiring permanent faculty replacements where needed. Union leaders considered accepting the offer and fighting from within, but the contract would have permitted the administration to dismiss tenured faculty with only 30 days notice without any appeal mechanism other than time-consuming and costly lawsuits, thus eliminating traditional academic freedom safeguards. By Wednesday morning, while the union negotiating team worked on the final details of its counterproposal, 40 of the original 125 striking faculty returned to work, for all intent and purposes breaking the strike.
Returning faculty crossing the picket line provided several justifications, these included: they could not financially afford to lose their jobs to permanent replacements, the union was asking for too much given the university's financial distress, a continuation of the strike would destroy the university, and they wanted to help students enrolled in their programs complete the semester. The remaining eighty-five strikers tended to be older faculty with a strong commitment to academic freedom and faculty whose positions would have been eliminated in March, though there were several exceptions.

Late Wednesday, the union offered to end the strike under any of the following three conditions: (1) rehire faculty at their old salary and continue with contract negotiations, (2) freeze faculty salaries for two years, or (3) settle the wage dispute in arbitration. Sabanosh rejected all three because they failed to eliminate $3 million from faculty payroll. Even with a reduction in full-time faculty from 175 to 90, the administration could only meet the mid-month payroll by not paying vendors, borrowing from restricted endowment funds to pay operating expenses, and not accepting returning faculty no longer needed.

The union immediately filed a lawsuit, demanding arbitration and severance pay as outlined in the last signed contract, for the now unemployed striking faculty. Although Sabanosh insisted UB had the legal right to only take back faculty needed to satisfy current enrollment requirements, the Connecticut Department of Labor later classified the administration's action as a “lockout” because the striking faculty had offered to return to work under the terms of the existing contract. As a result, striking faculty qualified for unemployment benefits, which amounted to approximately $1,000 a month, not enough to pay mortgage bills.

On Monday morning, September 17th, the ninety regular full-time faculty were joined by twenty permanent replacements hired over the weekend without faculty review. Administrators tapped available academic talent in the New Haven to New York City region, some having previously left academia due to tight job market conditions.

The now jobless, locked-out, striking faculty, having worked at UB for twenty to thirty years on average, were outraged at the suddenness of being permanently replaced. This might happen in industry, they thought, but it had previously never happened in academia. Armed with transcripts from a surreptitiously tape-recorded Trustee meeting in which UB’s near bankruptcy was discussed, and a list of permanent replacements they considered incompetent, the remaining strikers leafleted students with brightly colored flyers advising “Leave UB, Get Your Refund!” Rallies numbering more than 250 union members, including those from the still striking secretarial
and maintenance/food service unions, were held every other day outside President Greenwood’s campus home.

Union leaders had been advised that the state could only intervene in the private contract dispute if requested to do so by both parties, which the administration refused to do, or if the university declared bankruptcy. Given the taped Board of Trustees discussion about not making the September 30th payroll if striking faculty returned to work or many more students withdrew, bankruptcy seemed a real possibility. A state takeover, some strike leaders reasoned, would result in substantially lower tuition and the rehiring of striking faculty to teach the new inflow of students and UB would become a financially healthier and more responsible university. When administrators and teaching faculty accused the strikers of driving the school into bankruptcy, the striking faculty responded that they were merely alerting the public about the university’s mismanagement and scandalous attack on academic freedom. However, the state had its own $400 million debt crisis caused by the ongoing economic recession and lacked the political will-power to intervene even if the university went bankrupt.

By the end of September, Sabanosh had accomplished his payroll reduction goals. The secretary and maintenance/food service unions ended their strikes by agreeing to the 4 percent pay cuts unilaterally imposed on them back in August. The ninety returning faculty were earning 70 percent of their previous salaries. Forty-four permanent replacements had been hired, for an aggregate faculty of 134, fifty-one less than the number of faculty on the May payroll. In addition, the imposed contract allowed administration to terminate faculty practically at will, and without severance pay.

Yet the university’s finances continued to collapse. More than 15 percent of the student body transferred out, causing an additional $6 million drop in revenue. The English Language Institute, which had contributed $100,000 directly to UB and $500,000 indirectly when its graduates enrolled at UB, relocated to another university. Legal fees for the aborted March faculty layoffs and September and October faculty strike totaled more than half a million dollars and the school had to pay several hundred thousand dollars on faculty unemployment claims. Standard & Poor’s downgraded UB’s bond rating to BB, just below investment grade. President Greenwood balanced the budget by obtaining permission from donors to borrow money from the restricted endowment account, freezing all salaries for 1991–1992, laying off 17 full-time faculty, closing four more buildings, and increasing student tuition by $1,050. Course requirements for some majors were eliminated due to a lack of qualified faculty.
In March 1991, a U.S. District Court judge ruled that, as specified in the 1987 contract, the current labor dispute was a matter of binding arbitration. A few days prior to the ruling, the administration tried to avoid the verdict by invoking *Yeshiva*, but the judge ruled that it was much too late in the judicial process for him to consider a *Yeshiva* claim. He rejected the union’s request for a temporary restraining order, which would have forced the administration to rehire striking faculty. Both sides were ordered to jointly choose a member of the American Arbitration Association to resolve the dispute.

Union members made sure potential students and their parents knew UB was a mere shell of its former self by continually attacking UB in the media, claiming it consisted of a hodge-podge of technical programs taught by “scabs,” rather than a legitimate university. Strikers posted “Hello Probation!” stickers on campus property, sent letters to high school guidance counselors requesting they not recommend UB to graduating seniors, and rented a billboard on the nearby and heavily traveled interstate turnpike declaring “Boycott UB Union Busters, Support Anti-Scab Legislation,” an advertisement that remained prominently displayed throughout spring recruiting season.

The teaching faculty – union members who had crossed the picket lines and permanent replacements – had enough votes to win union leadership positions in the May 1991 elections, but only dues paying union members were allowed to vote. The teaching faculty did not want to pay dues that current union leaders could use to subsidize activities contributing to UB’s bankruptcy. Instead, they petitioned the National Labor Relations Board (NLRB) to have the union decertified. However, the NLRB ruled that a decertification vote could not occur until after the binding arbitration settlement had been reached.

The administration’s typically well-orchestrated graduation ceremonies that year were marred by several major problems. Virginia Governor Douglas Wilder, the scheduled commencement speaker, was a potential candidate in the upcoming Democratic Party presidential primary. He cancelled his commencement address the day before graduation when union members told him he would be forced to cross a picket line. Striking faculty, wearing academic regalia and carefully monitored by policemen, greeted graduating students and their families at the outdoor ceremony with picket signs. The moment President Greenwood approached the podium, a small airplane flew overhead tailing a banner that read “Shame on UB! Union Busters!”
THE SECOND YEAR OF THE LONGEST FACULTY STRIKE

In September 1991, twenty strikers recognized the one-year anniversary of the longest faculty strike in U.S. history by picketing the first day of classes. Donna Wagner, a striking Professor of Gerontology, became the new union president after Gerteiny completed his second two-year term of office. Wagner focused most of her attention on the arbitration hearings that were currently underway and lobbying for a state takeover of the school. Thirteen permanent replacement faculty were not rehired, some due to low enrollment and others due to teaching inadequacy.

The semester began with slightly less than four thousand students on a campus built to accommodate ten thousand. Full-time undergraduate enrollment, the school’s primary source of revenue, numbered only 1,274, twenty-five percent less than at the beginning of the strike, and forty percent less than when President Greenwood arrived in 1987. Back in 1968, full-time undergraduate enrollment had peaked at 4,713. Vacant dormitories and classroom buildings, including a boarded-up ten-story dorm facing a relatively lifeless nine-story Arts and Humanities building, tarnished the campus.

The Board of Trustees required President Greenwood to inform them of all outside proposals for solving the school’s financial problems. Several financial organizations offered debt restructuring opportunities to ease UB case flow problems and provide flexibility for financial recovery. President Greenwood also received a proposal to form a partnership with an anonymous organization that could bring 5,000 to 8,000 international students to UB over the next five years.

On September 20, 1991 the Bridgeport Post reported that the latter proposal came from the Professors World Peace Academy (PWPA), which received 90 percent of its budget from the very controversial Reverend Sun Myung Moon’s Unification Church. PWPA would provide a $50 million bailout for majority control of the Board of Trustees. Law School Dean Terence Benbow, whose strike actions had been limited to not forwarding financial contributions to UB’s general account, threatened to remove the Law School from UB if the Trustees accepted the PWPA offer. Community leaders rallied against the nonsectarian university being taken over by Moon, a convicted tax evader proclaiming to be fulfilling the second coming of Jesus Christ. Former disciplines of Reverend Moon testified on campus to having been brainwashed by the evangelist and his followers, while current church members lobbied local community leaders to support the deal.

Initially, President Greenwood had been approached during the summer of 1990 by a Bard College professor, later found to be a Unification
Church member, who informed her of an Asian contact wanting to invest in UB. PWPA aspired to form a partnership with four universities, one in each of the world’s four major cultures, aimed at educating students for world peace. UB, with its already large international student body, would be the flagship institution. PWPA projected a student body of 10,000, representing every nation in the world. In March 1991, President Greenwood informed key Trustees that the potential suitor was Reverend Moon.

In mid-October, amid tremendous public uproar, PWPA unveiled that the $50 million investment consisted of $10 million in cash and $5 million over each of the next eight years. PWPA also offered to improve the crime-ridden neighborhood adjacent to campus. Shortly after the Trustees unanimously rejected PWPA’s offer, the Law School and Business School faculty independently demanded President Greenwood’s resignation, the former for considering the PWPA offer and the latter for making public statements that UB might close if millions of dollars were not raised.

On November 8th, Standard & Poor’s lowered its rating on $3 million of UB bonds to junk bond status because the school was technically in default of the $10.2 million loan. UB still had a $6 million deficit for the 1991–1992 budget, owed $19 million to banks and $3.5 million to creditors, and needed to fundraise $600,000 a month to continue operating until the end of the academic year. The Trustees still had not decided on restructuring UB’s debt and an outside consultant warned President Greenwood that the longer the Trustees waited, the more precarious the situation would become for successful restructuring.

Three days later, President Greenwood planned to offer her resignation if the Trustees did not immediately restructure UB’s debt to offset cash flow problems. But just prior to the scheduled board meeting, UB’s four administrative vice presidents, who had been working directly with bankruptcy and labor attorneys, jointly submitted letters of resignation to the Trustees, saying they could no longer work under President Greenwood. After several hours of discussion, the Trustees accepted President Greenwood’s resignation.

Provost Eigel, who was among the initial candidates considered to succeed President Miles back in 1987, became interim president. At a gathering of more than a thousand students, faculty and staff, Eigel announced that closing UB at the start of the Spring 1992 semester was unlikely, though not unthinkable. UB needed $2.5 million to cover operating expenses until January, and another $6.1 million to survive the academic year. Chase Manhattan Bank, the lead bank in UB’s financial consortium, refused to loan any more money. The only action Eigel ruled out was affiliation with PWPA. While rumors spread that Dean Benbow was looking to move the Law School to another university, Eigel entered into merger
talks with nearby Sacred Heart University (SHU), a small Catholic school that had already inherited many of the university’s disgruntled business and part-time adult students.

Chaos dominated Eigel’s second week of office, the three days before Thanksgiving. On Monday, administration officials and lawyers pleaded with a judge to use $1.3 million in restricted endowments to meet Wednesday’s payroll. Meanwhile, Dean Benbow polled his faculty and they unanimously voted to pursue a $4 million offer from Quinnipiac College, a small rural school with 3,400 students. Benbow maintained SHU did not have the financial resources needed to maintain Law School accreditation.

On Tuesday, newspaper headlines announced UB might be forced to close the following day if it defaulted on employee payroll. Later in the day, Eigel announced he would eliminate 30 degree programs by June, terminate thirty faculty, and sell the Liberal Arts College to either SHU or Fairfield University, a Jesuit school in nearby Fairfield. SHU reported it only wanted UB’s Liberal Arts College if the Law School came with it.

On Wednesday, Eigel, under orders from the Trustees, handed Benbow a letter of termination for insubordination; Benbow did not have the legal authority to sell part of the university without Board approval. Benbow locked himself in his first floor office after Eigel left and refused to leave, arguing that tenured faculty could not be fired without due process. Newspaper and television reporters interviewed Benbow through an office window while Law School students chanted his name. The short week concluded when a Superior Court judge ruled money from restricted endowments could be used to pay employees later in the day.

UB limped toward the end of the Fall 1991 semester. Loan discussions stalled and NEASC put the university on probation, giving UB until March 1992 to either improve its finances or lose accreditation. Eigel terminated twenty-five faculty, including twelve tenured, along with seventy-five secretaries and maintenance/food service employees. The laid off faculty received thirty days notice and no severance pay.

During the winter break, the Board of Trustees voted to close UB, but then reversed itself, wanting to delay a final decision until negotiations with six banks for a new $4.4 million loan concluded. The banks were demanding that the Trustees donate $500,000 the next time a budget shortfall occurred. Although the bank loan had not yet been settled, the Trustees voted on January 3, 1992 to open UB for the spring semester after Eigel and five other administrators volunteered to reduce their pay by 20 percent and expressed confidence in the school’s ability to complete the academic year, despite a 25 percent enrollment decline between the Fall 1991 and Spring 1992 semesters.
Two weeks later the Trustees rejected a $6 million offer from Quinnipiac College for the Law School’s assets and agreed to allow SHU to takeover the entire UB campus, including the rebellious Law School. Led by Benbow, now the former Dean, Law School students and faculty initiated a public smear campaign against SHU’s financial status and administrative capabilities. SHU, offended by the public criticisms, backed out of negotiations with UB a week later on the grounds that they could not prepare the necessary paperwork in time for the upcoming accreditation review by the American Bar Association. This time the Trustees approached Quinnipiac College about the Law School. Quinnipiac College reduced its offer back to the original $4 million, which the Trustees accepted.

By mid-February UB’s financial situation looked hopeless. NEASC ruled UB could not recruit students for the Fall 1992 semester. The Trustees announced plans to close UB at the end of the summer and sell its remaining programs to nearby schools. The highest bid came from SHU, which offered $2 million for most of UB’s programs, but this was far short of the $22 million debt the university had accumulated. Board Chairman Colin Gunn and President Eigel met with bankruptcy lawyers in New York City who required a substantial amount of cash upfront to manage the transaction. Unable to afford bankruptcy legal fees, Gunn and Eigel contacted PWPA to confirm the validity of its previous investment offer.

Gunn, inspired to save jobs and a university, obtained a legal opinion stating that Trustees could be held legally liable for UB’s outstanding debts if they rejected a bona fide financial offer. As a result, the Trustees formally reopened discussions with PWPA, creating another local uproar. The Trustees and PWPA reached a tentative $50.5 million agreement on April 25, conditional on the Trustees’ resolution of the almost two-year faculty strike, including the union’s decertification. NEASC agreed to maintain UB’s accreditation because the PWPA funds provided financial stability.

During the summer of 1992, following more than one year of arbitration hearings, the arbitrator suggested that it might be easier to obtain a mediated agreement rather than having to choose one side over the other. UB administration and faculty union concurred, and they negotiated a $2.5 million settlement, which amounted to approximately two-thirds of one year’s salary per locked out faculty member, after deducting legal fees. Only sixty-six of the original eighty-five locked-out professors were still on strike, the remaining nineteen having returned to UB when teaching positions became available during the previous two years. Illegally terminated strikers who found jobs elsewhere were included in the settlement. The sixty-six remaining striking professors had to drop all pending law-
suits and to “cease, desist, and refrain from communication by any means whatsoever” with anyone about anything related to UB.

So ended the longest faculty strike in U.S. history. UB began the fall 1992 semester with just 416 full-time undergraduates, a 90 percent decline since the founding of the faculty union in 1973. As of 2002, UB had a combined enrollment of 3,000 full- and part-time students and the operating budget was still being subsidized by PWPA.

CONCLUDING COMMENTS

UB administrators and faculty faced many unfavorable external and internal environmental factors between the late 1960s and early 1990s. Administration officials over built the campus just as the state’s highly subsidized public higher education system expanded, inflation skyrocketed, and national enrollment trends leveled off. Professors unionized in order to have a greater say in administrative decisions. The final outcome could have been avoided if different decisions had been made at key junctions and if more cooperation and trust had existed between the two parties.

The case study highlights a myriad of ethical issues faced by administrators and faculty unions during times of economic decline and a faculty strike. Some universities may experience several of UB’s broad range of problems. Ethical issues contained within the case study are listed below for scholars to debate in future volumes of Journal of Academic Ethics.

Administrative authority issues

(1) How much authority should faculty have in a university’s decision-making process?
(2) How should administrators downsize a heavily tenured faculty?
(3) Should administrators replace tenured faculty with less expensive part-time faculty? If so, under what conditions?
(4) Should administrators hire replacement faculty on short-notice without the usual extensive faculty directed job search?
(5) Under what conditions could an academic department affiliate with a competing school?
(6) Who should have control over course materials? Why?
(7) Should administrators waive major course requirements as a result of not having professors to teach them?
(8) Should administrators entice students to stay at a university that no longer offers the programs and professors that originally attracted them?
Board of Trustees

(9) How involved should Trustees be in the day-to-day operations of a university?
(10) What conflicts-of-interest are faced by Board of Trustees members who supply services to a university, such as bank loans or building materials?
(11) Should restricted endowments be made available for operating expenses? If so, under what conditions?
(12) Should the Trustees of a nonsectarian school allow a religious organization to control the nomination of future board members?

University finances

(13) How can administrators declare financial distress without harming enrollment?
(14) How honest should administrators be with students and the public about a school’s financial problems, particularly if doing so will likely worsen the situation?
(15) Should outside arbitrators consider the financial implications of their rulings when contract provisions are violated?
(16) Under what conditions can administrators use restricted endowment funds for purposes other than those specified?

Faculty wages

(17) Should new professors in professional programs earn substantially more than senior faculty in Liberal Arts programs?
(18) Should faculty wages be linked to inflation or based on individual merit?
(19) Should a university president or union president be directly involved in contract negotiations?
(20) During negotiations, should parties offer contentious wage and benefit proposals as bargaining chips to be traded-off later in the process?
(21) Under what conditions can administrators unilaterally impose wages?

Tenure

(22) Should tenure be replaced with a renewable contract system?
(23) What is the appropriate ratio between tenured and nontenured faculty?
(24) Does tenure enhance academic freedom or is it primarily used to protect the jobs of faculty who are no longer productive?
Unions

(25) What is the appropriate role of a union in higher education?
(26) Should all faculty members be required to join a union?
(27) Should department chairs be part of a union bargaining unit?
(28) How should a union respond if administration refuses to bargain in good faith?
(29) How should administration respond if a union refuses to bargain in good faith?
(30) Under what conditions is it acceptable for a faculty union to strike?
(31) Under what conditions is it acceptable for faculty to cross their own union’s picket lines?
(32) Should faculty who cross a picket line be entitled to all the benefits gained by a striking union?
(33) Under what conditions is it acceptable for administrators to employ permanent replacement faculty during a faculty strike?
(34) Under what conditions is it acceptable for faculty members to engage in actions that damage a school’s recruiting efforts?
(35) Under what conditions is it acceptable for faculty members to engage in actions that could ultimately bankrupt a university?
(36) Should administration engage in actions to break a faculty union?

Note

1 Information in this article is based on more than fifty interviews with faculty, administrators, staff, and Board of Trustee members associated with the four faculty strikes. Archival research includes minutes of meetings, union newsletters, administration bulletins, campus and local newspapers, and other relevant sources. The following people graciously participated in the interviews and correspondences that inform this case study: Janet Albert, Richard Allen, William Allen, Susan Atkinson, Glenn Bassett, Ruth Ann Baumgartner, Leonard Bloom, David Bosco, Virginia Betts Bosco, Gus Chagares, Kueun Choi, Peter Costello, James Crowley, Edward D’Angelo, Joanne D’Agostino, Nancy Delvecchio, Patricia DiToro, Phyllipp Dilloway, Richard Ehmer, Edwin Eigel, Jack Field, John Ferrell, Robert Fitzgerald, Edward Geist, Alfred Gerteiny, Robert Goldstein, Michael Grant, Milton Greenhalgh, Janet Greenwood, Stephen Grodzinsky, Anthony Guerra, Colin Gunn, Gaylord Haas, Valerie Haines, Josie Hauer, Judith Hunt, Eileen Kaplin, Sharon Klebe, Frederick Lapides, Barbara Maryak, Janet Merritt, Leland Miles, Virginia Miles, Russell Nazzaro, Joseph Nechasek, John Nicholas, Jack O’Hara, Robert Persons, Donna Phillips, Denise Pundy, Charles Reed, Tracy Rigia, Neil Salonen, Robert Schaff, Dhan Sethi, Robert Singletary, Karen Smiga, Louise Soares, Stephen Spector, Charles Stokes, Lamont Thomas, T. Mathai Thomas, Carmela Tino, Richard Tino, Robert Todd, Hans van der Giessen, Justus van der Kroef, Donna Wagner, and Connie Young.
Business Department,
Edgewood College,
Madison, WI 53711, USA
Tel.: 608-663-2878
Fax: 608-663-2863
E-mail: dcollins@edgewood.edu
Reproduced with permission of the copyright owner. Further reproduction prohibited without permission.