May 2021

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Recommended Citation
DOI: https://doi.org/10.58188/1941-8043.1876
Available at: https://thekeep.eiu.edu/jcba/vol12/iss1/1

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Post-Pandemic Collective Bargaining in Higher Education:
An Irresistible Force Meeting and Immovable Object?

James Castagnera, Esq.¹

After 23 years as Rider University’s associate provost and the administration’s principal contract administrator for the CBA with the AAUP, I am currently a member of the faculty’s union. “Retired” since mid-2019, as an adjunct associate professor, I now am also a union member… for the first time in my life. A former faculty colleague of mine, also retired from Rider, recently wrote to me on LinkedIn, “So good to hear that you left the dark side!” She followed that with “LOL.” But I think her tongue was only halfway in her cheek.

The son of a United Mine Worker, grandson of a unionized railroad engineer, and husband of an NEA-represented teacher, I am taking a distinct delight in finally being a card-carrying union member, albeit on the brink of my dotage. Indeed, I feel a small twinge of regret that my ethical obligations, as Rider’s former legal counsel, prevent my participation in the AAUP’s bargaining preparations. I fear my faculty colleagues will need all the help they can get. That goes for my old friends in the administration, too.

Rider and the AAUP were last at the table for a full-fledged renegotiation of their contract during the summer of 2017. The bargaining was concessionary, as my university—like so many small-to-medium sized private colleges—struggled with a looming deficit. Last year, no doubt, the union and its members looked forward to a return to the table with high hopes of recuperating some of those 2017 concessions. But, as Humphrey Bogart once famously observed, fate took a hand.

As the June start date specified for bargaining to begin loomed large, so too did the COVID-19 pandemic. And, while some universities and unions in similar circumstances opted for a Zoom renegotiation cycle, Rider and its AAUP chapter chose to extend their agreement for a fourth year. No doubt, no one involved in that decision anticipated that the pandemic’s grip would extend another full academic year. Who among us did?

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In April 2021 the university’s leadership proposed a second one-year extension of the contract. Here’s what the union’s public website says about that:

Several weeks ago the administration approached us about another extension of the Agreement. We made clear in our response that any extension would have to provide a substantial across the board salary increase, an improvement in our retirement plan, an improvement in support for scholarship and protection against lay-off. Their response was a direct slap in the face. A 1% salary increase (below the rate of inflation) the ending of the tuition subsidy plan for study at institutions other than Rider, no improvement in retirement, no improvement in support for scholarship, and no protection against lay-off.²

The AAUP’s response?

We have informed them that since they are not serious about providing a fair package in exchange for a year extension we will move to a full negotiation this summer.” ³

This response is understandable. The faculty has gone without a raise for half a dozen years. Unfortunately, to paraphrase an old aphorism, “You can’t get blood from bricks and mortar.” Even at the pandemic’s start a year ago, The Bond Buyer reported, “Corona virus pressures bring downgrade to junk for Rider University.”

Since that story appeared in April 2020, the student newspaper has chronicled the school’s deepening troubles. A November 11, 2020, story in The Rider News reported, “

Rider President Gregory Dell’Omo announced the elimination of 15 staff positions as a result of a savings initiative put in place to combat a daunting $17.4 million deficit projection, a realization of the administration’s plans for further cost-cutting in the depths of a pandemic, at a town hall meeting on Nov. ⁴

In February the student paper revealed,

Litigation is underway in a lawsuit against Rider for its refusal to issue tuition refunds for the spring 2020 semester, putting the university on a long list of schools facing legal challenges due to its response to the coronavirus pandemic. The suit, brought forward by senior marine sciences major Joscelyn Quiroz and her father, argues that due to the pandemic-related switch to all-remote learning, the university did not provide the benefit of

² https://www.rideraaup.net/
the education that students paid for without refunding tuition and fees. Quiroz is seeking a prorated refund for all students who paid to attend the university in spring 2020.”  

Meanwhile, last fall Rider announced a 22% slash of its sticker price, this in the face of anemic residential and dining hall revenues due to the pandemic.  

It’s probably not true that misery loves company. That last August the Hechinger Report found “hundreds of colleges and universities show financial warning signs” can have brought little comfort to any institutions numbered among those hundreds. Nor could there have been any joy when Forbes asked on February 22, 2021, “Will your alma mater survive Covid?”

To the contrary, every ailing university has to walk its own rocky road, whether to recovery or to bankruptcy. Harvard Business School Professor Clay Christensen has been predicting this for years. And, assuming he was right all along, then COVID-19 simply accelerated the days of reconning. Still I can’t help feeling that some schools, like my dear old Rider, would have weathered the “normal” financial crises, absent the pandemic.

But, I suppose, that hardly matters now. Rider and its similarly-situated sisters across the country must play the hand they’ve been dealt. And for Rider this includes the looming collective bargaining, due to begin in June.

I scratch my head, when I try to think what might be the tactical options open to the parties. The university reportedly offered the union a one-percent pay increase in return for another year’s reprieve. That’s probably all the school can actually afford. The union saw it as “a slap in the face”, which is probably exactly how it felt. Where do you go from there?

There is no deus ex machina on the horizon. While Uncle Sam—or dare I say Uncle Joe—included some dollars for the likes of Rider in the American Rescue Plan Act, President Biden’s April 28th Congressional address included a proposal for free community college. I suggest that in effect he took back with his right hand what he had just given with his left… or, arguably, a great deal more.

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5 https://www.theridernews.com/theridernews-com-rider-sued-by-student-for-not-offering-tuition-refunds/
9 See https://www.christenseninstitute.org/blog/will-half-of-all-colleges-really-close-in-the-next-decade/
What my university and my union need is a level of creative thinking that, frankly, is seldom seen in labor negotiations. My own suggested solution—one that is at best alien, at worst anathema to higher education—is a labor-management partnership that expressly ties the success of both sides together. Profit sharing isn’t common in the non-profit world. And, as Inside Higher Ed has reported, incentive compensation is on shaky legal ground, due to federal restrictions.¹⁰

Still, tying improved wages and benefits for faculty to matrices like enrollment and tuition-room-board income seems to me the only way to avert the collision between the irresistible force of a frustrated union and the immovable object of a financially strapped university.

I’ll be watching anxiously from my more comfortable perch outside the fray as the summer gets underway. I wish for my friends on both sides of the table all the wisdom and patience that’s humanly possible.