Per Curiam

SUPREME COURT OF THE UNITED STATES

CENTRAL STATE UNIVERSITY *v.* AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS, CENTRAL STATE UNIVERSITY CHAPTER

ON PETITION FOR WRIT OF CERTIORARI TO THE SUPREME COURT OF OHIO

No. 98–1071. Decided March 22, 1999

PER CURIAM.

Petitioner Central State University challenges a ruling of the Ohio Supreme Court striking down on equal protection grounds a state law requiring public universities to develop standards for professors' instructional workloads and exempting those standards from collective bargaining. We grant the petition and reverse the judgment of the Ohio Supreme Court.

In an effort to address the decline in the amount of time that public university professors devoted to teaching as opposed to researching, the State of Ohio enacted Ohio Rev. Code Ann. §3345.45 (1993). This provision provides in relevant part:

> "On or before January 1, 1994, the Ohio board of regents jointly with all state universities . . . shall develop standards for instructional workloads for full-time and part-time faculty in keeping with the universities' missions and with special emphasis on the undergraduate learning experience. . . .
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> "On or before June 30, 1994, the board of trustees of each state university shall take formal action to adopt a faculty workload policy consistent with the standards developed under this section. Notwithstanding [other provisions making faculty workload at public universities a proper subject for collective bargaining], the policies adopted under this section are not appro-

> priate subjects for collective bargaining. Notwithstanding [these collective bargaining provisions], any policy adopted under this section by a board of trustees prevails over any conflicting provisions of any collective bargaining agreement between an employees organization and that board of trustees."*

In 1994, petitioner Central State University adopted a workload policy pursuant to §3345.45 and notified respondent, the certified collective-bargaining agent for Central State's professors, that it would not bargain over the issue of faculty workload. Respondent subsequently filed a complaint in Ohio state court for declaratory and injunctive relief, alleging that §3345.45 created a class of public employees not entitled to bargain regarding their workload and that this classification violated the Equal Protection Clauses of the Ohio and United States Constitutions.

By a divided vote the Ohio Supreme Court agreed with respondent that §3345.45 deprived public university professors the equal protection of the laws. See 83 Ohio St. 3d 229, 699 N. E. 2d 463 (1998). The court acknowledged that Ohio's purpose in enacting the statute was legitimate and that all legislative enactments enjoy a strong presumption of constitutionality. *Id.*, at 234–235, 699 N. E. 2d, at 468–469. Nonetheless, the court held that §3345's collective-bargaining exemption bore no rational relation-

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*As part of the same bill codified at §3345, the Ohio General Assembly also enacted uncodified legislation providing that the Board of Regents shall work with state universities "to ensure that no later than [the] fall term 1994, a minimum ten percent increase in statewide undergraduate teaching activity be achieved to restore the reductions experienced over the past decade. Notwithstanding section 3345.45 of the Revised Code, any collective bargaining agreement in effect on the effective date of this act shall continue in effect until its expiration date." Amended Substitute House Bill No. 152, §84.14, 145 Ohio Laws 4539 (effective July 1, 1993).

ship to the State's interest in correcting the imbalance between research and teaching at its public universities. See *id.*, at 236–239, 699 N. E. 2d, at 469–470. The State had argued that achieving uniformity, consistency, and equity in faculty workload was necessary to recapture the decline in teaching, and that collective bargaining produced variation in workloads across universities in departments having the same academic mission. *Id.*, at 236, 699 N. E. 2d, at 469. Reviewing evidence that the State had submitted in support of this contention, the Ohio Supreme Court held that "there is not a shred of evidence in the entire record which links collective bargaining with the decline in teaching over the last decade, or in any way purports to establish that collective bargaining contributed in the slightest to the lost faculty time devoted to undergraduate teaching." *Ibid.* Based on this determination, the court concluded that the State had failed to show "any rational basis for singling out university faculty members as the only public employees . . . precluded from bargaining over their workload." *Id.*, at 237, 699 N. E. 2d, at 470.

The dissenting justices pointed out that the majority's methodology and conclusion conflicted with this Court's standards for rational-basis review of equal protection challenges. See *id.*, at 238–241, 699 N. E. 2d, at 471–472. In their view, "that collective bargaining has not *caused* the decline in teaching proves nothing in assessing whether the faculty workload standards imposed pursuant to R. C. 3345.45 legitimately relate to that statute's purpose of restoring losses in undergraduate teaching activity." *Id.*, at 238, 699 N. E. 2d, at 471 (emphasis in the original). The majority's review of the State's evidence was therefore "inconsequential" to the only question in the case: whether the challenged legislative action was arbitrary or irrational. See *id.*, at 239–242, 699 N. E. 2d, at 472–473. Answering this question, the dissent concluded

that imposing uniform workload standards via the exemption "is not an irrational means of effecting an increasing in teaching activity. In fact, it was probably the most direct means of accomplishing that objective available to the General Assembly." *Id.*, at 241, 699 N. E. 2d, at 473.

We agree that the Ohio Supreme Court's holding cannot be reconciled with the requirements of the Equal Protection Clause. We have repeatedly held that "a classification neither involving fundamental rights nor proceedings along suspect lines . . . cannot run afoul of the Equal Protection Clause if there is a rational relationship between disparity of treatment and some legitimate governmental purpose." *Heller* v. *Doe*, 509 U. S. 312, 319–321 (1993) (citations omitted); *FCC* v. *Beach Communications, Inc.*, 508 U. S. 307, 313–314 (1993); *Nordlinger* v. *Hahn*, 505 U. S. 1, 11 (1992). The legislative classification created by §3345.45 passes this test. One of the statute's objectives was to increase the time spent by faculty in the classroom; the imposition of a faculty workload policy not subject to collective bargaining was an entirely rational step to accomplish this objective. The legislature could quite reasonably have concluded that the policy animating the law would have been undercut and likely varied if it were subject to collective bargaining. The State, in effect, decided that the attainment of this goal was more important than the system of collective bargaining that had previously included university professors. See *Vance* v. *Bradley*, 440 U. S. 93 (1979) (upholding a similar enactment of Congress providing that federal employees covered by the Foreign Service retirement system, but not those covered by the Civil Service retirement system, would be required to retire at age 60).

The fact that the record before the Ohio courts did not show that collective bargaining in the past had lead to the decline in classroom time for faculty does not detract from the rationality of the legislative decision. See *Heller*,

supra, at 320 ("A State . . . has no obligation to produce evidence to sustain the rationality of a statutory classification"). The legislature wanted a uniform workload policy to be in place by a certain date. It could properly conclude that collective bargaining about that policy in the future would interfere with the attainment of this end. Under our precedent, this is sufficient to sustain the exclusion of university professors from the otherwise general collective-bargaining scheme for public employees.

The petition for a writ of certiorari is granted, the judgment of the Supreme Court of Ohio is reversed, and the case is remanded for further proceedings not inconsistent with this opinion.

It is so ordered.