

THIS MESSAGE INTENDED ONLY FOR MEMBERS OF THE YSU-OEA



President's Report from Steven Reale

It is fair to say that this has been a semester like no other. Across the world, the COVID-19 pandemic has fundamentally upended life on a scale unlike anything since World War II. In our own little corner, faculty were called upon to contribute to a University-wide effort to navigate YSU through treacherous and uncharted waters, and I am so proud not only of what this faculty can accomplish, but also of what can be accomplished as a University community when everyone is committed to a shared goal, and when everyone can see past their own models and expectations to earnestly listen and collaborate with stakeholders that hold different views.

Of course, I echo the sentiments of many who tout the faculty's dedication and commitment to their educational vocations and who were able to convert the entire set of Spring 2020 course offerings into an online format with less than two weeks of prep time—it is clear that this is a faculty who understands when a job needs to be done and is not afraid to roll up its sleeves and do the hard work that circumstances require. I also want to acknowledge the important accomplishments of Provost Brien Smith, Associate Provost Jenn Pintar, and various members of YSU-OEA leadership for the productive conversations that led to the signing of two Memoranda of Understanding to set forth a

conversations that led to the signing of the memorandum of understanding to set forth a path to educating our students in these uncertain times. In these meetings, we really saw the best of what could be accomplished when administration and the YSU-OEA work earnestly with each other to acknowledge the changing needs of the institution and the faculty unit, and to ensure that matters that are important to both parties are genuinely heard, acknowledged, and incorporated into the final agreements. Would that we saw a similar cooperative spirit in our ongoing contract negotiations (see Negotiations Report, below).

I cannot close this report without acknowledging the efforts of two remarkable members, Beckey Curnalia, 1st Vice President, and Julia Gergits, Outgoing Chief Negotiator (see Negotiations Report, below). The COVID-19 pandemic emerged in earnest just as I began my Parental Leave: one of the outstanding contractual rights guaranteed by our Collective Bargaining Agreement achieved through the solidarity of a strong YSU-OEA that has long made YSU a great place to teach. Beckey stepped in as Interim President in the midst of a maelstrom, and her thoughtful, confident, steady hand was instrumental in leading this unit through the initial crisis. Please drop a line of thanks to Beckey when you have a chance.

Julia Gergits is retiring in August and decided to step down from negotiating now for the sake of steady, continuous leadership as we move into the Fall semester. Julia has served the YSU-OEA for decades: She was our President when the unit went on strike in 2005; a member of the Negotiating Team during the 2011 fight over union rights and Senate Bill 5; and Chief Negotiator during the COVID-19 pandemic and its many disruptions. Throughout these many years, Julia has been a steady and calm voice and demonstrated a quiet and democratic form of leadership, a scarce resource in these times. The YSU-OEA owes Julia a tremendous debt.

Negotiations Report from Julia Gergits and Susan Clutter

Students First, Contract Second

Steven Reale and Julia Gergits sent a jointly written update to the bargaining unit via email on May 1, so we won't repeat what you already know. This update will focus on last week's joint meeting and other news.

The big announcement: Julia Gergits had planned on retiring at the end of this summer. With the current developments in negotiations, it appears that there is a long fight ahead of us, and, rather than wait to hand over the reins, it makes more sense for a new Chief Negotiator to assume the role now. On May 14, 2020, Susan Clutter was unanimously elected by the team to the position of Chief Negotiator. Susan is in Criminal Justice and--this is Julia writing--is well positioned to be a terrific chief negotiator.

Globally, the negotiating team is troubled by the administration's unilateral desire to sprint into a new 3-year contract, given the uncertainties presented by the COVID-19 outbreak. It is now clear that they plan to exploit the uncertainty caused by the pandemic in order to cut salaries, increase medical costs, and, perhaps most importantly, eliminate due process rights. In Ohio, there is already a precedent for rolling over existing contracts during the COVID-19 crisis: our 'near neighbors' Kent State University and their AAUP chapter mutually agreed to extend their current contract (which includes, in some cases, what are called "upward salary adjustments") into the next academic year, providing certainty for both faculty and their budget, and most importantly, concern for its students' welfare and well-being. By contrast, YSU's administration is acting against reason. Faculty are struggling through a pandemic while preparing for both Summer and Fall classes (in multiple formats) to provide the best possible educational experiences for our students. Now more than ever, we need the security of steady helmsmanship at YSU, and instead we are being pushed to negotiate a contract in tumultuous, murky waters.

As we all know, the future of the format of fall classes at YSU is still uncertain. Many faculty have been approached by department chairs and/or college deans, asking us to consider the courses they are scheduled to teach in the fall and whether they may be feasibly taught fully online to help minimize risk should some students return to campus for necessary in-person courses, such as those with lab work. Simply put, preparing for the fall will be an incredibly labor-intensive endeavor and one that will require the faculty to focus on balancing best practices with the needs of a student body who, as spring semester has already revealed, is at a considerable disadvantage due to the economic conditions of the area and their many competing out-of-school concerns. In the end, *it will harm our students* if faculty are distracted from their principle task of making the university work in the COVID-19 era due to contract uncertainties.

In an effort to work with administration and resolve the disruptions to negotiations caused by the pandemic, we met with the administration's negotiating team on May 7. This meeting's agenda was simple from our perspective—to discuss and update the Ground Rules and Alternative Dispute Resolution MOU. These two documents were negotiated and signed by both parties at the beginning of the process; they include dates by which things are to be completed or invoked. Because administration refused our proposal to roll the current contract through the new academic year, we proposed that, since the COVID-19 emergency pushed negotiations at least seven weeks behind the schedule originally established, we adjust the dates to meet the new reality. Again, they flatly refused.

We were disappointed but understanding in March when admin's chief negotiator, Kevin Kralj, notified us that their team could no longer meet the mutually agreed-upon deadlines for exchanging Articles 4 and 5 plus the appendices. But we became frustrated when our repeated attempts to reach out to the other team to explore ways of restructuring negotiations to accommodate the new reality were essentially ignored for over a month: from March 12, the date that admin called for a pause to negotiations, to April 16, when

from March 12, the date that admin called for a pause to negotiations, to April 10, when admin reached out to set up a virtual meeting so that Neal McNally could present the then-current state of the University's financials. And then, at that meeting and the subsequent one, we became outraged when Kralj and YSU's highly-paid outside counsel proceeded to unilaterally dictate how negotiations would proceed—that admin would present the YSU-OEA team with a new “comprehensive proposal” that might well differ significantly from language they have already proposed; that they planned to spend the next few sessions “walking us through” their comprehensive proposal, and didn't much care whether we submitted our own outstanding proposals; and how they, without our consent, had already invited the mediator to attend future bargaining sessions.

The administration delivered their “comprehensive” proposal on Wednesday, May 13. It is as scorched-earth as you could possibly imagine, including, but not limited to:

- Permanent pay cuts of up to 10% (remember that President Tressel indicated that administrators would be taking “temporary” salary cuts);
- Increasing faculty contributions to health care premiums from 15% to 20%;
- Eliminating the right of faculty to elect their department chairs;
- Eliminating the right of faculty to appeal tenure denials;
- Eliminating the right of non-tenured faculty to appeal notification of non-renewal;
- Eliminating the right of faculty and their department chair to determine class sizes;
- Dramatically cutting the number of Distinguished Professors;
- Increasing the number of required office hours from 5 over three days to 7 over four days;
- Hamstringing the YSU-OEA's ability to represent its members in disciplinary matters and to grieve contract violations;
- Changing the administration of Leaves, whereby the YSU-OEA would have to pay for classroom substitutes; and
- Perhaps most egregiously, introducing a brand new article that would declare the entire contract void in the event of an emergency (such as, for example, a pandemic).

The negotiating team vehemently disputes the legitimacy of this “comprehensive proposal”—after all, there is nothing in the agreed-upon Ground Rules that grants either party the unilateral right to nullify their previous proposals and replace them with a newly composed, deeply regressive comprehensive proposal. Still, it is important that you know the kinds of concessions they wish to extract from you.

In sum, the administration is seeking to not only build in all of the uncertainty surrounding the pandemic with the most punishing contract proposal the YSU-OEA has seen in decades, but making significant power grabs in areas that have nothing to do with the university's finances. We do not believe that now is the time to “lock in” the worst-case scenario imaginable. Now is the time when we should be focusing on renewing our educational mission in the COVID-19 era, creating the best possible conditions for a successful fall semester. We need to put our students first, and the contract second.

Grievance Report from Gabriel Palmer-Fernandez

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We have processed a number of grievances and are currently involved in some arbitrations. One of the arbitrations has been settled – at least there is a settlement proposal agreed to by both parties, and we hope the paperwork will come soon. In light of our recent move from traditional to online courses, I will limit my remarks to two points on a single grievance.

First, the grievance began in mid-January when a **faculty member noticed that the departmental chair had enrolled himself as Instructor in the faculty member's hybrid Bb course, without the faculty member's consent.** When asked, the chair replied that he has the “right to examine [the] course and grade book.” What right any academic administrator has to look around in your online course without your consent cannot just be asserted, as the chair did and later the dean, a “retained power” they claimed, which administration seems to think is a kind of performative right, created in its utterance. Instead, it has to be defended on some rational grounds. Or so we argued.

And second, equally objectionable to the right asserted above, is an **administrator serving as the adjudicating authority on a complaint (“concern”) filed by her.** As a matter of good institutional practice such entanglement of roles should be avoided. Yet an administrator filed a complaint with the same chair and dean who asserted the “retained power,” initiating an investigation; serving as the hearing authority for a grievance on the investigation; judging the merits of, and issuing a Finding on, the grievance; rejecting the remedy sought in the grievance; and was involved in every step of the way. Recusal from the entire process would have been advisable. Right? An individual filing a complaint should not be the same individual judging the merits of the complaint, or having any role in its adjudication. *Nemo iudex in causa sua*. This maxim regularly invoked as a principle of impartial adjudication is as good today as when it was first formulated several centuries ago. Article 8.1 requires an “equitable method for resolving disputes between the parties.” Being at once the complainant and judge of the complaint leaves very little room for, or trust in, an “equitable method for resolving disputes.”

There are other issues in this grievance. But the above should suffice to give you a good sense of labor relations on campus. We'll soon receive the provost's Disposition on this grievance and I will give a report on it.

Treasurer's Report from Taci Turel

Currently the YSU-OEA union has \$40,500 in an investment account and \$6,745 in our scholarship account.

Our operating account currently has about \$65,000. We do not collect union dues after May 15, therefore, there will not be any additions to this amount until the 20-21 academic year after that date. We will, however, incur the following expenses before August 2020:

- tax payments
- accountant fees for taxes
- investment in a new voting system for negotiations
- secretary wages
- other miscellaneous bills such as rent, wi-fi, and office supplies for the OEA office

We will likely have less money to start the 20-21 academic year than what we had at the beginning of the 19-20 academic year, mostly due to the hiring freeze of new faculty. We have lost about 25 members due to resignations, retirements, death and non-renewal of appointments this year. We will still have 325 YSU faculty in our membership unit.

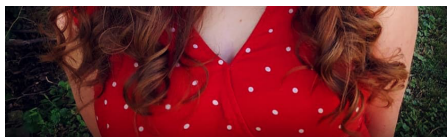
YSU-OEA Activities Report from Diana Palardy, 2nd Vice President



We are starting to organize volunteer activities, such as collecting donations for food banks and sewing masks, so if you'd like to help out or to **share with us other ways you have already been helping out, please contact me, Diana Palardy, at dqpalardy@gmail.com**. We would like to promote some of the wonderful ways that our faculty union members have been giving back to the community.



Furthermore, we have chosen a **recipient for the Union Heritage Scholarship, Brianna McGuire**. She is such a strong candidate that this is her second time receiving the award. She has a 4.0 GPA in the Williamson College of Business Administration and she has several family members who have been extremely active in unions, especially her mother who



extremely active in unions, especially her mother, who has served on the negotiating team for OEA.

Because I also serve as the Crisis Committee Chair, I would like to remind everyone to please fill out the survey requesting non-YSU contact information. We do not know what the future holds, but there may be an occasion later in the summer where we will not be able to rely on your YSU email to keep you informed about the state of contract negotiations. We have collected information from less than half of the faculty, so if you haven't filled it out yet, **please provide your contact information now:**

<https://forms.gle/9MUGNhVoL4QWALjL8>.

1st VP's Report from Beckey Curnalia

Even as we face an arduous contract negotiation, a pandemic disrupting our university, and the uncertainty of the fall semester, I remain confident in the resolve and dedication of our faculty, the grit of our students, and the lifelong value of the education we provide at YSU.

When I am in situations like this -- at times when there is no clear path forward and the future is particularly uncertain -- I try to focus on those things I can control: planning my courses and choosing service to have a meaningful impact. Diana has given some ideas for meaningful service. In addition, I encourage all of you to plan for how you will engage students in the classroom and online, and the myriad ways you can teach content and assess learning in your courses via new platforms and online tools to be prepared for whatever lies ahead. In the best case scenario, this will supplement in-class instruction; in the worst case scenario, this can help us transition more seamlessly to remote instruction. For some of us, that may mean designing a course for **online delivery**, for others it may mean thinking of ways that our classes could be **hybrid** (half online and half face-to-face), **flipped** (instruction online, activities and projects in class) or being prepared for **remote teaching** (synchronous teaching to students off-site). These are things we can do now, and planning now will help us weather whatever happens in the fall.

As all faculty are working on their courses and prepare for possible disruptions in the fall, the YSU-OEA is moving forward with technologies we can use to adapt to whatever is next: choosing an **online voting app**, collecting [contact information from all members](#) so we can communicate with you, and **setting up a new listserv** using the new list of faculty contact information. The union leadership continues to meet via Zoom, and **we have a plan for online membership meetings if we are unable to meet together in person**. Also, please stay connected to the YSU-OEA throughout the summer and into the fall via [Facebook](#) and our [website](#).

College Advocates' Report from Tom Diggins & Birsen Karpak, co-chairs

Hello again everyone. We just wanted to remind you all once again of the availability and the role of the College Advocates. There is an Advocate for each college. Our desire is to facilitate two-way communication among faculty and ensure that faculty concerns can be addressed as rapidly and accurately as possible. This is especially important in these turbulent times, and when we are faced with so much uncertainty. We hope all of you read Steve Reale's email soliciting contact info and providing the negotiations update and statement on financial uncertainties. If not please do so as soon as you can and If you have any questions or concerns, please feel free at any time to contact your College Advocate and/or your department representative. We are right now also organizing specific departmental representatives, to provide even more direct lines of communication.

Your College Advocates are:

- Birsen Karpak, Williamson College of Business Administration – bkarpak@gmail.com
- Linda Strom, College of Liberal Arts and Social Sciences – stromlindaj@gmail.com
- Lauren Cummins, Beeghly College of Education, llc4@outlook.com
- Nicolette Powe, Bitonte College of Health and Human Services, drnpowe@gmail.com
- Thomas Diggins, STEM, hootenannyvintage@gmail.com

And we'd all like to extend a warm welcome to our newest College Advocate:

- Ewelina Boczkowska, Cliffe College of Creative Arts and Communication, emboczkowska@gmail.com

Stay safe and healthy!

