

THE ADVOCATE

THE YSU CHAPTER OF THE OEA

Fall 2019

President's Report

Steven Reale

It is my pleasure to write this President's Report for the first time, and to have had the support of so many wonderful colleagues as I have made the transition into this office. Although my term began on July 1, I began to assume the duties of office almost immediately after the Spring election, and let me tell you: they have kept me very busy.

Towards the end of the previous academic year, the Office of Human Resources initiated an investigation into a tenured faculty member on the basis of student complaints about the content of the course. The YSU-OEA, of course, vigorously defends the contractual protections of Academic Freedom set forth in Article 18 of the Collective Bargaining Agreement, and it is the view of those of us familiar with the case that the materials in question are unequivocally within the scope of the faculty member's profession and appropriate for the classroom. However, the Office of Human Resources used this student complaint as the impetus for a wide-ranging investigation (below, the Grievance chair uses the term "inquisition," which is a perhaps a more appropriate noun) into every aspect of this faculty member's work, both at YSU and beyond, throwing into question our colleague's honesty, integrity, and professionalism and providing an *ex post facto* laundry list of charges to justify their predetermined decision to terminate our colleague.

All the while, the Office of Human Resources has trampled on the procedures of due process as set forth in Article 12 of the Collective Bargaining Agreement. As but one example, Article 12.3 requires that administrators receive training before engaging the procedures of disciplinary action; when we requested documentation that a certain HR officer received such required training, we were informed—in a completely straight-faced manner—that the person "does not need to complete corrective action training." This is the kind of intellectual dishonesty we are up against, and we should consider it as a prelude to the upcoming negotiations.

Clearly, we find ourselves at a critical moment in which the YSU-OEA is being tested in a way it has not for many years, and a Union is only as strong as the participation of its members: neither an Executive Committee nor a Negotiating Team nor a Grievance Committee can accomplish anything alone. This is why I called for widespread faculty participation at our August chapter meeting, and I was elated that so many colleagues answered it. As I saw it, my first real task as President was to ensure that all of the YSU-OEA committees are staffed, and as of October 8,

they are. I would like to take a moment to thank everyone who has offered their time, energy, and expertise to serve the faculty. Here follows the makeup of the committees—I encourage you to make a particular note of your College Advocate, whom you should always feel comfortable approaching with any questions or concerns you may have:

Elections and Balloting Committee

Amanda Fehlbaum, chair
Anita O’Mellan
Bob Kramer

Grievance Committee

Gabriel Palmer-Fernandez, chair
Cryshanna Jackson-Leftwich
Chris Bellas
Amanda Fehlbaum
Joseph D’Uva

Planning and Research Committee

A.J. Sumell, chair
Qi Jiang
Alicia Prieto-Langarica
Joy Tang
Michael Ekoniak

College Advocates

Thomas Diggins (STEM), chair
Linda Strom (CLASS)
Guy Harrison (CCCAC)
Birsen Karpak (WCBA)
Nicolette Powe (BHHS)
Laura Cummins (BCOE)

Our Union would be nothing without the support of the entire YSU-OEA membership, and particularly the boundless energy and effort by these volunteers, so please thank them when you cross paths, or even just drop a note of support. It may not seem like much, but it makes a huge difference.

Lastly, I should note that membership in YSU-OEA has declined, predictably, in the wake of the Janus vs. AFSCME Supreme Court decision. Whereas we had seven fair-share fee-payers pre-Janus, we now have about 21 non-members whose contractual rights the YSU-OEA is required by law to protect. While we are pleased that we have not lost nearly as many from our ranks as we could have, and was certainly hoped for by the anti-union political forces behind the decision, there can surely be no dues-paying member, from the Executive Committee to the general membership, who finds it fair that some should enjoy the benefits of Union protections without contributing their part. So my last charge to you would be to gently mention the importance of the YSU-OEA to your non-member friends and colleagues. Everybody matters, just as everybody needs to do their part.

Yours in solidarity,

Steven Reale
YSU-OEA President

Your Executive Committee

President: Steven Reale, Music (EXT 1844)

1st Vice President: Beckey Curnalia, Communication (EXT 9295)

2nd Vice President: Diana Palardy, World Languages and Cultures (EXT 1631)

Secretary: Loren Lease, Anthropology, Gerontology, and Sociology (EXT 1686)

Treasurer: Taci Turel, Human Ecology (EXT 2020)

Grievance Chair: Gabriel Palmer -Fernandez, Philosophy and Religious Studies (EXT 1465)

Chief Negotiator: Julia Gergits, English (EXT 3481)

College Advocates Chair: Tom Diggins, Biology (EXT 3605)

First Vice President's Report

Rebecca Curnalia

It has been an eventful start to my first semester on the YSU-OEA Executive Committee. In particular, colleagues have reached out over the course of the semester about changes to some of YSU's academic programs and policies, ranging from administration's 'tax' on college and course fees, workload concerns, program changes, and intellectual property questions.

Much of this uncertainty comes from two contracts with for-profit companies that YSU entered into this past year: Academic Partnerships (an online program marketing company) and Instructional Connections (a company that provides 'gig' laborers who serve as 'virtual teaching assistants' in large and/or multi-section courses). There has been some misinformation and miscommunication about these contracts due to the lack of transparency throughout YSU's process of entering these agreements.

Here are some answers to the FAQs I've received this semester:

Faculty in your program decide how and what to teach. How your department handles program changes should be addressed in your governance document (CBA 9.4.A). Programs that are asked to develop or change courses and/or programs (e.g., admissions requirements, course requirements, prerequisites, etc.) should follow their governance documents if you *choose* to make changes.

YSU faculty own the curriculum and must approve changes. University-wide curriculum changes are under the purview of the Academic Senate and, for graduate-level curricula, the Graduate Curriculum Committee (CBA 9.6). All course and program changes go through committee review(s). Faculty are members of those committees and oversee changes; faculty may *choose* to support curricular changes or not.

Faculty cannot be forced to create new online classes. Faculty members may accept or reject distance education development without prejudice as long as such development is not part of their appointment letters (31.3). When asked to develop a course for online delivery, faculty may *choose* to develop it or not develop it.

Faculty are somewhat protected from their courses being ‘given away.’ Faculty members who develop distance education courses have the right of first refusal for two years (31.6), though other instructors may be assigned when there are multiple sections and/or the faculty member developer can’t or won’t teach the course. Be thoughtful about your choice to develop for DE.

I absolutely share people’s concerns about YSU’s relationship with these for-profit companies, and thanks to those colleagues who have reached out to ask questions or just to express their frustrations and concerns. **We rely on you to bring these issues to our attention.** We also rely on your **active participation in the Union** - join us for meetings, happy hours, and union events and volunteer for committees and projects. When we roll out our new communication platform later this academic year, join that too and use it to engage with the YSU-OEA.

Second Vice President’s Report

Diana Palardy

YSU-OEA seeks applicants for the annual Academic Union Heritage Scholarship. Please encourage your students to apply. The award supports students who have a personal or family connection to the labor movement and are pursuing their educational goals at YSU. The **\$1,000 scholarship** aids in defraying academic expenses such as tuition, fees or books. The deadline is March 1, 2020 and details about requirements can be found online or by contacting the **Office of Financial Aid and Scholarships, 330-941-3505.**

College Advocates Report

Tom Diggins, chair

Greetings fellow faculty. Please allow me to introduce myself, although I’m certainly not a man of wealth, and maybe not of taste either! (For those who didn’t recognize the Rolling Stones shout-out, you’ll have to go back to 1968 for Beggar’s Banquet.) I am in fact a 17-year veteran of YSU Biological Sciences, where I teach and conduct research on various aspects of stream and forest ecology. I recently joined the YSU-OEA College Advocates, and was asked to chair the committee. The College Advocates consist of one member from each of the academic colleges, with the Chair also sitting on the YSU-OEA Executive Committee.

A major role of the Advocates is to act as a direct liaison between the membership of each college and YSU-OEA leadership – to provide rapid and transparent communication in both directions, while at the same time shielding our professional privacy from the wandering eye of Tod Hall, aka “Sauron”. The College Advocates also seek to ensure that the very specific and sometimes divergent needs of each college’s faculty are adequately considered. Of course some labor issues are universal: compensation, job security, shared governance... maybe just R E S P E C T. However, we would be very short-sighted to assume that the concerns of a pre-tenured STEM faculty scrambling to write grants, a well-seasoned Education professor contemplating retirement, an art professor balancing teaching with an upcoming gallery opening, and a clinical HHS faculty preparing students for a licensing exam are one and same. I would highly doubt it. We want to work together to achieve a labor agreement that is the best possible for the faculty as a whole, but with the greatest chance of satisfying the broadest range of individual faculty considerations.

One of the first tasks we are pursuing is an update and expansion of the non-YSU email and cell-phone list, college by college, last compiled in 2017. This way we will all be able to communicate union business securely, especially if any work action were ever to be forced on us by the obstinate (mis)behavior of the Administration. Please feel free to contact me at any time at x3605, at hootenannyvintage@gmail.com, or stop by 4041 Ward Beecher Hall for friendly discussions of faculty concerns and issues... or to rock out some Stones.

Negotiations Update

Julia M. Gergits, Chief Negotiator

I want to give you some background and update you on the activities of the negotiating team. As you know, this year is negotiations for YSU-OEA and YSU-ACE, and it’s looking like it will be a doozy. That’s a technical term.

Our negotiating team has been meeting regularly since mid-July. The team allowed me to serve as chief negotiator. Our members are Megan List, Kriss Schueller, Susan Clutter, Michael Pontikos, and Steve Reale, by virtue. Tara Reynolds is our OEA consultant, and she’s been with us for several meetings, including the first with the administration’s team.

The administration team is led by Kevin Krajl, director of Labor Employee Relations. The other members are Jennifer Pintar, associate provost; Michael Sherman, Vice President for Institutional Effectiveness; Greg Moring, associate dean CCAC; Seth Briskin, lawyer and partner

at Meyers, Roman, Firedberg, and Lewis; and Sara B Michaliszyn, chair of Kinesiology and Sport Science.

We have met with the administration team once to introduce ourselves and determine an agenda for the next two meetings. We have one meeting firmly scheduled, and we're working on setting up a third during finals week. These initial meetings are to establish ground rules, alternative-dispute resolution, and method of negotiations. The admin team is proposing we use a version of mutual-gains or integrative bargaining. If all goes well, after this semester, the teams will go directly to negotiating.

We will be reaching out to our members for information very soon. The Planning and Research Committee, chaired by AJ Sumell (who we miss dearly!) has reinitiated and redesigned the faculty survey that had been used for decades to frame contract proposals. When his team sends you that link, please answer quickly and fully. We need your input.

You've almost certainly heard the various budget announcements around campus coming from the provost, president, and deans. Apparently, YSU is once again desperate to fill a miraculous 3, or 5, or 9 million-dollar shortfall. The numbers move around in various situations. We have seen this shortfall posture before negotiations many times.

In short, be ready to act--on your own behalf, on behalf of the students, your departments, and this institution. You must be active and engaged in this process. With a solid, coherent body backing negotiations, we can make progress.

Grievance Report: A New Time: Insubordination, Discipline, and Punishment

Gabriel Palmer-Fernandez, chair Grievance Committee

The Worst of Times

For at least a decade if not more, I do not recall a semester in which faculty filed more grievances and on a wider range of concerns against administration, nor do I recall a more aggressive posture by administration against faculty. We have processed at least a dozen grievances on behalf of faculty. Two faculty members have been charged with disciplinary action, two have been terminated, and at this time one disciplinary action case is headed to arbitration. The range is astonishing, from academic freedom and intellectual property to wrongful termination. It gives one reason to pause and contemplate the status of faculty-administration relations.

In my Grievance Report of Spring 2019 I suggested we had entered into a New Time, one in which faculty were subjected to charges of insubordination with subsequent discipline and punishment. Now it seems to me that this New Time is better called the Worst of Times. It is certainly the worst of times for those of us who do grievance work. It has been relentless and very disappointing. This is most specially the worst of times for two faculty members who have been wrongfully terminated. One faculty member has been terminated without any observance of his due process rights under Article 12, Corrective Discipline and Termination. The other faculty member has been subjected to an inquisition even into matters beyond his contractual year, while he was away, and during which time received no compensation or reimbursement - an inquisition into one's private life. There appear to be no bounds to administration's desire to render us subordinate to their will.

What displays for me most clearly the current status of faculty-administration relations is the Grievance Disposition, i.e., the administration's position on a set of grievances. We presented a document nearly eighty (80) pages long detailing the union's position on a wrongful termination case and administration replied with quick, single-sentence rationales and denials of the remedy we sought. Had the Disposition been penned by a sophomore one could excuse it. But it was a Vice President. By my account and that of others who read the Disposition, the VP failed to engage the substantive points in our position. A bit of administrative arrogance, I would say.

On a positive note. Thus far the functions of HR, including discipline and punishment, have yet not been privatized!

Recollections of the Formation and Evolution of the YSU-OEA, 1971-1986

Part III: The First Contract

Tom Shipka

Immediately after Ernst & Ernst announced the results of the collective bargaining election which had been held in two stages on May 22-23, and June 5, 1972, YSU-OEA, eschewing labor tradition, ran an election for the faculty to elect the members of the negotiating team. The faculty selected Steve Hanzely (Physics), Elizabeth Sterenberg, (Political Science), J. J. Koss, (Economics), Don Hovey, (Management), Clyde Hankey, (English), and myself (Philosophy) as chair, but Clyde Hankey stepped down and was replaced by Bill Moorhead (Physics).

Although the YSU-OEA won the right to represent the faculty in June, 1972, and the union formally communicated its desire to proceed to negotiations immediately, the administration balked, stalling negotiations until the fall of 1972. Meanwhile, the faculty elected a second group, called the "Advisory Committee," consisting of 28 faculty members representing ranks, genders, colleges, tenured and non-tenured faculty, and students, whose mission was to provide counsel to the negotiators before and during negotiations.

The summer of 1972 was a period of intense preparation by the negotiating team. The team spent literally the entire summer, day and night, preparing the faculty's proposals. The team had

the benefit of a long survey of the faculty – 96 items – about virtually every issue which had been done in February in advance of the collective bargaining election but surveys don't formulate complicated policies on dozens of issues. Each team member was given responsibility to draft several proposals. We consulted existing labor agreements in and out of higher education.

I travelled to Philadelphia to be an observer in negotiations between the Commonwealth of Pennsylvania and APSCUF – The Association of Pennsylvania State College and University Faculties. APSCUF was the bargaining agent for the several thousands of public faculty on about a dozen campuses in the state and APSCUF was negotiating a successor agreement under the leadership of NEA staffer, Martin Morand, later to assume the post of executive director of APSCUF.

My colleagues and I on the YSU-OEA negotiating team worked meticulously on every line of every paragraph of every proposal, and two rounds of negotiations actually took place, the first within our team, the second with our administrative counterparts across the table. At times the former was more exasperating than the latter. And designing a proposal wasn't sufficient. One needed data and arguments to support it.

The faculty union had rented space at 237 Lincoln Avenue for our headquarters. It was the second floor of a building owned by Dr. Sacherman, a dentist. The officers and negotiators met there often during those months of preparation for negotiations. Team members were ably assisted at this time by our highly competent union secretary, spouse of a faculty member in the Art Department, who typed, copied, and distributed endless drafts of proposals, in addition to her normal office duties. Her name then, as now, despite a divorce and remarriage, is June Lucas. (After her service to YSU-OEA, June was elected to the Ohio House of Representatives.)

We had unionized under the cloud of retrenchment and, understandably, job security was uppermost in our minds and no issue received more attention during the long, hot summer of preparations. J. J. Koss, Economics, deserves the lion's share of the credit for the impressive provisions on retrenchment in our labor agreement because he was adamant on a variety of points – objective criteria to be met before retrenchment would be attempted, layoffs of part-time faculty before full-time faculty in a department, transfers and loans to other appropriate departments, if possible, before any retrenchment, layoffs by reverse seniority provided the remaining faculty had the qualifications to teach the courses required to be taught, and others. Had he not been as stubborn and rigorous as he was in the summer of 1972, often in the face of my anger and impatience, our job security and that of future generations of YSU faculty would have suffered.

A key decision made by the YSU Board of Trustees and administration in the summer of 1972 was to hire an outside attorney as chief negotiator instead of appointing an administrator for this important task. He was John Weed Powers of Manchester, Bennett, Powers, and Ullman in Youngstown, a seasoned labor relations veteran who was perceived by many as the darling of entrepreneurs and the scourge of organized labor in the Mahoning Valley. Faculty leaders were worried about this decision on the grounds that few hired guns understood the culture of higher education. I remember phoning my father, a labor leader who knew the local labor relations turf as well as anyone, to inform him about the university's selection. His response was, "Tom,

you'll be dealing with a real pro but an honorable person. Your group will get a respectable contract if your people deal honestly with him." As time passed, I found that he was prophetic.

The gestation period of the first contract was nine months. The two teams convened in September, 1972, and the faculty and trustees ratified the tentative agreement in late May, 1973. The negotiations were held in a building on the site of what is now the McDonough Museum. It was an old motel that the university had acquired to use for faculty offices. Several of the Arts & Sciences departments were housed there until the building later named DeBartolo Hall was built. The room used for negotiations had once been the dining room of the motel.

Steve Hanzely served as secretary of the faculty team and somehow produced a nearly verbatim record of the proceedings; the other side asked whether we could furnish them with Steve's minutes as a courtesy because they could not possibly duplicate his detail and accuracy.

The two teams met once or twice every week through the fall of 1972 and set a deadline of December 15 for the submission of all proposals and an optimistic target of January 15 for settlement. To keep the faculty informed about the negotiations, our team published a series of "Hotlines," one page fliers with the latest news from negotiations.

The dominant issue early in the negotiations was the administration's retrenchment plans. The faculty team demanded a justification for the layoffs called for by President Pugsley which the administration was slow to produce. A turning point was December 11, 1972, when administration negotiators announced that letters of non-renewal would not be sent out after all. Although rumors on campus had hinted at the retrenchment of 12 full-time faculty, the only data submitted in negotiators referred to the need to reduce the faculty by 44 FTE (full-time equivalent) faculty, with no specificity as to the mix of full-time and part-time. President Pugsley submitted his letter of resignation as president several weeks after this announcement; some speculated that the trustees had failed to support his retrenchment plan and he interpreted this as a vote of no confidence in him. An unadvertised evening meeting of the trustees was then held at the president's mansion, at 1010 Colonial Drive in Liberty, at which the trustees both accepted Pugsley's resignation and named John J. Coffelt, then Vice-President for Administrative Affairs, as Pugsley's successor. Soon thereafter, Robert Williams stepped down as chair of the trustees and John Newman succeeded him with an announced intention of taking a hard line in the negotiations.

Attorney Powers had confided to me several times that he was encountering problems with the trustees. An ominous turn of events took place in spring, 1973, as the two sides were making steady progress on a variety of issues on the table. In an attempt to settle all remaining differences, the teams conducted a marathon negotiating session which ran from 10:00 a.m. on day one through 5:00 p.m. on day two, with breaks only for meals and caucuses. During these 31 hours negotiators on both sides were amazed at the vigor of Elizabeth Sterenberg, the oldest member of our team. News reporters had gotten wind of the marathon session and reported it repeatedly on radio and television. These reports apparently angered certain trustees who felt that their right to review all tentative agreements was being subverted. Suddenly, Attorney Powers was summoned from the negotiations to an emergency meeting of the board and negotiations were suspended. Subsequently, Powers reported that his authority to proceed had been withdrawn and that he had been ordered to produce all tentative agreements for review by the trustees. Shortly thereafter he reported further that he had been instructed to inform our team

that the trustees did not intend to honor a number of the tentatively settled items. Powers was on the verge of resigning and I pleaded with him to remain on the grounds that he was indispensable to the avoidance of a strike and to an eventual settlement. He acquiesced.

The leaders of the faculty union convened the faculty for a strike vote. Our objective was to demonstrate to the trustees that we did not approve of their conduct, that we wanted to return to the table to conclude the long months of negotiations, and that we were prepared to take unprecedented actions to salvage collective bargaining. The meeting was held in Schwebel Auditorium and, by secret ballot, the faculty authorized the leadership to call a strike by a margin of 200 to 59. Within two days, the trustees met and restored the authority of their negotiators and the negotiations quickly resumed. The faculty and the trustees ratified the agreement without further controversy. The faculty vote was 206-8. As soon as the trustees did this, however, they sent a letter to the Ohio Attorney General seeking an official ruling on the legality of collective bargaining and of a number of the provisions of our new agreement. To the consternation of some, no doubt, the Attorney General supported the legality of collective bargaining and of the provisions in the agreement about which doubt had been raised.

Although the faculty negotiators did not achieve all of their objectives, we made important progress. We had secured the first master agreement covering a faculty in Ohio public higher education. (The faculties at the University of Cincinnati and Kent State Universities would draw heavily from our contract and our experience later on when they unionized.) We had won a salary equity fund which was used primarily to redress salary inequities suffered by women. We had negotiated a comprehensive salary and fringe benefit package with outstanding insurance coverage. We had gotten a grievance procedure culminating in third party arbitration. We had negotiated a much improved system of faculty promotion including elected department and university-wide committees. We had improved job security significantly through strong language on retrenchment and an appeals process in the case of layoffs, non-renewals, and terminations for cause. We had negotiated a sensible summer teaching policy built on the principles of rotation and equal opportunity. We had brought institutional uniformity and accessibility to files on faculty. We had negotiated a right of the YSU-OEA to receive important budgetary and other data. We had negotiated the ground rules for the restructuring of the Senate to assure that it would be primarily a faculty body, that it would elect its presiding officer, and that it would not conflict with the bargaining process. And we had set the wheels in motion to establish a system of faculty evaluation and a campus credit union through joint faculty-administration committees. At the same time, we had not won election of department chairs for a term, we made little headway on workload, and we failed to secure the right to a sabbatical leave or the duty of all members of the faculty bargaining unit to support the union financially (fair share fee).

John Weed Powers and I frequently had private discussions during this nine month ordeal and I grew to respect him a great deal both as a person and a labor professional. Some of these private chats were bizarre. I'll mention just one to close this installment. John summoned me from the negotiating room one day with that look on his face that meant trouble. He asked whether the union would object to the forced leave of a faculty member who had contracted gonorrhoea of the mouth. Trustees had learned of this problem, he said, and were concerned that the professor could infect his students during class through a fine spray of saliva as he lectured. I asked for a day to investigate. I then briefed the faculty team and found that they were as ignorant as I on

the issues at hand. I then phoned my physician, Dr. B. I. Firestone, to seek his counsel. As my luck would have it, he was on vacation and I had to deal with one of his colleagues, a stranger to me. I barged ahead with a description of a “hypothetical” case and detected camouflaged laughter on the other end. The stranger confirmed that gonorrhoea of the mouth was indeed a possibility, usually among sexually promiscuous gay men, but that it could be spread only through an intimate embrace. I then contacted Powers to report my findings and the implied conclusion, namely, the union would indeed oppose a forced leave in this case. Powers, in turn, reported to his constituency and no further discussion of the case ever surfaced between us. I have always wondered what the doctor had to say to his social friends over cocktails the evening after our conversation.