

A Chronicle/History
of the
American Association of
University Professors
Chapter
of
Cuyahoga Community College

1966 to 2006

John V. Rose

A Chronicle/History of the
CCC/AAUP Chapter
1966 – 2006

“Quality through Unity”

The American Association of University Professors/
Cuyahoga Community College

By

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The Eastern Campus
Cuyahoga Community College

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To my father,
Jack Rose,
a leader in the Greater Cleveland industrial labor movement
from the 1930s to the 1970s

and

to the dedicated and professional faculty of
Cuyahoga Community College
from 1963 to the present day.

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Introduction

“Those who cannot remember the past
are condemned to repeat it.”

George Santayana
Spanish-born American Philosopher
1863-1952

Willa Cather, the gifted American Pulitzer Prize novelist and author of notable short stories, is known for “writing about ordinary people in plainspoken language.” This lengthy chronicle/history of the CCC/AAUP Chapter attempts to reflect her style: simple, clear writing about the efforts of “ordinary” faculty, who saw the need for a **collective approach as teachers** and the formation of a “**union of common interests**” to promote and protect the role of faculty at Cuyahoga Community College. They were ordinary people in the sense that they were dependable teachers with a love of their field of study, greatly interested in the new endeavor called a community college, committed to the mission of the College and the needs of their students, and eager to play a role in the development of the College’s philosophy and learning environment.

The story of the CCC/AAUP Chapter spans four decades. And like all good stories, it reflects “**themes**” which occur on a regular basis. Jacques Barzun, the extraordinary historian and thinker, describes historical **themes** as “ideas or purpose we find reoccurring throughout an era.” In the creation and development of the Chapter, the **themes** of self-sacrifice, timely leadership, confrontation and/or collaboration, and concern for the common good reoccur again and again in the day-to-day, week-to-week, month-to-month and year-to-year efforts of hundreds of faculty. However, in addition to these frequently appearing **themes**, one over-riding and dominant **theme** is clearly essential for understanding this chronicle/history. This central and driving **theme is power**.

Power is one of three social motivations used by individuals to energize their actions toward a personal or professional goal. The power motivation joins achievement and affiliation as the three primary social motives. **David C. McClelland** writes extensively on this topic and his writings are commonly known in the field of sociology and management. The Chapter's history reflects all three motives; but the power motive is the driving **theme** in the many bitter and frigid confrontations between faculty and the administration, between several Chapter presidents and the College presidency of Nolen M. Ellison for his entire tenure and the first several years of the presidency of Jerry Sue Owens/Thornton, between the supporters of the AAUP and the supporters of the AFT during the Chapter's affiliation battles, between the chief negotiator for the Chapter and the chief spokesman for the administration during ten collective bargaining negotiations, a semester MOA conversion, and subsequent Memoranda of Agreement, and between past and current presidents of the Chapter. These confrontations can be characterized in many ways. They range from wise and courteous to cold and stormy, from bleak and gloomy to bright and hopeful, from angry and profane to polite and articulate, and from sad to humorous. Each confrontation will serve a useful purpose in the health and growth of the Chapter.

A synonym for power is influence. As the College grew and developed, the Chapter's leaders fought to insure that the influence of faculty would not be arbitrarily and permanently diminished while the influence of administration would be unpleasantly and unwholesomely aggrandized. The Chapter's history should be viewed as a continual struggle to maintain the "voice" of faculty as the primary component in the development of the College. Therefore, this manuscript attempts to capture the "voice of CCC faculty" in their words and writings from several thousand documents and hundreds of files spread over forty years. In hearing these voices, we share the memory of our colleagues' collective struggle and tireless effort. So the **theme of power** to assure faculty influence is the dominant current in this chronicle/history through the spoken and written voice of the faculty. As **John Randolph**, a well-known American leader during the early 19th century said, "Power alone can limit power."

The largest, most frequent, and most significant **struggle for power** occurs in the atmosphere of collective bargaining, so this chronicle focuses very heavily, loudly, and sometimes unpleasantly on this topic. The traditional issues facing a “union,” those topics of wages and hours and terms and conditions of employment, are the primary focus of this story, embracing economic and non-economic issues. This chronicle/history is primarily intended for Chapter officers, negotiators, Executive Committee members, and the membership in general.

The format is chronological from 1963 when the College opened its doors. Our story begins with the first Chapter president, **Joseph Davidson**, in 1966. Then it passes over four decades to June 2006, the end of the presidency of **Patrick Masterson** and the beginning of the fifth era for the CCC/AAUP under President **Edward Foley**. And like all good historical narratives, it seeks to determine the “**who, what, when, where, and why**” of its subject – the CCC/AAUP Chapter.

A few limitations in the Chapter’s chronicle/history must be mentioned for the reader.

First, regarding the topic of grievances/arbitrations, the Chapter leadership filed scores of **individual or policy (group) grievances** at the informal and formal level on the three campuses on behalf of hundreds of faculty. Some sticky unresolved grievances lead to binding arbitration decisions/awards. In this history, only a few of the critical or significant grievances/arbitration issues are mentioned and only if they had a notable impact on the day-to-day activities of the faculty or they resulted in positive changes in subsequent Memoranda of Agreement (MOA). This topic is worthy of study and research in a detailed fashion, but it could not adequately be covered in this work.

Second, **the role of faculty in the governance system**, prior to and after the commencement of collective bargaining, is only covered if the committees had a valuable impact on day-to-day faculty activities pertaining to the collective bargaining process and the MOA. This AAUP chronicle/history will not include an extensive or detailed overview of the development and history of governance as it

relates to the AAUP Chapter. That extensive history would be better served in the creation of a parallel document to this overview.

The **Joint Faculty Senate Council** plays an important role in this governance domain, too. The importance and role of committees for the faculty have decreased with each passing decade as the institution matured and each successive Memorandum of Agreement became more detailed and solidified. Contract committees are found in our current MOA, and they remain important to the membership.

Finally, the **role of faculty** in the life of the institution can be traced in two ways: through the voice of the Faculty Senate(s) on each campus as well as the subsequent Joint Faculty Senate Council from 1963 to 1977, then to the present day, or through the voice of the CCC/AAUP Chapter from 1966 to 1977, then to the present day under collective bargaining. Each group plays a significant role as the voice of the faculty. The role of Faculty Senate and the JFSC diminished in some respects over the years while the role of CCC/AAUP strengthened. But as you will see, they each played a critical role in the health of the faculty; and at important times, they worked together to smartly and properly defend the influence of faculty in the College. Each body still serves a useful purpose and together the leaders of CCC/AAUP, the JFSC, and each Faculty Senate have solved knotty problems with resolution and vigor. Then and now, faculty leaders must always face the administration with a critical eye utilizing great care and deliberation.

All faculty will be identified in the chronicle/history with the title of professor to encompass the range of academic rank held, from instructor to assistant professor, to associate professor, to professor.

This chronicle of the CCC faculty is a work of documentation, a partial review of the history of faculty leadership, and a comprehensive review of the Chapter's written collective bargaining struggle. **It is also a memoir**, of sorts, regarding my involvement and observations as a College administrator for nearly fifteen years and then as a faculty member and supporting player in the CCC/AAUP Chapter for nearly eighteen years. To paraphrase **Patricia Hampl**, the talented and insightful writer and

faculty member at the University of Minnesota, a memoir has “. . . a narrative dynamic. It may not have a plot, but it has some kind of business to settle, some questions to wrestle to the ground. . . (A) search for the meaning of what happened. . . thematically driven. . . The memoir provides a chance for this voice not only to tell a tale but to reflect on it . . . from a singular point of view.”

Our CCC/AAUP chronicle/history is divided into four eras:

“A Fresh and Pleasant Sunrise” from 1966 to 1977,
“A Chill Wind Blows” from 1978 to 1982,
“Turbulence and Storms” from 1983 to 1997, and
“A Clearing Sky” from 1998 till June 2006.

1962

The bright history of Cuyahoga Community College began in 1962 when a seven- citizen committee was created to establish a community college in Greater Cleveland with Robert L. Lewis as chair. The Plain Dealer quoted Mr. Lewis in later years with this recollection: “At the time, Cleveland was the only city of its size with no state supported higher education. Higher education (public) was virtually inaccessible to most young people in town. That always troubled me deeply.”

1963

Cuyahoga Community College opened its doors to the largest first-day enrollment in the history of junior/community colleges. On September 23, 1963, three thousand thirty-nine students enrolled in what a Cleveland newspaper hailed as “The Miracle on 14th Street.” Community college charters were authorized in 1961 by the State of Ohio Community College Board under Ralph M. Besse, a familiar

name annually resonating with CCC faculty in the Ralph M. Besse *Award for Teaching Excellence*.

CCC Board of Trustees Chair Robert Lewis selected **Dr. Charles E. Chapman** from Barstow Junior College in California as the first president of Cuyahoga Community College. The College began operation inside the 79 year-old Brownell Building off East 9th Street rented for the modest sum of \$1 per year.

Faculty workload commenced with a 15-credit hour teaching load within a 14-week academic semester. Official fall semester enrollments, which were tabulated later in the semester, included 2,945 headcount with 1,426 full-time equivalent students (FTE).

A Fresh and Pleasant Sunrise

1966 – 1977

Preface

In these formative years, a small number of colleagues, in service to one another and without compensation or released time from teaching responsibilities, struggled collectively in defense of faculty rights and concerns. Very few written records exist to document the efforts of this band of colleagues: **Joseph Davidson, Lawrence Kendra, Ruth Solis, Lawrence Bender** and others on the Metropolitan and Western Campuses. It wasn't until 1970 that written records of AAUP activities and efforts appear. (During this formative period, one faculty member in particular, Lawrence Bender, business professor, repeatedly provided the timely leadership for the direction and stability of the developing AAUP Chapter.) The Chapter membership slowly grew and leadership changed annually. The **themes** of self-sacrifice and timely leadership dominated the landscape.

Meanwhile, as **the AAUP effort grew**, other colleagues affiliated in some fashion with the American Federation of Teachers (AFT) and the Ohio Education Association (OEA). Concurrently, the Metropolitan and Western Campuses each developed a functioning and effective Faculty Senate, which became the principal and recognized voice to the administration for faculty concerns and issues.

Some other **notable events** occurred as well. The College converted its academic calendar from the semester academic calendar to the quarterly academic calendar. The AAUP leadership planted the seeds for future collective bargaining. The Chapter newsletter was created, the Eastern Campus opened, the Joint Faculty Senate Council (JFSC) was recognized, **Dr. Nolen M. Ellison** burst upon the scene full of vigor at the age of 33 and soon suffered an early "vote of lack of confidence" from each campus Faculty Senate (the Eastern faculty called their review of Dr. Ellison an "evaluation" at the request of Board member Robert Lewis), the College-wide governance system was officially recognized by the Board of Trustees, contract irregularities and faculty retrenchment ominously appeared, and

Governor James Rhodes vetoed the first attempt to pass a Collective Bargaining Act in the State of Ohio.

The years of “Bright Sunshine” drew to a close in 1977 when the faculty voted to accept the American Association of University Professors (AAUP) as the official collective bargaining agent for the CCC faculty.

1966-69

Joseph Davidson, marketing professor, appeared as the first AAUP president in 1966.

Lawrence Kendra, economics professor, appeared as the second AAUP president in 1967. As of 2007, Professor Kendra is still teaching at the Eastern Campus.

Ruth Solis, foreign languages professor, appeared as the third AAUP president in 1968 and 1969.

The administration agreed to a “phase-in workload reduction” from 15 credits to 12 credits per quarter starting in 1968 and converted the academic calendar from semesters to quarters in Fall, 1968.

No official written records of activities for 1966-69 years were available in the files of the AAUP/CCC Chapter. The written requests to CCC faculty for any timely documents went largely unanswered.

1970

Lawrence Bender, business professor, appeared as the fourth AAUP president.

In December, the first president of Cuyahoga Community College, **Charles E. Chapman**, advised the AAUP Chapter, at that time a small group of dedicated faculty numbering 60 members of 400 faculty, that the College would abide by the national AAUP standards on “non-reappointment of probationary faculty” even though this policy had not been formally approved by the Board of Trustees according to AAUP Chapter President **Lawrence Bender**. This administrative acknowledgement represented the first official written statement of the Chapter’s positive effect on the administration’s policy and procedures toward CCC faculty. These standards, in roughly the same language, are found in the current Memorandum of Agreement (MOA). A pleasant and calm relationship appeared to exist between the administration under President Chapman and the CCC faculty.

1971

In March, the Chapter approved a formal resolution, as written by **James Banks**, history professor, on the **workload issue**. Dr. Banks wrote, “Recognizing that the 12-hour workload is the ‘sine qua non’ of academic excellence the Chapter hereby urges that the hard fought goal of the 12-hour load be maintained. Any attempt to bargain away such an academic necessity would undo the constructive achievement thus far attained. Such a move would be a detriment to the quality of instruction for which this institution is noted, and not in the best interests of the community we serve.” All faculty and administrators received a copy of the Chapter resolution.

The Executive Committee of the CCC/AAUP investigated contract irregularities for some faculty, and it successfully negotiated employment renewal for several colleagues after receiving insightful and helpful consultation from the national AAUP. **Lawrence Bender**, the Chapter president, professionally and successfully engaged the administration in finding an equitable solution for the “retrenchment issue.”

In September, the **Eastern Campus** opened. An interim and flexible campus building with moveable walls was constructed to last only ten years, but it is still in use today. A small number of Metropolitan and Western faculty transferred to the new Eastern Campus and began providing quality instruction in this new setting.

In November, **President Bender** mailed an invitation to all colleagues to join the CCC/AAUP Chapter, which included an AAUP brochure outlining the benefits of AAUP affiliation. He wrote, "This then is not really an invitation but a challenge – a challenge to you to participate in the development and protection of faculty rights and welfare."

In December, the **Chapter** adopted a policy statement on collective bargaining. It stated, "The CCC/AAUP endorses the principle of collective bargaining and stands ready to serve as the faculty bargaining agent if and when it is the consensus of the faculty that an adequate system of academic freedom and tenure no longer exists, or there is no longer effective participation in academic governance, or that there is an inappropriate determination of the terms or conditions of employment, including compensation." This action laid the foundation for future collective bargaining.

The CCC/AAUP continued the process of working with and through the Faculty Senate(s) to address issues of mutual concern. The **Executive Committee** approved the **Chapter's Constitutional Amendments and By-Laws** before review and approval in unanimous votes by each campus Faculty Senate.

1972

Ruth Solis, foreign languages professor, returned as Chapter president following Lawrence **Bender**. The membership received the first issue of the **Chapter newsletter** including a statement of the four objectives of the Chapter and the AAUP intent to continue to work with and through the Faculty Senate (s). The primary focus of the second newsletter was "perspective on faculty workload."

Chapter membership grew to 82 colleagues by November and the Constitution of the CCC/AAUP Chapter was published. **President Solis** distributed the national AAUP publication, *ACADEME*, to faculty for the first time for their review and information.

In March, **Lawrence Bender**, distributed the Chapter recommendations for academic freedom, tenure, and due process to each Faculty Senate as well as the College-wide Rights and Responsibilities Committee. The Chapter suggested the adoption of these standards by the Board of Trustees.

In April, the **Executive Committee** adopted a resolution to begin in earnest the process of official collective bargaining as a direct response to the College President **Charles E. Chapman's** unpopular statements on "Adjustments in Faculty Compensation" which were submitted to the Faculty-Administrative Advisory Standing Committee on Professional Welfare. Meanwhile, the **Faculty Senate(s)** tabulated responses from 364 full-time faculty to a survey on the current state of professional welfare at CCC.

In June, each Faculty Senate began the exploratory process of **faculty input** in considering **outside bargaining agents** such as the AAUP, the AFT, the OEA, the Teamsters, etc. A series of meetings were held on each campus.

In August, the Chapter published its preliminary results of a faculty "**Job Satisfaction Inventory**" on topics such as salary, budget, tenure, promotion, contracts, policy, evaluation, and committees.

In October, the Chapter applauded the creation of the **Joint Faculty Senate Council (JFSC)** stating, "no longer will three faculty entities be divided and conquered." The CCC/AAUP newsletter outlined the "procedures to be followed should collective bargaining be wanted," which was the first time the entire faculty received notification of the steps to be taken to legally affiliate with an outside organization to achieve collective bargaining.

Joseph Davidson, marketing professor, returned as the **Chapter president**. Former **President Solis** invited all new CCC faculty to her home for a social hour and the fall Chapter meeting. The College president declined the invitation to attend, but he sent his regrets.

In November, the **Executive Committee** recommended to the College-wide Professional Responsibilities Committee the steps necessary to resolve contract irregularities, and the dismissal or non-renewal of faculty (retrenchment). It mentioned that over the past five years, the Chapter had successfully resolved ten non-renewal cases through its mediation efforts.

In December, past **President Solis** contacted each Faculty Senate and the Joint Faculty Senate Council to discuss the nature of faculty contracts and areas needing improvement to eliminate further irregularities.

1973 – 1974

Dr. Nolen M. Ellison became the second president of CCC. **Dr. Ellison**, a former All-American basketball player from the University of Kansas, was young, energetic, and strong-willed. A cold wind of change entered the College and blew over the faculty.

(Official AAUP records were very few in number for these years, lacked content and clarity, and were occasionally contradictory.)

In May of 1973, **Lawrence Bender** reassumed the presidency upon the resignation of **Joseph Davidson**. **Professor Bender** was invited to join the national AAUP Committee “M” on Collective Bargaining.

Subsequently, **David Anderson**, data processing professor, was elected Chapter president. Then **Professor Bender** re-emerged as the president.

In 1974, the recently created CCC/AAUP newsletter offered a complete analysis of “Perspectives On and a Historical Analysis of the Development of the Existing Instructional Workload Policy at CCC.” In summary, it stated that the 1968 Board of Trustees adopted several workload policies: (1.) faculty workload should average 400 to 450 student contact hours each quarter; (2.) laboratory courses were to be equated with lecture on a 1:1 basis for the purpose of load computation for biology, chemistry, physics, and data processing; and (3.) annual faculty workload was reduced over a three-year period from 15-15-15 to 12-12-12. The newsletter finally suggested a reduction from 400-450 to either 360 or 240 faculty/student contact hours. A copy of this newsletter can be found in Attachment A-1.

1975

Lawrence Kendra, business/economics professor, was re-elected Chapter president. He effectively protested the Board of Trustees’ attempt to change contract language terminology, thereby limiting faculty on their “extramural or consulting employment” outside their CCC teaching responsibilities.

In May, Dr. Nolen M. Ellison, the new College president, removed the disputed language from faculty contracts in the face of legal and professional implications addressed in Chapter President Kendra’s letter.

A non-binding collective bargaining poll was conducted on faculty preferences for bargaining affiliation. Approximately one-fourth of the faculty responded with 75 percent favoring some affiliation and 43 percent favoring the AAUP over 33 percent for the AFT.

In November, the Board of Trustees formally recognized the “College-Wide Governance System” as the “internal participative process through which all members of the CCC community: students, faculty, administrators, and non-academic personnel might have an opportunity to contribute their ideas, advice, and opinions.”

In December, **Ruth Solis** re-appeared as the AAUP president followed shortly by the election of **Joseph Davidson** returning as the next Chapter president for 1976.

1976

Elizabeth Redstone, business professor, appeared as the AAUP Chapter president.

No other CCC/AAUP office records exist for this year.

In September, CCC had **420 full-time faculty** and 15,811 full-time equivalent students.

1977

This was a **watershed year** for the CCC/AAUP. The end of the “pleasant years” drew to a close. In many ways they were as calm as an autumn morning. The calm ended quickly, and the cold wind of change soon united the faculty.

In January, the Board of Trustees adopted the following **faculty policies**: a work week of 37.5 hours for all faculty of which 30 hours were required on-campus, a 10-office hour requirement per week, and the EQU lecture equivalent of 365-student contact hours. The 365-student contact hour “rule” eventually played a significant role in the question of faculty workload.

In February, CCC/AAUP Vice president **Donald Jelfo**, history/political science professor, analyzed “Faculty Workload and Related Financial Data” and identified “major inconsistencies in the District office recommendations on faculty workload and its proposed increase.” Subsequently, the CCC/AAUP leadership

met with **Dr. Ellison** to express their displeasure with the “workload situation.” The Board of Trustees received official letters of faculty protest in objection to the passage of the workload policy.

In March, **faculty salary negotiators** (**Zsolt Domotorffy**, mathematics professor, **Allen Vogel**, accounting professor, and **John Coleman**, English professor) officially reached an impasse with the administration in committee deliberations. According to a prior agreement reached in the summer of 1976, the next step in the process was a meeting with an arbitrator, **C. Keith Groty** of East Lansing, Michigan, in July. But, the findings of the arbitrator were not binding.

On May 26, the **Board of Trustees** established the conditions for a representative election for collective bargaining to the Joint Faculty Senate Council including election supervision by the American Arbitration Association. **Robert Lewis**, speaking for the Board of Trustees, stated “although the advent of collective bargaining is dramatic, and could also be traumatic for both the faculty and the institution . . . the Trustees look forward to this being an educational procedure, and one that can bring the College even closer together.” **Mr. Lewis**, a Greek scholar, proved not to be the Oracle at Delphi, as **Eris**, the Goddess of Strife, soon appeared.

That July in the **Ohio State Legislature**, a **House bill** proceeded through committee establishing **Collective Bargaining Provisions for the State of Ohio**.

On the 27th, the Chapter membership received a bulletin stating: “**CCC/AAUP** advises the Joint Faculty Senate Council on the election procedures.” It noted, “Our Chapter has recommended that the American Arbitration Association conduct an NLRB – type election; that is, due to the fact that we (Ohio) don’t have a collective bargaining law, the election should be run as if it were covered by the National Labor Relations Board. Basically, the AAA will run the election; one organization must have 30 percent signed designation cards and other organizations wishing to enter the election must have 10 percent signed designation cards. The ballot would include the choice of ‘No Agent.’ There are approximately 450 full-time faculty.”

In August, a full-page story appeared in **The Plain Dealer** on the 7th entitled “CCC in Throes of Growth” and “Toughest Year, Ellison Weathers CCC Problems.” The **PD** conveyed the **deteriorating communications** between faculty and administration, the overall **dissatisfaction** with Ellison’s administration including **discontent** with changes in the workload policy, installation of a new **unilateral governance** system, and **loss of collegiality** leading to an unofficial **vote of lack of confidence** in Ellison by the Eastern, Metropolitan and Western faculty in separate balloting. Shortly thereafter, faculty and students jammed the regularly scheduled Board of Trustees meeting. Subsequently, the Board visited each campus for additional input. Board chair, **Robert Lewis**, one of the founders of CCC, reassured the faculty of its importance, “We’ve said repeatedly that the faculty is the most important component of the college and the role of all other components is supportive to the efforts of the faculty. We want to listen!”

Unfortunately, in spite of these positive words by **Chairman Lewis**, a hard freeze soon formed in the relationship between Nolen Ellison, his administrators, and the CCC faculty.

The Plain Dealer covered extensively the stormy conflict between faculty and administration. The Board of Trustees and Chair **Robert Lewis** eventually authorized CCC faculty to conduct a vote to seek outside collective bargaining representation.

On August 10, **Chapter President Bender** wrote **The Plain Dealer** in response to the unfavorable **PD** article on the 7th stating “(the **PD** implies) some of the problems at CCC were caused by the politics of an impending collective bargaining election by the faculty. Actually the reverse is true. The CCC faculty want collective bargaining because of the many problems that the administration of the College has created.” **Professor Bender** went on to say, “The issues are very simple . . . class sizes have been increased . . . the variety and number of course offerings decreased . . . while the College runs a surplus each year. In the meantime, the administrative bureaucracy has grown at a alarming rate . . . From 1973 to 1977, the number of District Office administrators has increased by 77.5 percent and District Office cost of operations have increased by 67 percent . . . The faculty view

collective bargaining as the only means available to end wasteful spending and make the administration more responsive to the needs of the student.”

In September, **President Bender** sent a memorandum to all faculty on the “Quality” which could be achieved in voting for AAUP representation. He stated, “The main factor that has precipitated our call for collective bargaining is the need for faculty to maintain its traditional role in the determination of educational policy as is done in most colleges and universities throughout the country. Through the abuse of the college-wide governance system, CCC has seen a move toward the ‘K to 12’ mode of operation – unilateral decisions made by principals, superintendents, school boards, etc. Faculty is simply (required) to obey orders.”

The **Board of Trustees** approved the Representative Election - Conditions and Procedures and Pre-Election Agreement for CCC faculty to choose a collective bargaining agent. Representative leaders of the Faculty Senate, the Ohio Education Association, the American Federation of Teachers, and **Lawrence Bender**, CCC/AAUP Chapter president, signed the election agreement.

The CCC/AAUP Chapter notified all faculty that Tuesday, October 11, was the last day to submit their “designation cards” to any Chapter officer for the American Arbitration Association. Four hundred and twenty-six “designation cards” were submitted with 204 for the AAUP, 81 for the AFT, 70 for the NEA, and the remaining votes were cast for Faculty Senate.

On November 9 the election was held to choose a collective bargaining representative versus “no agent.” The AAUP took first place with 40 percent of the votes cast, the first choice of the four options. Of the 426 eligible faculty, 344 cast ballots.

On the 15th, the CCC/AAUP sent a bulletin to all faculty with the heading “Unity Arrives at CCC – AAUP is First!” It stated, “For the first time in many years the faculty at all three campuses have indicated positive and absolute agreement on a subject – any subject – in this case, the need for a bargaining agent. Eighty-four percent of the faculty voted for an agent with 10 percent not voting and

six percent voting 'no agent.' Ninety percent of the faculty on each campus voted. This clearly indicates to the administration that the faculty of CCC is fed up with the present governance system, administrative double-talk, mishandling of funds, policy fiats and PAU's. CCC/AAUP . . . an organization of CCC faculty is happy, proud, and optimistic. We believe the vicious cycle of frustration, and futility that has been rampant lately, has bottomed out and is now being reversed." (Faculty indirect workload was called the Professional Accounting/Assignment System or PAUs, Professional Accounting/Assignment Units.)

On December 7, a **collective bargaining agent election** was held between the AAUP and the OEA/NEA. The faculty voted overwhelmingly to select the CCC/AAUP as their bargaining agent for the first Memorandum of Agreement (MOA) contract negotiations.

A Chill Wind Blows

1978 - 1982

Preface

In the preceding segment, “A Fresh and Pleasant Sunrise,” the **theme of polite collaboration among colleagues** and **timely leadership** was evident. But as this era ended, cold and progressively difficult **confrontations** with the administration appeared on the horizon. The **theme of power**, in the form of a struggle between the faculty and the administration of Nolen Ellison, emerged as the driving force. It continued for many years.

The documentation was extensive for the second era in our chronicle. While the presidency of CCC/AAUP continued to change regularly, a handful of important leaders emerged at critical places in the Chapter leadership structure. Along with the Chapter president, certain faculty distinguished themselves with meritorious service on many fronts. Professors **Ronald Weiner**, **Jean Allen**, **Lawrence Bender**, **Bettie Baker**, and **Edward Kosiewicz** displayed abundant energy and determination in untiring service to their colleagues.

Ronald Weiner, history professor and Executive Committee officer, assumed a consistent leadership role in stormy collective bargaining, which took place during the first and third MOA negotiations as well as the unfavorable “binding arbitration” decision on workload. **Professor Weiner** bore the major burden of leadership “at the table” as the CCC/AAUP Chapter collectively fought for respect in unpleasant, bitter and sullen contract bargaining.

Edward Kosiewicz, data processing professor and Chapter president, superbly faced the timely challenge of uniting the faculty, increasing membership, and preparing for the second contract negotiations and the first binding arbitration. Illness forced him from the presidency, but **Professor Kosiewicz** successfully achieved “**quality through unity**,” the Chapter motto. The documentation of his efforts on many fronts was extensive.

Jean Allen (Jean Allen-Jenkins), counseling professor, served in a number of roles during this era (twice interim president, Constitutional Committee chair, Executive Committee officer) while providing flexible structure and calm leadership in the daily operations of the Chapter. **Jean Allen**, in her soft-spoken and polished professional manner, additionally served for many years as the secretary of the CCC/AAUP Chapter, a position she held longer than any other faculty member.

Scores of other colleagues joined these talented leaders in committee work, the Bargaining Policy Committee, the negotiating teams, and the Executive Committee. Their **work and concern for the common good**, or *opus commune bonum*, was evident in all they did. The CCC/AAUP Chapter forged a clearer image of its role in the daily life of its members and the educational direction of CCC.

(The Irish have a wonderful saying, “Watch out what you wish for, you may get it!” The faculty wish for collective bargaining representation finally arrived. But, to coin another Irish adage sometimes attributed to **Gustave Flaubert**: “the devil’s in the details.”)

The **hard and difficult work of collective bargaining** was honorably undertaken in representing over 400 colleagues on three campuses for their wages, hours, terms and conditions of employment. The Bargaining Policy Committee was created to conduct a comprehensive survey on the “wants and needs” of the faculty. Next, outside legal representation was chosen by the Executive Committee to negotiate the first Memorandum of Agreement (MOA). Finally, the first faculty negotiating team was carefully selected. These three groups prepared and pondered some challenging and important questions:

- ❖ What terms and conditions should be included in the contract?
- ❖ What provisions or articles must be addressed?
- ❖ How much assistance should be provided from the national AAUP?
- ❖ How do you prepare the negotiating team?
- ❖ What is the role of the legal counsel versus the negotiating team?
- ❖ How often and to what extent should faculty be updated?
- ❖ And many, many other questions.

Some **notable events** occurred in this era as well. On the negative side, the faculty lost a binding arbitration decision and workload increased from 12 to 15 credits per quarter, and a Chapter president arbitrarily changed some language in a negotiated MOA without consultation or approval. On the positive side, the Chapter successfully defended re-employment for 31 of 32 “retrenched faculty,” the summer pro-rata calculation “pool” was successfully clarified, the AAUP and the JFSC began a long-term process of working together on behalf of all faculty, and Chapter **President Bettie Baker** prepared the Chapter for a “union” presence and the first “job action” by faculty in the history of the College.

The **themes of confrontation and power** were primary forces in this era.

1978

In January, the faculty received a **five-page comprehensive bulletin** on “Where We Go From Here” covering AAUP membership, constitution revision, bargaining policy, the role of CCC/AAUP versus the Joint Faculty Senate Council, faculty problems, organization, commitment, committee descriptions, the negotiations contingency committee, academic freedom and tenure, public relations, social events, publications, legislative items, and a calendar of activities. It mentioned the selection of the law firm of Berkman, Gordon, Murray, and Palda with **Bernard (Bernie) Berkman** acting as legal counsel.

In February, **Nolen M. Ellison**, the College president, mailed a copy of the “Proposed Statement of Board of Trustees Regarding FY 1978 Faculty Salary Negotiation” to the Chapter Executive Committee and the Joint Faculty Senate Council. It unilaterally stated that “negotiations will begin on or about February 1 and conclude by April 30,” which suggested a high level of naiveté of the forthcoming difficult and turbulent negotiations.

Ohio Governor **James Rhodes** vetoed **State Bill 222** on Collective Bargaining.

In March, the **Board of Trustees issued a document** detailing their position with regard to the forthcoming negotiations. They coldly stated that they “will maintain their management rights.” The issue of management rights loomed very large in forthcoming negotiations over many years.

In April, the **Executive Committee** mailed a **questionnaire to all members** in the bargaining unit seeking “demand preferences and priorities.” Bargaining proposals were created from these preferences and priorities.

On the 12th, the **AAUP negotiating team met for the first time** with the administration’s team and its legal counsel, a nationally respected and articulate lawyer, **Robert Duvin**. Mr. Duvin and the other lawyers who represented the administration in several MOA negotiations all came to the table with a simple philosophy of collective bargaining: “The help did not ordinarily lay down the conditions of their employment.” (A quote by Ada in Charles Frazier’s extraordinary Civil War novel *Cold Mountain*. Coincidentally this date, April 12, is the anniversary of the start of the Civil War in 1861 when the Confederate rebels fired on the U. S. troops at Fort Sumter.)

The CCC/AAUP’s first collective bargaining and negotiating team was lead by Chapter lawyer **Bernard Berkman**. He was joined “at the table” by **Professors John Perry**, sociology, **Jacquelyn Jefferson**, counseling, **Ronald Weiner**, history, **James Barrett**, behavioral science, and **Robert Schlick**, communications. **Jacquelyn Jefferson**, soft-spoken and resolute and eventually nicknamed the “steel magnolia” by her fellow negotiators in later years, went on to serve on more negotiating teams than any faculty member in Chapter history including the round of negotiations in 2004.

The administration naïvely and childishly **admonished the Chapter’s negotiating team** for not adhering to the Board’s timelines for negotiations to begin in February and end in April. **WELCOME TO NEGOTIATIONS!** Then, to add possible injury to needless insult, the administration announced an unusual summer school pay schedule, including part-time payment for some “sections” in place of pro-rata pay.

On April 20, Chapter President **Lawrence Bender** mailed the comprehensive “AAUP Negotiations Demands” to the administrative negotiating team.

In May, **two hundred fifty-two colleagues out of four hundred eighteen** faculty joined the AAUP Chapter.

In their first MOA accomplishment for CCC faculty, the **Chapter’s negotiating team** successfully reinstated **pro-rata pay** for summer teaching assignments. This **first win** by the CCC/AAUP at the table was significant; and in spite of battles to come in this area over many years, it remains an **important negotiated benefit** for the membership. Most colleges and universities do not provide summer pro-rata pay for faculty. Summer pro-rata pay continues to be a most important variable in tabulating the final retiree wages for the State Teachers Retirement System.

President Bender mailed the proposed “**Chapter Constitution and By-Laws**” to all members of the AAUP. It was written by the Ad Hoc Constitution Committee, chaired by Professor Jean Allen, and then approved by the **Executive Committee**.

In June, the faculty received an update on the sluggish pace of negotiations and additional information that the Chapter’s legal counsel in an unrelated case won a landmark decision before the **United States Supreme Court** on “community standards” for obscenity cases. The Chapter appeared to be in good hands while negotiations slowly proceeded with substantial difficulty.

Summer contracts for non-instructional counseling faculty reached a stumbling block with the CCC administration. **Jean Allen** contacted the administration in an attempt to resolve the work schedule for all non-instructional faculty (counselors, nurses in the student services Health Office on each campus, and librarians).

In July, **Joseph Gallo**, accounting professor, was elected AAUP Chapter president. **Lawrence Bender** stepped down after many years of dedicated service. Professor Bender’s consistent leadership and professional dedication to the well-

being of his colleagues had been exemplary. His prominent role in the creation and development of the Chapter was significant.

The **administration demanded** that all AAUP bargaining proposals be submitted in legal language at the table. This demand amounted to a bargaining ploy since it is not uncommon to agree in principle on a proposal before finalizing the contract language.

On the 26th, **William Burlinghoff**, associate secretary for collective bargaining from the national AAUP and a successful chief negotiator, visited Cleveland and spent six hours in conference with **Bernie Berkman** and **Alex Ruben** of the Berkman firm and members of the negotiating team.

The Board drafted an **interim policy** on Faculty Evaluation.

Professor **Jean Allen** successfully resolved the summer contracts issue for non-instructional faculty (counselors, nurses, and librarians).

In September, the **Board of Trustees** issued a public statement during its monthly meeting stating, "the interests of both the College and the Faculty would have been better served by avoiding more formal collective bargaining" and noted the initial proposal from the CCC/AAUP as "**academically insulting.**" The Board negatively added, "Further negotiations with the AAUP is very likely to be futile." The CCC/AAUP countered this criticism by describing the Board's counter-proposals as "**academic suicide.**" Nevertheless, the Chapter leadership optimistically believed the Board had a sincere desire to reach an equitable contract.

In October, Chapter lawyer **Bernie Berkman** mailed a four-page letter to **Robert Duvín**, the administration's chief negotiator, listing nine areas of movement by the AAUP and he suggested "meaningful dialogue and collective bargaining (resume) without delay." The Executive Committee advised the membership that all proposals "were drawn from the mainstream of higher education. Not a single proposal would represent a radical departure from customary procedure in higher education at the present time."

In November, Mr. Berkman mailed an updated ten-page letter to Mr. Duvín outlining the latest AAUP counter-proposals.

After serving eight months on the negotiating team, Professor Robert Schlick resigned and the Executive Committee appointed James Spencer, philosophy professor, to replace him.

In December, stalled and frosty negotiations continued without a MOA settlement. On the 14th, the Chapter received a “final” economic offer from the College. The AAUP rejected the offer, declared an impasse, and explained the dire predicament in a bargaining bulletin to the membership from Chapter President Joe Gallo.

On the 19th, Paul Hinko, counseling professor, distributed a memorandum to the Executive Committee with strategies and options for all future negotiations.

1979

On January 4, the membership met in general session while negotiations continued and shortly thereafter, a historic Memorandum of Agreement was reached between the CCC/AAUP and the College. Ronald Weiner, chief negotiator and history professor, and Chapter attorneys Bernard Berkman and Alex Rubin, drafted the initial contract provisions for the first Memorandum of Agreement.

This long and protracted first negotiation represented the genesis of numerous and unnecessary challenges to the dignity of faculty as the “most important component” in the College. This powerful pressure continued almost unbroken until the late 1990s.

On February 7, **Chapter President Joe Gallo sent the membership** a copy of the proposed MOA. He stated, "This memorandum represents the first agreement between the Faculty and the College under a true collective bargaining process. Second, the Faculty Negotiators sought those provisions in the agreement that would benefit the faculty as whole. While we may not have been successful this time in obtaining specific provisions important to individual faculty, this initial effort has succeeded in protecting and promoting the common interests of faculty." **Professor Gallo** captured the essence of collective bargaining in his statement, and this philosophy stood as a general rule for all forthcoming negotiations: the common interests of all faculty rank above specific provisions important to individual faculty.

On the 15th, the **membership voted to accept** the first Memorandum of Agreement between the AAUP and CCC thereby following the recommendation of acceptance from the Executive Committee and the Bargaining Policy Committee. Eighty percent of the membership voted and accepted the MOA by a 6 to 1 margin.

On the 22nd, the **Board of Trustees voted to accept the first Memorandum of Agreement (MOA)** between the CCC faculty and the College.

On April 24, the faculty was notified **Joseph Gallo** had been re-elected Chapter president for a two-year term effective July 1, 1979.

On June 12, Professors **Joseph Gallo** and **Ronald R. Weiner** signed the **first collective bargaining MOA for faculty**. The first MOA, running only 26 pages, contained thirty-four articles and four appendices. Its duration was retroactive from September 17, 1978, to September 1, 1980. In less than 16 months, the MOA ended. Preparations for the next round of bargaining commenced almost immediately.

Noteworthy MOA provisions included: fourteen half-steps in the salary schedule, which unfortunately meant it took twenty-seven years of service to reach the top of the salary table with the top salary at 14 H as \$28, 839; ninety (90) sick days; thirty-six (36) EQUs per academic year; a generic statement on summer school compensation without specific safeguards; and the imposition of a "quota" system limiting movement to higher levels on the pay scale in spite of educational credentials.

Joe Gallo resigned as AAUP president for health reasons, and Jean Allen, counseling professor and member of the Executive Committee, assumed the Chapter presidency until November.

In July, Chapter legal counsel Bernard Berkman informed Andrew C. Meyer of the Duvin law firm that the latest modified draft of the MOA was acceptable. The contract was final. This stormy process took sixteen months rather than the two unrealistic months mandated by the Board of Trustees in February of 1978.

President Jean Allen notified all CCC/AAUP faculty representatives of the new "Committee Reporting Form." The Executive Committee required its regular submission to the EC by the several dozen faculty serving on ten College-wide governance committees, since the EC did not always know what faculty were saying or doing on behalf of the CCC/AAUP.

In November, Edward Kosiewicz, data processing professor, was elected Chapter president for a term to expire on June 30, 1981.

1980

In February, the Executive Committee appointed six faculty to the negotiating team: Professors James Barrett, social science; Susan Burge, health education; Sylvester Davis, history; Cullen Johnson, biology; David Stevenson, English; and Paul Hinko, counseling.

The Executive Committee authorized President Kosiewicz to obtain legal counsel for the forthcoming negotiations. The Executive Committee approved the legal services of Bernard Berkman for a cost "not to exceed \$12,000 to be paid in monthly installments of \$1,000."

Robert Sexton, business professor, was selected as chair of the **Bargaining Policy Committee**. The BPC solicited recommendations from the membership for negotiations and prepared **Bargaining Bulletins** for the membership.

A **joint meeting** of past and current negotiators occurred on Wednesday, February 27.

In March, the **Executive Committee** submitted to the **Bargaining Policy Committee** fourteen recommendations for improvements to the first MOA within thirteen contract articles.

The **Executive Committee** solicited tax-deductible contributions from the membership to form a negotiations fund in the amount of \$25,000.

In April, the **Executive Committee** submitted five additional recommendations for MOA improvements to the **Bargaining Policy Committee**.

The **Bargaining Policy Committee** accepted the recommendations from the Executive Committee and identified twenty **prioritized items** (high, medium, and special) for the negotiating team. **Some recommendations included:** readjustment of faculty assignments to the salary table; creation of a C.O.L.A. (Cost-of-Living-Adjustment) clause; re-establishment of a lecture: laboratory ratio of 1:1; inclusion of 10 holidays in the 180-day calendar; re-establishment of a finals weeks; establishment of a “spring break” week with no professional responsibilities; elimination of “snow day” make-ups; no-change in the summer pro-rata pay schedule; no increase in workload (12-12-12); and establishment of a clearer faculty retrenchment policy.

On the 27th, **President Kosiewicz** notified the administration of the Chapter’s intent to re-open negotiations for the second MOA.

In May, the AAUP membership was notified of the administrative negotiating team membership and the reappointment of the **Duvin firm** to represent the administration.

The Chapter membership was **solicited a second time** for contributions to the negotiations fund.

In June, **President Kosiewicz** successfully modified the **summer teaching** assignment process with the administration, thereby allowing faculty to pick-up an assignment at another campus for pro-rata pay in the absence of “home” campus assignments. This important modification was another enhancement to the summer school, pro-rata pay option for faculty.

On the 30th, the **first negotiations session** was held and the CCC/AAUP negotiating team submitted its bargaining proposals. The **consumer price index** posted an annual increase of 13.2 percent. **The negotiating “demands” included:** a 16 percent increase in salary; the elimination of 14 half-steps; a paid dental plan; and Board payment of STRS retirement costs.

In October, the College approved the **use of substitute teachers** to cover the classroom teaching assignments of negotiators as the chilly process dragged on.

Chapter membership grew to 75 percent of eligible faculty. The Chapter president was authorized **to call a strike** upon the recommendation of the Bargaining Policy Committee, the negotiating team, and the Executive Committee in the event that negotiations should fail.

In November, the **Executive Committee** published the “**complete and final economic, non-economic and work load proposals from the College**” and compared these administrative proposals to the Chapter’s response. The **AAUP** tentatively accepted an extended travel allowance; a three-year contract; the elimination of six half-steps; a \$300 longevity bonus; an increase in release time for the **AAUP** to 24 **EQUs**; the replacement of the **PAU** system with the **Indirect Workload System**; and binding arbitration of the workload issue. But the negotiating team firmly rejected a number of economic and non-economic proposals. Specifically, **the AAUP rejected a 1:1 lecture/laboratory standard** for biology, chemistry, earth science, physics, physical science, data processing, nursing, and allied health programs in exchange for an increase in workload to 45 **EQUs** (15-15-15), and several other

economic and non-economic proposals. Negotiations reached an impasse. (See **Attachment B-2** for a complete overview of this document.)

The **rejection of 1:1 lecture/laboratory ratio** in exchange for a workload increase to 45 EQUs would become a major, and unresolved, issue in years to come, but its significance and importance was not fully understood at the time. (Unfortunately, faculty teaching laboratory sections within their discipline did not receive a full one credit for their clock hour of time and work; they only received a partial credit for that hour of time. This injustice still exists today in spite of many attempts in negotiations and fact-finding to remedy this imbalance.)

Dennis Gabriel, English professor, assumed responsibility for the AAUP newsletter, which appeared on a monthly basis into 1981. It was sent to part-time faculty too. **President Kosiewicz** investigated the possibility of including part-time faculty in the collective bargaining unit.

The AAUP notified the faculty of its **“strike procedure – if and when necessary.”** It listed eleven “strike points” to be followed by the membership.

1981

In January, the **Executive Committee** and the **Bargaining Policy Committee** recommended acceptance of the proposed MOA settlement to the CCC/AAUP membership. They stated, “The College is through negotiating and that this package represents the Board’s final offer.” The **second MOA contract included**: a time span of three years; an enhancement in sick leave from 90 to 120 days; a 9 percent salary increase which included 1 percent toward the step each year; the elimination of six half-steps; a reopener by the administration in the event of “crisis” financial emergency; the replacement of the PAU system with the Indirect Faculty Workload system; the submission of the question of increased faculty workload to “binding arbitration” and the selection of **Jonas Katz** of Cincinnati as arbitrator with a final workload decision by April 15, 1981. The MOA stipulated an

“off-set” for faculty workload in lecture/lab from .66:1 to .75:1, if workload increased to 45 EQUs; a guarantee of summer school assignment for instructional and non-instructional faculty with pro-rata pay based on a minimum of 60 percent of base summer school IFTE; and early retirement STRS payment/incentives to be investigated by a joint committee of faculty and administrators. The highest pay step (H-14.0) in the third year was \$36,329. The second MOA was accepted by the membership with 68 percent approval.

The **Executive Committee** filed a class-action grievance against the administration for 32 tenure-track, non-tenured faculty who received termination notices from the administration.

The Chapter membership received **President Kosiewicz**' proposed changes to the “**Terms of Office for Executive Committee**” membership in order to achieve a balanced rotation of leadership on the **EC**.

In February, the **Executive Committee** surveyed all faculty on issues related to the forthcoming binding workload arbitration, particularly health careers faculty with off-campus clinical assignments. **Peter Surace**, English professor, **Ronald Weiner**, history professor, and **Anthone (Tony) Colovas**, social science/sociology professor, received **EC** appointments as campus workload coordinators.

The binding arbitration workload hearing was scheduled for the March 19, 20, and 21. **Theron Eddy**, law enforcement professor, submitted a historical workload overview to **Ronald Weiner** before the hearing. **Professor Eddy's document** stated:

Workload History:

1. Before 1968-69 – forty-five (45) EQUs (30 ESUs);
 2. 1968-69- forty-two (42) EQUs;
 3. 1969-70 – thirty-nine (39) EQUs;
 4. 1970 to present – thirty-six (36) EQUs,
- from the Policy and Procedures manual, page 54.

Professor Eddy cautioned Professor Weiner that the “administration will trade a pound of bacon for a nine-pound ham,” and the pay increases of 8 percent would be offset by a workload increase from 36 to 45 EQU’s, if the AAUP lost the hearing.

On March 23, Professor Ronald Weiner informed the membership that the AAUP presented “a very strong case” during the workload hearing. The faculty presentation was based on four items: maintaining quality of instruction, maintaining exemplary faculty productivity, emphasizing the limited cost savings to the College with an increased faculty workload, and stressing that the College spent only 38.5 percent of its budget on instruction. Two volumes of exhibits and argumentation were included and twelve witnesses appeared including Joseph Clovesko, biology, Donald Plagens, office administration, Patrick Masterson, speech, Lawrence Bender, business administration, James Banks, history, and Donna Caretti of nursing. The arbitration committee members included Bernard Berkman (counsel), Ronald Weiner, Donald Jelfo, Peter Surace, Donna Caretti, and Tony Colovas. Professor Weiner concluded his memorandum to faculty with this prediction: “If the case is judged on its merits, the outcome cannot be in doubt.”

The Executive Committee noted that retiring full-time faculty positions were not being filled with full-time replacements, but rather with part-time faculty.

In April, the AAUP lost the binding arbitration workload decision!

The arbitrator Jonas Katz ruled: (1.) faculty workload would increase by 3 EQUs each year from fall, 1981 to the fall, 1983; (2.) as direct workload increased, indirect workload would decrease; (3.) the workload increase applied only to instructional faculty; (4.) effective fall, 1983, there would be an improvement in lecture/laboratory ratio from .66:1 to .75:1; (5.) 12 faculty received lateral movement on the salary table; and (6.) Dr. Katz retained jurisdiction over the implementation of the workload increase.

Dr. Katz accepted the administrative argument of “substantial financial problems” within the College’s budget, that the current 36 workload hours would never meet the State of Ohio guideline of 365 student contact hours, that the vast majority of community colleges in America had 45 credit hour workloads, that the lecture/laboratory issue was essentially outside this arbitration hearing’s jurisdiction, and that CCC faculty was among the highest paid in the United States. The ruling was 27 pages long.

Bernard A. Berkman, the Chapter’s lawyer, wrote a 20-page minority dissent stating, “The ruling is totally inconsistent with the evidence adduced during the two-day hearing. Figures do not lie, but those who are less than accurate with the truth can certainly figure.”

A review of the Chapter’s and the College’s documentation suggested that the AAUP workload team argued too many points with too many witnesses (12 faculty) and they unintentionally ignored that old country lawyer axiom on how to win a case: “Don’t mention twenty things one time, mention one thing twenty times!” The Chapter’s complex argument dissolved when Mr. Duvín noted 59 percent of the faculty regularly taught 15 credits hours and 48 percent regularly taught more than 15 credit hours.

CCC employed 403 full-time faculty and enrolled 13,150 full-time equivalent students.

John Tsolainos, counseling professor, was elected the CCC/AAUP Chapter president. Jean Allen had served as interim president for the second time during the recent absence and illness of President Edward Kosiewicz.

On the 18th, a general meeting of faculty convened to discuss the impending implementation and long-term implication for the workload increase from 36 to 45 EQUs. See Attachment C-3 entitled A Summary of the Arbitration Decision Regarding Faculty Teaching Workload (Appendix D of the Memorandum of Agreement).

The **Chapter** successfully achieved a grievance victory in the retention of 31 of 32 faculty, who had received an unpleasant December letter informing them of their being laid-off due to retrenchment.

In May, **President T solainos** wrote the membership on the unsuccessful workload arbitration decision: "Throughout the course of time, human beings tread through a sea of constant agitation. Periodically, the individual experiences various levels of euphoria or depression. By and large, we swim in the sea of agitation and in the process learn to cope with reality. How we deal with adversity is the measure of individual maturity and, in this case, group maturity. Needless to say, disappointment reigns!"

On the 12th, **John J. Koral**, CCC executive vice president, informed the CCC/AAUP, "Indirect (workload) assignments will be directly and proportionally decreased as teaching EQU's increase." This well-intentioned pledge was not honored in the coming months under **President Nolen M. Ellison**.

In June, **Professors Larry Baughman**, health and physical education, and **Ronald Weiner**, history, submitted several recommendations for the immediate improvement in the daily operations of the CCC/AAUP Chapter based on ideas and information obtained from a National AAUP Conference in Washington, D.C. Seven Executive Committee members received sub-committee assignments to achieve these needed improvements.

In July, Professor **Paul Hinko** sent a "Formal Written Grievance" on the printed MOA to Dr. **Jan Jonas**, a District office vice president, stating: "The CCC/AAUP Negotiating Team attests that the printed version of the new MOA is not the same as the one which was agreed to and signed in **Bernard Berkman's** office on April 28, 1981. Additions and changes occurred without prior approval, sanction, and/or authorization in writing by the Negotiating Team." The requested relief would be specified in the Step 2 grievance meeting.

In August, Professor **Jean Allen** chaired the **Constitutional Review Committee**.

Emily Miklis, accounting professor, audited the Chapter's financial books for the previous three years and she suggested ten immediate recommendations to the Executive Committee "in order to insure that generally accepted accounting principles are followed."

Ronald Weiner advised the Executive Committee that vigilant contract monitoring and comprehensive research staff work "must be on going" for the next negotiating team as preparations begin for the next round of MOA collective bargaining.

In September, the Executive Committee determined that the lack of summer session sick days for faculty needed to be addressed in future negotiations.

President Tsolainos announced that the 1981 summer session grievance on counselor workdays would be sent to binding arbitration with **Bernard Berkman** serving as Chapter legal counsel. Some Executive Committee members objected to **Mr. Berkman's** continued employment by the Chapter and suggested the recent binding arbitration loss on workload was due to **Mr. Berkman**.

Paul Hinko, chairperson for the CCC/AAUP negotiating team, notified Chapter **President Tsolainos** that several unauthorized changes had been made to the MOA that were not negotiated or approved by the negotiating team. **Professor Hinko** stated, "This action had disregarded the role of the negotiating team." **President John Tsolainos** surprisingly acknowledged he unilaterally made some changes to the contract language collaboratively with **David Kinzel**, a CCC vice president for human resources and the MOA contract administrator. **Professor Hinko** suggested immediate steps to correct these unauthorized changes including an acknowledgement that "Appendix D in the contract is not a legal part of the MOA."

In October, **David Kinzel** sent a multi-page document to Chapter **President John Tsolainos**, the President's Cabinet, the Joint Faculty Senate Council, and the Executive Committee on topics including "implementation of contract responsibility, process/structure, timeline, and accountability." This extensive memorandum and

accompanying chart emphasized faculty understanding and administrative expectations in a “professional and collegial manner.”

On the 12th, **President Tsolaínos** wrote **Jonas Katz**, the recent workload arbitrator, and **David Kinzel** to arrange a meeting to discuss the “English faculty workload request for 1.25: 1 as it pertains to **Mr. Katz**’ jurisdiction of workload as specified in his arbitration award.” The English faculty wanted a 1.25 EQU workload credit for each one-classroom credit hour for English 101, 102, and 103.

The **Chapter newsletter** reappeared with a new editor, **Michael Bailis**, humanities professor, a new format and a new title: **The Advocate**. Future newsletter issues included the “Contract Corner” which explained important features within the MOA for faculty edification and review.

In December, the **Executive Committee** held a special meeting with the Chapter’s legal counsel, **Bernard Berkman**, in which he reviewed the process and outcome from the binding arbitration workload decision. **Mr. Berkman** reminded the **EC** a favorable outcome was never guaranteed and the previous Memorandum of Agreement, which was approved by the faculty, specified the arbitration process to be followed and the binding nature of the arbitrator’s decision.

1982

In January, the **Executive Committee** accepted a proposal from the College’s lawyer, **Robert Duvín**, as presented by **Bernard Berkman**, to resolve the counselor’s 1981 summer session work grievance. It stated, “The College will agree to offer for the summer of 1982 to schedule twenty-four (24) . . . pro-rata days, and any additional counseling will be paid at the appropriate part-time rate. For the summer of 1983, a base of 30 full-time equivalent counselors will be used when applying the negotiated 60 percent pro-rata compensation formula.” The counseling faculty previously received 30 days in the summer of 1980 and 18 days in the summer of 1981.

The **Executive Committee** issued a “position statement” to all faculty to “clarify, reinforce and officially declare the position of the Chapter . . . regarding non-negotiated issues extending beyond the scope of the current Memorandum of Agreement . . . members are bound only to the agreed to interests of the originally signed document . . .” This was an important statement in that it rejected any “de facto” presumption of a “management rights” clause.

In February, the **national AAUP** advised every state Chapter of the **Reagan Administration** proposal to cut \$ 1,000,000,000 in educational appropriations from the 1982-83 federal budgets. **Donald Hoyt**, (community) mental health professor and chair of the **JFSC**, surveyed faculty leaders on ideas for budget restraint. **Professor Hoyt** eventually wrote “A Position Paper” on Professional Improvement Leave and suggested a “one year hold” on PILs as one possible budget restraint solution. This surprising suggestion was not well received by the faculty.

The **Executive Committee** mailed to the membership a “Description of the Bargaining Policy Committee” per Article VII, Section I, of the **CCC/AAUP Constitution**. The **BPC** shall have “the power to generate collective bargaining proposals . . . act as authorized by the active membership and with advice of legal counsel . . . have the authority to appoint special committees . . . for detailed research, analysis and recommendations . . . shall consist of twenty (20) active members . . . four (4) appointed by the **E.C.** and sixteen (16) elected by the active membership . . . proportional to the **AAUP** members by campus . . .”

The February/March issue of the Chapter newsletter, **The Advocate**, announced the favorable “Counselors’ Summer Grievance” decision, which had been on going since 1981, had been resolved prior to a binding arbitration hearing.

In April, **Bettie J. Baker**, history/political science professor, was elected Chapter president with her term to commence July 1. Outgoing **President Tsolainos** shared a memorandum from **Dr. Ellison** with incoming President **Bettie Baker** expressing **Nolen Ellison’s** desire to continue the recent development of

acceptable professional lines of communication between the faculty and the administration.

In June, the AAUP Chapter was **incorporated** as a tax-exempt nonprofit organization.

The **College** adopted the “revised guidelines for allocating summer pro-rata EQUs to full-time faculty” (Policy #20 150 02), which was previously reviewed by a Joint Faculty-Administrative Committee as provided in the Memorandum of Agreement. This policy, in roughly the same language with some modifications over time, appears in the current MOA. But, **President Ellison** contended in a memorandum that the previous summer EQUs could not be used because of special consideration given to non-instructional faculty. Subsequent faculty input from the **Joint Faculty-Administrative Summer School Committee** to Dr. Ellison was ignored.

Edward Kosiewicz, former Chapter president, was elected president of the Ohio Chapter of AAUP, the second CCC faculty member to hold this prestigious position. **Bettie Baker** was the first.

In a surprise move the administration unilaterally limited the **Professional Improvements Leaves** to Plan A. (Plan A was a three-quarter absence at 50 percent annual salary.)

The **Executive Committee** passed a resolution to endorse the “union” efforts of the College’s support staff at CCC to engage in collective bargaining.

The AAUP and the **Joint Faculty Senate Council** jointly published a “**Statement of Mutual Interdependence**” for “the personal and professional well-being of the faculty” co-authored by **John Tsolaínos**, outgoing Chapter president, and **Donald Hoyt**, JFSC chair. (See Attachment D-4 entitled **JFSC - AAUP Statement of Mutual Interdependence**.)

The **Workload Subcommittee of the Bargaining Policy Committee**, chaired by **Donna Caretti**, nursing professor, surveyed all bargaining unit members with a “workload questionnaire” in preparation for the next round of negotiations. **Professor Caretti** played an important role on a number of bargaining teams, including the highly successful teams of the 1990s.

Incoming Chapter president, **Bettie Baker**, stressed the need for faculty to act together as a “union” and emphasized a mood of “no contract – no work” would be promulgated throughout the last year of the current MOA.

In July, **President Baker** requested pro-rata **EQU** increases for Chapter leadership including five (5) pro-rata **EQU**s for the summer session, and an increase from 24 to 42 **EQU**s for the forthcoming 1982-83 academic year, stating, “The present 24 **EQU**s is grossly insufficient, particularly as workload increases.” The request was denied by the administration through **David Kinzel**, vice president for human resources.

On the 26th, **President Baker** prepared to file a “formal class action” grievance regarding the 1982 summer school pro-rata calculation as a violation of Article XXI of the MOA.

In August, **President Baker** prepared to file a “formal class action” grievance regarding the **PIL** limitation to Plan A only as a violation of Articles XI, XXIII, and XXX of the MOA.

In October, the **Executive Committee** decided to take the **PIL** issue to binding arbitration.

In November, **Steve Finner** of the national **AAUP** advised past President **John Tsolainos** on the “tenure issue” including a reference to a State of Ohio statute named the Ferguson Act. The Act stipulated that the institution must show “just cause” via due process to remove tenure once granted. **Professor Tsolainos** accordingly notified Chapter President **Bettie Baker**.

In December, the **College-wide Rights and Responsibilities Committee** circulated a draft policy on the surprising issue of removal of tenure for any faculty serving in the College administration. The **Executive Committee** responded with the adoption of the following motion: "Tenure is a vested right of the individual and once granted by the Board of Trustees cannot be removed except after careful Board of Trustees review, showing just cause and assuring due process, and only for reasons stated in Board policy and Ohio State law at the time of granting the individual tenure." Additionally, **Jordan E. Kurland**, associate general secretary of the national AAUP, sent a letter to College president, **Nolen M. Ellison**, and the Chair of the Board of Trustees, **Gilbert Singerman**, on this important matter.

Turbulence and Storms

1983 – 1997

Preface

As we entered the third era of Chapter leadership, the **cold wind of confrontation** grew into periods of severe turbulence and icy storms. These long and complex confrontational years, from 1983 to 1997, were filled with many notable people and important events.

Contentious, hostile, and sometimes profane collective bargaining occurred between the faculty and the administration in 1983, 1986, 1989, 1992, 1995, and 1997 (the semester conversion). The Chapter presidency rotated from **Bettie Baker** to **Patrick Masterson** to **Vernon Burger** to **Alan Vogel**, then **John Ferrara** and back to **Patrick Masterson**. Professors **Ronald Weiner**, in the Chapter's third and his final MOA negotiations in 1983, and **Carol Jones** in 1986 and in three additional difficult negotiations in the 1990s, distinguished themselves as able, candid and selfless chief negotiators. The Chapter **employed the fact-finding** process to break **the impasse of negotiations** in some of these years.

The CCC/AAUP faculty took their **first “job action”** in 1984 after many months of unresolved negotiations. The singular event marked the only work stoppage by the faculty in the history of the College. President **Bettie Baker** and chief negotiator **Ronald Weiner** exemplified tough and determined leadership during these times with the support of the Executive Committee and the Chapter membership.

A bright spot occurred on April 1, 1984, when Democratic Governor **Richard Celeste** signed Ohio's new **Public Employees Collective Bargaining Bill** and announced the creation of the **State Employment Relations Board (SERB)**. This bill **eventually protected non-instructional faculty** from being removed from the collective bargaining unit, as they were “**deemed certified**” members of the Chapter

according to SERB statutes. The bill also laid the groundwork for important fact-finding hearings.

The **Chapter presidents** vigorously defended the membership while fighting almost constantly with the administration and, at the same time, managing a difficult and strenuous conflict within the Chapter between competing affiliation groups from the American Association of University Professors and the American Federation of Teachers. Some AFT faculty backers attempted to change the national affiliation of the Chapter from AAUP, primarily as a result of **dissatisfaction** with the contentious and difficult process of collective bargaining and an apparent lack of support from the national AAUP.

The presidency of **Vernon Burger** was notable in several respects. It distinguished itself with aggressive contract monitoring, tolerating profanity in some collective bargaining sessions from the administration's legal counsel, writing extensive communiqués in defense of faculty and the MOA, and achieving significant economic improvements in the MOA.

President Burger, known for firm resolution and speaking his mind, left "no feather unruffled" in his day-to-day dealings with the administration and his colleagues. One memorable event occurred when the College President **Dr. Nolen M. Ellison** "unplugs the microphone" of **President Burger** during an orientation for new faculty. Dr. Ellison angrily objected to forthright comments from Dr. Burger to the new CCC faculty.

Dr. Ellison was eventually removed from the presidency of CCC for slugging **Owen Heggs**, chair of the Board of Trustees, during a Trustees meeting and within months replaced with **Dr. Jerry Sue Owens** in 1991.

The **presidency of Alan Vogel**, a soft spoken and affable leader, was remembered for a heated and controversial internal affiliation conflict between the AFT supporters and the AAUP Chapter. The troubling issue led to the resignation of **President Vogel** and the eventual split decision by the Executive Committee to remain with the AAUP.

In the memorable and historic 1995 negotiations, the **administration** proposed the **elimination of tenure for faculty in stormy negotiations and a subsequent fact-finding hearing**. An unpleasant conflict escalated between the AAUP and the administration. College President **Jerry Sue Owens/Thornton** attempted to unilaterally switch the academic calendar from quarters to semesters without the support of students or faculty. These cumulative battles between the administration and the faculty, which began under **President Ellison**, eventually led to an overwhelming non-binding **“no confidence” vote** by the faculty against **Jerry Sue Thornton** conducted by the Joint Faculty Senate Council under Chairperson **Donna Van Raaphorst**, history professor. The “no confidence vote” was strongly supported in words and actions by the **CCC/AAUP** leadership.

The 1997 negotiations on the **semester conversion**, after the College re-opened the “question of conversion” as granted by a fact-finder in 1995, resulted in an unfavorable fact-finder hearing for students and faculty, and the College was granted the right to switch the academic calendar from quarters to semesters. The subsequent troubling negotiations on a **neutral conversion** of all contractual issues related to wages, hours, terms and conditions of employment was eventually resolved when **Dr. Jerry Sue Thornton** joined the negotiations for the first and only time and offered an olive branch of peaceful negotiations resulting in an agreeable set of compromise proposals with many benefits for faculty. The era of turbulence and storms slowly gave way to a clearing sky of mutual respect and a gradual cessation of needless hostilities between faculty and administration for the first time in many years.

The **themes of confrontation and compromise** were prominent on many levels within and outside the Chapter. But, as in previous years, the **theme of timely leadership** emerged and provided proper direction to the Chapter.

Chapter Presidents **Baker, Burger, Vogel, Ferrara, and Masterson** moved the Chapter through troubling and difficult storms.

This long and difficult era included **many notable events**. The Chapter became the first “Agency Shop” in higher education in Ohio (an agency shop is a workplace where even if workers do not join the union, they still pay the equivalent of dues each month for contract negotiations, contract administration, and grievance processing); the Health Care Cost Containment Committee was created; the Chapter changed its legal counsel after the workload issue defeat in binding arbitration; the affiliation battle between the AAUP and the AFT raged over several years; the Constitution and By-Laws slowly evolved; the Chapter conducted its first of several “outside” audits of the College’s financial records in preparation for negotiations; the College substantially and methodically reduced dollars for instruction while administrative/staff costs exploded; the faculty position of campus nurses evaporated in the Student Services Division; the Budget Advisory Committee under Professor Morad Ghodooshim played a prominent role in challenging the College financial planning; the practice of administrator’s keeping private faculty personnel files was uncovered and later purged through the action of Chapter leadership under President Masterson; the hiring and use of program managers and preceptors eroded dozens of faculty positions; the College presidency changed for the third time; the national AAUP provided helpful and important training for collective bargaining; the JFSC with AAUP assistance conducted a College-wide faculty vote of “no confidence” in President Jerry Sue Thornton, and much more.

Carol Jones, business professor, re-emerged as the **chief negotiator** for collective bargaining in 1992, 1995, and 1998, as **selected by Patrick Masterson** and approved by the Executive Committee. She served as chief negotiator in 1986. **Professor Jones** was repeatedly tested by the administration and three different law firms and she was equal to the challenge demonstrating calmness, thoroughness and firm professionalism. She and Professor **Ronald Weiner**, chief negotiator in 1978 and 1983, rank as the most important contract negotiators in Chapter history. Each served their colleagues in a manner to be admired and emulated.

In the 90s, **Chapter President Masterson** and **Professor Jones** were **joined at the table** for the negotiations in 1992, 1995, 1997 (semester conversion), and 1998 by **Robert Grau**, business professor, **Barbara Hardiman**, mathematics professor, **Donna Caretti**, nursing professor, **Jacquelyn Jefferson**, counseling professor, and

John Rose, counseling professor. This negotiating team was eventually dubbed the “Magnificent Seven” as they **successfully** faced three different law firms representing the College and dozens of different administrators. **Morad Ghodooshim**, counseling professor, also periodically participated “at the table” on issues related to health care. For the first time in negotiations, the Chapter was able to return an increasingly experienced negotiating team again and again in its entirety, while the administration and its outside legal counsel changed regularly.

A major change in strategy also occurred in 1992 under the leadership of President **Patrick Masterson** and **Carol Jones**. The faculty negotiating team engaged the administration in collective bargaining **without legal representation** at the table for the first time. This change in strategy was based on the concept that faculty are best suited to speak directly for themselves “at the table” on issues of wages, hours, terms and conditions of employment. The **national AAUP**, after winning its fight with the AFT for representation, provided an exceptional weeklong training session for the negotiating team under the direction of **Jeffrey Halpren**, anthropology professor from Rider College and chair of the AAUP Collective Bargaining Congress. This training laid the foundation for the highly successful MOAs of the 90s, and it eventually changed the administrative attitude toward the faculty from disdainful confrontation to respectful collaboration. **Professor Halpren’s** sage advice and **comprehensive approach to collective bargaining** was “always be prepared,” or *semper paratus*, and it included: a complete understanding of the preparation and analysis of philosophical versus practical aspects of proposals, a clear perspective on the difference between strategy and tactics at the table (table craft), an emphasis on the importance of a financial analysis of the College’s resources, the packaging or separation of economic versus non-economic issues, and the importance of communication with and support by the membership.

Patrick Masterson, after having served as Chapter president in the mid-1980s, returned as president with quiet resolution in the early 90s and led the Chapter until June of 2006. Professor **Masterson served more years as Chapter president than any other faculty member**. His calm, professional, and relentless approach was best exemplified by his beloved United States Marine motto, *semper fidelis*, **always**

faithful, to the common good. His unique leadership eventually moved the CCC/AAUP into the years of the "Clearing Sky" in the late 90s.

1983

In January, Jerome **McKeever**, English professor and chair of the English Counterparts Council, wrote Chapter **President Baker** and expressed the frustration of the English faculty on the slow pace of remedying "the 1:25 to 1 English composition course workload issue."

In February, **Robert Duvín**, College legal counsel, reminded **Bernard Berkman**, AAUP legal counsel, of the administration's rejection of the Chapter's proposed settlement on Professional Improvement Leave and mentioned that "Plan C (which was not contained in the MOA) . . . will not be recommended to the Board of Trustees" as stated in a memorandum from **David Kinzel**, vice president for human resources. (Ouch!! Mr. Duvín please meet Mr. Kinzel; Mr. Kinzel, say hello to Mr. Duvín.)

In March, the Chapter membership received notification on the selection of faculty for the forthcoming negotiations including **Professors Donna Caretti**, nursing, **Oscar Crawford**, English, **Gary Klein**, biology, **John Perry**, sociology, **John Tsolainos**, counseling, **Ronald Weiner**, history, and **Raber Wharton**, early childhood education. Shortly thereafter, **Jacquelyn Jefferson** and **Peter Ross**, counseling professors, replaced Professors Wharton and Tsolainos, respectively. **Bernard Berkman** acted as legal counsel and **Ronald Weiner** was designated as chief negotiator. **Kenneth Killen**, marketing professor, served as an ex-officio member.

In April, the Chapter's **Bargaining Bulletin** stated, "Our contract negotiations begin at a time when the CLIMATE for a favorable settlement is not good." This forecast was accurate. (See **Attachment E-5** entitled **1983 Collective Bargaining Issues**.)

Robert Duvín, the College's lawyer, advised **Ronald Weiner** that "the missing materials (from the administration) . . . were not missing because of negligence or sloth. I hate to be the one to shatter your sense of innocence . . . CCC has made a conscious decision not to provide the missing materials . . ."

In May, **Ronald Weiner**, on behalf of the negotiating team, mailed the "CCC/AAUP demands" to **Robert Duvín**, the College's lawyer. It contained twenty notable items, some non-economic proposals, and numerous minor items. Professor Weiner stated, "When the college produces the data required by CCC/AAUP, an economics package will be supplied." (See Attachment E-5 as noted.)

Grace Brown, vice president for educational planning and development and a former nursing faculty member, submitted her response to the "Recommendations of the Joint Committee on Summer Session Staffing." The administration accepted the recommendations from the Joint Committee and incorporated them into the College Procedure 20 150 021, Revision 6.

In July, **Craig M. Brown** of the Duvín firm, who came to play an interesting role in future negotiations, wrote to **Ronald Weiner**. He stated, "After careful consideration, CCC has concluded that the AAUP's latest proposal . . . is completely unrealistic and totally out of touch . . . There is no basis for further negotiations at this time and, thus, negotiations are suspended . . ." Professor Weiner notified the negotiating team that "the administration is, apparently, having trouble dealing with our latest vague yet revolutionary proposals."

In August, **Craig Brown** responded to the latest proposals from the CCC/AAUP in a three-page letter with a bevy of memorable quotes including, "Your August 5 proposal is so unrealistic and irrational the College has come to question the capacity of the Union to act responsibly . . . the issue of direct instructional workload was settled through final and binding arbitration . . . the August 5 proposal shows a blatant disregard for five years of honorable collective bargaining . . . it is difficult for us to consider seriously a collective bargaining relationship with the AAUP . . . your absurd economic and also your non-economic demands . . . there is no

basis for further negotiations at this time and these negotiations are suspended . . .”
Mr. Brown assumed the role of high school assistant principal admonishing the faculty as though we were mischievous and difficult students.

AAUP legal counsel **Bernard Berkman** responded to **Mr. Brown** on behalf of the Chapter by writing, “**Dr. Ronald Weiner** has turned over a letter to me . . . purporting to be on your letterhead and signed by you . . . Its content suggests that someone intent upon subverting our collective bargaining and destroying your reputation as a careful, sensitive, professional negotiator, has obtained copies of your letterhead, written a vituperative, hysterical, demeaning, insulting, self-defeating letter, signed your name to it . . . the AAUP proposals reflect a good deal of thought and research . . . the appropriate response is to reject them (the proposals) and counter propose . . . our differences in approach are apparent . . . I am confident that people of good will can come together . . . accordingly, I suggest . . . that we set another meeting.”

Democratic Governor **Richard Celeste** signed Ohio’s new **Public Employees Collective Bargaining Bill** (O.R.C. 4117.01-.23) into law effective April 1, 1984. The State also announced the creation of a three-member **State Employment Relations Board (SERB)**. It could not have come at a better time!

Subsequently, **Paul Lefkowitz**, another outside legal counsel for the Chapter, provided a summary of “**The Major Impact of the Ohio Collective Bargaining Law on AAUP/CCC Negotiations.**” (See Attachment F-6.) **Robert Duvin** provided a similar summary for the College’s administrative team in which he stated, “We are prepared to help you live with it and to go through what we believe are going to be very difficult transitional times adjusting to the legal and practical requirements of the Ohio Public Employer Collective Bargaining Act.”

The **Executive Committee** passed a unanimous motion regarding legal expenses in individual grievances. It stated, “Faculty involved in grievances and seeking financial support from AAUP must utilize legal counsel approved in advance by the Executive Committee.”

In September, **Bargaining Bulletin # 8** stressed that “after two and one half months of stalling, the College representatives, lead by **Craig Brown** of the Duvin firm, met AAUP at the table on the 19th and 22nd. The two meetings did not foster any hope of an early settlement . . .” **Mr. Brown** stated that the Chapter’s demands threatened management rights, and the College will accept no less than 45 EQUs.

In October, the Chapter negotiators and the administrative team met separately with **Mr. George Buckingham**, a federal mediator, at the request of the Chapter. Each side presented its view on the major unresolved issues in negotiations.

In November, the AAUP Chapter moved into a **new office** on Schaaf Road. Professors **Emily Miklis**, accounting, and **Carol Jones** jointly composed an updated job description for the next AAUP Chapter office secretary.

On the 17th, **President Baker** updated the faculty on the slow pace of the negotiations and the issues under contention.

A **membership meeting** was held and **President Bettie Baker** announced that no job action would be taken pending the outcome of mediation. She stated, “Though no strike is imminent, faculty should plan for the possibility . . .” Little or no progress continued at the bargaining table.

In December the administration presented the CCC/AAUP with its chilly response to earlier faculty demands.

1984

On January 13, **Ronald Weiner**, history professor and chair of the AAUP negotiating team, mailed a four-page letter to **George Buckingham** of the Federal Mediation and Conciliation Service stating the College response to our proposals “. . . has crested our anger . . . we have ignored irrational and unprofessional attacks . . . we have conducted ourselves with restraint . . . the ultimate irony is that for all the

snideness, smugness, and insults our negotiating team have endured at every turn, neither Mr. **Craig Brown** nor the members of his team seem to have any power to make decisions.”

On the 17th, **President Baker** mailed **Bargaining Bulletin #10** to the membership. She stated, “In April, 1983 your negotiating team met with the college team to begin . . . we came armed with proposals . . . we expected that we would make trade offs . . . that is what collective bargaining is all about . . . unfortunately, we have not had the chance to engage . . . more than a year of preparation for the frustrations of the last nine months . . . in October, after six months of non-talks, we went to mediation . . . on December 12 the college responded to our November 9 demands . . . over the term of the latest contract, our productivity has increased 25%, the cost of living has risen 12.7 % . . . on January 18, the **CCC/AAUP** will put the College on notice that we want good faith bargaining, or we will take other action . . . we may be calling on you soon for your additional support . . .” (See **Attachment G-7** entitled **Nine Months of Nothing.**)

On the 19th, **Ronald Weiner**, the chair of the **CCC/AAUP** negotiating team, mailed a four-page letter to **Robert Duvin** stating that we “. . . find little evidence of progress in these negotiations since June . . . ignoring irrational and unprofessional attacks which have emanated from your office, we have conducted ourselves with restraint, based on our own professional integrity . . . in the nine months that negotiations have continued, we have received three sets of counter-proposals to our five submissions of proposals . . . the only areas of “movement” are slight . . . the **AAUP** is expected to take a leap of faith over the canyons of College bad faith . . . we assume that the College’s refusal to seriously examine our proposals and our data results from their strong desire to assert management rights . . . after nine months of unproductive bargaining, we want closure on the negotiations process, although not at the price of selling out our members . . . we have known from the start that you intended to wage a war of attrition . . . we remain strong and flexible . . . we believe that we have acted in good faith all along . . . we remain willing to negotiate round the clock if necessary . . . but the sham must end at once . . . should the College not begin good faith bargaining, in a timely manner, we will elect to take other appropriate action . . .”

On Monday, January 30, the CCC/AAUP collective bargaining membership took a faculty “job action” against the administration, for the first and only time in the history of the College, with over 80 percent (274 full-time) of the faculty responding with a “sick day.”

The College-wide “sick day” sent a message that the membership was literally “sick of the course of bargaining.” It was reported that Mr. Duvín telephoned Mr. Berkman stating, “. . . that the administration was angered by the union’s irresponsible act . . . that we had lost any friends we had in the administration . . . those faculty absent on the 30th would be docked a day’s pay . . . and any repetition of such an action would result in immediate firings under the Ferguson Act.” The job action would soon be considered illegal under the soon-to-be-enacted Ohio Collective Bargaining Law and State Employment Relations Board statute that April.

Mr. Berkman acknowledged to Mr. Duvín that the administration did request to meet again with the faculty since December 12 to continue collective bargaining. Unfortunately, Mr. Berkman never notified the Chapter president or the Executive Committee of Mr. Duvín’s request! Berkman’s failure to notify the Executive Committee was stunning news to the Chapter president, the Executive Committee, and the negotiating team.

On February 1, the CCC/AAUP distributed a two-page letter to “All CCC Students” with a detailed explanation of the reasons for the January 30 job action outlined in a questions-and-answer format.

The College responded to the faculty “job action” with **two letters**. The **first letter** admonished faculty to return to their professional duties; the **second letter** informed faculty that they will be docked for missing a day of work. The “illegal” action would result in the loss of a day’s pay. The Chapter planned a formal response, but only after a planned mediation session to revive the dormant talks. On February 3, every “job action” faculty received a second letter from David Kinzel that said, “Faculty will not be paid for the day . . .”

On the 6th, College **President Ellison** submitted a four-page document to the CCC Forum of the College-wide Governance System on the “**Work Action or Strike by the CCC/AAUP Chapter.**” The Chapter responded with a five-page document “. . . welcoming the opportunity to respond . . .” and taking exception to the inclusion of the JFSC in any criticism by the Board of Trustees. The five-page response noted the “job action” was a CCC/AAUP Chapter action only.

The Chapter conducted a **nationwide survey** of community colleges on workload issues.

On the 15th, **President Baker** informed the membership that “negotiations resumed in an atmosphere of calmness, attentiveness and deliberation” in the presence of a federal mediator. **Robert Duvin** acknowledged that the CCC/AAUP team was well prepared. The **federal mediator** asked CCC/AAUP “to rework part of the demands to correspond with the College offer.” **Bargaining Bulletin #11** suggested that a “set of CCC counterproposals show substantive progress.”

On the 16th, on behalf of the **Executive Committee**, **Patrick Masterson** wrote to the **Board of Trustees**, on the “AAUP Response to Collective Bargaining and Faculty Responsibilities.” **Professor Masterson** noted, “The climate that precipitated the recent action after ten months of turbulent negotiations was not solely generated by the AAUP . . . It is perhaps all too apparent that the action by the AAUP is but a symptom of a more serious malady affecting the college, i.e., morale . . . We did not strike even though we had strike authorization . . . the connotation of a “strike” implies a failure of the collective bargaining process. The AAUP has not wavered from our commitment to collective bargaining. Instead, we reached a point where our self-respect demanded that we seek an end to a debilitating process . . .”

On April 1, the Democratic Governor of Ohio, **Richard Celeste**, signed into law the new **Public Employees Collective Bargaining Bill (O.R.C. 4117.01)** including **SERB**, the State Employment Relations Board. The new law governed:

- **Mandatory topics of bargaining** such as wages, hours, and terms and other conditions of employment including existing provisions of a collective bargaining agreement (MOA);
- **Prohibited topics of bargaining** including certain civil service procedures;
- **Permissive topics of bargaining** including management rights and enforcement mechanisms; and
- **Management rights are limited** as affecting wages, hours, terms and conditions of employment, and existing provisions of a collective bargaining agreement.

The **CCC/AAUP Chapter** in the forthcoming years would frequently utilize these “enforcement mechanisms” such as the unfair labor practice charges, the fact-finding proceedings, and conciliation in **ORC 4117.01**.

On April 3, **Robert Duvín** sent the administration’s **proposed MOA settlement** to **Bernard Berkman** with the special offering of a “full day’s pay to be offered as a paid sick day . . . as a personal gesture of good will” regarding the January 30 job action.

On the 4th, **Ronald Weiner** advised the membership that a **tentative MOA contract** had been reached. After nearly a year at the bargaining table, the proposed contract was “hammered out in a difficult bargaining climate.” **President Baker** advised the membership of the tentative MOA and noted the untiring service of the faculty serving nobly on the negotiation team: Professors **Ron Weiner, John Perry, Raber Wharton, Donna Caretti, Gary Klein, Pete Ross, Oscar Crawford, Jacquelyn Jefferson, and Ken Killen**.

On the 16th, the **proposed MOA settlement was ratified** with 83.4 percent of the membership casting ballots. **The third MOA settlement included:** no change in workload – it remained at 45 EQUs; a 300 EQU Pool for Reassigned Time was created; a lecture/laboratory ratio of .8:1 was established effective fall, 1984; English 101 and 102 would receive 1.1:1 in 1984 and 1.2:1 in 1985; a three-day final exam week was created; a wage increase of 4 percent, 4 percent, and 5 percent over the three years of the MOA was granted; repayment of “docked” faculty for January 30 sick day was granted; participation began in the **STRSE** Early

Retirement in 1985-86 followed by a reevaluation process; sick-day accumulation was increased to 120 days with 15 new days each year to be used first without reducing the 120-day total; STRS “pick-up would occur on employee contributions” from pre-tax dollars; all health care increases would be covered for 1984, but employees would pay 50 percent of premium increase in 1985; a Health Care committee was created; Professional Improvement Leave (PIL) would have plans A (3 quarters), B (2 quarters), and C (one quarter) with 50 percent, 67 percent, and 83 percent payment, respectively; 5 percent of faculty would be eligible for PIL; an Agency Shop designation was created under Union Rights; 45 released-time EQUs were provided for Chapter officers; a three-year duration remained for the MOA; the College would notify faculty of any and all student grade changes for whatever reason; the administration would study the possible conversion from quarters to semesters under a special Academic Affairs Committee; and the Chapter would conform to Ohio Collective Bargaining Law in strike provisions. The highest pay step (H-14) in the third year was \$40,873.

On the 26th, President **Bettie Baker** addressed the **Board of Trustees** stating, “The AAUP leadership and membership have included a galaxy of faculty dedicated to academic excellence and the mission of CCC . . . the past is past, including difficult negotiations and the ‘winter of our discontent’ . . . Spring is here, continuity is here, and our (CCCs) third decade is beginning . . . let us hope that we will work together . . . to pursue our collective responsibility for the education of each and every student that enters our doors . . . thank you.” The Board of Trustees approved the third MOA.

In May, **Patrick Masterson**, speech professor, was elected to serve as the new Chapter president effective July 1.

On the 1st, **President Baker** notified all faculty that the third MOA language for PIL successfully concluded the 1983 grievance filed on behalf of a number faculty previously denied PIL on the basis of the type of Plan sought, regardless of the merits of the faculty proposal. Newly created Plans B & C could be requested and seven PIL application steps were described in detail for faculty review.

On the 21st, outgoing **President Baker** advised all faculty that the third MOA made the Chapter an **Agency Shop** whereby deductions of a “fair share” amount would occur per a provision of the Ohio law. Non-union faculty were encouraged to join the Chapter. The Chapter became the first higher education Agency Shop in Ohio.

In June, the first meeting of the new **Health Care Cost Containment Committee** as created in the MOA was scheduled. **John Ferrara**, biology professor, **Alfred Penko**, engineering professor, and **Raymond Mirtich**, biology professor, represented the Chapter.

In July, **President Masterson** wrote to **Bernard Berkman**, Chapter legal counsel, regarding a lack of important information not recently provided to the Chapter in **three important areas**: the Agency Shop provision, the troublesome Nystrom case (Richard Nystrom was denied tenure), and a nursing faculty grievance. **Professor Masterson** requested, “Would you please confirm and advise us as to where these items are in the review process?”

In August, **Ann Franke**, the national AAUP legal counsel, visited the Executive Committee to provide advice in four areas including improving indirect workload, selecting an alternative Chapter legal representative, understanding the Agency Shop provision, and clarifying the pending case of Professor Nystrom, who had been denied tenure.

On September 4, **President Masterson** wrote soon-to-be-terminated Chapter legal counsel **Bernard Berkman** about the **Executive Committee** concerns on the still-unresolved Nystrom Case, its unknown cost in dollars, and the Chapter’s immediate need for discussion and consultation with **Ann Franke** of the national AAUP. Also, **Professor Masterson** notified **Mr. Berkman** on the commencement of interviews with other law firms to conduct Chapter work.

On the 7th, **Ann Franke** submitted a written summary of her presentation, comments, and suggestions to the Executive Committee from her August 31 visit. In one of the four areas covered in her summary, she noted that while teaching workload

increased from 36 to 45 EQUs, as a result of the unfavorable workload arbitration ruling, the corresponding promise of a commensurate indirect workload decrease did not occur. Dr. Franke offered several options to resolve this dilemma.

The Executive Committee interviewed four law firms, then selected Climaco, Seminatore, Lefkowitz & Kaplan Co., LPA, as Chapter legal counsel in place of the Berkman, Gordon, Murray, and Palda law firm.

On the 10th, President Masterson notified legal counsel Bernard Berkman that the Executive Committee had “selected the law firm of John Climaco to assume full responsibility for our Chapter’s legal representative.”

A number of faculty responded negatively to this decision to switch legal representatives from the Berkman to the Climaco firm, and a general meeting of the membership was called for November 19 to discuss the reasons for the change and allow faculty to vote on the decision. Raber Wharton, who served on the last negotiating team, led the floor motion to overturn the decision to switch Chapter legal representation. This motion was allowable under a provision in the Chapter By-Laws that permitted the membership to vote to overrule an action taken by the Executive Committee.

In October, President Masterson wrote to Grace Brown, executive vice president, and objected to the September Board of Trustees action, which deleted five Professional Improvement Leaves from the June 1984, total of twelve awards. Professor Masterson suggested several steps to remedy this PIL injustice.

In November, the latest Chapter newsletter was mailed to all bargaining unit members.

On the 19th, the Chapter membership met “. . . to review and then to vote to uphold or negate the decision by the Executive Committee to hire Paul Lefkowitz and John Climaco . . . to provide legal representation for the CCC/AAUP Chapter.” The motion to overturn the change in law firms failed and the Climaco firm was retained.

The national AAUP sent Steve Finner to visit the Executive Committee to discuss training sessions for future Chapter grievances and negotiations.

The Chapter filed a federal lawsuit on behalf of Richard Nystrom, biology professor, who was denied tenure, the first time this action had occurred in the history of the College. Judge Lambros was scheduled to hear the Nystrom Case. The lawsuit was eventually settled by the Chapter when President Masterson reached an out-of-court settlement for Professor Nystrom with College President Nolen M. Ellison. Professor Nystrom accepted the settlement without tenure and signed a release "holding CCC harmless." He had served as a College administrator before his transfer to a faculty position and subsequent unilateral termination.

In December, President Masterson wrote to Grace Brown, executive vice president, regarding the correct historical interpretation of the "... governance crisis that was declared on October 17, 1983." Professor Masterson admonished Dr. Brown for her October 24 memorandum when she "misstates the situation, and has mislaid the blame for the absence of faculty participation ... Dr. Donald Plagens, office administration professor, the chairman of JFSC, has provided you an exceptionally well-written memo on December 3rd that frames this issue most clearly from a number of important perspectives, most notably the arbitrator's award from Jonas Katz and its opinion/directive ... the noncompliance by the administration to the arbitration award is clear and undeniable ... what is needed is action to thoroughly overhaul the governance system ... nothing in Board Policy (20-060-020) on faculty workload prevents the administration from including governance in a faculty member's direct assignment ... the faculty and administration are at a fork in the road on this issue ... the AAUP looks forward to your reply ..."

1985

In January, the **Executive Committee** announced that each campus Chapter vice president would assume the role of campus MOA grievance officer for any collective bargaining unit member in need of such services. This practice still stands.

On the 25th, **President Masterson** met with the College president, **Dr. Nolen Ellison**, and his executive officers, **Grace Brown** and **Joseph Nolan** (both former faculty) and the Chapter's new legal counsel, **Paul Lefkowitz** from the Climaco firm, to discuss the unresolved indirect workload issue.

In February, **President Masterson** wrote the membership on a long-awaited agreement with the administration on the "Direct/Indirect Workload Issue." **Professor Masterson** stated, "The agreement reached provides the faculty with a favorable position from which to participate in collegial governance . . . that such participation be viewed/counted as work . . . effective Spring, 1985 . . . for the faculty to resume their ever so important role in leadership and service through participatory governance . . . your participation is essential . . . 32 released time EQUs (will be provided) for five governance committees." The memorandum included tables with clearly defined faculty roles and participation levels.

In March, the **CCC/AAUP Chapter membership** reached 308 faculty members.

The **Bargaining Policy Committee**, in preparation for the fourth MOA negotiation, created five sub-committees to analyze faculty concerns and issues: fringe benefits, salary and working conditions, workload/governance, summer school/extra compensation, and faculty rights.

In April, the **Chapter** announced the successful reinstatement of a faculty member's contract and removal of a termination notice since the administration failed to meet the MOA retrenchment timelines.

In May, the **Executive Committee** announced its appointments of 33 faculty to the **Bargaining Policy Committee** as the first stage of the forthcoming collective bargaining process.

In June, **President Masterson** announced a major change in the revised summer school procedures as determined by the **CCC/AAUP Summer School Committee**.

On the 5th, **President Masterson** received a letter from **Dr. Ronald Weiner**, an important leader in the development of the Chapter, in which **Professor Weiner** stated, “[I am terminating my membership in the **CCC/AAUP** and further I am withdrawing from the payroll deduction scheme . . . I have arrived at this decision after considerable deliberation . . . The issues that compel me to take this step include the manner in which **Mr. Berkman’s** firing was handled, the lies told to the faculty to justify this decision, the treatment of **Professor Wharton** when she rose to challenge the aforementioned, and the **Executive Committee** decision to acknowledge **Mr. Berkman’s** death and contributions to the Chapter with a fifty cent sympathy card . . . During my tenure as an **Executive Committee** member there existed a willful minority of members, petty, mean spirited, vindictive, and resolutely anti-intellectual, who tediously but persistently sought scapegoats for their own shortcomings as leaders and to advance their own standing in Union councils. **Mr. Berkman** was one such scapegoat. The attitudes and behavior of this group have now apparently been elevated to a policy level . . . I am compelled to resign (as a conscientious objector) . . .”

On the 17th, **Paul Lefkowitz**, Chapter legal counsel, wrote to **President Masterson** on the topic of **Professor Weiner’s** letter. **Mr. Lefkowitz** stated, “While he (**Weiner**) can legitimately resign his membership from the Union, he must still continue to pay a ‘fair share fee not greater than the dues paid by the members of the Union.’” He did not meet the **SERB** or **Ohio Code** provisions of a “conscientious objector.”

On the 28th, **President Masterson** wrote to **Professor Weiner** and shared the **Lefkowitz** legal opinion of the 17th. The Chapter continued to collect dues on the “fair share basis.”

In September, **President Masterson** wrote to **Ernst Benjamin**, general secretary of the national AAUP, regarding Chapter dissatisfaction with a lack of services from the national office. **President Masterson** stated, “In effect, we receive too few services . . . for our dues . . . this is a deep concern to our Chapter as we enter a critical negotiations year . . . therefore, our Chapter is requesting an affiliate status with the corresponding reduction in Chapter dues . . .”

In October, **President Masterson** mailed a summary of the “Attitude Survey on Bargaining Items” to the membership in preparation for the next negotiations.

On the 7th, **Norman Kopmeyer** of the national AAUP wrote to **President Masterson** in response to **Masterson’s** letter to **Ernst Benjamin**. Mr. **Kopmeyer** noted, “Both **Steve Finner** and I have given the highest priority to services for our chapters in the agenda of AAUP collective bargaining office. If you have need . . . If you have not resolved . . . should there be a concern . . . I would be happy to talk . . . I understand well your interest in husbanding your funds to provide the maximum for the welfare of the faculty you represent . . . I hope to see you at the December CBC meeting . . .”

On the 18th, **President Masterson** responded to **Norman Kopmeyer** with, “The Executive Committee has decided to continue our affiliation with the AAUP on a ‘trial basis’ for the next several months . . .”

On the 23rd, **President Masterson** received a three-page letter from **Donald W. Pearson**, chairperson of the national AAUP Collective Bargaining Congress, expressing “. . . its strong desire that your chapter remain an active and vigorous participant in the AAUP. The committee, which was unanimous in its opinion . . .”

On the 24th, **Norman Kopmeyer** wrote to **President Masterson** and thanked him for “the Executive Committee’s decision to continue its affiliation for now with the AAUP.”

In December, the **Executive Committee** petitioned the administration for more released time **EQUs** for the **AAUP** president and the chair of the **Bargaining Policy Committee**, **Alan Vogel**, accounting professor.

1986

In January, **President Masterson** recommended to the **Executive Committee** the faculty to serve on the **fourth negotiating team**: Professors **Vern Burger**, chemistry, **Morad Ghodooshim**, counseling, **Carol Jones**, business, **Lois Mack**, medical assisting, **Alan Vogel**, accounting, **Ken Stachowski**, law enforcement, and **Patrick Masterson**, speech. Dr. Masterson withheld their names pending the announcement of the administrative negotiating team. **Carol Jones** served as chief negotiator, and she eventually returned as a highly successful chief negotiator in 1992, 1995, and 1998 as well.

Lawrence Roman, accounting professor and chair of the "**Fringe Benefit Subcommittee**," sent a report to Professor **Alan Vogel**, the chair of the **Bargaining Policy Committee** including nineteen recommendations for the next round of negotiations. It included: expanded eye care, the reduction of the prescription drug card from \$3 to \$1, free and reserved faculty parking, a reciprocal tuition plan with other Ohio colleges, life insurance coverage for family, an "assault" leave for faculty for one year, an increase in sick days to 360, an increase in personal leave days to 10, and a faculty lounge on each campus.

In February, **Alan Vogel** submitted the **Bargaining Policy Subcommittee(s) Initial Proposals**, a comprehensive 15-page document, to the **Executive Committee**.

In March, **Patrick Masterson** was elected to a second two-year term to commence on July 1.

On the 7th, **President Masterson** wrote to bargaining unit members on "**Constitution/By-Laws Revisions**." **Professor Masterson** stated, "At long last the

revisions to our Constitution and By-Laws are complete . . . Our members' comments and suggestions have been incorporated in this last document . . . put aside a few minutes to read and vote on the proposed revisions . . .”

On the 21st, Chapter attorney **Paul Lefkowitz** submitted the “Finalized Collective Bargaining Demands” to the **Executive Committee**. They tentatively included: salary increases of 10 percent and 9 percent; a two-year duration MOA; the elimination of all salary table quotas; an **Equ** enhancement to large-group instruction; a summer compensation formula for non-instructional faculty; full coverage for all health insurance costs; free parking for all members of the bargaining unit; an improvement in sick leave accumulation to 240 days with 2 sick days available per summer session; inclusion of a new statement that only bargaining unit members may “provide instruction”; a 12-point clarification on reassigned time; a reopener clause on the question of conversion to semesters; an increase in **AAUP** re-assigned time to 60 **Equ**s; a 180-day contract including 9 paid holidays; an adjustment to an equation of 1.25 to 1.0 for **English** courses 101, 102, and 103; and continuation of the early retirement incentive.

In April, the latest approved version of the **CCC/AAUP Constitution and By-Laws** was distributed to all bargaining unit members.

On the 12th, the **Chapter negotiators** met with the administration's lawyer, **Robert Duvín**, to begin the fourth MOA contract negotiations. The revised **AAUP** proposals included: salary proposals for pay raises of 6 per cent, 8 per cent and 10 per cent, the removal of all remaining half-steps, an increase in longevity pay, nine paid holidays, 2 or 3 summer sick days, and clarification of non-instructional faculty work days for summer work.

In May, the **CCC/AAUP** received the administration's needlessly aggressive MOA contract proposals from **Mr. Duvín**. They included: the removal of student services nurses from the collective bargaining unit; the elimination of all flexible contract days, all fifteen days to be deemed mandatory days; the elimination of special lecture/lab ratios for **English** faculty; personal leave time limited to three days; the elimination of the summer school pro-rata formula with part-time pay for all sections;

mandatory approval of any outside professional faculty activity beforehand by the administration; assignment of the 180 work days for all non-instructional counseling faculty during the fall, winter, spring, and summer quarters; the elimination of vision care; the elimination of prescription drug coverage; and implementation of comprehensive health care cost-sharing such as co-pay, front-end deductibles, and more.

Contract negotiations occurred on May 12 and 19.

Slow moving and unproductive contract negotiations occurred on June 10, 19, and 30.

Meanwhile, on June 2, **Stephen Finner** of the national AAUP advised the Chapter that a recent U. S. Supreme Court decision, *Chicago Teachers Union v. Hudson*, imposed some new and rather stringent requirements on unions collecting “agency fees,” and the CCC/AAUP needed to be in compliance with these new regulations by the beginning of the next academic year.

In July, **President Masterson** advised the membership the negotiators had met seven times with the administration including two meetings with a federal mediator, **Mr. George Buckingham**, on the 10th and the 21st. **Professor Masterson** stated, “The administration has chosen to be dictatorial.” If progress stalled, a fact-finding hearing was to be scheduled as specified under the recent SERB law with **Mr. Nels Nelson** as the mutually selected fact-finder.

On August 15, the membership received a **Bargaining Bulletin** outlining the Chapter’s “Collective Bargaining Process to be followed as Specified in the Collective Bargaining Law including the Dispute Resolution Procedure.”

On September 2, the certified public accounting firm of **Laventhol & Horwath** mailed to Chapter legal counsel **Paul Lefkowitz** their “Financial Analysis (of the College) for the Fact-Finding Proceeding of the AAUP versus CCC.” Its findings included:

- ❖ CCC had decreased the percentage of direct instructional expenses from the total general fund budget from 29.5 percent in FY 1982-83 to 24.9 percent in FY 1985-86;
- ❖ Personnel wages and benefits were increasing at an annual compound rate much slower than revenues; and
- ❖ CCC professors' average salary . . . and total compensation package...was approximately 3.7 percent less than the average of all Ohio institutions with full-time enrollment (FTE) in excess of 10,000 students.

On the 3rd for the first time in the history of the faculty, a collective bargaining fact-finding hearing was called with **Nels Nelson**. Under Ohio law, the hearing called for an independent third party called a fact-finder, chosen by both sides, to review oral and written arguments of each side and render his/her objective judgment and/or recommendations. Either side could reject the judgment/recommendations with a 3/5 vote of its total membership. The Chapter could engage in a "strike" as long as ten day's advance notice was provided to the administration, if the outcome was rejected by the membership. At the hearing, **Mr. Nelson** surprisingly conducted a mediation of unresolved issues rather than hold a formal fact-finding hearing.

On the 5th, **President Masterson** advised the **Executive Committee** that a tentative MOA contract agreement had been reached after a 10-hour, marathon session on the 3rd. If accepted by the **Executive Committee**, the membership would vote on September 15. The tentative settlement included: a 3-year duration for the MOA; salary increases of 5 percent, 3 percent, and 3 percent; an improvement in large group instruction EQUs; sick leave increase to 150 days with payout at retirement of 1/4th of the total days available; a paid leave of absence for jury duty; the discipline of faculty for "just cause" and the creation of uniform faculty evaluations; an AAUP reassigned time increase by 15 EQUs to a total of 60 EQUs; and the availability of 2 approved sick days for summer. The highest pay step (H-14) in the third year was \$47,807.

But, the **health care cost sharing** remained and faculty continued to pay 50 percent of the hospitalization increase. **Salary table quotas** also remained without reduction or elimination. A major MOA “give-back” stated non-instructional faculty nurses working in the campus student Health Care Office, housed in the student services division on each campus, were eliminated from the bargaining unit. Sadly, this faculty position would soon evaporate from each campus.

The **Executive Committee** met and adopted the proposed contract in a meeting with the negotiators and **Paul Lefkowitz**. A contract ratification meeting for all faculty was held on Monday, the 15th. Eighty-two percent of voting bargaining unit members accepted the fourth MOA.

On September 19, the **Executive Committee** requested a special meeting with **Paul Lefkowitz** to discuss the Chapter’s options for affiliation other than with the AAUP.

The fall quarter began on the 29th and for the first time in the Chapter’s collective bargaining history, the **MOA was in place** before the start of classes.

In October, the **state AAUP office** contacted the Chapter to discuss national AAUP concern of a report on **CCC/AAUP** dissatisfaction with and possible disaffiliation from the national AAUP. One major Chapter concern remained the amount of dues paid to both the national and Ohio AAUP Conference in relation to the limited quantity and quality of services received in return.

In November, the **Executive Committee** hired **Harry Graham**, a local labor expert and graduate school professor with experience as a fact-finder, as an “outside person” to review affiliation options including the NEA, the AFT, the AAUP, etc. **Harry Graham** eventually served as the mutually agreed upon fact-finder in the contentious negotiations in 1995, when the administration sought the elimination of tenure for faculty at Cuyahoga Community College.

The **Chapter newsletter** mentioned 93 percent membership from eligible faculty in the **CCC/AAUP**.

In December, representatives of the NEA attended a special meeting of the Executive Committee to “pitch” the benefits of affiliation with the NEA over the AAUP or other groups. Edward Kosiewicz, past Chapter president, was also in attendance.

1987

In January, representatives of the national AAUP attended a special meeting of the Executive Committee to promote continued affiliation with the AAUP over other groups. Past presidents, Edward Kosiewicz and Bettie Baker, attended too.

On the 14th, Chapter attorney Paul Lefkowitz wrote Ronald Sobel, vice president of the Western Campus, to “express various concerns of the members of the AAUP . . . It is my understanding that on December 19, 1986, you conducted a meeting of the faculty of the Western Campus . . . and during that meeting you disclosed . . . that you keep and maintain an information system on faculty members separate and apart from the ‘personnel files’ identified in Article XXVII of the contract . . . The above referenced provision . . . provides for an ‘official file’ . . . the faculty member not only has access to his or her file but has a right to supplement same . . . The private files which you maintain are, therefore, objectionable to the AAUP for a variety of reasons . . . sources unknown . . . misinformation . . . private personnel file suggests that the information is . . . neither fit, appropriate nor reliable . . . the private file inherently suspect . . . A formal request of the AAUP that the private files . . . be discontinued or that the same be incorporated, in their totality, into the personnel files maintained in accordance with ARTICLE XXVII of the MOA.”

In February, Paul Lefkowitz, Chapter attorney, attended the Executive Committee meeting to explain why the contract was ratified without final language and the forthcoming process to be followed for the final MOA contract.

On the affiliation question, **Paul Lefkowitz** suggested that “if the vote for affiliation or re-affiliation is NOT a case where it is 90 percent to 10 percent or 80 percent to 20 percent, drop the case! Or the easy solution is to become an ‘independent chapter’ without any affiliation with a national organization.” (The Lakeland Community College faculty formed an independent union without any national affiliation.)

Harry Graham reported to the **Executive Committee** his analysis of the affiliation question. **Dr. Graham** stated that the “. . . AAUP is regarded as a milk-toast organization . . . 25 years behind NEA . . . it lacks experience. But, in regards to higher education, both the NEA and the AFT do not have a strong presence in Ohio.” **Dr. Graham** recommended becoming an independent union. He additionally suggested, “. . . affiliating with an organization will not supply additional strength to the local . . . strike funds are not a great amount . . . affiliation will not be able to halt the college replacing striking faculty members . . . switching from one organization to another will not increase the local’s power . . . due process by the unit is critical . . . enforce the contract . . . file winnable grievances in a formal procedure.”

On February 3, **Stephen Finner**, the associate director of collective bargaining for the national AAUP, wrote **President Masterson** to reiterate his offer to provide comprehensive Chapter assistance from contract monitoring to negotiations preparation.

On the 20th, the **Executive Committee** passed this motion: “On the final vote at least 80% of the **EC** must vote for one particular affiliation (particular option) before the issue is taken to the full membership.” The vote tally included 6 yeas, 5 nays, and one abstention. Three other similar or related motions did not pass.

In March, the fourth MOA was signed after extensive proofreading by **Carol Jones**, **Jacquelyn Jefferson**, and **Patrick Masterson**. It was the first MOA contract to be negotiated before classes commenced in September, and it was the first contract signed by all negotiators.

On the 3rd, **Stephen Finner** wrote to **President Masterson**. He stated, “We were glad to hear of the vote of the **Executive Committee** to remain affiliated with the **AAUP**.”

On the 30th, **President Patrick Masterson** wrote a congratulatory message to **Owen G. Heggs** on his appointment to the **CCC Board of Trustees**. **Mr. Heggs** would eventually play a unique role in the College presidency of **Nolen M. Ellison**.

In April, **Paul Lefkowitz** advised the **Executive Committee** that the **CCC/AAUP** newsletter could publish whatever it wanted as long as the Chapter could prove its information to be true. The Chapter leadership was made aware of recent alleged veiled administrative threats to some faculty for comments made in the newsletter.

Additionally, **Paul Lefkowitz** clarified the personnel files grievance stating “personnel files will be reviewed by the College over the summer and any ‘inappropriate’ material will be discarded.” The list of discarded materials was to be made available for **CCC/AAUP** review.

The **Executive Committee** objected to the College’s proposal that “administration can teach one class for one quarter per year and receive tenure” which was a violation of the current **MOA**.

In May, the **AFT** submitted a letter to the **Executive Committee** requesting a possible joint affiliation with the **AAUP** in representing the **CCC** faculty.

On the 20th, **President Masterson** wrote to all faculty on the “Terms of the Settlement” with the administration on the “secret files” grievance.

On the 28th, **President Masterson** wrote the membership about the **SERB** “fair share fee arrangement.” Professor Masterson stated, “As you know, there is currently a fair share fee arrangement in your **MOA**. **SERB**’s fair share fee-payers are entitled to a ‘rebate’ of money under this provision, which represents expenditures for activities not germane to collective bargaining.”

In June, **President Masterson** mailed a letter to **Dr. Nolen M. Ellison** expressing the **Executive Committee** concerns regarding contract non-compliance within sections of the current MOA including governance monitoring and summer school EQUs.

The **Executive Committee** established an attendance requirement for governance committee representatives at 75 percent and stipulated **CCC/AAUP officers** could be removed for misconduct or dereliction of duty.

On the 11th, **President Masterson** wrote **Joseph Nolan**, vice president for human resources, to reiterate the **CCC/AAUP** objection to the proposed tenure policy for administrators. Professor Masterson stated, "The **AAUP**'s position is direct. No person while serving in an administrative position should be able to accrue faculty tenure."

In July, Eastern Campus representative **Vern Burger** reported that Eastern Campus president, **Grace Carolyn Brown**, unilaterally approved PIL requests and Promotion-In-Rank requests without committee approval and ignored the established process. Dr. Brown, a former faculty member and District vice president, plead ignorance of the established procedure and assured **Professor Burger** that it would not happen again.

In August, **President Masterson** wrote **Ralph Tyler**, the chair of the Board of Trustees on the topic of "Faculty Evaluation Policy - AAUP Objections." Professor Masterson stated, "The **AAUP** would like to formally object to the Faculty Evaluation Policy adopted by the Board at its July, 1987 meeting . . . Several key items are significantly different from the committee's recommendations of June 5, 1987 (attached) . . . the committee's recommendations were unanimous . . . the committee recommended that student evaluations be an option among several . . . the committee recommended that the grievance policy described in the current MOA between **CCC** and **AAUP** be used to resolve differences . . . further, the **AAUP** is requesting that the Board not implement the policy on Faculty Evaluation until the **AAUP** objections are formally addressed."

In October, **President Masterson** wrote **Joseph Nolan**, vice president for human resources, and stated, “The AAUP accepts the College’s proposal regarding disposition of the personnel file matter with the following provisions . . . that faculty be granted the same access to the campus ‘working file’ as they do to their official file at the District Office . . . further, that a procedure be established/implemented that would provide faculty with written notification of what is being added to their District file and that all administrators affected by the personnel/working file matter be notified in writing as to the scope and disposition of this issue . . . The AAUP looks forward to the file burning party – please inform us.”

In November, the AFT offered to pay full expenses for “any and all” **Executive Committee** members to attend the AFT national convention in Los Angeles. Several **Executive Committee** members accepted the invitation including **Ernest Mielke**, counseling professor, and **Lois Mack**, medical assisting professor.

On the 6th, **President Masterson** wrote to all faculty establishing the **CCC/AAUP** position to not serve on the forthcoming **North Central Association’s Self-Study Committees**. Professor Masterson stated, “During the Fall Convocation, at the NCA steering committee meeting, the AAUP asked the question, ‘would faculty serving on the NCA Task Forces be granted EQU’s for such work?’” Subsequently, **Curtis Jefferson**, District vice president, “denied the AAUP request for EQU’s although he expressed a willingness to discuss the matter in greater detail.”

At a later meeting, the **Chapter** suggested that eighty-two EQUs in the “Academic Strategies Reserve Pool” could be designated for NCA activities. A formal reply to the **CCC/AAUP** proposal was not received.

On November 23, **President Masterson** wrote **Nolen M. Ellison** and requested a meeting on the topic of faculty evaluation. Professor Masterson stated, “The AAUP thinks that the unanimous recommendation reached by a committee jointly formed by faculty/administration to address the issue are more central to the evaluation process and more clearly in line with the negotiations that generated the

AAUP's initial concern than the revised policy adopted by the Board at its July, 1987, meeting . . . The Board's action ignored the committees' recommendations . . . thus ignoring the AAUP principles of sound academic governance and adequate communication among constituents . . . Members from the Executive Committee, Faculty Evaluation Committee, and I will be pleased to meet with you, members of the administration and/or any Board members who are interested in this matter . . ."

1988

In January, **President Masterson** wrote **William L. Murphy**, the College's in-house legal counsel, regarding the return to faculty status by **David Shriver**, history professor, from the administrative ranks. **Professor Shriver** was unilaterally placed into the "H" category on the salary table without going through the MOA procedures required for this salary placement, while other eligible faculty had waited years for such a placement. A remedy was suggested.

In February, the **Executive Committee** began deliberations on a joint affiliation with the AFT and the AAUP.

Ballots were mailed for the Chapter presidency election listing the candidates as **Vernon Burger**, chemistry professor and **Kenneth Stachowski**, law enforcement professor. **President Masterson** was not seeking re-election.

On the 15th, **Ann Stutz** was hired as the new AAUP Chapter **office secretary**.

In March, the **Executive Committee** considered recommending a vote by the membership on joint representation by the AAUP and the AFT. **President Masterson** conducted extensive telephone and written communications with **Raymond Mackey** of the AFT and **Norman J. Kopmeyer**, director of collective bargaining for the AAUP. The AAUP mentioned that "they have approved several joint-affiliations for its chapters in the past" but there are clear and restrictive stipulations

regarding the AAUP policy, procedures, rights and privileges, and dues. **President Masterson** received a copy of the national AAUP's **Joint Venture Policy**.

Vernon Burger, chemistry professor was elected to the Chapter presidency with his term to commence on July 1.

On the 2nd, outgoing **President Masterson** wrote to **Jay Seaton**, chair of the Board of Trustees, voicing an AAUP objection to the Board's action which ignored a SERB ruling concerning recognition of collective bargaining rights for CCC part-time staff employees.

On the 14th, **President Masterson** wrote **Nolen M. Ellison**, the College president, regarding the failure of his administration to provide accurate information on instructional assignments to the CCC/AAUP since November 1987 including the names of all part-time faculty currently teaching.

In May, **President Masterson** received a memorandum from **Curtis F. Jefferson**, vice president for academic affairs, outlining the Board of Trustees conclusions regarding faculty evaluations. It stipulated that "student participation in the faculty evaluation 'process' is and must remain a COMPONENT . . ." These Board and administrative conclusions would be presented to the **Joint Committee on Faculty Evaluation** in late May according to Dr. Jefferson.

In June, **Paul Lefkowitz**, the Chapter legal counsel, responded to the faculty evaluation "conclusions" of the Board of Trustees to **Dr. Masterson**. In essence he stated, the "... collective bargaining agreement and the Ohio Law provide quite clearly that evaluations are 'management rights' . . . it would not be feasible to file a grievance . . ."

On the 1st, **President Masterson** notified College in-house legal counsel **William L. Murphy** that a policy grievance would be filed in accordance with Article XXXII to move "all eligible faculty into 'H' category with retroactive pay adjustment."

On the 3rd, the **Executive Committee** authorized **President Masterson** to protest the faculty evaluation “process” recently established by the Board of Trustees, but not the conclusion and final determination to use student evaluations. **President Masterson** wrote **Curtis Jefferson** stating “The AAUP (is) . . . very disappointed . . . they (the Board) unilaterally changing the Faculty Evaluation Committee’s recommendations concerning the role of student evaluations.”

Morad Ghodooshim, counseling professor, and **Vernon Burger**, incoming Chapter president, held a meeting with the **AFT** to discuss joint affiliation. The **AFT** informed **Professors Ghodooshim and Burger** that they would only engage in this process if there is strong support from the **Executive Committee**. Subsequently, the **AFT** covered all expenses for **Vernon Burger** and four others to attend their national conference in San Francisco in July.

The **Executive Committee** received an updated listing of College-wide **program managers and preceptors** in sixteen health care departments totaling 27 non-faculty positions. This list constituted a serious erosion of faculty positions in the Allied Health departments.

An article appeared in **The Plain Dealer** entitled “**CCC Delays Budget To Study Concerns About Instruction.**” It reported the 1988-89 proposed **CCC** budget allocated only 35 percent for instruction, an allocation significantly below other community colleges in Ohio.

On the 17th, outgoing **President Masterson** wrote the membership that the **CCC budget** process was “an often heated, protracted process, ripe with the potential of half truths and rumors.” The administration ignored the Chapter’s comments and recommendations for the forthcoming budget.

On the 23rd, **Morad Ghodooshim**, chair of the **Faculty Advisory Budget Committee** wrote directly to the **Board of Trustees**. **Professor Ghodooshim** stated, “The faculty . . . believe that the FY’89 budget allocations are **NOT** consistent with standards needed to provide for quality and excellence in education . . . **CCC** has the lowest percentage of funds for instruction . . . at 35.3 percent (almost 8 percent

behind the nearest community college – Lorain CCC . . . while Sinclair CC heads the list at 54.5 percent) . . . the administrative personnel budget increased by 10.8 percent while the credit instruction budget increased by 2.6 percent . . . during Winter Quarter in 1988, full-time equivalent faculty were . . . 46 percent while part-time equivalent faculty were . . . 54 percent . . . while insufficient funds have been allocated for instruction, library, and student services . . .”

On the 30th, **President Masterson** wrote **Mary Lou Conlin**, assistant vice president for curriculum and instruction, on an “Overview of Governance.” **Professor Masterson** stated, “Since the last NCA focused visit, there has been a gradual improvement in the College Governance System. Several recommendations from the AAUP . . . have been adopted over time by the College . . . However, one recommendation, a full-time governance office with a support staff remains only partially addressed . . .”

On Sunday, July 31, a special meeting of the **Executive Committee** was held to discuss the affiliation question of the AFT versus the AAUP, the voting procedure for a “joint affiliation,” and the benefits versus disadvantages of the possible affiliation. The vote by the **Executive Committee** was scheduled for August 11.

In August, new CCC/AAUP **President Vern Burger** wrote to **Mary Lou Conlin** in contradiction of **Patrick Masterson’s** June 30 memorandum. **President Burger** stated, “The CCC/AAUP **Executive Committee** would like you to know that the evaluation and ideas presented in that memo were the opinion of Dr. Patrick Masterson, the AAUP President at that time . . . the Governance Monitoring Committee recommendations . . . at the Spring 1988 Forum . . . should be considered the official position of the Governance Monitoring Committee . . . The Chapter has not performed a systematic and comprehensive evaluation of the governance system and therefore offers no conclusion on its effectiveness at this time.”

On the 11th, the **Executive Committee** by a two-thirds majority voted to recommend to the membership joint affiliation of the CCC/AAUP with the American Federation of Teachers (AFT). The **Executive Committee** notified the membership in a memorandum stating, “The decision is the culmination of a two-year

investigation and debate within the EC concerning the goals and the resources we need to achieve . . . The question of joint affiliation with the AFT will be brought to the entire membership in the form of an election . . .”

On September 27, **The Plain Dealer**, in a front-page lead article entitled “Education Suffered In Hiring Binge, Critics Say” – CCC at 25 – Tarnished Silver,” concluded: “State and college records show that while the number of students and full-time faculty members have steadily declined during the last decade, the number of administrative employees has doubled. The 770 full-time administrative positions comprise nearly half of the college’s entire full-time staff. Meanwhile, the college spends only about 35 percent of its financial resources on instruction – including teaching, libraries, and student services – which is a far lower percentage than any other Ohio community college spends . . . Although the college’s organizational structure places the board of trustees at the top, Ellison boasts that he’s the one in charge . . . Ellison says, ‘I love the board. Because the (expletive) board knows that they either have to deal with me or not go anywhere . . . The chairmen can change from Ralph Tyler to Rubie McCullough to all of them, but I run the (expletive).’”

In October, the **Executive Committee** contracted for the services of a financial analyst, **Richard Weber**, through the national AAUP. Dr. Weber’s analysis, although costly, played an important role in future negotiations in 1992, 1995, and 1998 as it provided a clear picture of “unrestricted college funds” hidden in a number of different budgets. The unrestricted college funds grew from a modest amount under **Nolen M. Ellison** to a very sizable amount under **Jerry Sue Owens/Thornton**.

In November, **William L. Murphy**, the in-house College legal counsel, advised **President Burger** that “the College has a long standing practice, beginning with the Summer School of 1982, in establishing the base **Summer School IFTE WITHOUT** including off-campus courses **OR** courses taught by Program Managers, Coordinators and Preceptors. Please be advised that the (AAUP) grievance is denied.”

On the 25th, **President Burger** responded to **Mr. Murphy** with a request for “1987 and 1988 Summer School EQU Totals For ALL sections” including assignments for full-time faculty, part-time faculty, program managers, preceptors, and co-op.

In December, **Dr. Ronald Weiner**, history professor and former chief negotiator and Executive Committee member, penned an amusing and insightful memorandum to all the College-wide deans in response to their December 8 “Mandatory Contract Day” memorandum. It congratulated their “. . . bureaucratic coup on a scale heretofore unattained at CCC . . . timed for the College’s Silver Anniversary . . . I have reluctantly become a connoisseur of internal memoranda . . . including Dr. Ellison’s density of dependent clauses which deftly obscure meaning . . . Dr. Grace Brown’s . . . valued for her virtuoso ability to clone the verb ‘to enhance’ into adjectives, adverbs, and even nouns . . . dazzling the reader with as many as six examples per paragraph . . . But the memorandum at hand surpasses all others . . . the list of authors is longer than the memorandum . . . the content of the memo also arouses admiration . . . for it in effect, says nothing that is not already known . . . the memorandum is heavily laden with dark threats . . . the collective deaneries have reincarnated Miss McGrath, my First Grade Teacher, in the person of Division Head . . . no less than 33 other higher and lesser ranking persons . . . are listed . . .” (See Attachment H-8 entitled **Mandatory Contract Day Memo**.)

1989

In January, **President Burger** responded to a memorandum from **Evelyn Love**, counseling professor and a member of the Bargaining Policy Committee in which he noted: “As you have correctly stated in your memo, **the Constitution does call for one additional level of approval** of the negotiating team by the Bargaining Policy Committee . . . I look forward to seeing you at this meeting and providing you with the opportunity to carry out your constitutionally prescribed right.”

On the 19th, **President Burger** wrote **Frank Reís**, vice president of human resources, noting the administration's failure to follow-up on agreed-upon provisions regarding faculty personnel files dating back to October of 1987. **Professor Burger** requested compliance in three areas including "... each campus file will be searched and professional credentials will be transferred to the HR file (working file) ... all other materials in campus files, except that which is in the 'working files' will be destroyed ... and written notification to faculty on what is being added to their HR file."

The College president, **Nolen M. Ellison**, took the first half of 1989 in a paid six-month sabbatical. **Joseph S. Nolan**, the College's executive vice president, was placed in charge of the College. **CCC/AAUP President Burger stated**, "We think (Ellison's) leave is an excellent one, and we look forward to obtaining the same type of benefits in our upcoming negotiations." The hard-driving Chapter president proved to be a man of his word.

In March, **President Burger** wrote to the membership regarding the creation of a Collective Bargaining Information Network Committee (CBINC) effective spring quarter "for the purpose of improving and facilitating communication and activity relevant to the collective bargaining process and the general business of the chapter - each campus will have a different number of 'stewards' and they will represent 10 to 15 faculty within their academic division." The CBINC didn't come to fruition.

In April, the **Chapter newsletter** stated, "The six members of the CCC/AAUP Negotiating Team spent the first weekend of April at a bargaining and negotiating retreat. The training sessions were lead by Professor **Jeffrey Halpren** of Rider College, who is the Chairman of the National AAUP Collective Bargaining Congress. ... He gave a complete analysis of our contract ... the contract is too short ... it did not cover some very important topics such as tenure ... the language in some articles was very vague, ambiguous, contradictory and open to interpretation ... Halpren gave many examples of rights we think we have but could have them taken away by an arbiter ..." **Professor Halpren** would return to provide sage advice for the negotiating teams in the 1992, 1995, and 1998.

On the 7th, **Lawrence Roman**, accounting professor and chair of the Finance Sub-Committee of the **Bargaining Policy Committee**, mailed a detailed four-page report to **Carl Gaetano**, psychology professor and chair of the Bargaining Policy Committee. The comprehensive recommendations included 24 items covering diverse economic and non-economic issues for consideration by the Executive Committee and the Chapter's negotiating team.

On the 28th, **Professors Oscar Crawford, Lois Mack and Bill Richter** from the Sub-Committee on Contract Language submitted an itemized "Summary Report" to the BPC. It contained ten recommendations and clearly noted that "there is no statement on tenure in the MOA . . . if the Board has a policy on tenure, this policy should be incorporated . . . There is no definition of the word 'faculty' in the MOA . . . Should the faculty evaluation procedure be included?"

In May, Chapter **President Burger** petitioned the **Board of Trustees** and **President Ellison** to exclude outside legal counsel at the collective bargaining table in the hope of a less contentious bargaining atmosphere. The request was eventually denied. Even though **Nolen M. Ellison** attended the first general planning session for the upcoming MOA negotiations, and he attended five more "pre-meetings," the result was one of the most profane and acrimonious negotiations for the CCC/AAUP.

Professor **Morad Ghodooshim**, chair of the CCC/AAUP Advisory Budget Committee, wrote a seven-page memorandum to **Nolen M. Ellison**, the College president, on "increasing the number of full-time faculty positions by 95 . . . increase the number of minority faculty . . . reinstitute the STRS Retirement Incentive Plan (early retirement) . . . increase funds for faculty travel beyond the amounts in the MOA . . . increase instructional support to a minimum of 40 percent of the annual budget . . ."

On the 9th, a **binding arbitration hearing** was held, with **Hyman Cohen** as arbitrator, concerning the method in which "Base Summer School IFTE" requirements had been calculated. **Paul Lefkowitz** represented the CCC/AAUP

and **Craig Brown** represented “the College.” Dr. Cohen announced his decision in August.

In June, the **AAUP Chapter negotiators** met the **College’s negotiating team**, once again represented by **Craig Brown** of the **Duvin** firm. The Chapter team consisted of **Paul Lefkowitz**, for the **AAUP**, and the following faculty: **Vernon Burger**, **AAUP Chapter president** and chemistry professor, **Carl Gaetano**, chief negotiator and psychology professor, **Morad Ghodooshim**, counseling professor, **Lois Mack**, medical assisting professor, **Ernest Mielke**, counseling professor, and **Alan Vogel**, accounting professor. Seventeen negotiation sessions were held over the next few months, in addition to twenty-four Chapter team meetings at the Chapter’s office on **Schaaf Road**.

Negotiations occurred on June 15, 21, 29, July 7, 13, 19, and 21. An inevitable cold and bitter impasse led to federal mediation planned for July 28, August 2, 3, and 11 and additional sessions on August 14, 15, 16, 17, and 18 if needed. **Nels Nelson** was the mutually agreed-upon fact-finder if and when federal mediation failed.

Bargaining Bulletin # 3, distributed sometime in the early summer to the membership, attributed a number of profane quotes to **Craig Brown**, the College’s legal counsel and chief negotiator including “Talk all you want. Believe what you want. Go to your grave thinking what you want. I don’t care . . . You want decision-making authority, you’re not getting it, the College isn’t prepared to give it to ya . . . I don’t file charges . . . I’ll take you on at the collective bargaining table and on the streets . . . Vern, do what the f@*k you want, but just get off my case . . . we’re going to duke it out in the room, and then, and somebody’s goin’ to walk out blooded and somebody isn’t . . . right now, with your f@*king attitude . . . you’re drawn’ the f@*king line, and fine, you wanna war? . . . You got yourself one f@*kin’ tiger by the tail, pal, and you better hang on because you’re gonna get the ride of your f@*kin’ life, you understand?”

In July, the **Executive Committee** authorized **President Burger** to write the administration with a declaration of displeasure with the governance system.

Also, the **National AAUP** agreed to again provide a consultant on the bitter and hostile negotiations, Professor **Jeffrey Halpren** of Rider College in New Jersey, as needed.

On the 17th, **Carl Gaetano**, chief negotiator, resigned in a letter to **President Burger** and the **1989 negotiating team**. **Professor Gaetano** stated, “[am unable to function in a situation in which position description changes from meeting to meeting . . . I am finding it more and more difficult to support the original plan of process and procedures for these negotiations . . . I am feeling more and more uncomfortable with the decision by members of the team to continually ignore the suggestions and recommendations of so-called experts, **Steve Finner, Jeff Halpren** and **Paul Lefkowitz** concerning the process of collective bargaining and negotiations . . . We have disintegrated into a querulous bunch of individuals, each wanting to do things his own way, in his own way. There is no authority and there is no leadership . . . I do not believe that we should continue in our present direction . . . I must assume a more passive role in the deliberations which are ahead of us.”

The **July Bargaining Bulletin** to the membership mentioned, “During an intense July 19 negotiation session the College’s Chief negotiator **Craig Brown** prematurely ended the session in what was described as an ‘arrogant and angry temper tantrum.’ Considered by some to be an attempt to intimidate the faculty, one Chapter negotiator stated **Brown** acted childishly and essentially ‘tried to take his ball and go home.’ ”

In the same newsletter, **Morad Ghodooshim**, counseling professor and chair of the **CCC/AAUP Budget Advisory Committee**, sarcastically complimented the **Board of Trustees** for “A Job Well Done.” **Professor Ghodooshim** stated, “Let us take a moment to examine the illustrious record of our Board:

- 1.) They increased the faculty workload from 36 to 45 **EQU**’s;
- 2.) They changed the lecture/laboratory ratio from 1 to 1 to .8 to 1;
- 3.) They limited salary increases thereby allowing **CCC** faculty to fall behind **Lakeland Community College** and **Lorain County Community College**;

- 4.) They placed half-steps in the salary table, which were originally designed for mid-year hires, but applied these half-steps as full steps to slow the annual movement by faculty on the salary table;
- 5.) They limited lateral movement with the quota system;
- 6.) They reduced non-instructional summer faculty work days from 40 to 24;
- 7.) They passed on 50 percent of hospitalization increases to the faculty;
- 8.) They have increased faculty travel dollars by 17 percent over the last 18 years;
- 9.) They reduced PILL's from 100 percent pay for the half-year option to 67 percent for a two-quarter absence and 83 percent for a one quarter absence."

On Sunday, July 30, a special meeting of the **Executive Committee** was held to discuss the joint affiliation with the AFT. It was determined that 2/3 of the Executive Committee, a minimum of 10 EC members, was needed to approve joint affiliation and send it to the membership for a vote.

In August, the **Executive Committee** submitted a letter to the national AAUP "stating our intent of joint affiliation and invited them to send a representative to join in deliberations . . ." The AFT accepted a 50 percent vote of the faculty while the AAUP insisted that a two-thirds vote was required.

On the 11th, a **Bargaining Bulletin** stated "some progress was made 'at the table' with a number of issues agreed upon, but no serious discussion on economic issues have begun."

On the 24th a **tentative fifth MOA contract agreement** was reached after a series of storm-ridden sessions. The **settlement included**: a three-year duration; three sick-days in the summer session, an improvement from two sick-days; a Plan D was added to the PILL Article with a three quarter absence at 100% annual salary for the first time and percentage limitations were removed for each PILL plan; professional improvement travel was improved from \$175 to \$325; salary steps 1.5 and 3.5 and 5.5 were eliminated from the salary table and each faculty member received an increase of \$1750 for each year of the contract (the first and only across-the-board dollars increase in MOA negotiations); a 12 EQU maximum was established for additional

part-time teaching by full-time faculty; yearly mandatory and flexible contract dates must be negotiated with the Chapter; any faculty lay-off was to be based on seniority within the Bargaining Unit; the creation of \$500 flexible spending account under Health Care; the inclusion of the Tenure Policy in the MOA; Column B on the salary schedule was eliminated; a \$350 longevity was provided for faculty at step 14 with seven-years credit at that step; the Kaiser Medical Plan became available but cost increases in all plans were shared equally; non-instructional faculty (counselors and librarians) were eligible for pro-rata summer assignments on the same basis as instructional faculty; an increase in CCC/AAUP EQUs from 60 to 75 per year and the AAUP could purchase up to 36 EQUs at the part-time rate for the next round of collective bargaining; the current Board policy on Faculty Evaluation was incorporated into the MOA; access to personnel files would have to be given to the faculty after a two-day notice, an improvement from the previous three-day notice; College governance committees could no longer deliberate or take action in regard to wages, hours, terms and conditions of employment of faculty; a "Meet and Confer" provision was created to discuss matters of mutual concern for faculty and the administration and the M & C session should occur each quarter; the highest pay step (G-14) in the third year was \$53,057 and only 4 half-steps remained in the salary table; **and sick leave balances** increased from 120 days to 150 days. But, the \$3 dollar prescription medication "card" was removed from health care coverage.

On the 25th, arbitrator **Hyman Cohen** rendered his judgment of the "Summer School IFTE Calculation" policy grievance. **Dr. Cohen** found, "Based on the evidentiary record, I cannot conclude that the College acted arbitrarily, capriciously, or in bad faith . . . As a result, the relief is to be prospective . . . The College is to cease excluding courses taught by preceptors and project (program) managers from the base calculation . . . The College did not violate Article XXI of the MOA by excluding off-campus courses in the 'base Summer School IFTE' . . . (But) . . . The College violated Article XXI of the MOA by excluding courses taught by preceptors and project (program) managers in the 'base Summer School IFTE' . . . The College is to cease excluding (these calculations) . . . from the base . . ."

These achievements by the **Chapter negotiating team**, in spite of colleague turbulence inside the team and the icy toughness of the administrative team during negotiations, along with the favorable summer school **IFTE** ruling from **Dr. Cohen**, made August of 1988 a historically successful month for the Chapter under President **Vern Burger**.

In September, the **Ohio Board of Nursing** “recommended that the **CCC - AAS** in Nursing be placed on Provisional Approval for two years for failure to meet the minimum requirements of the **Ohio Board of Nursing**.”

On the 6th, **President Burger** announced to the Chapter membership the desire of the **Executive Committee** for joint affiliation between the **AFT** and the **AAUP**. He stated, “This decision is the culmination of a two-year investigation and debate . . . concerning the goals of our organization and the resources we need to achieve them.”

The **Chapter membership** voted to accept the fifth Memorandum of Agreement contract with 63 percent of the membership voting.

On the 8th, the **Executive Committee** was officially notified that the **Summer School Arbitration** had been favorable. The **IFTE** base calculation for the next summer would include program managers and preceptors who taught this past summer. The **American Arbitration Association** announced it might cite the arbitration/case as an exemplary arbitration example in its next publication.

On the 18th, **President Burger** wrote **Richard Acton**, executive secretary of the Cleveland **AFL-CIO**, “to explore the possibility of affiliating with your organization.”

On the 22nd, **President Burger** received a letter from **Norman J. Kopmeyer**, director of collective bargaining for the **AAUP**, which clarified the position of **AAUP** on joint affiliation and the forthcoming attendance of **Steve Finner** from the national **AAUP** at the next **Executive Committee** meeting.

On the 28th, **Paul Lefkowitz** wrote **Craig Brown**, the administration's collective bargaining legal counsel, on the terms of an acceptable settlement by the Chapter for the Salary Quota Arbitration as authorized by the **Executive Committee**.

Additionally **Mr. Lefkowitz** informed **President Burger** that "an unfair labor practice charge **MUST** be filed within ninety (90) days of the events giving rise to the charge" according to Ohio Revised Code Section 4117.12 (B). Under the National Labor Relations Board (NLRB) Act, a charge may be filed within one hundred eighty (180) days.

On the 29th, the **Executive Committee** learned that **AFT representative(s)** met with the College president, **Dr. Nolen M. Ellison**, without notifying the Chapter president or the **Executive Committee**. **Paul Lefkowitz**, Chapter legal counsel, advised the **Executive Committee** of the "possibility of the administration not accepting the co-affiliation as a bargaining group . . . it could result in a lengthy legal battle . . ." As a result, the **Executive Committee** rescinded its motion to have the entire faculty vote on joint affiliation.

At the September **Board of Trustees** meeting, the College president, **Dr. Nolen M. Ellison** spoke to the latest **CCC/AAUP MOA** with the ultimate "spin." He stated, "The College was pleased to conclude the negotiations with the faculty in a cooperative manner. The settlement was in the best spirit of collegiality . . ."

During the "**New Faculty Orientation and Reception**," while **Vernon Burger**, the **Chapter president**, addressed the new faculty, the College president, **Dr. Nolen M. Ellison**, disconnected the microphone and accused **Professor Burger** of "being divisive." A new faculty member was quoted after the meeting, "I don't know when I've been so embarrassed during a professional meeting. In the past, I have questioned the necessity of having a faculty union at the college level, but now I know why it is necessary at Tri-C." The **Executive Committee** sent a strongly worded protest to **Dr. Ellison** stating, "A basic principle in higher education is freedom of intellectual expression. Any attempt to suppress certain forms of expression is unacceptable and cannot be tolerated."

In October, the **Chapter** filed a policy grievance on behalf of the **nursing faculty** in response to the administration's recent arbitrary ruling regarding office hours. The new guideline was arbitrary, without precedent of past practice, and impossible to meet with the lecture/laboratory/clinical site schedule of the **nursing faculty**. This uncalled-for-action appeared to be a knee-jerk administrative reaction to the recent unfavorable probationary ruling to the College's nursing program from the Ohio Board of Nursing.

The **Ellison** spirit of "collegiality" disappeared with the autumn wind.

On the 12th, the **Executive Committee** rescinded its previous motion for joint affiliation with the **AFT**. The co-affiliation issue was put on "hold."

President Burger wrote to the **AAUP Chapter** membership on the recently resolved policy grievance on faculty evaluations. **Professor Burger** stated, "The **CCC/AAUP** has met with the administration . . . we advise faculty to continue to work with their immediate supervisor in the implementation of the faculty evaluation procedure . . . this procedure is now part of the **MOA**. . . it is imperative that the administration follow its dictates to the letter . . . please contact the **AAUP** office . . . regarding any issue."

On the 26th, **Arlene Sego**, mathematics professor, was introduced as the new editor of the **Chapter** newsletter.

On the 27th, the **Chapter** officially withdrew its policy grievance on Article XXVI – Faculty Evaluation since the faculty evaluation process was incorporated into the latest **MOA**. One half of the tenured faculty was to be evaluated at least once each year.

On the 31st, the **Board of Trustees** approved the fifth **MOA** for 1989-1992. **Frank W. Reis**, the vice president for human resources/personnel relations expressed his sincere hope to **President Burger** that the new "Meet and Confer" provision in the **MOA** would "provide a springboard to seek professional, mutually agreed-upon solutions to issues requiring leadership attention."

The first **Meet and Confer** meeting, as mandated in the new MOA, was held between President **Nolen M. Ellison** and President **Vernon Burger** and other faculty. The CCC/AAUP newsletter editor, **Arlene Sego**, described the meeting: “**Vern Burger** kept bringing up issues to be discussed, which did not seem to be to the liking of **Dr. Ellison**.”

President Burger informed **William Murphy**, the College’s in-house legal counsel, the Chapter was filing a **policy grievance** under Article XXI, Summer School “to recalculate, adjust, and revise the **IFTE** formula to include sections taught by preceptors and program managers, as stipulated in the recent arbitrator’s award.”

In November, **President Burger** sent a memorandum to all **part-time faculty** (over 900) clarifying unflattering comments attributed to him about the CCC part-time faculty in a September 26 **Plain Dealer** article entitled “Quality of Education Questioned at CCC.”

On the 4th, past President **Edward Kosiewicz**, and now the chair of the Salary Grade Advancement Committee, presented the latest criteria to be used to determine faculty advancement on the salary schedule to the Executive Committee. **President Burger** requested **Professor Kosiewicz** submit the salary schedule criteria in writing for review and approval by the Executive Committee.

The **Executive Committee** passed a unanimous motion that all appointees of the CCC/AAUP governance committees sign a “loyalty” form. The motion was amended with “all appointees will be asked to sign a letter indicating receipt and have read the Executive Committee guideline (for Chapter representatives) and/or subject to removal if they do not follow the EC’s directives.” The amendment was approved unanimously. (See Attachment I-9 entitled **Guidelines On Committee Participation**.)

The **Executive Committee** revoked previously appointed faculty to the Salary Grade Advancement Committee and advised the administration that all future salary-related issues were to be forwarded to the Chapter office. A **special letter** was

approved and sent to past President **Edward Kosiewicz** asking him “to withdraw from all active participation in union activities.”

On the 22nd, **President Burger** advised **William Murphy** that the latest “Summer School Grievance” would be sent to binding arbitration.

1990

On January 5, **President Burger** mailed copies of the fifth MOA to the membership. He stated, “The strength of the faculty and its union through the CCC/AAUP is dependent upon the strict adherence of all facets of the contract . . . Since this contract characterizes the incorporation of many former ‘college policies’ it is important to realize that the contract supersedes any college policy. Almost every facet of your working conditions is covered in this contract . . .”

In March, the **Chapter membership** stood at **357** colleagues with 19 other faculty sitting on the sidelines as non-member faculty.

Alan Vogel, accounting professor, was elected Chapter president effective July 1, as he defeated **President Burger** in a very close election. Two factors may have contributed to Professor **Burger’s** defeat: the loss of the \$3 prescription card in the last MOA negotiations and/or the opening of the affiliation debate between the AFT backers and the AAUP supporters, which festered and merged into a troublesome storm in the coming months. Nonetheless, **Professor Burger** left a fully matured MOA with notable improvements under his leadership. He is remembered for his firm resolution as the Chapter president.

In June, **The Plain Dealer** reported, “**Nolen M. Ellison**, President of Cuyahoga Community College for 16 years, said yesterday he would step down when his contract expires in June 1992. The surprise announcement came during a CCC trustees meeting . . . After the board meeting, he said he had decided to quit because of ‘communication problems’ with board members that had intensified. . .”

In July, **Arlene Seago** resigned as editor of the Chapter newsletter.

In September, **President Vogel**, during the Meet and Confer with Vice president **Frank Reis**, negotiated the “banking” of travel funds for a three-year period effective with the 1990-91 academic year. This three-year, rollover procedure exists today with the three-year period effective with this September date or the hiring date of future faculty.

1991

In January, Chapter **President Alan Vogel** wrote to the membership on the “Affiliation Issue.” **Professor Vogel** stated, “The Executive Committee has been contacted by the American Federation of Teachers of its intent to solicit faculty members concerning the affiliation issue. The Executive Committee appreciates this notification by the AFT . . . The Executive Committee . . . did not initiate and does not endorse this movement concerning the issue of affiliation by the AFT. If the name of an Executive Committee member appears on a petition, this is the faculty member’s personal preference and does not represent the official position of the Executive Committee. If petitions containing signatures of 20% of the membership are received by the Executive Committee, this topic will be placed on its agenda and a determination of the appropriate strategy for addressing the affiliation issue will be developed.”

On the 25th, **President Vogel** wrote to the **Board of Trustees** regarding Article II of the MOA that recognized the CCC/AAUP as the exclusive representative of the faculty. **Professor Vogel** stated, “While the MOA, specifically Article XXXI, contemplates the existence of a college-wide governance system, neither CCC nor the component parts of the governance system may, absent the consent and agreement of the AAUP, discuss, negotiate or implement changes in the ‘terms and conditions of employment’ of members of the AAUP bargaining unit . . .”

On the 30th, **The Plain Dealer** reported, “Longtime CCC President **Nolen M. Ellison**, who has enjoyed the public support of college trustees despite controversy in recent years, may be forced to step down before he is ready . . . the chairman of CCC’s board of trustees (**Owen Heggs**) created a presidential search committee and said yesterday that if **Ellison** wanted to reapply for the job, he would be considered with other candidates . . . Many CCC employees have accused **Ellison** of being volatile and trying to control his staff through intimidation.”

In February, **Norman J. Kopmeyer**, director of collective bargaining for the national AAUP, wrote to **Philip Kugler**, director of organizing for the AFT. **Mr. Kopmeyer** stated, “This attempted raid of our chapter has been going on for five years. In 1987, when there was discussion of the possibility of a joint-venture we cooperated fully . . . yet there was disclosure of private meetings between your field staff and the CCC College President who was particularly antagonistic toward the faculty at that time . . . Should the AFT continue the raid at CCC the most certain result will be painful and unproductive divisions which will be harmful to the efforts to best represent the faculty. I hope it will end.”

On Wednesday the 20th, **The Plain Dealer** reported, “CCC President **Nolen M. Ellison**, fighting to keep his job, allegedly punched the chair of the Board of Trustees (**Owen Heggs**) twice in the head during a meeting yesterday, trustees sources said. Trustees will meet Saturday to discuss whether to fire **Ellison**, 50 (years of age) . . . The altercation allegedly took place . . . during a private meeting to discuss the strained relationship between **Ellison** and the trustees. . . at the end of a 1 ½ hour session . . . **Ellison** (is) a 6-foot-2 former college basketball player . . . **Ellison** landed two glancing blows to the side of **Heggs’** head, trustee sources said. . . **Heggs** did not seek medical help . . . There was no record yesterday of a police report on the alleged incident. . . When **Ellison** began his 17-year career at CCC in July 1974, he was 33, the youngest black man in the nation to head a community college.”

On the 21st, **Brent Larkin** of **The Plain Dealer** wrote, “Nevertheless, **Ellison** obviously has promise as a prizefighter. Besides, he needs the work. For soon the president of CCC will be referred to as the former president of CCC. With the punch at **Heggs**, **Ellison** knocked himself out of a job. . .”

Another **Plain Dealer** article by **John Funk** noted, “The Cuyahoga County Community College Board of Trustees has told College President **Nolen M. Ellison** to resign or be fired for striking Board Chairman **Owen M. Heggs**. . . Board Chairman **Heggs** (is) a lawyer with **Jones Day Reavis & Pogue**. . . His contract (**Ellison**) includes numerous perquisites, including the right to buy the college-owned house he lives in, the right to buy the college-leased car he drives and the right to stay at CCC as a tenured professor once he steps down. . .”

On the 22nd, **President Vogel** wrote to **Stephen Finner**, associate director of the national AAUP – collective bargaining, “The **Executive Committee** of CCC/AAUP has been asked by its membership to investigate alternative collective bargaining affiliates. The **Executive Committee** has decided to contact specific . . . organizations to forward to it written proposals outlining the services, benefits, and cost of affiliation . . . between five to eight pages in length . . . by March 18, 1991.”

Also on the 22nd, **Carol Jones**, the 1986 chief negotiator and member of the current **Executive Committee**, wrote to **President Vogel** reminding him “to look back at the extensive investigation that was conducted in the past under the presidency of **Patrick Masterson** on the affiliation question.” **Professor Jones** went on to say, “Based on all the information, remaining with the AAUP was the choice made at the time. It was agreed that the **Executive Committee** would make more use of the services offered by the AAUP . . .”

On the 23rd, a **Plain Dealer** headline reported, “CCC President Files Lawsuit to Block Threatened Firing.” **John Funk** and **Ulysses Torassa** reported, “The president of CCC lashed back . . . accusing them (the trustees) of holding secret meetings, threatening him and trying to destroy him by leaking damaging allegations to the media . . . seeks a temporary restraining order . . . No restraining order was granted

... In his lawsuit, **Ellison** says **Heggs** provoked him at the Tuesday meeting ... Lawyers for **Ellison** and the college met behind closed doors yesterday with Cuyahoga County Common Pleas Judge **Janet Burnside** ...”

On the 26th, a **Plain Dealer** editorial headline read, “**Ellison Despoils His Legacy.**” It stated, “**Ellison** must understand the futility of trying to keep his job after punching his boss. He looks to technicalities in his contract for rescue. We hope this charade won’t last long.”

On March 1, **The Plain Dealer** headline reported, “**CCC Trustees Dethrone Ellison after 17-Year Reign.**” **John Funk** wrote, “If ousted CCC President **Nolen M. Ellison** would have had his way, he would have left his 17-year position yesterday with nearly \$1 million in cash. And his dignity. Or, he would have been allowed to remain CCC President for the remaining 18 months of his contract and then been permitted the option of becoming a tenured professor. But those ‘high-road’ scenarios ... did not happen. Instead, **Ellison**, 50, left CCC yesterday with nothing -- fired without severance pay or any of the numerous benefits spelled out in his lucrative contract. After listening to **Ellison’s** dramatic presentation about himself and the college -- and to his version of the altercation ... the trustees voted to dismiss him effective immediately and strip him of his contract. There was no debate.”

On the 4th, **Ronald Sobel**, provost/vice president of the Western Campus, was named interim president of Cuyahoga Community College on the “strength of a handshake” with board Chairman **Owen Heggs**. **Mr. Sobel** started his career at CCC in the fall of 1963, when the College opened, as a part-time lecturer. He joined the faculty as full-time instructor in 1966. His experience as a faculty member, department chair, assistant dean, dean of instruction, and provost/vice president made him an excellent choice as interim president.

Philip Kugler of the AFT wrote to **Norman Kopmeyer** of the AAUP in response to **Mr. Kopmeyer’s** March letter. **Mr. Kugler** stated, “Our AFT Regional Director **Ray Mackey** reports ... considerable interest and support both among the AAUP chapter leadership and the faculty at large for serious consideration of an

AFT affiliation . . . I am in receipt of a letter from CCC/AAUP Chapter President **Alan Vogel** soliciting a written proposal . . .”

On the 29th, **Stephen Finner** of the national AAUP wrote a three-page letter with documentation to Chapter President **Vogel**. Mr. Finner stated, “[I am sensitive to the situation you and your Executive Committee are facing . . . with the affiliation question . . . The question was considered in depth when **Patrick Masterson** was chapter president, and again under **Vern Burger’s** presidency . . . therefore I hope that the re-examination of the chapter’s affiliation is not a biennial activity . . . Frankly, we were surprised to receive your February 22 letter . . . Your chapter has utilized our services with respect to assistance in negotiations, some grievance matters, financial analysis, and some chapter organizational matters . . . You have received grants from us, and have attended many of our meetings and some of our training sessions . . . We obviously hope that CCC/AAUP will continue its long association with us . . .” (See Attachment J-10 entitled **American Association of University Professors**.)

On the 31st, **The Plain Dealer** reported, “The clock has nearly run out on negotiations between fired CCC President **Nolen M. Ellison** and his former board of trustees. The board set a deadline of 3 p. m. tomorrow (April 1 – April Fools Day) for **Ellison** either to accept its \$160,000 buyout package or see it withdrawn. Negotiations, conducted this past week, appear to have been fruitless . . .”

On April 5, **The Plain Dealer’s John Funk** reported, “Minutes after fired CCC President **Ellison** announced yesterday that he would be willing to end his dispute with college trustees for a \$470,000 buyout, the trustees sued him. . . The counter suit, in response to **Ellison’s** lawsuit in February (the 22nd) that sought to prevent his firing, says **Ellison** struck CCC board **Chairman Heggs** in the head as many as five times and knocked him to the floor . . . **Ellison** said he would accept the board’s offer of \$155,312 in wages . . . but also wanted . . . \$136,000 in unused sick and vacation days . . . \$39,000 in life insurance premiums . . . \$36,000 in state pension contributions . . . and \$100,000 from the sale of his college-owned home. . . The lawsuit says **Ellison** ‘has intentionally and improperly attempted to control the board and interfere with its fiduciary responsibility to manage CCC and has openly bragged to others that he

has done so. All of this behavior violates the employment agreement'. . . a 14-page lawsuit, backed up by nearly 100 pages of internal records and memorandums. . ."

On the 8th, **President Vogel** wrote to **Grace Brown**, College vice president, and **Ken LeSure**, psychology professor and chairperson of the **JFSC**, joint chairs of the "Academic Quality Commission." **Professor Vogel** noted, "After reviewing the 'charges to the committee' listed . . . the **CCC/AAUP** insists that the **AQC** revise this list of 'charges' . . . Almost all of the charges . . . are presently incorporated in the current **MOA** . . . The **CCC/AAUP** has been designated the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all members . . . The charges listed . . . are covered in the **MOA** . . . The Chapter notified the **Board of Trustees** of this **Article** . . . on **January 25, 1991** . . . The **Board** . . . responded that it would respect and honor this **Article** designating the **CCC/AAUP** as the exclusive agent in these matters . . . The Chapter strongly (requests) . . . the **Academic Quality Commission** . . . not address these matters . . ."

(A "charge," as referred to above, was the written statement outlining the purpose and goal of each governance committee. It was provided as a directional/jurisdictional device for the committee members to engage in only those activities related to their "charge.")

On the 24th, **President Vogel** wrote to **Elaine Marcus** in the Office of the **Attorney General** for the **State of Ohio** on the question of "re-affiliation of a bargaining unit." **Professor Vogel** stated, "[I have consulted with Chapter's legal counsel and several other labor attorneys and find that all have different opinions on these issues . . . I am requesting that the **Attorney General's Office** render an opinion on the recognition and re-affiliation questions posed above in terms of the **Ohio Revised Code 4117** . . ."

In May, Chapter **President Vogel** wrote to the membership of the re-affiliation question under the heading: "Alternative Representation Issue." **Professor Vogel** stated, "During the Winter Quarter . . . a petition signed by one hundred five (105) faculty . . . requesting . . . an alternative affiliation . . . represents thirty-eight (38)

percent of the faculty . . . the Executive Committee decided to solicit proposals from the major national associations . . . received and distributed on April 2nd to all Executive Committee members . . . (we) had lengthy discussions . . . during three (3) Executive Committee meetings . . . At the May 3rd Executive Committee meeting, the following motion . . . was passed, that ‘the Executive Committee recommend to the faculty a change in affiliation from the AAUP to the AFT’ . . . The final decision on re-affiliation must be made by the entire membership . . . the exact manner . . . will be communicated after . . . legal counsel and other appropriate parties have been contacted . . . The present contract will not be affected.” The roll call vote FOR the motion to drop the AAUP and affiliate with the AFT included **John Ferrara, Morah Ghodooshim, Lois Mack, Ernie Mielke, Betty Jane Richards, Larry Roman, Jane Skowron** and **President Alan Vogel** (voting to break the tie vote). The roll call vote AGAINST the motion included **Deborah Abbott, James Cackowski, Robert Grau, Jacquelyn Jefferson, Evelyn Love, John Rose, and James Sheridan**. The final vote was 8 to 7! The motion passed. **President Vogel’s** action moved the Chapter away from AAUP affiliation or joint affiliation (AAUP/AFT) to a switch in affiliation from the AAUP to the AFT.

The **Ohio Conference AAUP Bulletin on Collective Bargaining**, mailed to all Chapters in Ohio, contained a summary article of the 8 to 7 vote by the AAUP Chapter leadership at CCC. It read, “The CCC Executive Committee has voted 8 to 7 to recommend a change of affiliation to the AFT. The Ohio Conference Office obtained a copy of the **SERB Mad River Opinion**, a similar case where the members of an NEA unit voted to switch affiliation to the AFT. The NEA filed an Unfair Labor Practice against the employer with SERB on the grounds the employer was negotiating with an unauthorized agent. The NEA won the case. The points that were established in the Mad River case were that all members of the faculty, not just members of the union, must be allowed to vote; a “No Agent” choice must also be listed on the ballot; and elections can only take place during the windows allowed for them or after the current MOA contract has expired.” Unfortunately, neither **President Vogel** nor the AFT supporters shared the Mad River case information with the Chapter membership prior to the Executive Committee vote.

On the 9th, **President Vogel** mailed a second memorandum to the membership with the latest re-affiliation information without the roll call vote tabulation.

On the 14th, the **seven Executive Committee members** in the minority vote (**Abbott, Cackowski, Grau, Jefferson, Love, Rose, and Sheridan**) forwarded a memorandum to all CCC faculty on the “Faculty Union Affiliation Issue.” They stated, “We oppose such a move and feel it is inappropriate and needlessly divisive . . . We have spoken to a large number of faculty who signed the petition and they report almost unanimously that it was NOT their intention to have their signature used to support an affiliation vote . . . questions about the legality of such a move were . . . raised by several chapter members . . . After the Ohio Attorney General and SERB both declined to advise the Chapter President on the issue, and after the AAUP State Office brought to our attention that such a move might be in violation of the law (SERB versus Mad River Green... 1986) . . . The tie vote was broken only by a vote reluctantly cast by Chairman Alan Vogel . . . such a volatile issue . . . could only sow division among our faculty. This is the last thing we need as we enter a negotiating year . . . CCC is in the process of searching for a new president. Next year, we once again will be in bargaining . . . We urge you to attend the chapter meeting scheduled for Friday, May 17th . . .”

On the 22nd, the **seven Executive Committee members** in the majority vote (**Ferrara, Mack, Richards, Skowron, Ghodooshim, Mielke, and Roman**) forwarded a memorandum to all CCC faculty on the affiliation issue which stated that 105 faculty had requested a reexamination of affiliation from the AAUP to the AFT and that the final decision will come from a vote of the faculty. Chapter President **Alan Vogel**, who cast the eighth and deciding vote, did not put his name on the memorandum. Subsequently, the **CCC/AFT Steering Committee** was created with **Professors John Ferrara, Lois Mack, and Ernest Mielke**.

In June, **President Vogel** wrote to **Karen Brown**, mathematics professor, in response to her “Inquiry on Affiliation.” **Professor Vogel** stated, “[In response to your memorandum . . .] cast the deciding vote on the resolution with the intent that the whole faculty should decide the status of the affiliation of the collective bargaining unit . . . A second resolution was passed unanimously (not every member was present)

by the Executive Committee on May 17th . . . That a double envelope, secret mail election be conducted in the third week of October to decide preference for national affiliation . . . A 'yes' vote would result in re-affiliation with the AFT and a 'no' vote would continue the present affiliation with AAUP . . . The vote should allow a final conclusion on the re-affiliation issue. Later this month, I plan to draft a formal letter to all faculty to communicate the above information concerning this issue . . ."

On July 12, past Chapter President **Edward Kosiewicz**, computer studies professor, wrote to President **Alan Vogel** on the "Actions of the Executive Committee Re: Affiliation." **Professor Kosiewicz** wrote, "In my opinion, the current activities being undertaken by the Executive Committee, and members thereof, with regard to possible changes in chapter affiliation are unethical, illegal and constitute an unfair labor practice, and those perpetuating such activities are subject to malfeasance of office. I have contacted SERB and they suggest that I file an unfair labor practice charge against the Executive Committee of CCC/AAUP, and they are mailing me the appropriate forms . . . I am requesting that you, as President . . . take corrective action . . . I would suggest, that the action taken-to-date, while it may have been done in good faith, has no legitimate basis, and in fact violated the purpose of the organization . . . With respect to those individual Executive Committee members who see fit to pursue affiliation with another organization (**Ferrara, Ghodooshim, Mack, Mielke, Richards, Roman, Skowron, and Vogel**) while they hold an elected position as an officer of the CCC/AAUP, they be asked to immediately cease such activities and serve the interest of CCC/AAUP or resign from their elected position to pursue such activities. In the event they do neither of the above, I will take action to seek their immediate removal from office according to the constitution and by-laws of the CCC/AAUP . . . Having held the office you occupy, it disturbs me to take this action. **BUT**, in all good conscience I believe, the current situation to be far more damaging . . . Should my schedule allow, I will attend the next meeting of the Executive Committee, and if I am there, ask that I be permitted to speak to this issue . . ."

Also in July, **John Rose**, counseling professor and Executive Committee member, wrote to **President Vogel**, on the topic of "Affiliation Questions for our Legal Counsel" as a follow-up to **Professor Kosiewicz's** memorandum. **Professor Rose**

wrote, “The AAUP or AFT affiliation issue raises several pertinent and important questions. Would you contact our legal counsel and ask him to answer fifteen specific questions (a summary of EC deliberations) in writing?”

On August 1, **President Vogel** wrote to **Paul Lefkowitz**, Chapter legal counsel, regarding the affiliation issue. **Professor Vogel** stated, “[It appeared that we could settle the affiliation issue without breaking off our national AAUP affiliation via a decertification motion by allowing the membership to decide on the ultimate affiliation through the election . . .] I have enclosed a memorandum from **John Rose**, which addresses many questions being asked by Executive Committee members. Please review these questions in light of SERB law and recent cases concerning affiliation.”

On the 13th, **Paul Lefkowitz** wrote to **President Vogel** and stated, “Enclosed herewith please find a Memorandum that **Sue Muskovitz** of our office prepared at my request. This memorandum arrives at certain preliminary conclusions . . .” In her ten page opinion, **Ms. Muskovitz** stated, “The following is a summary of the preliminary research I have done on the issue of affiliation . . . Because the CCC/AAUP was recognized as the exclusive representative of full-time . . . faculty prior to April 1, 1984, the effective date of the Public Employees’ Collective Bargaining Act . . . the Chapter is considered a ‘deemed certified’ bargaining representative, subject to greater restrictions on representation issues than those which affect a SERB certified bargaining representative . . . One such restriction is in a union’s ability to amend or clarify the bargaining unit . . . In this case, the Chapter wants to conduct an internal election to determine if a majority of its members wish to affiliate with another union or become independent. One of the primary problems with this is that, as SERB held in University of Cincinnati, the boundaries of the bargaining unit are fixed by the recognition clause in the labor contract . . . I believe that a change to either another national organization or to an independent local is more than simply a change in affiliation – it is a change in employee organizations . . . In addition, SERB has specifically addressed the situation where a ‘deemed certified’ local organization has attempted to change its national affiliation during the term of a contract and ruled that such a change was a violation of Section 4 (A) . . . The leading case . . . is (called) Mad River . . . However, I would like to examine three additional documents of the CCC/AAUP . . .”

On the 30th, **Ernst Benjamin**, the general secretary of the national AAUP, and **Emil Sattler**, the president of the Ohio Conference AAUP, surprisingly wrote directly to the Chapter membership. They stated, “Welcome back . . . The National AAUP and the Ohio Conference AAUP are committed to working closely with the CCC/AAUP to secure a collective bargaining agreement . . . Already, your bargaining agreement contains faculty rights and protections that are unsurpassed at any community college in Ohio. Your AAUP contract has raised faculty compensation levels at Cuyahoga to among the highest of all two-year institutions in the nation . . . the National AAUP is . . . committed to providing direct assistance to your chapter . . . We are aware at the same time that a number of faculty, some of whom sit on the Executive Committee, continue their active campaign for affiliation with the AFT . . . such a campaign during a bargaining year will only be divisive and potentially damaging . . . we are confident . . . CCC faculty will continue to represent itself in the most professional manner . . . we proposed a schedule of specific services and support to your chapter . . . none of this information nor these offers of assistance has been passed on to you (by your leadership) . . . On a more technical point, faculty should be aware that under Ohio law, an internal preference vote is insufficient to change the affiliation of a certified bargaining unit such as yours at CCC. Change in affiliation can be brought about only by a vote of the membership in an official election administered by SERB during a limited time period immediately prior to the expiration of your current collective bargaining agreement . . . We remain absolutely committed to providing you, your colleagues, and your elected leadership with all the support and assistance necessary . . .”

On September 4, **President Vogel** wrote to **Stephen Finner**, director of the AAUP Collective Bargaining Congress, and invited him to a joint meeting on September 23 with the AFT representative and the Chapter’s legal counsel to discuss election procedures for an election scheduled in October to determine the faculty’s preference for national affiliation.

On the same day, **Susannah Muskovitz**, legal counsel at the Climaco law firm, wrote to **Alan Vogel** and **Paul Lefkowitz** on the “CCC/AAUP Vote.” She wrote, “[I am in receipt of a copy of (1) the Chapter’s Constitution and By-Laws, (2) the

Constitution and By-Laws of the National AAUP, and (3) the Pre-Election Agreement approved by the CCC District Board on September 29, 1977. After review of the above documents, it is my opinion that the affiliation vote contemplated by the Executive Committee of the Chapter would be in violation of the Local Constitution and By-Laws as well as the National AAUP Constitution and By-Laws. Said vote could result in the removal of officers under Article VI of the Local Constitution and By-Laws and could also result in the revocation of the Charter establishing the CCC Chapter of the AAUP, pursuant to Article VII of the National Constitution and By-Laws . . . However, the vote would not violate the Public Employees Collective Bargaining Act, any provisions of the collective bargaining agreement, or any other State or Federal law . . . In addition, with regard to other questions raised by John Rose to Alan Vogel, there are no restrictions on what the ballot should list . . . After a petition is filed . . . SERB would not conduct an election until after the current MOA contract expires . . . an election would postpone negotiations for a minimum of four months, and probably much longer . . .”

On the 13th, the Ad Hoc Committee to Retain AAUP Representation sent a memorandum to the membership signed by twenty-three AAUP members including five past presidents (Professors Masterson, Kendra, Bender, Baker, and Solis).

On the 16th, Stephen Finner of the national AAUP responded to President Vogel’s letter of September 4. Mr. Finner stated, “Since we understand it is your intention that the proposed vote be strictly an unofficial tally of your faculty preference for national affiliation, and since such a vote will have no legal effect on your current affiliation, there is no need for a legal representative from the AAUP to be present at the meeting . . . such an election can in no way substitute for the procedures set forth in Ohio statute and SERB regulations . . . faculty should be informed at the time of the proposed vote that its effect is advisory only.”

On the 17th, Alan Vogel resigned as president of the CCC/AAUP Chapter in a letter to the membership. President Vogel stated, “Recently you received a letter dated August 30 from the National and State AAUP . . . The letter implies that the Executive Committee has been reluctant to transmit information from the AAUP to the membership. I believe the manner in which this statement has been

made is an affront to the entire Executive Committee. I must also object to the manner in which the (National) AAUP presented this letter to the membership without prior notification to the Executive Committee. **Therefore, amongst this and other reasons I am submitting my resignation as the CCC/AAUP President effective September 20th.**”

So ended the presidency of Alan Vogel.

John Ferrara, biology professor, was selected interim Chapter president by the Executive Committee until a November election was held by the membership to fill the unexpired term of past president, Alan Vogel.

The CCC/AFT Steering Committee (Professors Ferrara, Mack, and Mielke) sent a memorandum to the membership notifying them that “Executive Committee Members Threatened With Recall.”

On the 23rd, the “vote for affiliation” planning meeting was held in the Climaco law firm office. In attendance for the AFT were John Ferrara, Lois Mack, and Ernie Mielke of the Executive Committee and Mel Driban of the AFT. In attendance for the CCC/AAUP Chapter were Carolyn Gordon of the Executive Committee, past President Patrick Masterson, and Mark Blum of the national AAUP. The Climaco firm lawyers present included Susannah Muskovitz and David Schnor. The AFT and the AAUP affiliation election was scheduled to be conducted and supervised by the American Arbitration Association. Ballots were to be mailed on October 11 and were to be returned by October 21.

Also on the 23rd, seven members of the Executive Committee (Professors Allen-Jenkins, Sheridan, Rose, Perry, Gordon, Abbott, and Grau) wrote to the AFT backers of the Executive Committee on the “Unconstitutionality of Executive Committee Conduct of a Membership Affiliation/Preference Vote.” They stated, while referencing the Sue Muskovitz September 4 memorandum, that “Consistent with the September 4th opinion of the chapter legal counsel, it is the determination of the above-named executive committee members that the actions taken by the Executive Committee on May 3rd and 17th pertaining to a change in affiliation and a

preference election were **unconstitutional**. These actions were undertaken without chapter legal counsel. Based upon Article VI, paragraph E., a motion will be put forth at our next meeting to declare the May 3rd and 17th affiliation and preference election actions unconstitutional and therefore null and void. Such a motion requires a simple majority for passage.”

On the 25th, the **CCC/AFT Steering Committee** mailed a memorandum to the membership. They stated, “In spite of the misinformation disseminated by the AAUP supporters, your (forthcoming) October election is legal, proper and based on precedence. There have been at least a dozen similar internal elections to change affiliation conducted under Ohio law . . . Desperate people do desperate things! Do not be misled by half-truths and outright misrepresentations! Already these tactics have resulted in the resignation of your President, **Al Vogel**. There is good reason for the AAUP supporters to be desperate; we now have over 200 (two hundred) CCC faculty who have endorsed the change of affiliation to AFT . . .”

On October 2, in an unexpected and surprise complete reversal of their previously held position, **Professors Ferrara, Roman, Gallo, Ghodooshim, and Mack** sent a memorandum to all faculty. It stated, “We have received new information from the AFT and the AAUP that has caused us to reevaluate our previously held position. The new information attained from the AFT and the AAUP leads us to believe that some of our previously held positions and recommendations made to you were based on incomplete and/or wrong information. Based on the above and the renewed sensitivity and expressed commitments of the National AAUP we are withdrawing from our affiliation activities to reaffirm our commitment to the American Association of University Professors.” They listed themselves as former members of the CCC/AFT Steering Committee and current members of the CCC/AAUP Executive Committee.

On the 3rd, the **Ad Hoc Committee to Retain AAUP Representation** (including five past presidents of CCC/AAUP) mailed a memorandum to “All CCC Faculty Regarding Likely Faculty Losses by AFT Tactics” and a 16-point bulletin on “Steps in the Election Procedure by SERB and Ohio Law.” (See **Attachment K-11** entitled **Likely Faculty Losses Caused by AFT tactics.**)

On the 4th, the Executive Committee voted to rescind its previous motion to hold an affiliation election between the AAUP and the AFT.

On the 7th, Professors Ferrara, Roman, Mack, and Ghodooshim sent a letter to all faculty explaining their sound reasons and rationale for withdrawing their support for an affiliation election between the AAUP and the AFT. (See Attachment L-12, “Dear Colleagues.”)

On the 8th, Professor Ernie Mielke, the only remaining member of the CCC/AFT Steering Committee, sent a memorandum to all faculty that was highly critical of his former AFT affiliation colleagues. Professor Mielke stated, “On October 7th, four people who had been openly and highly critical of AAUP, tried to explain their unexplainable actions. They said there was new information from the AFT; there is no new information. They said the National AAUP has a new sensitivity to CCC . . . They said they were not aware of the constitutionality question . . . They said they were not aware of the problems that a change in the make up of the Executive Committee would present . . . As late as September 25th, Larry Roman was promising to filibuster, by reading from his accounting text book, in order to prevent the AAUP supporters on the Executive Committee from stopping the preference election . . . These are not explanations, they are excuses. However, there may be an explanation . . .”

On the 23rd, Ernie Mielke on behalf of the incredibly shrinking AFT Steering Committee sent a letter addressed to “Dear Colleagues.” Professor Mielke observed, “We, the AFT Steering Committee, promised you, the CCC faculty, an election; and so you will have one . . . Let the SERB ‘window’ election campaign begin . . . No more smoke screens and phony issues. The only issue is who will represent the faculty . . .”

As the affiliation storm was occurring, an issue regarding the incoming CCC president was the subject of a PD article. On the 26th, The Plain Dealer noted that in-coming CCC President Jerry Sue Owens suffered a “no confidence” vote during her tenure as president of Lakeland Community College in Minnesota.

Owen Heggs, chair of the CCC Board of Trustees, said, “Nobody feels any different. We don’t believe that it is a matter of any consequence.” **Chairman Heggs** acknowledged that the Board of Trustees did not know about the faculty no-confidence vote and that **Jerry Sue Owens** did not mention it to CCC trustees or the Board’s search committee.

By November 12, the Chapter membership was notified that they must return their ballots for the election of the incoming Chapter president. The candidates included **John Ferrara**, biology professor, **Patrick Masterson**, speech professor and former Chapter president, and **Damon Stakes**, history/political science professor. **Patrick Masterson** was elected and returned to the role of Chapter president.

In December, **President Masterson** wrote to the membership on “Protecting our Bargaining Program.” **Professor Masterson** stated, “[I] must address the affiliation issue with candor and forthrightness, to do less, especially as we begin our Chapter’s collective bargaining process, would be irresponsible.” **Dr. Masterson** noted the recent extensive five-day collective bargaining training provided by the national AAUP with Professor Jeffrey Halpren of Rider College; the special needs in collective bargaining for retiring faculty as well as the importance of counselors and librarians in the collective bargaining unit; and the special SERB and Ohio law requirements for the affiliation question. The memorandum included sixteen clearly explained topics.

On the 12th, **Mark Blum** of the national AAUP submitted a “Preliminary Contract Analysis” to **President Masterson** from Professor **James Hall** of the University of Cincinnati for the Ohio Conference AAUP. **Professor Hall** noted the MOA is “balanced quite well. It is unusually detailed in some areas and rather vague in others. The compensation article is excellent; there are some gaps in health care that the Chapter may wish to pursue.” (See Attachment M-13, Preliminary Contract Analysis.)

Ernie Mielke, a member of the Executive Committee and the driving force behind the unsuccessful AFT affiliation, resigned as chair of the Western Campus Faculty Senate.

1992

In January, **Dr. Jerry Sue Owens** was officially welcomed to Cuyahoga Community College by the CCC/AAUP Chapter. But, the **Executive Committee** noted that **Dr. Owens** had received a “vote of no confidence” from the faculty at Lakewood Community College in Minnesota. Dr. Owens, 44 years of age, began her first year at CCC after serving 7 years as president at Lakewood CC, a small community college of 6,000 students outside St. Paul, Minnesota. She was the fourth of five children from Earlington, Kentucky, and a former English instructor at Triton College. The Chapter leadership was hopeful for a less contentious relationship with the new College president than with her predecessor, but it was not to be.

On the 15th, **Ernie Mielke** from the soon-to-evaporate AFT Steering Committee sent a memorandum to “All Full-Time Faculty on DECEIT AND DISHONOR.” **Professor Mielke** accused Chapter President **Patrick Masterson**, in a December 27th memorandum, “of half-truths and partial information . . . (he) mislead and deceived the CCC faculty . . . absolute, boldfaced lie . . . The end of the world will not happen if we have an election . . . some intentional deception . . . he fails again to provide complete information – again a half-truth . . . If the majority of the faculty want the AAUP to represent the bargaining unit during negotiations, so be it; but, don’t let **Masterson** and his supporters mislead and attempt to intimidate you so that you will be afraid to have an election.” **President Masterson** did not publicly respond to this final AFT salvo from **Ernie Mielke** on the affiliation question. The former University of Illinois football player will be remembered nonetheless as a passionate voice for his beliefs. Thus, the AFT versus AAUP storm ended.

The Chapter was to remain affiliated with the American Association of University Professors. A long and stormy battle, which ran over several years, had finally come to an end. The affiliation question would no longer be an issue for the Chapter leadership or membership.

On February 18, **President Masterson** and several **Executive Committee** members met with new **College President Owens** and selected administrators under the “**Meet & Confer**” provision in the MOA. **The Chapter** presented four ideas for discussion including the Master of Fine Arts degree (faculty with the MFA lacked consistent placement on the salary table), unused Health Care dollars (\$515 thousand), erosion of the bargaining unit membership, and unused PIL dollars. After two hours, the meeting ended with **President Masterson** stating we “called two penalties on the administration for ‘unnecessary roughness and speaking in non-collegial tongue.’”

In March, **President Jerry Sue Owens** mentioned during a “Coffee and Conversation” campus meeting that she would play an active role in the forthcoming MOA collective bargaining negotiations.

Carol Jones, business professor, became the new editor of the AAUP newsletter and published her first edition.

On April 13, the **Chapter** membership received a comprehensive, five-page “**Collective Bargaining Activities and Questionnaire**” from **President Masterson**.

On the 24th, **President Masterson**, via certified mail, notified **Craig Brown** of the Duvin firm and **Frank W. Reis**, vice president of human relations, of the District office of the Chapter’s intent to open the sixth MOA contract negotiations. This action complied with the SERB deadline of May 1.

In May, the **Executive Committee** was notified that **President Jerry Sue Owens** had unexpectedly delayed PIL approvals for the forthcoming academic year.

On the 15th, **Jean Allen-Jenkins**, CCC/AAUP Secretary, provided a summary of the Bargaining Policy Committee’s survey recommendations to **President Masterson** from one hundred and ninety-eight faculty. It included twenty-four recommendations on health care, salary, and workload.

College President **Jerry Sue Owens** informed **President Masterson** that the administrative negotiating team would consist of **Ronald Sobel** (previous interim president after the firing of Dr. Nolen Ellison), and District administrators **Frank William Reis**, **James Prunty**, **Mary Ann Stevenson**, and, of course, Duvin attorney **Craig Brown**.

(**Ronald Sobel**, a tenured sociology faculty member and former dean of instruction and Western Campus president, served smartly and professionally as College president, after the dismissal of **Nolen M. Ellison**. Professor Sobel was the only CCC president to serve within the College as faculty, dean of instruction, District vice president, Western Campus president, and president. An affable and intelligent man with a keen eye for detail and a recognition of politeness and decency in human relations, he was respected and revered by all who worked with him.)

Patrick Masterson selected the 1992 faculty negotiating team with the approval of the Executive Committee. They included the following professors: **Carol Jones** as chief negotiator, **Bob Grau**, **Donna Caretti**, **Barbara Hardiman**, **Jacquelyn Jefferson**, and **John Rose**. **Jones**, **Caretti**, **Jefferson**, and **Masterson** had served on previous negotiating teams while **Rose** had served as a CCC administrator for fifteen years before joining the faculty ranks in 1988. The negotiating team received a superb four-day negotiation “training camp” from **Jeffrey Halpren**, anthropology professor from Rider College, and head of the national AAUP Collective Bargaining Congress. **Professor Halpren’s** diverse and pragmatic ideas, based upon years of successful bargaining, laid the foundation for effective Chapter collective bargaining in the 90s. One negotiator compiled over 40 pages of notes for future reference. Some of **Dr. Halpren’s** cogent ideas included:

- ❑ The first obligation is to the bargaining unit as a whole, not an individual or group of individuals;
- ❑ Always trade what you don’t have and beware the psychology of winning what you had;
- ❑ Develop a philosophical and practical argument for every proposal;
- ❑ The team should disagree to foster thinking in proposal planning, this will drive consensus or agreement;

- The chief negotiator is the single voice at the table, so caucus as needed;
- Communicate to the membership;
- Faculty share a “community of interest”;
- Don’t be in a hurry to settle; build a backlog of “back-burner issues”;
- Don’t give something to remove a proposal, but get something to remove a proposal;
- Establish ground rules and stick to them; one member of the team must take “action minutes” for future reference or arbitration;
- Dissect their (administration) hidden agenda from their real agenda;
- The other side are people with big egos and if you tell someone to “go to hell,” you better be able to send them there;
- The more you resist, the more they’ll accept your compromise; and let the other side have the “last word,” just make sure you can live with it;
- The other side has to respect you, they don’t have to like you;
- Whoever frames the question wins the debate;
- Never get mad, never make threats, and disagree without being disagreeable;
- The core of the contract is “\$\$\$ issues,” stay at the table if you can get more \$\$\$;
- Understand the process of dissecting their proposals and solving their “problem/need” with your counter-proposal; and
- Understand the “industry standard”; and much, much more.

On the 22nd, **President Masterson** received a tersely worded memorandum from **Frank W. Reis**, vice president for human resources and administration, stating, “All communications relative to negotiations should be directed to Mr. **Craig Brown**, College labor counsel. It is not the intent (of the administration) to ‘ignore’ this important College process, and it is hoped that the tone of negotiations is one that allows for common interest of both parties to be addressed.” A cold and unpleasant front was developing in faculty/administrative relations under the new College president.

In June, the **Executive Committee** learned that **President Owens** had unilaterally delayed tenure decisions for eligible faculty.

The **College's** "unrestricted cash reserves" increased from \$18.3 million to \$26.2 million during the first year of Dr. Owen's presidency.

The **College** employed three hundred and ninety-two full-time faculty.

On July 8, the **Chapter** membership received, for the first time in Chapter history, a detailed summary of the comprehensive **CCC/AAUP** bargaining proposals that were taken to the table for negotiations.

The **administration** presented its collective bargaining proposals to the Chapter's negotiating team. **President Masterson** noted that "to borrow a song lyric from Jerry Lee Lewis: 'They will leave you breathless.'" The "**repressive**" administrative proposals included:

- A stronger "management rights" clause;
- The ability to assign teaching faculty to 19 **EQU**s per quarter;
- The reduction of English 101 and 102 to a 1:1 **EQU** ratio;
- The assignment of faculty to multiple campus assignments without consultation;
- The elimination of flexible contract days;
- Part-time pay for all **EQU**s over 45;
- The elimination of the 3.99 **EQU** carry-over;
- The elimination of the Joint Committee for the 300 **EQU** pool;
- The assignment of faculty to a four-quarter contract;
- The elimination of summer pro-rata pay;
- The ability to lay-off tenured faculty and reduce notification time;
- "Ditto" layoff notification for tenure-track faculty;
- The ability to prevent faculty from using sick time to care for an ill child, spouse or parent;
- The ability to grant **PIL**s at the administration's sole discretion;
- The ability to limit mid-year hires from salary step increases;
- The ability to collect royalty money from faculty if any College resource is used to produce any materials;
- A reduction in **CCC/AAUP** released time;

- ❑ A sexual harassment clause which presumes “guilt” by the faculty member;
- ❑ The elimination of any language referring to a governance system;
- ❑ The elimination of the “Meet & Confer” provision;
- ❑ The ability to control whether the Chapter may file a policy grievance;
- ❑ A “zipper” clause (the ultimate management right) eliminating any further topics of discussion; and
- ❑ Zero percent salary table change.

Craig Brown of the Duvin law firm returned for another bravo encore performance in his role as the administration’s chief negotiator. **Carol Jones**, business professor, served as the CCC/AAUP chief negotiator without the benefit of outside legal counsel at the table. **Professor Jones** was the only faculty member to speak at the table on behalf of the Chapter, an important change in table craft from previous negotiating teams. It may have been that the administration, under the new President **Jerry Sue Owens**, sensed an opportunity to take advantage of the surprising and unexpectedly quick return of past Chapter President **Patrick Masterson**, or to “steam roll” the Chapter negotiators without their legal counsel at the table, or to rekindle and exploit the recent faculty disharmony over the affiliation question, or to send a clear signal to the faculty that Dr. **Jerry Sue Owens** will be tougher than the past College president, Dr. **Nolen M. Ellison**. Unfortunately for her, the overconfident new president planted the seeds of widespread faculty discontent with these proposals; and she would reap a bitter harvest in the coming years.

The administrative MOA proposals represented an assault on the role of faculty at the College. Any balance of power existing between the faculty and the administration would be replaced with unilateral, dictatorial power by the administration.

On the 28th, **Professors Jones and Masterson**, in a memorandum to all faculty entitled *An Update On Negotiations With the Administration*, stated, “There appears to be a major philosophical breakdown between our ‘new’ administration and the ‘experienced’ faculty who have dedicated many years to the development of collegiality and participation in the operation of CCC . . . Our ‘new’ administration appears to want to trash much, if not all, faculty participation in any decision-making at

CCC from even the most insignificant of decisions. This antiquated, highly centralized, autocratic, Theory X style of leadership . . . has contributed to the problems American business experienced in the last decade . . . It also seems curious that although the **North Central Association** team specifically recommended **MORE** faculty involvement in governance, the administration has proposed to remove all references to the governance system from the faculty MOA . . . the only Article in our MOA that allows for direct communication between the administration and the faculty leadership, the Meet & Confer Provision, has been **DELETED** in the administration's proposals . . . and to ignore the morale of the loyal, dedicated faculty who have helped build Tri-C into a nationally recognized, urban, multi-campus, progressive, forward-thinking institution . . . We as a faculty are not interested in moving backward . . ." Storm clouds appeared on the horizon.

Also in July, the **College** advertised for three "**Academic Advisors.**" This new position was intended to remain outside the MOA bargaining unit but they would engage in some work done by counseling faculty and covered in the MOA. The **Chapter** was never advised by the administration of these new, advertised job positions. This administrative activity was a clear violation of Ohio Revised Code Section 4117.

On August 7, after having requested a cancellation of the August 4 meeting citing the need for additional time to put their economic package together, the **administrative negotiating team** came to the table with, according to **President Masterson**, "nothing in hand – literally and figuratively!" The proposal included a total wage freeze, zero percent in the first year and no step-increase; and possible second and third year salary/step increases not to be discussed until the zero first-year "offer" was accepted. The proposal portended a cold and turbulent negotiation process and stormy faculty/administration relations.

On the 14th, the **Chapter** filed an "Unfair Labor Practice against the College" in which it "alleges that the **College** refused to bargain over the inclusion in the bargaining unit of the newly created position of 'Academic Advisor.'" The College, in response, filed a motion to defer the dispute to binding arbitration.

On the 25th, the **non-productive negotiations** reached an impasse after several meetings as well as a fruitless attempt at SERB mediation with **Mike Monfils** and **Tony Shields**. The CCC/AAUP presented eleven counter-proposals during eight previous negotiation sessions, while the administration presented zero counter-proposals. **Craig Brown** presented a “take it or leave it” nine-item package to the Chapter’s negotiators in a “demeaning, pedantic manner.” **Carol Jones** politely and professionally rejected the coldly delivered nine-item package.

A **mediation meeting** was scheduled on August 28 with the SERB appointed Fact-Finder **Nels Nelson** to resolve twenty “outstanding” issues. If unresolved in mediation, a fact-finding hearing was scheduled for September 9.

On September 8, for the first time **some progress was made “at the table”** and an agreement was reached on some items: an increase in nursing clinical to classroom (or lecture) ratio of 1: 1 (another reaction of the Ohio Board of Nursing probationary ruling); the acceptance of language requiring a physician’s statement after five consecutive faculty sick days and adding language allowing the use of sick leave to care for an immediate family member; agreeing to a 50 percent cap on Plan D PIL (in exchange for the nursing clinical enhancement of 1: 1); agreeing to a faculty member returning for a full year of work after returning from the PIL/sabbatical along with submitting a written report on the PIL; agreeing to a salary increase of 2 percent, 3 percent, and 3 percent plus step increases; and other minor changes in several articles in the MOA. Other unresolved issues would be taken to fact-finding.

The September **Chapter newsletter**, distributed at Fall Convocation, contained an article by **Carol Jones**, the Chapter’s chief negotiator, on “What Is the Fact-Finding Process?” Also, the newsletter contained “The Cuyahoga Index,” based on the popular and well-known Harper’s Index, a trademark of Harper’s Magazine. The Cuyahoga Index, adapted and compiled by **John Rose**, counseling professor, covered a number of interesting administrative and College economic issues for faculty reflection as they sat in Convocation, listened to President Jerry Sue Owens, and anticipated the forthcoming fact-finding hearing. (See Attachment N-14 entitled **The Cuyahoga Index**.)

The newsletter also contained a message from **President Masterson**: “I think it is safe to say that the media coverage the AAUP has received since impasse was declared has been, in most cases, positive and very helpful in getting the faculty message out to the community leaders. I am sure **Jerry Sue Owens** misjudged the AAUP’s ability to garner so much media attention.”

Also in September, the **fact-finding hearing** was postponed from September 9 to the 26 at the request of **Nels Nelson**. **Dr. Nelson** noted that the large number of unresolved MOA proposals was too much for a fact-finding hearing and ordered mediation instead. After three days of mediation, a process whereby **Dr. Nelson** met with each group separately on each issue to resolve the differences, he informed both sides that his mediated positions on all issues as stated would be identical to the outcomes of any pending fact-finding hearing. Both sides reluctantly accepted the mediated outcome and a tentative sixth MOA settlement was reached by the faculty and administration.

In October, the **CCC/AAUP membership** voted to accept the mediated **contract agreement**. The sixth MOA enhancements included: the ability to use accumulated sick leave to care for an ill child, spouse, or parent but any faculty member who was absent due to illness for a period of five consecutive days or more must provide a certifiable physician’s statement; the ability to retain jury duty earnings rather than submitting these payments to the College; the ability to return to previous rank, step, and grade after a leave of absence without pay; the ability to use travel dollars for professional courses in the faculty member’s field of study; the automatic movement of unresolved formal grievances to the next step, and expedited or streamlined arbitration became available; the nursing faculty clinicals counted as 1: 1 for each clinical hour per week in exchange for limiting PIL Plan D to 50 percent of the eligible sabbatical slots; the salary table increased by 2 percent, 3 percent, and 3 percent along with the step increase, which averaged an additional 3.9 percent for those eligible, and a modest longevity improvement of \$25 at each level; the requirement that the Chapter president must teach, counsel, or function as a librarian for a minimum of 15 EQUs per academic year unless waived by the College; new language creating a Bilateral Joint Committee on Faculty Evaluation; the addition of a \$100 to \$500 flexible spending account contingent upon the preferred health

care plan selected along with itemized coverage added into the MOA; and the creation of a Health Care Cost Containment Committee.

The administration was not successful in achieving these alarming and discordant changes in the MOA:

- ❑ If a complaint of sexual harassment is filed by a student against the faculty, the faculty **SHALL BE PRESUMED** guilty in such cases . . . the faculty member must be prepared to provide clear and convincing evidence of innocence;
- ❑ The administration can take any action it considers necessary and proper to effectuate any management policy without any duty to bargain over its decisions or their effects . . . called the “management rights” clause;
- ❑ The administration will control the contract, eliminate past practice and grievances, limit the CCC/AAUP’s ability to represent its members, and supercede state law on all subjects and matters covered by the contract . . . called the “zipper” clause; and
- ❑ A zero percent pay freeze in the first year and no discussion of the second and third year percents until the zero percent is accepted.

On October 1, the inauguration of Dr. Jerry Sue Owens occurred as the president of CCC even though she had already been at the College for several months.

On the 23rd, the CCC/AAUP filed a policy grievance against the College, in violation of Article II, the Recognition clause, as it pertained to the “Academic Advisors” job posting.

In November, College President Jerry Sue Owens held meetings with constituency groups on each campus to discuss the topic of “shared governance.” The CCC/AAUP leadership was excluded from the meetings. They should have been entitled “limited shared governance.”

1993

On January 29, a **binding arbitration hearing** was held on the issue of **academic advisors** with Hyman Cohen as the impartial arbitrator selected by both parties. Mr. **Nick Linn** of the Duvin firm represented the administration, while **Joseph Hegedus** of the Climaco firm represented the CCC/AAUP. The hearing lasted three hours.

In February, the negotiations reached an impasse between the administration and the new union for CCC staff employees, called "**District 925.**" **Craig Brown** of the Duvin firm, who once again represented the administration in collective bargaining, was reported to say, "Hell will freeze over before this College will give 925 dignity and respect." In a few months, the "**District 925**" union **settled** their first contract negotiations with the administration "just short of fact-finding." Hell had apparently not frozen over.

On the 20th, **The Plain Dealer's Grant Segall** reported, "Ellison Suits Against CCC Are Settled for \$375,000." **Mr. Segall** wrote, "Two years to the day after tangling with the chair of Cuyahoga Community College, former president Nolen M. Ellison settled his lawsuits against the college yesterday . . . The sum is far less than the \$7.75 million he had sought . . . The Ellisons (wife Carol) have ended their long-disputed occupancy of a house owned by CCC in Shaker Heights. The trustees have said they will sell it . . . The new president, Jerry Sue Owens, receives a housing allowance . . . Ellison, 52, a former All-American basketball player, became the nation's youngest college president when he took over Seattle Community College at 31. People at CCC say the charismatic, volatile leader helped to move the college to national prominence in its field . . . An insurance company will pay \$321,535 of the settlement."

In March, the **administration** attempted to hire **academic advisors** in a non-faculty staff position, a direct attempt to undermine the role of non-instructional counseling faculty as covered in the CCC/AAUP Memorandum of Agreement. In response,

the **Chapter** obtained an injunction barring the College from hiring academic advisors.

In April, the **administration** coldly rejected **President Masterson's** recommendations for the redirection of unused faculty travel funds into the Faculty Development Program and the IPD Grants.

On the 2nd, the Chapter submitted post-hearing briefs to **Hyman Cohen** as a follow-up to the January binding arbitration hearing on academic advisors.

In June, the **College's** unrestricted cash reserves increased by 28 percent to \$32,308,000. Unspent FY 1992-93 net fund balances totaled \$4,238,000.

On the 14th, **Hyman Cohen** rendered his **decision on the academic advisors** binding arbitration and ruled in favor of **CCC/AAUP**. **Dr. Cohen** stated, "[In summing up, given the aforementioned considerations, I have concluded that despite the history of non-unit and other unit employees performing limited counseling duties performed by Faculty Counselors, the Union is not precluded from asserting that the work to be performed by Academic Advisors constitutes a violation of Article II of the MOA. Such a violation has been established on the basis of evidentiary record . . . The College is enjoined from assigning the bargaining unit duties of Faculty Counselors to Academic Advisors." **Dr. Jerry Sue Owens** suffered her first setback in her long-range goal to diminish the role and scope of the faculty at Cuyahoga Community College.

On the 29th, **President Masterson** informed the membership of **Hyman Cohen's** favorable decision on academic advisors. **Professor Masterson** stated, "It was through hard work, diligent contract monitoring, and expert testimony provided at the hearing by **Debbie Abbott, Jean-Allen Jenkins, and John Rose**, Counseling Professors, that brought us this outstanding decision."

In August, the **administration** unilaterally proposed a mid-contract, benefit reduction in the faculty health care coverage and then refused to negotiate over the proposed change. In September, the **CCC/AAUP** refused to accept the unilateral administrative changes in faculty health care.

In December, the **administration** adopted the latest management fad called Continuous Quality Improvement or **CQI** and created an Ad Hoc Committee, comprised of administrators and faculty, to address the issue of program managers and preceptors and faculty workload, attempting to take these issues out of the purview of the established governance and union processes.

On the 2nd, **President Masterson** and some Executive Committee faculty met with the **administration** in the **Meet and Confer** format to address areas of mutual concern. **President Masterson** presented recommendations in three areas:

- ❖ Annualize **EMU** assignments on a yearly basis rather than quarterly adjustments;
- ❖ Adopt a 50-minute laboratory guideline as stated by the **OBOR**; and
- ❖ Include off-campus site teaching as part of the regular teaching load.

The **administration** sponsored an interesting continuing education program entitled “How To Remain a Union-Free Facility” as a portion of a seminar entitled “Management Issues: Challenges Facing Long-Term Care Professionals.” The irony was evident to all employees except those individuals responsible for scheduling the non-credit program. Didn’t the College just conclude negotiations in April for the new staff employees union District 925?

1994

In January, the **College** experienced its first substantial quarterly **enrollment decline** in the winter quarter after many years of sustained enrollment growth.

In February, the **Chapter** received an emphatic “NO” from the administration to President Masterson’s three thoughtful recommendations in the recent Meet & Confer.

In March, the College-wide **Academic Affairs Committee** received numerous negative responses to its questionnaire on the topic of converting the **College** from quarters to semesters.

In the spring quarter, the **College** experienced its second consecutive enrollment decline.

In May, the **Board of Trustees** hired a non-union, out-of-county cleaning company and “dumped” its in-county, unionized cleaning company. Less costly, less clean!

In the summer quarter, the **College** experienced its **third consecutive enrollment decline**.

On the 25th, **President Jerry Sue Owens** married Walter Thornton.

In July, Mr. **Robert Reich**, the Secretary of Labor in the Clinton Administration, makes a principled decision by canceling a **College** visit due to the labor unrest within CCC employee groups.

The **Plain Dealer** published a letter from Chapter **President Patrick Masterson** on labor unrest at CCC. **President Masterson** praised **Robert Reich**, the Secretary of Labor with “Reich Right to Skip CCC Visit.” Additionally, the local **Free Times** newspaper mentioned College President **Jerry Sue Thornton** in a column and noted “for being a good steward of taxpayer dollars . . . apparently she doesn’t have any responsibility to be an ethical employer who gives an honest day’s wage for an honest day’s work.”

The **College’s** unrestricted **cash reserves** increased by 29 percent to \$43,265,000. Unspent FY 1993-94 **net fund balances** totaled \$17,412,000.

In August, **John Chiappetta**, chair of the Board of Trustees, admonished **President Masterson** for his letter to **The Plain Dealer** with this comment, “Your action of using the ‘Letter to the Editor’ in the Plain Dealer to address internal College issues does little to establish an environment of collaborative efforts . . . Employees must understand that, whether union or non-union, they must embrace new strategies, new methods of carrying out services, and develop new attitudes on service and meeting customer needs.” **Chairman Chiappetta** went on, “We (the Board) scrupulously monitor the College budget and its expenditures and have taken stringent measures, particularly over the past two years to reduce institutional expenditures, where appropriate.” **Mr. Chiappetta** did not address, or did not comprehend, the downward slide in student enrollments and the steady increase in the College’s unrestricted cash reserves and net fund balances. It was a new twist on an old adage; let’s do less with more.

Dr. Sunil Chand, vice president for academic affairs, publicly denied that he ever suggested the topic of program managers and preceptors and faculty workload could be negotiated. **President Masterson** reminded **Dr. Chand** about his letter to this effect printed in a recent Chapter newsletter!

In the fall quarter, the **College** experienced its **fourth consecutive enrollment** decline.

In September, the **Chapter newsletter** contained six guidelines for **CCC/AAUP committee participation**. It cautioned “that (occasionally) governance or contract committees set up guidelines or make recommendations that inadvertently violate ‘certain terms or conditions of employment’ agreed to by the AAUP and the College; therefore the Executive Committee has instituted the following guidelines for committee participants.” (See **Attachment O-15** entitled **CCC/AAUP Committee Guidelines**.)

In October, the **Chapter newsletter** contained a message from **President Masterson on the forthcoming seventh MOA negotiations**. **President Masterson** stated, “Last April, 1994, the Chapter requested that both parties engage in a

mutual gains approach to negotiations that would exclude attorneys at the bargaining table. In October, six months later, the Chapter repeated its request. **Dr. Thornton** finally responded on October 11, 1994, stating that the administration was still considering the request and that they should respond by the first of the year.” Eventually, **Dr. Thornton** rejected this request and the administration arrived at the bargaining table in 1995 with an unprecedented number of anti-faculty proposals.

The newsletter congratulated **Dr. James Banks**, professor of history on the Western Campus, on his selection as the **1994 Professor of the Year**, an honor presented by the **Carnegie Foundation for the Advancement of Teaching** and administered by the Council for the Advancement and Support of Teaching. The prestigious award was no surprise to his colleagues who acknowledged **Dr. Banks** as a superb teacher and historian.

In November, the Committee on **Academic Affairs**, comprised of fifteen administrators and faculty, made the following public announcement, “The bi-partisan consensus of the Committee on Academic Affairs is to continue on the quarter system.”

In December, **Patricia Gabriel**, librarian professor and the chair of the Joint Faculty Senate Council, reported a College-wide faculty vote on changing the academic calendar with 78 percent preferring the current quarter system instead of the semester system. Sixty percent of eligible faculty voted.

Dr. Sunil Chand, in his role as executive director of the governance committees, rejected the reappointment of **Debbie Abbott**, counseling professor, and **Peggy Roberson**, office administration professor, to the Affirmative Action Governance Committee. Although **Dr. Chand** “accepted” the reappointment of at least a dozen other faculty to various governance committees, he rejected the reappointment of **the only two minority faculty**. The unpleasant and unfortunate matter proceeded to binding arbitration after exhausting all internal remedies.

1995

In the winter quarter, the **College** experienced its **fifth consecutive enrollment decline**.

In February, the **CCC/AAUP** received a response from **College President Jerry Sue Thornton** on the topic of **mutual gains bargaining**, whereby each party would negotiate without outside legal counsel at the table. Her response was “no.” But, **President Thornton** proposed a modified mutual gains bargaining format with their attorney present at the table.

On the 14th, **President Masterson** rejected the administration’s modified mutual gains bargaining as unacceptable after consultation and discussion with the national **AAUP** and **George Buckingham** of the **Federal Mediation and Conciliation Service**, and he noted, “The administration’s bad faith response and attempted manipulation of the mutual gains process to gain an advantage is not the stuff of new beginnings.” The **Chapter** calmly returned to the table without legal counsel as it did in 1992.

In March, the **College was found guilty** of negotiating in bad faith with a former administrator, who was “laid-off” in June of 1992. An eight-person jury awarded the plaintiff \$375,000 for lost wages and \$125,000 for emotional distress.

The **College** announced a new administrative structure in the academic line with 13 new positions. The **deans of instruction** and **division heads** (now called associate/assistant deans) on all campuses received their “lay-off” notices as of June 30, but they could apply for the new positions. Few of these administrators remained with the **College**.

The **administration** announced that the law firm of **Gary Johnson, Balacz, and Angelo** would represent the **College** at the table in the forthcoming negotiations for a seventh MOA. For the first time in many years, **Craig Brown** of **Duvin, Cahn, &**

Bernard did not return as the administrative negotiator. Mr. Johnson's administrative negotiating team included District and campus administrators Mary Ann Stevenson, Alex Johnson, Gloria Moosmann, William Murphy, Peter Ross (a faculty member and one-time Chapter negotiator), Robert Bossar, and James Prunty.

In April, *The Plain Dealer*, in an interview with College President Thornton, quoted her as saying, "This is no longer the day when jobs are for life . . . Instructors are the next step . . ." In two years, Dr. Thornton predicted that "she will cut academic programs."

In the spring quarter, the College experienced its **sixth consecutive enrollment decline**.

On the 18th, *The Plain Dealer* reported, "Cuyahoga Community College is eliminating 35 administrative positions and replacing them with 23 jobs which will carry more responsibility and in some cases less pay. A management study conducted by the CCC Board of Trustees in 1991 concludes the College was top-heavy with administrators." Who knew?

On the 24th, President Thornton announced in a College-wide publication: "It is now time for the President to consider the collective opinion of the College" on the topic of converting the academic calendar from quarters to semesters. She apparently ignored the "no change" recommendation of the faculty/administrative Academic Affairs Committee and the College-wide faculty surveyed by the Joint Faculty Senate Council under Professor/Chair Patricia Gabriel.

President Masterson met with Dr. Thornton on two occasions, April 10 and 27, to discuss the forthcoming **seventh MOA negotiations** and the administration's intention to approach the 1995 negotiations differently from the 1992 negotiations with "mutual respect at the table" and a non-adversarial tone. This hopeful prediction proved to be false.

In May, several former administrators and staff filed suit against the College for “retaliation and/or discrimination” including former long-time financial aid director, Roy Chiles, and dispatcher, Anna DiEgidio.

On the 4th, President Thornton wrote to Chapter President Patrick Masterson: “If we are to work through serious problems, we must begin with a positive attitude and a sense of optimism and trust.” The letter was published in the April/ May Chapter newsletter. This polite and courteous gesture by President Masterson to President Thornton occurred “after listening to Dr. Thornton’s explanation of her quotes being taken out of context with other statements, especially concerning faculty.”

President Masterson wrote to the membership on a JFSC mailing regarding the “Quarters to Semesters Vote.” Professor Masterson reiterated, “A survey distributed to over 1,200 students via the Academic Affairs Committee (which recommended a continuation on the quarter system) in which approximately 70 per cent of the students surveyed preferred the present quarter system and the JFSC vote revealed that 78 percent of faculty preferred the quarter system too.”

The administration failed to respond to President Masterson’s request to open MOA contract negotiations.

The JFSC surveyed the faculty for a second time on the topic of converting from quarters to semesters. Eighty percent of the faculty preferred to remain on quarters with 77 percent of the eligible full-time faculty voting.

In June, President Masterson notified President Thornton that the College must bargain with the CCC/AAUP on any decision to convert the academic calendar. He reminded President Thornton “the Academic Affairs Committee as well as the students and the faculty on two recent votes have all said NO to semesters.”

The national AAUP notified the Chapter that its newsletter, under the editorship of Carol Jones, business professor, had been singled out for an award as an outstanding example of communication to its members. The award was presented

in October at the Ohio AAUP Fall Conference meeting held at the College of Wooster.

In the summer quarter, the College experienced its **seventh consecutive enrollment** decline.

The College's **unrestricted cash reserves** increased by 24 percent to \$53,853,000. **Unspent FY 94-95 net fund balances** totaled \$20,805,000.

On June 21, **College President Thornton** announced during a **CQJ** meeting her intention to recommend to the Board of Trustees, either in July or September, that **CCC change to a semester system** commencing September 1, 1998.

On the 23rd, **President Masterson** reminded **Dr. Thornton** for a second time that “a change to the semester system may only occur through the collective bargaining process because the decision to change to semesters is a mandatory topic of bargaining . . . the AAUP would expect the College to bargain over any decision to change to semesters . . .”

In July, **President Masterson** informed **Frank Reis**, vice president for human resources/personnel, that any forthcoming MOA salary settlement after September 1st would be retroactive since the delay in negotiations was caused by the administration's non-preparedness for collective bargaining.

On the 6th, **President Masterson** wrote to **Dr. Thornton** reiterating “. . . the decision to change from the quarter system to the semester system constitutes a mandatory topic of collective bargaining with the AAUP (and other unions at CCC) . . . it would be inappropriate and, in fact, illegal to deal with any issue in any other forum than formal collective bargaining. Pursuant to R. C. 4117.11, it is an unfair labor practice to by-pass the exclusive bargaining representative and discuss bargainable issues directly with unit members . . .”

On the 10th, Professor **Donna Van Raaphorst**, the JFSC chair, wrote to **Dr. Thornton**. **Professor Van Raaphorst** stated, “. . . it is imperative that I express this

organization's deep sense of disappointment regarding your decision to move from the quarter to the semester system . . . the Joint Faculty Senate Council supports the statement of our collective bargaining agent, the AAUP/CCC . . . The statement reads as follows: 'The AAUP does not endorse or recommend a change to the semester system at Cuyahoga Community College' . . . this organization intends to continue to support the quarter system . . . We do so in the firm belief that it best serves the interests and educational needs of the students we teach and because it reflects a clearly articulated faculty mandate." All CCC faculty received a copy of **Professor Van Raaphorst's** memorandum to the College president.

The growing collegial collaboration between **President Masterson** and **Chair Van Raaphorst** against the academic calendar conversion to semesters marked the apogee of AAUP and JFSC historical cooperation and resolution on behalf of faculty and students. It soon led to a stinging "vote of no confidence" against the presidency of **Jerry Sue Thornton**.

On the 18th, **President Thornton** wrote to **President Masterson**. President Thornton stated, "Thank you for clearly articulating the AAUP's position on semesters. As you know, no actual decision . . . will be made until the College's Board of Trustees pass a resolution . . . In your memorandum you specifically state, 'the decision to change from the quarter system to the semester system constitutes a mandatory topic of collective bargaining.' The College disagrees with your interpretation as stated. It is the College's position that nothing within the Ohio Revised Code 4117.08 impairs the right and responsibility of the College's Board of Trustees to determine matters of inherent managerial policy . . . but (the decision is) also reinforced with Article V., Statement of Board Rights and Responsibilities," in the MOA.

On the 26th, **President Masterson** received another legal opinion from **Susannah Muskovitz**, formerly of the Climaco firm, on the quarter-to-semester issue. **Ms. Muskovitz's** lengthy four-page letter, while citing case law, stated in her second to last paragraph: "With regard to Article V, I have reviewed the language in your 1989 MOA, and do not believe it constitutes a waiver of your right to negotiate regarding this issue. Given the above, it is my preliminary opinion that the AAUP-CCC

consider the following: (1) either file an Unfair Labor Practice charge against the College, or forward another, and more specific letter, to the College stating that you intend to file an ULP charge with more specific rationale underlying the Union's argument; (2) place the issue on the table for negotiations for the subsequent labor contract; and (3) consider filing a grievance. However, I am not recommending that you file a grievance until I have the opportunity to review language in your current labor contract related to this issue."

In August, **President Thornton** officially announced her unilateral decision to switch the CCC academic calendar to semesters in 1998 in spite of the recently clear faculty and student votes to remain on the quarter system. And **Dr. Thornton** coldly insisted that her decision was not negotiable. **President Thornton's** unwillingness to negotiate would lead to increasing acrimony with the faculty.

The **Chapter's negotiating team**, which was returning intact (**Professors Jones, Hardiman, Grau, Caretti, Rose, Masterson, and Jefferson**) from the 1992 negotiations, submitted its comprehensive bargaining proposals to the administration after a lengthy and thorough review and preparation period. In addition, the **Chapter** once again hired **Dr. Richard E. Weber**, a financial analyst with extensive experience in higher education audits. **Dr. Weber** was prepared to testify that the College had approximately \$53 million in unrestricted cash reserves. The bargaining proposals reflected his financial research as well as the recommendations of the **Executive Committee**, the **Bargaining Policy Committee**, the national and state **AAUP**, and various faculty sub-groups. The proposals included:

- ❑ To maintain the current quarter system unless mutually agreed by the **AAUP** and the administration;
- ❑ To maintain a standard 45 **EQUs** per academic year with a minimum of 10 and a maximum of 18 **EQUs** per academic quarter with a maximum 3.99 carry-over – and the part-time salary rate to be paid for any excess **EQUs** over the 3.99 each quarter;
- ❑ To increase laboratory credit from .8: 1 to 1.0: 1;
- ❑ To add language stating that a maximum of 60 percent of the scheduled class sections be taught by bargaining unit members (the **OBOR** recommended

- minimum standard of 60 percent of classes taught by full-time faculty, and 40 percent taught by part-time faculty, was never met by the College when combining all sections together);
- To carry-over any additional faculty EQUs over the 45 EQU standard to the next academic year OR they could be compensated at the part-time rate at the option of the faculty AND any carry-over EQUs should not exceed 12 EQUs per academic year except under exceptional circumstances;
 - To revise large group instruction payment to achieve more equitable compensation in a five-tier payment formula;
 - To compensate faculty with a \$300 per extra preparation payment for any course taught in excess of 8 preparations (excluding summer) as part of regular load;
 - To add language stating attendance at Commencement will equal one “flex” day;
 - To increase and improve sick leave from 150 to 180 days thereby allowing a seriously ill faculty member to recover for one full academic year sick leave from their illness AND eliminate the maximum cap on pay-off of unused sick days at retirement;
 - To modify Plan B – PIL to a 2 quarter absence at 75 percent annual salary and modify Plan C – PIL to a 1 quarter absence at 100 percent annual salary;
 - To improve travel funds to \$500 per faculty per year;
 - To add any unspent travel funds to the bargaining unit member’s fund for the following year and carried over until used by the faculty member or loaned/granted to a colleague OR loaned/granted to a voluntary departmental pool;
 - To revise the salary schedules as noted in Appendices A, B, and C of the Chapter’s bargaining proposals;
 - To replace the Health Care Article in the MOA with entirely new language including “the College agrees to pay 80 percent of the total cost of health care premiums . . . including any increases over the 95-96 rates . . . cost increases will be approved by the College-wide Health Care Committee . . . with the option of electing new plans once a year . . .”;

- To add new language for an STRS Early Retirement Program AND all faculty retiring under this plan each fiscal year to be replaced by tenure-track faculty by the fall of the following academic year;
- To add new language that all textbooks and other teaching materials to be purchased by students shall be selected by departmental faculty AND in the case of TV instruction, instructional materials will be reviewed and approved by departmental faculty prior to use;
- To add new language defining intellectual property and ownership of intellectual property by the faculty member;
- To modify the Faculty Evaluation Procedure Article;
- To modify the Tuition Remission Article for dependent children to the age of 24;
- To add sexual orientation language to the Non-Discrimination Article;
- To modify the language in the Grievance Procedure Article;
- To add PAQ (Position-Analysis Questionnaire) language for Preceptors;
- To add Departmental/Discipline Language for Program Coordinators;
- To modify the Academic Rank Policy language; and
- To add the Family and Medical Leave Act language to the MOA.

On August 7, the first negotiations session were not held even though the MOA contract expired on September 1. The Chapter negotiating team had been prepared to come to the negotiating table on May 8. The administrative negotiating team was lead by their new legal counsel Gary Johnson of the law firm of Johnson, Balacz, and Angelo. Mr. Johnson was appointed to represent the administration by the State of Ohio Attorney General Betty Montgomery. The Chapter team, without legal representation at the table, was comprised of the identical faculty from 1992 with Professor Carol Jones as chief negotiator. Morad Ghodooshim, counseling professor, acted as a special resource to the negotiating team in the area of health care proposals and issues.

Gary Johnson proved to be gruff, confident, well prepared and candid. Carol Jones steered straight to the Chapter's objectives with great care and deliberation.

The administration submitted its troubling, unprecedented, and despotic **anti-faculty proposals**, which included:

- To delete the Membership Obligations Article which recognized the AAUP as the exclusive bargaining agent and grievance representative for the faculty;
- To delete language that gave the AAUP the right to grieve the determination of financial exigency in layoffs;
- To add language that allowed the administration to lay-off tenured faculty by departments;
- To add language to reduce call-back time from five years to two years for retrenched faculty;
- To delete language that allowed faculty to grieve layoffs;
- To reduce the time in the Retrenchment Article from one academic year's notice of layoff to thirty days (the death of tenure);
- To provide Health Care coverage equal only to the non-faculty employee plan;
- To provide HMO optional coverage but with the costs exceeding the general health care plan not to be paid by the College;
- To delete the Flexible Spending Accounts;
- To delete "mutual agreement" Health Care language and mandate management discretion only;
- To reduce Long-Term Disability monthly payment from 70 percent to 50 percent of base salary;
- To add a 12-month limit on disability payments;
- To eliminate summer school pro-rata pay with an unspecified flat dollar rate schedule;
- To delete vested rights language for faculty;
- To delete language that provided protection against discrimination on the basis of marital status;
- To delete the entire section on sexual harassment and replace it with the following – "Romantic and sexual relationships between faculty and students are forbidden";

- To delete language that allowed the Governance Monitoring Committee to evaluate the governance process and make recommendations on its improvement;
- To eliminate the Academic Affairs Committee (which would have jurisdiction over the quarter-to-semester conversion question);
- To add language that allowed for administrative approval of all governance appointments and reappointments;
- To add language that allowed the College to unilaterally convert to semesters;
- To modify language requiring the College to agree before a policy grievance can be filed;
- To modify language to create a permanent panel of arbitrators;
- To add language to have the “losing party” pay in arbitration cases;
- To delete language that recognized tenure as the “most effective means for establishing a climate of academic freedom and professional responsibility”;
- To add language that gave the College the right to grant tenure based on “program needs in the respective program or discipline”;
- To delete language that specified the length of the MOA;
- To modify MOA dates as subsequently agreed;
- To delete language that allowed for challenge of “crisis” financial exigency under the grievance procedure;
- To add new language that stated: “This agreement represents the entire agreement and any rules, regulations, benefits, and practices not specifically itemized in the MOA may be substituted or discontinued at the sole discretion of the employer with no right to grieve or appeal.” This was called the ZIPPER CLAUSE;
- To add new language that stated, “Any subjects that were not negotiated during formal negotiations may not be negotiated during the life of the agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed the MOA and added language that only items that have ‘mutual agreement’ may be negotiated during the term of the MOA.” This was known as a “ZIPPER to the ZIPPER CLAUSE”;

- ❑ To add new language of another category for Indirect Faculty responsibilities under upgrading professional skills, CQI, and applications for technology to teaching and learning;
- ❑ To add new language to allow instructors without a BA to be considered for tenure; and
- ❑ NO proposal for any salary adjustment or increase from the current MOA!

The unpleasantness found in these proposals was almost enough to make the negotiating team long for the good old days of periodic profanity-spiced performances in some previous negotiations. The administrative attitude reflected a complete freeze in faculty/administrative relations and forecasted a confrontational negotiations process.

In the fall quarter, the College experienced its **eighth consecutive enrollment decline**.

Contract negotiations stalled on a frigid plateau after several meetings. The **Chapter membership** received several Bargaining Bulletins with periodic updates of the chilly atmosphere and unachievable movement. **Gary Johnson**, the administration's legal counsel and chief negotiator, was quoted with these timeless and memorable remarks directed to Professor **Carol Jones**. They included:

- ❖ "What's wrong with unemployment?"
- ❖ Laying-off people (faculty) is not unethical . . . sorry it's demeaning to you.
- ❖ The MOA is so restrictive that management can't do what it wants to do.
- ❖ We want to hire and fire them (faculty) at will . . . it's called 'employment at will.'
- ❖ You ought to be working for O.J.
- ❖ I've been doing this too long to listen to this.
- ❖ We're going to change your health care plan come hell or high water.
- ❖ What do we have here, slow learners?
- ❖ We'll all grow really old & gray before the Board accepts your clause on quarters.
- ❖ Long-term disability coverage is an extraordinary benefit not available to most taxpayers in the county.

- ❖ That dog won't hunt.
- ❖ If it will make your heart go pity-pat."

In September, the **faculty** was advised on the continuing limited progress in negotiations and informed that "the administration wants a 30-day layoff notice" for all faculty. Faculty realized that a crucial and pivotal struggle was underway between the administration and "the most important component (the faculty) in the College" to quote **Robert Lewis**, the first chair of the Board of Trustees and the individual recognized as the founder of CCC. Dr. **Jerry Sue Thornton** moved negotiations in a troubling direction, galvanizing the faculty against her presidency.

In October, **The Plain Dealer** reported "CCC Faculty Contract Talks Break Down" as futile negotiations collapsed after ten chilly and intense bargaining sessions. A six-hour mediation session was unsuccessful on the 4th. A mediation session was planned with the mutually agreed-upon fact-finder, **Dr. Harry Graham**.

On the 9th, the **Chapter's negotiating team** declared an impasse was reached in stalled negotiations with the administration after another unproductive five and one-half hour session. The impasse was promptly declared by Professor **Carol Jones** after the CCC/AAUP negotiating team received the following observation from **Gary Johnson**, delivered by the mediator, concerning the Chapter's rejection of the administration's dictatorial proposals on Tenure, Retrenchment, and Reduction-in-Force: "If we can't **F@#K** them (faculty) one way, we will **F@#K** them (faculty) another."

The **negotiating team** began to prepare for the fact-finding hearing scheduled for November 3 and 4. Eleven major issues remained unresolved. A 107-page document was prepared for Dr. Graham along with a 3-inch binder of appendices supporting the Chapter's position on the eleven unresolved issues. The **Chapter membership** received a Bargaining Bulletin update on the 12th with another dictatorial quote from **Gary Johnson**: "Faculty will receive raises, yet still undetermined, only from the date of the MOA signing – there will not be **RETROACTIVE** pay."

On the 18th, AAUP President Masterson and JFSC Chair Van Raaphorst sent a memorandum to Rosemary Jones, District director of research, in which they advised her that “The Priority Setting Strategic Planning Teams replicate various governance committees and are therefore viewed as an attempt to undermine the governance system currently operating in the College . . . the JFSC joins with the AAUP in advising faculty not to serve on any of these committees until questions of their focus (the charge to the committee) are answered.”

The administration filed an unfair labor practice against President Masterson and chief negotiator Carol Jones for reporting to the faculty in a Bargaining Bulletin the “alleged” profane comment from Mr. Gary Johnson as he received news from the mediator of the Chapter’s rejection of his anti-faculty proposals on “Tenure, Retrenchment, and Reduction-in-Force.”

(On the October 24, The Plain Dealer reported the “Medina County commissioners yesterday got rid of their longtime labor lawyer. Commissioners voted 2 to 1 to end the county’s 12-year relationship with Cleveland lawyer Gary Johnson of Johnson, Balacz & Angelo.”)

On the 30th, Mary Burgan, the secretary general of the national AAUP wrote to College President Thornton on the administration’s anti-faculty proposals. Professor Burgan stated, “We are distressed that Cuyahoga Community College, a member of the League of Innovation, would propose this highly disturbing change (related to tenure, retrenchment, reduction-in-force) in the MOA, and would urge that these proposals be withdrawn prior to commencement of the fact-finding proceedings.”

On the 31st, Hale Chatfield, the president of the Ohio Conference of the AAUP, wrote to College President Thornton on the same topic. Professor Chatfield stated, “The College’s proposal to reduce to 30 days the length of notice for terminating all continuously appointed faculty (tenured or tenure-track) is an extreme measure against published AAUP standards and sets a new low for higher education in Ohio.”

President Thornton officially ignored these important comments from national AAUP leaders Mary Burgan and Hale Chatfield, and the administration presented repressive proposals in the fact-finding hearing in their entirety.

In November, Dr. Sunil Chand once again rejected the CCC/AAUP appointments and reappointments to Governance Committees. Additionally, Vice president Chand, the second-ranking administrator in the College behind President Thornton, refused to release the allocation of release-time EQUs to dedicated English, mathematics, and ESL faculty on the Assessment Committee. CCC faculty became alarmingly troubled with these attempts at executive despotism.

On the 2nd, Gary Johnson submitted the administration's pre-hearing statement to Dr. Harry Graham, the SERB fact-finder. It included:

- There were approximately 375 full time faculty;
- Under Retrenchment, Article VII, Section 2 should be amended to provide that when tenured faculty members are laid off because of financial exigency, only the part-time lecturers, full-time lecturers and non-tenured faculty within the affected department have to be laid off first;
- Under Section 4, the Employer proposed that recall rights of employees be reduced from five years to two years to avoid "stale" faculty;
- Under Section 6, the Employer proposed to reduce the layoff notice from one full academic year to thirty days;
- Under Reduction-In-Force, Article VIII - substitute the same provisions for a layoff notice being offered to tenured faculty;
- Increase the salary schedule by three percent each year with step advancement;
- Under Health Care, Article XVIII, the Employer proposed that these employees (faculty) be changed to the health care program covering the other eight hundred employees of the Employer;
- Under Governance, Article XXXI, all appointments to committees and reappointments were subject to Executive Vice president for Academic/Student Affairs' approval;

- Under the same article, a new Section 9 to provide that the Employer had the right, power and authority to convert the present academic quarter system to the semester or other academic year system;
- Under Tenure Policy, Article XXXVII, the Employer proposed that Section 2A be modified to allow for the consideration of “programmic” needs when granting tenure and renewal and non-renewal of non-tenured employees shall be at the sole discretion of the Employer;
- The Employer accepted the CCC/AAUP proposal to increase sick days from 150 to 180;
- The Employer had no objection to an increase in PIL travel, but an increase from 325 dollars to 500 dollars was excessive; and
- The Employer did not believe that the CCC/AAUP proposal on Health Care, Article XVIII was well thought out and, therefore, should not be seriously considered.

In short, under the **administration’s proposal** the faculty would lose traditional tenure without reasonable warning, would lose their right to appoint and reappoint faculty to committees unless approved by the vice president, would be subject to unilateral 30-day termination notices, would lose their option to bargain on the conversion to semesters, and other unacceptable MOA modifications in exchange for a miserly 3 percent annual raise, 30 more sick days, and a “non-excessive increase” in PIL travel! Where’s Bob Barker?

On the November 3, for the first time in the history of CCC/AAUP collective bargaining, which began in 1978, **Dr. Harry Graham** conducted a 12-hour fact-finding hearing after two days of fruitless mediation. The **Chapter negotiators** submitted and explained a 107- page report including a 3- inch separate binder of appendices supporting the CCC/AAUP proposals. In addition, **Professors Jones, Masterson, Grau, Jefferson, Hardiman, Caretti, and Rose** presented thorough oral arguments on all unresolved issues. **Dr. Richard Weber**, the Chapter’s financial analyst and **Professor Morad Ghodooshim** were also present. **Dr. Weber** was a nationally recognized expert on college financial analysis, and a professor of economics and finance at Monmouth College in New Jersey. **Professor Weber’s** analysis noted the unrestricted cash reserves at CCC had increased to \$53,

853,000. Gary Johnson, in order to prevent testimony from Dr. Weber, admitted to Dr. Harry Graham that the College had enough money to meet all the AAUP “demands,” but it was not interested in doing so. After this admission, Dr. Weber was not allowed to testify.

Dr. Graham summarily listed the unresolved issues as: wages, health insurance, lecture-laboratory ratio, 60/40 full to part-time OBOR standard, sick leave, PIL and travel, retrenchment, reduction-in-force, tenure, quarter-to-semester conversion, governance, grievance arbitration, and pre-SERB language.

On December 4, Harry Graham issued his fact-finding award largely in favor the CCC/AAUP positions. Dr. Graham awarded:

- ❑ A wage increase of 4 percent each year with step increases in the three-year MOA noting *“the data show conclusively and without susceptibility of doubt that CCC faculty have steadily and substantially fallen behind their Lakeland CC counterparts”* and an increase in the percentage of faculty eligible for the Ph. D. salary placement;
- ❑ Retroactive wage increases noting *“the proposal of the College with respect to non-retroactivity of wage increases is unusual. It is harsh. No cogent reason was advanced not to make any wage settlement retroactive”*;
- ❑ Maintenance of the Health Care Committee, awarding 400 credits to all faculty, noting “out of pocket” maximums for PPO and “out of network” choices, accepting the administration proposal for a 15 percent cap on its obligation for increased premiums subject to renegotiation when the MOA expired, rejecting the lumping of AAUP coverage with 925 and SEIU agreements noting *“if the bargain of SEIU could bind AAUP it would be the tail wagging the dog”*;
- ❑ No change in lecture/laboratory ratios noting *“there is a great cost to adoption of this proposal of 1: 1,”* but Dr. Graham reduced the non-clinical labs from one hour to 50 minutes;
- ❑ No change in large group instruction;

- No change in the 60/40 full to part-time teaching ratio, even though the negotiators noted this OBOR standard could be found in the Lakeland Community College MOA;
- An increase in sick leave to 180 days thereby allowing critically ill faculty members an absence of one academic year if they possessed sufficient days and increasing the sick-leave buy-out at retirement to 45 days or ¼ of the total days available at retirement;
- An increase in travel and professional improvement funds from \$325 to \$500 and the dedication of such funds to professional improvement and codified the “banking” of funds for three-year intervals;
- Maintenance of the layoff notice at one year and denying the administration’s proposal of 30 days noting *“there is no plausible reason to recommend acceptance of the proposal of the employer on this issue . . . the College is very, very well funded”*;
- Maintenance of the five-year recall period and denying the administration’s proposal of two years;
- Acceptance of the administration’s proposal to reduce faculty by department rather than across-the-board in case of financial exigency;
- Maintenance of reduction-in-force;
- Maintenance of tenure with *“The changes sought by the Employer are major, fundamental, and go the heart of the tenure system in effect at the College. It cannot provide any justification whatsoever for its proposal”*;
- Recommendation of a “reopener” on the question of converting from quarters-to-semester to take effect two years prior to the expiration of the MOA “given the magnitude of the issue”;
- Maintenance of governance noting, *“the proposal of the employer is so unusual as to warrant summary rejection”*;
- Definition of intellectual property rights of faculty;
- Maintenance of grievance arbitration;
- Addition of language which clarified the Faculty Evaluation Procedure; and
- Acceptance of the Chapter’s proposal noting *“no reason exists why the Union should not have recourse to SERB if it regards a particular action of the Employer to constitute both a violation of the MOA and the (Ohio) statute.”*

The **administration was not successful** in achieving the following Draconian changes in the 1995 MOA:

- The “zipper” clause, as was the case in 1992, and the zipper addendum to the “zipper” clause;
- The deletion of CCC/AAUP as the exclusive bargaining agent and grievance representative for all faculty;
- The deletion of language giving the CCC/AAUP the right to grieve the determination of financial exigency in layoffs and deletion of language allowing faculty to grieve layoffs;
- The reduction from one year to 30 days with a notice to lay-off any faculty;
- The addition of language allowing the administration to lay-off tenured faculty by departments and reduce callback time from 5 years to 2 years;
- The deletion of language allowing non-tenured, tenure track faculty to grieve layoffs;
- The deletion of Health Care language on Flexible Spending Accounts and Appendix K and addition of “management discretion” only language;
- The reduction of monthly disability payments from 70 percent to 50 percent of base salary and imposition of a 12-month limitation on disability payments;
- The elimination of summer school pro-rata pay and imposing an unspecified flat rate amount;
- The elimination of any benefits and/or status to which faculty presently had “vested” rights;
- The addition of language requiring CCC/AAUP to receive approval for any and all appointments/reappointments on all governance committees;
- The elimination of tenure as the “most effective means of establishing a climate of freedom and professional responsibility”;
- The addition of language allowing instructors without a minimum of a B.A./B.S. to be considered for faculty employment (tenure);
- The maintenance of 50/50 health care cost sharing AND the capping of the “College’s” portion; and
- No retroactive pay.

Dr. Jerry Sue Thornton suffered the second setback to her presidency with the fact-finder's award being very favorable to the CCC/AAUP proposals.

In December, the CCC/AAUP and the Board of Trustees voted to accept the fact-finding report, which included faculty salary adjustments of 4 percent, 4 percent and 4 percent over the next three years. Also, fifty minute non-clinical labs took effect in winter quarter, 1996. And most importantly, tenure was secured.

The Chapter's membership voted overwhelmingly to accept the seventh MOA with 95 percent approval from a pool of 77 percent casting a ballot. It should be noted that at the same time the Board of Trustees voted to accept the MOA, they approved a 5 percent salary increase for administrators.

Nonetheless, the Chapter concluded its most successful MOA contract negotiations in its history under the leadership of Chapter President Patrick Masterson and chief negotiator, Carol Jones. Unfortunately, the cold and frosty relationship with the administration of Dr. Jerry Sue Thornton was a long way from a warming breeze.

1996

The College employed three hundred eighty-one full-time faculty.

The College experienced its ninth consecutive quarter of enrollment decline. The Board of Trustees approved President Jerry Sue Thornton's 1996-2002 Official College Plan including a student-centered priority to "ensure the class schedule is responsive to student demand."

On January 11, the SERB dismissed an "Unfair Labor Practice" charge filed by the administration's attorney, Gary Johnson, against the CCC/AAUP during the recent contract negotiations with "no probable cause." The College charged

that the CCC/AAUP attempted to interfere in the College's relationship with their legal counsel.

On the 30th, the membership was reminded that **program coordination** duties and responsibilities remained unchanged from 1994-95. A joint AAUP/Administrative Committee was formed to review possible modifications and changes. During this time, faculty did not accept any additional change to the current program coordination duties.

The ratio of **fifty-minute non-clinical laboratory** for each class hour scheduled took effect for the first time.

In February, **College administrators** received their retroactive salary adjustment of 5 percent.

On the 16th, **Dr. Thornton** wrote in her levy campaign message: "Our College's operating costs have continued to grow, primarily fueled by increasing labor costs." Chapter **President Masterson** responded, "Three years ago when labor (faculty) was held to 2 percent, 3 percent, and 3 percent totaling 8 percent, management gave themselves 3 percent, 4 percent, and 5 percent totaling 12 percent. This year labor received 4 percent (from the fact-finder's award) while management gave themselves 5 percent." The **Board of Trustees** awarded **Dr. Thornton** a three-year contract renewal along with a 5 percent increase retroactive to July 1, 1995. The increase raised her salary to \$138,981 and the College also provided President Thornton with a housing allowance during this period of \$34,951.

In March, **President Masterson** of AAUP and **Donna Van Raaphorst** of the JFSC advised all faculty not to serve on any committees exploring the conversion of the academic calendar from quarters to semesters. **Dr. Van Raaphorst** stated, "Given that this is a contractual issue at this point in time, we believe that for us to engage in such a discussion would be unpropitious." **Dr. Masterson** added, "The question of transition from quarters to semesters is part of the Chapter's recently negotiated contract via a reopener clause. It is an unfair labor practice to by-pass the exclusive bargaining representative and discuss bargaining issues directly with unit

members.” **Dr. Sunil Chand** replied, “I must develop planning scenarios at this time, and will proceed to do so.”

Dr. Jerry Sue Thornton delivered the State of the College report, which stated that only 37 percent of the College’s budget went toward instruction. A county replacement levy was announced for the College due to “increasing labor costs.”

In April, the **administration delayed** salary schedule advancement as submitted by the Joint Faculty/Administration Salary Committee in February. The delay was falsely blamed on the CCC/AAUP for not signing the MOA in spite of numerous and uncorrected errors in the ongoing drafts from the College’s attorney.

The **College** experienced its **tenth consecutive quarter of enrollment decline**.

In May, **President Masterson** informed the membership that the **latest MOA draft (the fourth) still contained many errors** not corrected by the administration’s lawyer, **Gary Johnson**, in spite of the Chapter’s dutiful identification of errors. The third draft contained more than forty mistakes. **President Masterson** stated, “So far, Johnson has earned a D in carrying out the ‘corrections assignment,’ however there is hope that the grade will be pulled up.”

On the 31st, the **administration**, through its outside legal counsel **Gary Johnson**, informed the **CCC/AAUP** of its intent **to re-open the MOA** for the sole purpose of negotiating on the conversion from quarters to semesters. The **College’s** notice of intent was filed with the State Employment Relations Board (SERB). This reopener was made possible in 1995 when **Harry Graham’s** Fact-Finding Report recommended a “reopener” on the question of converting from quarters to semesters to take effect two years prior to the expiration of the MOA given the “magnitude of this issue.”

The **Chapter** and the **administration** entered into negotiations on the proposed expansion of duties and responsibilities by **program coordinators**. **John Rose**, counseling professor and formerly division head for business, mathematics and technology, and **Barbara Hardiman**, mathematics professor, fresh from the recent

negotiating team, sat down with **James Smith**, an assistant dean for liberal arts, and **Daniel Hauenstein** of the District human resources office.

In June, the **Chapter newsletter** informed faculty that beginning with the 1996-97 academic year, they would be paid in twenty-two installments instead of the current twenty-one installments. This benefit, negotiated by the Chapter, ensured that faculty would receive two regular pays in both June and September.

Dr. Jerry Sue Thornton and **Robert Bossar**, director of labor relations, contacted President Masterson to explore the possibility of a “**modified mutual gains**” collective bargaining approach to the academic conversion issue.

The **College’s cash and investment portfolio**, or unrestricted cash reserves, then totaled \$58,356,498.

The **College** experienced its **eleventh consecutive quarter of enrollment decline**.

As **College savings** rose, student enrollments fell.

On June 12, the **Chapter** received notification from **SERB** of the administration’s intention to reopen the **MOA** on the topic of a semester conversion with **Gary Johnson** as their attorney. On the 13th, the **Chapter** received a surprising notification from **Thomas Weincek**, another attorney representing the **College** but not from **Gary Johnson’s** law firm, that notice of the **College’s** intent to reopen the **MOA** for the purpose of negotiating the question of conversion to the semester system had been filed with **SERB**.

On the 14th, the **Executive Committee**, as recommended by **President Masterson** and **Professor Jones**, accepted the invitation of **President Thornton** and **Mr. Bossar** to try the mutual gains approach for the conversion negotiations.

On the 21st, the **administration’s negotiating team** (District and campus administrators **Robert Bossar**, **Ron Sobel**, **Alex Johnson**, **Bill Murphy**, **Jim Prunty**, **Tom Schick**, **Peter Vonderau**, **Carol Franklin**, and **Darlene Miller**) **met the**

Chapter's negotiating team (Professors Jones, Masterson, Grau, Rose, Jefferson, Hardiman, and Caretti) at the Marriott Residence Hotel in Independence for a "casual clothes attire" MOA negotiating session on the academic calendar conversion utilizing the modified mutual gains approach.

The administrative negotiating team stated its position: the decision to convert to semesters had been made. Then they briefly presented ten areas in the MOA where "a mathematical impact of a conversion" would occur.

The **Chapter's negotiating team**, with **Carol Jones** as chief negotiator, responded with a courteous and polished philosophical overview of the conversion question and rejected the conversion as not being in the best interests of CCC students. **Professor Jones** cited seven cogent arguments against the conversion. However, the **Chapter** was willing to temporarily put aside its philosophical arguments and pursue a practical discussion if the administration provided the following information, which the AAUP negotiators presumed the administration thoroughly researched in making their decision to convert the academic calendar:

- ❖ Calendar considerations including the specific academic calendar dates; the summer school calendar; and associate degree completion limitations for part-time students;
- ❖ Cost consideration including OBOR subsidies on quarters versus semesters; the cost in dollars of rewriting the curriculum (approximately 1,400 courses); the cost of accreditation review; and sources of funding for conversion and accreditation;
- ❖ The conversion plan including timelines; the conversion EQU pool; the curriculum conversion process, the student-in-progress conversion plan, and relevant OBOR conversion policies and procedures; and
- ❖ Faculty/student considerations including short-term and long-range enrollment and related FTE projections; student – faculty ratios; IFTE projections; instructional models; and student contact hours?

After a long and pregnant moment of silence and some unusual blank stares, the **administration** requested a brief caucus. Upon their return, they informed the

CCC/AAUP that mutual gains would NOT work and we would be hearing from their attorney, Gary Johnson.

It was apparent that their conversion planning for the meeting was “deeply shallow.” Maybe, they should have worn suits.

In July, after three and one-half weeks of **conflicting messages** on which legal counsel would represent the administration, **Thomas J. Weincek** or **Gary C. Johnson**, it was determined that **Mr. Johnson** would present the administration’s proposals for the calendar conversion. The **Chapter’s** request for an extension of the **SERB** timelines was denied by the administration.

On the 26th, Fact-Finder **James Mancini** was mutually selected after a process of single elimination from a list of available fact-finders supplied by **SERB**. At one time, **Mr. Mancini** taught accounting courses on the Eastern Campus as a member of the part-time faculty. A second timeline extension request from the Chapter was denied by the administration.

On the 29th, the **1995-98 MOA** was finally ready for printing and distribution after numerous and untimely delays by the administration. The **administration** canceled the scheduled negotiation session in order to have more time to study the **CCC/AAUP** proposals.

On the 31st, the **administration** summarily rejected the **Chapter’s** proposals. Instead, it offered the faculty only 100 **EQUs** to convert the entire College curriculum of 1,460 courses in over 60 degree programs. This “generous” offer was quickly rejected by the **CCC/AAUP**. The short-lived negotiations collapsed and a fact-finding hearing was scheduled for August 9. A request for a timeline extension from the Chapter was denied for the third time.

In August, the **Chapter** and the **administration** agreed to rollover **current program coordinator’s** duties and responsibilities since no agreement could be reached in this area either. **Professors Rose and Hardiman** continued negotiations separate from

the MOA negotiations on the conversion question, in addition to serving on the conversion negotiating team.

On the 9th, the CCC/Chapter and the administration presented arguments to James Mancini, the mutually agreed upon fact-finder, regarding the conversion of the academic calendar from quarters to semesters. The AAUP position was that the College should remain on the quarter system. The quarter system was in the best interest of CCC students. However, since the reopener MOA clause said the question of conversion, as well as the substance and effects of a conversion had to be negotiated, the negotiators reluctantly presented the Chapter's position regarding the effects on faculty of a conversion to the semester system.

The Chapter's proposals included:

- To add an additional year's layoff notification for faculty due to a projected enrollment decline in case of a calendar conversion;
- To maintain a workload minimum at 10 and maximum at 18 ESUs rather than the 12 ESU minimum as proposed by the administration;
- To establish a 1:1 lecture/laboratory ratio;
- To reduce the calendar to 175 work days for faculty;
- To maintain course preparations at 5 per year, not 8 per year as proposed by the administration;
- To create a conversion pool with adequate release time for faculty to re-write over 1,400 courses;
- To phase-in the workload in a three-year cycle from 24 to 27 to 30 ESUs;
- To modify PIL with Plan A at 50 percent, Plan B at 75 percent and Plan C at 100 percent (replacing Plan D);
- To set summer school maximum pro-rata at 7.5 ESUs regardless of full or partial term with an increase in the full-time cap from 60 to 75 percent;
- To create two additional salary steps, Step 15 and 16 with 1 percent salary increase; and
- To insure a neutral conversion in all other MOA language.

Dr. Jerry Sue Thornton, the College president, appeared as a surprise witness during the eight-hour hearing. She was cross-examined by the faculty. President Thornton testified to having no recollection of the recent Committee on Academic Affairs recommendation or the JFSC survey that the College should remain on the quarter calendar! Even under continual cross examination by the faculty, she assured Mr. Mancini that she did not “recall” the recommendation which took place only a few short months ago in a College-wide committee consisting of both faculty and administrators, who studied the issue and surveyed CCC students. One faculty member commented that Dr. Thornton had a good memory, but it was short. She apparently suffered from an old Latin ailment: *lapsus memoriae*, a lapse of memory.

On the August 17, the Chapter’s negotiating team received James Mancini’s largely unfavorable fact-finding report. Professor Carol Jones, the Chapter’s chief negotiator, characterized Mr. Mancini’s report in this manner, “Mr. Mancini’s lack of understanding and preparedness regarding the issues involved at Tri-C should be noted by the State Employment Relations Board before appointing him as a fact finder in future cases.” He awarded the administration the right to convert the College from quarters to semesters. Additionally, the fact-finder made the following decision:

- CCCs proposal to convert in fall, 1998 - RECOMMENDED;
- Retrenchment - AAUPs request for an additional year - REJECTED;
- Workload - minimum 10 EQUs per semester - REJECTED;
- Lecture/lab at 1:1 - REJECTED;
- Academic calendar adjustment - REJECTED;
- Preparation - maximum of 5 per year - REJECTED;
- An adequate conversion pool to rewrite curriculum - REJECTED;
- Workload phase-in over three years - REJECTED;
- Summer school pro-rata equity and pool increase to 75 percent - REJECTED;
- Compensation incentives - REJECTED;
- PIL Plan B to 75 percent - RECOMMENDED; and
- Unresolved conversion issues to be addressed through the Meet & Confer Article in the MOA - RECOMMENDED.

On the 18th, the negotiating team (Professors Masterson, Jones, Hardiman, Grau, Rose, Jefferson, and Caretti) met to thoroughly review Mr. Mancini's report, and they unanimously recommended rejection of the fact-finder's award to the CCC/AAUP Executive Committee.

The Executive Committee met early in the morning of August 19 to review the negotiating team recommendations and they agreed to recommend rejection of the award. The membership met on the same day to consider the fact-finder's award and cast ballots to accept or reject it.

On the 22nd, the faculty vote was counted with 279 of 362 members casting ballots. In other words, 77 percent of the eligible faculty took the time to vote during their vacation break between the summer session and the fall quarter.

Ninety-eight percent of 279 faculty voted to reject the fact-finder's award. So, the gleeful response by the administration to Mr. Mancini's award was a hollow triumph.

Carol Jones and Pat Masterson informed the administration the CCC/AAUP "is prepared to bargain over the issues that were so seriously misunderstood by the fact-finder in his award and recommendations."

On the 29th, the faculty was advised by the Chapter negotiators, "The administration was proposing to substantially expand the current duties of Program Coordination beyond the scope of a faculty position. Any faculty accepting the voluntary assignment of Program Coordinator should proceed for the Fall Quarter based only on the current P. C. description and duties."

The faculty was encouraged by the AAUP and the JFSC not to participate in any rewriting of the curriculum from quarters to the semester system, or in serving on committees with this non-negotiated objective. Sadly, the AAUP shortly received information that some faculty on each campus were engaging in the curriculum conversion process.

In September, the College experienced its **twelfth consecutive quarter of enrollment decline**.

On the 6th, **President Masterson** received an analysis from **Mark Rock** of the Schwarzwald and Rock law firm on several important questions related to the fact-finding award from **James Mancini** permitting the administration to move to a semester system at CCC. The eight-page letter covered relevant MOA contract language, an overview of State of Ohio law regarding contract negotiations, Ohio statutory case law regarding contract reopeners, application of law and contract language to AAUP – CCC disputes, conclusions and advice, and some final general thoughts.

On the 13th, **Carol Jones**, **Pat Masterson**, and some **AAUP negotiators** met with **College attorneys Gary Johnson** and **Bill Murphy** in an attempt to resolve the semester conversion issue. After a very candid meeting, in which the Chapter restated its position, another session was scheduled for October to continue talking about the conversion issue and its difficult resolution. Meanwhile, a Chapter “source” at the **District office** provided “hearsay” comments to the negotiating team on the recent reaction of executive administrators to the fact-finder hearing/award. The source attributed these comments to various executive administrators:

- “The AAUP presented only ‘facts’ at the hearing;
- Nothing is going to change (the conversion), the administration has won;
- Faculty are ‘idiots’ and they (the administration) have ‘no respect’ for faculty;
- If the levy fails, Dr. Thornton will pursue retrenchment through financial exigency;
- Most of this stuff (conversion), faculty should do as a part of their job, so stop whining; and
- The administration is ‘laughing and crowing with delight’ on their victory.”

In October, **President Masterson** and **Carol Jones** met again with **Gary Johnson** and **Bill Murphy**, College in-house legal counsel, to clearly explain once again the multiple reasons for the overwhelming faculty rejection of the fact-finder’s report.

On the 9th, the Professors **Jones and Masterson** advised the membership of a new administrative proposal. They conveyed, "In a recent administrative communication entitled 'Campus Retention Strategies' faculty have been requested to report student attendance and student mid-term performance. Although the request to report student attendance is a reasonable one, we believe the request to provide mid-term evaluation of students changes the terms and conditions of the current MOA and is subject to negotiations."

On November 7, **Professors Jones and Masterson** called a meeting of the AAUP membership for Wednesday, November 17, on a "NEGOTIATION CRISIS - Quarter/Semesters & Program Coordination." They reported, "In regard to **Program Coordination**, the administration recently presented 17 new 'management style' duties for Program Coordinators without an increase in released time EQU's. Also, the administration suggested that coordination 'arrangements' would be different within the academic groupings – some disciplines would be combined, fewer coordinators would be needed, reassigned time would be much greater for the fewer Program Coordinators, and an exemption would be made by the administration for the coordinators to remain in the MOA bargaining unit even though the faculty would clearly be doing management work."

Additionally, in regard to the conversion dilemma, the **CCC/AAUP** proposed one EQU per credit hour to rewrite the curriculum plus a 1 percent salary increase for each year. The **administration counter-proposed** only 300 EQUs to rewrite the entire curriculum with no increase in salary. The faculty was once again encouraged not to accept any assignment to rewrite curriculum or to participate on any conversion committee.

On the 14th, **President Masterson** wrote to **Bill Murphy**, "The AAUP rejects the administration's proposal presented on October 23, 1996. Further, based upon the discussion at the table on that date, it would seem the question of conversion would be best dealt with in the forthcoming 1998 negotiations."

On the 22nd, **President Jerry Sue Thornton** responded to **Professor Masterson's** memorandum of the 14th. **Dr. Thornton** stated, "The conversion will be effective Fall 1998 . . . two of the recommendations (fact-finder's) will now be implemented. These are the creation of the Semester Conversion Committee and the assignment of 150 EQU's for conversion purposes. The SCC shall consist of nine faculty . . . the AAUP may appoint five members . . . the JFSC may appoint four members . . . they shall be allocated a total of 45 EQU's released time . . . (the SCC) will be formed on January 2, 1997 . . . In addition, a pool of 150 EQU's will be made available for the Winter Quarter, 1997 to faculty members for work on the conversion process . . ." It was clear that **Dr. Thornton** had drawn her line in the sand.

On the 25th, **Carol Jones** and **Patrick Masterson** wrote the membership on the Quarter/Semester Conversion. They stated, "On Friday, November 22, Dr. Jerry Sue Thornton unilaterally announced that she will move the College to the academic semester system . . . the AAUP would nevertheless be willing, under appropriate circumstances, to consider a change if it was done properly . . . faculty would need appropriate released time . . . Dr. Thornton apparently thinks otherwise! . . . She has rejected the idea of providing adequate released time . . . According to our MOA, faculty are NOT required to write curriculum . . . Article V, Nos. 7 and 8, page 6, give the Board (of Trustees) the responsibility for curriculum . . . **DO NOT AGREE TO REWRITE CURRICULUM . . . DO NOT AGREE TO SERVE ON ANY CONVERSIO COMMITTEES.**"

On December 6, **Donna Van Raaphorst** and **Patrick Masterson** of JFSC and CCC/AAUP informed **Dr. Sunil Chand** and all faculty "The JFSC and AAUP will not appoint, recommend, nor sanction faculty service on any semester conversion committee. In addition, the JFSC and AAUP will advise all faculty not to serve or participate on any such committees nor support any semester conversion efforts by the administration." The faculty leadership had drawn their line in the sand.

Also on the 6th, the JFSC chair, **Professor Donna Van Raaphorst** addressed the **Board of Trustees** on the troubling conversion question. She stated, "We stand before you to appeal against the conversion from the quarter to the semester system. Our expressed concerns, presented in a plethora of ways to the administration, have

been either ignored or distorted.” **President Thornton** replied that she believed “the faculty are split” on the conversion issue. She went on to say that some faculty members had already begun rewriting curriculum informally. Unfortunately, this was true. Some faculty accepted “under the table” **EQUs**, thereby undermining the **CCC/AAUP** and the **JFSC** leadership and dishonoring themselves and their colleagues.

On the 23rd, **The Plain Dealer** published a letter to the editor from **John Rose**, chair of the **Eastern Campus Faculty Senate** and member of the negotiating team and the **Executive Committee**, entitled “**CCC Calendar At Odds With Mission.**” The letter responded to **The Plain Dealer** editorial on the 13th entitled “**CCC’s New Calendar**” in support of **Dr. Thornton’s** unilateral decision to switch the College to semesters. **Professor Rose’s** letter was prominently displayed as the lead letter on the editorial page. (Unfortunately, the hand-written letter, converted to typeset by the **PD** editorial department, contained an error in the fourth paragraph, first sentence, where the sixth word should be “change, not charge.”) (See **Attachment P-16** entitled **CCC Calendar At Odds With Mission.**)

Program coordination duties and responsibilities were rolled-over once again for the winter quarter while negotiations dragged on.

1997

In January, the College experienced its thirteenth consecutive quarter of enrollment decline. In the **AAUP** newsletter, editor **Carol Jones**, the chief negotiator for the **MOA**, suggested fifteen ideas for improving enrollment. Unfortunately, the recommendations were disregarded by the administration.

The annual budget for the **Joint Faculty Senate Council and the Metro, Western, and Eastern Faculty Senate(s)** was surprisingly and unexpectedly reduced from \$3,800 to \$3,200 by **Dr. Sunil Chand**, executive vice president.

Dr. Sunil Chand harshly announced that the curriculum would be converted to semesters with or without faculty participation.

The College employed three hundred seventy one full time faculty.

On the 2nd, the AAUP and the JFSC leadership jointly distributed three comprehensive documents to the entire faculty:

- ❖ Information for counterparts chairs including seven detailed questions and answers on the curriculum conversion dilemma;
- ❖ The semester conversion impact on students; and
- ❖ The semester conversion impact on faculty.

The JFSC, with the support and encouragement of the CCC/AAUP, had discussed and approved holding a non-binding vote of no confidence against the College president. A vote of no confidence was the strongest message a faculty could send to a president, the Board of Trustees, the community, and the students of the College. On the 16th, the JFSC, under the leadership of Professor Donna Van Raaphorst and the Faculty Senate chairs from the Metro, Western, and Eastern Campuses, conducted a “Vote of No Confidence” against College President Jerry Sue Thornton. On the first day of balloting, approximately 100 faculty attended an off-campus, two-hour JFSC meeting in the midst of a cold and bitter January blizzard, listened to detailed presentations by Professor Donna Van Raaphorst, JFSC chair and Professor John Rose, the Eastern Campus Faculty Senate chair, and cast ballots. The PD covered the meeting and soon thereafter it published its summary. Voting by the faculty on all campuses continued for several days with ballots counted on Friday, January 24. Eventually, 277 faculty voted with 237 selecting *“I have no confidence in Dr. Jerry Sue Thornton’s leadership at Cuyahoga Community College.”* This professional gesture of defiance was intended to send a clear message to Dr. Thornton and the Board of Trustees by the JFSC leadership under Professors Donna Van Raaphorst, history, John Rose, counseling, Pamela Hardman, English, and Ellie Adams, philosophy.

Shortly thereafter, the chair of the Trustees, the Reverend Hilton Smith, wrote to Professors Van Raaphorst and Masterson: "The Trustees confirm their confidence in the leadership of its College President, Dr. Jerry Sue Thornton, and empowers her to conduct the administration of Cuyahoga Community College." Chair Hilton concluded, "Finally, through our Lord and Savior Jesus Christ, let us work together in a spiritual manner for the betterment of our Students and College." This unusual closing to his letter impolitely ignored the religious beliefs of non-Christians employed by the College and the College's public, tax-supported status.

On the 17th, The Plain Dealer published a letter to the editor from Pamela Hardman, English professor and chair of the Faculty Senate on the Western Campus, entitled "CCC Schedule Cuts Access, Options." Dr. Hardman's letter was prominently displayed on the editorial page. (See Attachment Q-17 entitled CCC Schedule Cuts Access, Options.)

On the 23rd, the Board of Trustees of Cuyahoga Community College officially approved the conversion of the academic calendar from quarters to semesters effective Fall, 1998.

On the 25th, The Plain Dealer contained an article entitled "Professors' Vote Rebukes President." It stated, "The underlying cause is the way (President) Thornton has treated faculty for the last five years on a host of governance issues" according to JFSC Chair Donna Van Raaphorst.

On the 26th, a nationwide Associated Press article in The Plain Dealer reported that CCC "College President Loses Faculty Vote." The AP reported, "More than three-quarters of the faculty of CCC have voted for a resolution of no confidence that criticizes President Jerry Sue Thornton. The nonbinding resolution, approved by 237 of the 277 full time faculty members at the largest two-year college in Ohio, is to be sent to the college's trustees. Thornton said after the vote, 'my door is always open. It has always been open.' Thornton, who has an unlisted home telephone, could not be reached for additional comment. A call to her office after regular business hours went unanswered."

On the 31st, **The Plain Dealer's** lead editorial was called "**Confidence Games.**" It began, "The **CCC faculty's** pouting over change to semesters should not lead to a blot on **President Thornton's** record. **Thornton** has generally won good marks for her stewardship (but) . . . When three-fourths of a college's faculty say it has no confidence in its leader, however, troubling questions are raised that should be addressed . . ." This vote of no confidence was the third setback in the presidential career of **Dr. Jerry Sue Thornton** in her relations with the **CCC** faculty.

On February 1, **The News-Herald**, the primary newspaper in **Lake County**, contained a lead editorial critical of the **CCC** faculty's vote of no confidence entitled "**Tri-C Faculty Wrong in Vote of No Confidence.**" In response, **Dr. Gary Law**, marketing professor, submitted a rebuttal letter to the editor, which the **N-H** subsequently published. A copy of **Dr. Law's** letter was unfortunately not found in the **AAUP** files.

On the 6th, **Carol Jones** and **Patrick Masterson** sent a memorandum to "**All CCC/AAUP Faculty**" noting "Your **AAUP** leadership will be meeting with the College leadership in the next few weeks to constructively discuss the conversion of the academic calendar."

(The conversion battle was lost once the **Board of Trustees** voted on January 23 to change the academic calendar from quarters to semesters. In the words of **Martin Van Buren**, past President of the **United States**, "To yield to necessity is the real triumph of reason and strength of mind.")

Shortly thereafter, **Carol Jones**, reluctantly stepped-down as chief negotiator for "personal family-related health reasons" and **John Rose**, counseling professor, stepped-in as the chief negotiator on the semester conversion dilemma. The negotiating team changed slightly with the addition of **Morad Ghodooshim**, counseling professor.

On the 10th, **Community College Week** published an extensive article entitled "Cuyahoga Governance Quarrel Raises Familiar Themes - Faculty Use of No Confidence Vote Questioned."

On February 21, the CCC/AAUP negotiating team (Professors Rose, Masterson, Jefferson, Grau, Hardiman, Caretti, and Ghodooshim) attended a private dinner meeting at the invitation of Dr. Jerry Sue Thornton to determine “how the parties could constructively address the quarter/semester conversion and develop a positive approach to future collective bargaining.” At the three-hour dinner meeting, the College administrators present included Dr. Jerry Sue Thornton and many District vice presidents and campus presidents including Chand, Reis, Harper, Pontillo, Sobel, Simpson, and Human Resources Director Hauenstein. Legal counsel for the administration was not present. The entire Chapter negotiating team was present as well. Dr. Thornton spoke for the administration while Professor Rose spoke for the faculty.

The dinner topics included the forthcoming use of Meet & Confer to address the multiple conversion questions raised by faculty over the last year and the unacceptably troubling and harsh collective bargaining proposals submitted at the table in 1992 and 1995, specifically, the administrative proposals attempting to remove tenure for CCC faculty. It was made clear to College President Thornton that the overwhelming “Vote of No Confidence” involved multiple faculty MOA and governance issues from the AAUP and the JFSC and not solely the conversion question. The meeting seemed to clear the air and possibly brokered a fresh beginning between the administration and the faculty.

On the 25th, President Masterson and Professor Rose informed the faculty of the recent dinner meeting with President Thornton and her administrators: “The topics of discussion centered on how the parties could constructively address the quarter/semester conversion and develop a positive approach to future collective bargaining. The discussion was frank . . .”

In March, the Chapter negotiators and the administrative negotiators, through the Meet & Confer provision in the MOA, met successfully and without legal counsel at the table and hammered out a set of acceptable MOA proposals affecting the transition /impact from quarters to semesters and thankfully reversed many of the awards from Fact-Finder James Mancini. Dr. Jerry Sue Thornton, for the only time

in her presidency, attended a portion of the negotiations session; and after a long administrative caucus, an acceptable set of proposals was crafted at the table.

On the 19th, the CCC/AAUP **Executive Committee** voted to accept the MOA proposals/agreements on the conversion to semesters; and the membership, by a majority vote, also accepted the proposals. The **semester conversion language** included:

- **Transition EQUs** (in the current MOA): 300 EQUs for conversion work provided to the faculty in 1996-97, 45 EQUs for the Semester Conversion Committee consisting of nine faculty in 1996-97; 455 EQUs for the upcoming conversion/implementation work provided to the faculty in 1997-98; and 45 EQUs for the SCC work in 1997-98; and all curriculum revisions to be reviewed by each faculty counterparts group.
- **Impact Items** (next MOA in 98-01): A **neutral conversion** of MOA contract language included 45 teaching EQUs to 30 teaching ESUs; a minimum teaching load of 10 ESUs and a maximum of 18 ESUs per academic semester; a maximum of three and no more than five preparations per academic year; the 3.99 EQU carry-over converted to 3.0 ESU carry-over; the English 101 (1010) and 102 (1020) equated at 1.2 ESUs; the non-clinical labs equated at .80 ESUs and nursing clinical labs equated at 1.0 ESUs; and the academic calendar of 36 weeks or 180 days between August 1 and May 31.
- **Five Paid Holidays**: Faculty received five additional paid holidays included in the 180 days rather than an increase in on-campus flex or mandatory days.
- **Retrenchment Protection**: The College would not retrench faculty if the retrenchment was directly caused by conversion to semesters. The Meet & Confer Provision in the MOA would be utilized as needed in this regard.

This **negotiated settlement** with the administration reflected noteworthy or significant improvements from the fact-finder's report and the administrative proposals in the summer of 1996. These significant improvements included:

- 800 to 845 EQUs for faculty semester conversion work rather than 195 EQUs;
- 10 to 18 teaching ESUs minimum/maximum with 3 to 5 preparations rather than 12 to 18 teaching ESUs minimum/maximum with 3 to 6 preparations;
- Five paid holidays rather than five flex/mandatory days since the conversion had two finals weeks rather than three finals weeks under the quarter system;
- Additional retrenchment protection;
- A neutral conversion in all other contract language; and
- The continued use of Meet & Confer to discuss further MOA modifications.

On the 21st, the faculty voted to accept the proposed MOA settlement on the conversion from quarters to semesters.

On the 31st, Professors Rose and Masterson sent a memorandum to “All CCC/AAUP Faculty on the Semester Conversion” outlining the details of the settlement. The Semester Conversion Committee included nine faculty: Professors Beverly Diegelman, counseling, Jane Erickson, nursing, Don Jelfo, history/political science, Barbara Hardiman, mathematics, Colleen Lloyd, English, Theresa Offenberger, medical assisting, Terri Pope, biology, Vicki Vorell, accounting, and Roxanne Urvan, radiologic technology.

In the April Chapter newsletter, President Masterson addressed the faculty regarding the CCC/AAUP membership vote to accept the conversion to semesters. Professor Masterson said, “The faculty, by a majority vote, have accepted the administration’s proposal affecting the conversion from quarters to semesters as presented at the March 19th Chapter meeting. Although it seems in our students’ best interest to remain on the quarter system, such a position was no longer tenable at the bargaining table. Both parties had to accept a compromise.” Once the Board of Trustees changed the academic calendar in converting the College to semesters, the CCC/AAUP acted quickly and professionally to represent the collective bargaining interests of faculty.

An **Academic Affairs (Semester) Conversion Committee** was jointly established and co-chaired by **Barbara Hardiman**, mathematics professor and AAUP negotiator, and **Lawrence J. Simpson**, Eastern Campus president, to complete and refine the conversion of all courses and sequences from quarters to semesters. The **AACC** was comprised of nine faculty along with all academic deans and assistant deans. In addition, approximately 85 other faculty, acting as discipline leaders, worked with the **AACC** to complete and refine the course and degree(s) conversion. Beginning in the summer session, and continuing until at least the end of fall quarter, **Vicki Vorell**, accounting professor, acted as Curriculum Conversion Coordinator with full leadership responsibilities and **Beverly Diegelman**, counseling professor, assisted **Professor Vorell** in this complicated and challenging process. (See Attachment R-18 entitled **CCC Quarter-to-Semesters Conversion Committee Structure**.)

This was **the second time** the College changed its academic calendar. In 1968, the College converted the calendar and curriculum from semesters to quarters.

In June, the Chapter newsletter was published with **Carolyn Platt**, English professor, as its new editor.

On the 12th, the **National AAUP Assembly of State Conferences** at its annual meeting in Berkeley, California, presented the **Outstanding Chapter Newsletter Award** to the Cuyahoga Community College Chapter of the AAUP for its exemplary model of journalistic excellence to its membership through the publication of the Chapter newsletter, the *AAUP Communiqué*. This national award was a reflection of the tireless work of **Carol Jones**, business professor, in her recent role as newsletter editor.

In July, **the administration** and the **CCC/AAUP** were unable to “come to a mutually satisfactory agreement” on **program coordination**. The administration withdrew its management-oriented proposals and rejected the latest and final Chapter counter-proposals.

In the **Chapter newsletter** an article by **John Rose** summarized the recently concluded program coordination negotiations. He reported, "The **AAUP** negotiators proposed uniform and reasonable duties with equitable compensation while maintaining the position of faculty autonomy. During our numerous meetings over several months, proposals and counter-proposals flowed. What emerged is a philosophical and practical difference about the nature and purpose of program coordination. In the end we were not able to resolve our differences." Faculty maintained their current level of eleven specific program coordination duties as a **voluntary activity**. The administration soon hired assistant/associate deans in the instructional divisions responsible for thirty-six additional or expanded management duties.

In September, with the beginning of fall quarter, **College-wide enrollments** fell to 21,072 students from 26,621 since the fall of 1993, a loss of 5,549 students; while **unrestricted College funds** increased from \$32,308,000 to \$60,848,000, an increase of \$28,540,000. It appeared that more money equaled fewer students.

In October, **President Masterson** mentioned in the Chapter newsletter, "**Dr. Jerry Sue Thornton**, on several occasions, has stated that it is her desire to change the combative nature of negotiations at CCC. Spring 1998 negotiations will provide the litmus test for her words." A great thaw was now underway in the relationship between **Dr. Thornton** and the faculty.

The **AAUP** and the **administration** met on proposed health care changes including the prescription plan, dental plan, FSA, Medical Mutual Plan, CIGNA DPP Plan, and Kaiser Plan. Refreshingly, there was a positive give and take climate. A special faculty meeting was held to review the proposed health care changes, and a majority vote of the **AAUP** members present approved the changes.

The Chapter newsletter noted that the **College** had not hired any new full-time counseling faculty since 1993. It stated, "In this semester conversion year, one in which effective student counseling is vital, CCC is down seven full-time counselors college-wide from the 1993 number."

In November, several English and mathematics faculty traveled to Greenville Tech in Greenville, South Carolina, to observe the “workings of the Kaplan program,” a developmental education program strongly suggested for adoption at CCC by Vice president **Sunil Chand** and other District office administrators. **Marge Geiger**, English professor and chair of the Eastern Campus Faculty Senate, after her visit to Greenville Tech stated, “Kaplan certainly is a backwards move for us and our students at Tri-C.” The CCC administration fortunately did not adopt the **Kaplan program**.

In December, **the newsletter** reported the recent long-awaited arbitrator’s decision on the faculty work requirement after returning from **PIL**. The arbitrator ruled that a faculty member returning from **PIL** owes one year of service before retirement. This unpopular decision was nevertheless binding.

The newsletter also conveyed that the **AAUP** was founded in 1915 by 250 professors gathered in New York City. They elected **John Dewey**, American educator and philosopher, as their first president. He said, “As to why I am a member of the teacher’s union, the query comes to mind. Why should I not be? I find that teachers have to pay their bills just the same as everybody else. I find that the respect in which they individually and collectively are held in the community is closely associated with the degree of economic independence which they enjoy.”

A Clearing Sky

1998-2006

Preface

After almost **20 years of bitter tension** between the faculty and the administration, the years 1998 to 2006 saw the emergence of a more pleasant atmosphere and the lessening of polarized opposition. The era of storms and turbulence finally subsided thanks to the hard work, drive, and spirited voice of faculty leadership. This calmer era saw a noticeable improvement in the collective bargaining atmosphere. There would be some small bumps in the road, but, by and large, this era was more collegial and less confrontational.

Dr. Patrick Masterson continued to successfully guide the CCC/AAUP Chapter with great care and deliberation into calmer conditions in the eighth, ninth, and tenth MOA contract negotiations in 1998, 2001, and 2004. **Professor Masterson** demonstrated the energy, heart, and patience to build a less contentious and more profitable relationship with the administration of **Dr. Jerry Sue Thornton**. **Professor Masterson** stepped down as Chapter president in 2006 after almost two decades of unique and consistent leadership.

The **1998 negotiations** resembled previous negotiations in the glacial pace of successful movement at the table and the need for mediation and fact-finding, while the SERB process unexpectedly ended in a cancelled fact-finder hearing by **Hyman Cohen**. At his request, the CCC/AAUP and the administration successfully returned to the table to hammer-out an acceptable eighth Memorandum of Agreement. The College's legal counsel, **Thomas Weincek**, arrived at negotiations with a polite and professional demeanor in place of the needless profanity and threatening behaviors of some previous administrative negotiators. This occurrence was a pleasant change indeed.

The **2001 negotiations** presented another positive experience in CCC/AAUP collective bargaining history when the administration offered, for the first time, to bargain “only on economic (compensation) issues” and put aside their previously impractical and alarming non-economic proposals such as the elimination of tenure, the removal of MOA governance committees, the end of Meet & Confer to solve mid-contract issues, and other unnecessary proposals.

The **2004 negotiations** were similar in fashion to 2001 with compensation and economic issues as the primary areas of negotiation in a polite and collegial atmosphere. However, the Chapter submitted an important, yet unsuccessful, proposal on reducing the length of the academic calendar from 180 to 160 days. And some changes to the MOA were forthcoming in the area of faculty evaluations.

The **themes of cooperation and collaboration** emerged between the Chapter and the administration. A peaceful truce with dialogue replaced a hostile fight with animosity.

But a **darkening storm cloud** appeared on the horizon and it lingers to the present day. It took the ever-changing shape of skyrocketing and unpredictable health care costs for all employee groups, not only the CCC/AAUP. It would not soon disappear.

The issue of “**domestic partner benefits**” would be satisfactorily addressed during this era.

The **events and issues** experienced by the Chapter in this era were mild and modest when compared to previous eras. The Memorandum of Agreement was fully mature and it represented a strong, complex, and detailed model of a collective bargaining agreement. By the end of the 2004 negotiations, this well-balanced faculty contract generally met the needs of the faculty as a whole.

But, some important issues remained to be addressed in future Memoranda of Agreement: the need for a comprehensive lecture/laboratory ratio of 1: 1; the slow and steady decline in the number of full-time faculty positions; the ever-changing middle and executive management administrators without any MOA knowledge and institutional memory/history; the cost of affiliation and membership in the national and state AAUP versus “ a reasonable return on our dollar investment”; the modest proportion of total CCC dollars funneled directly to instruction versus other areas when viewed in the budget as a whole; the large number of part-time faculty and the continuing failure of the administration to meet the suggested OBOR full to part-time teaching standard of 60/40; the ever-changing and unpredictable on-going relationship between the JFSC, the campus Faculty Senate(s), and the CCC/AAUP; the expanding role of distance learning at the expense of campus-based instruction; and the need for due diligence in MOA contract monitoring by all faculty, not just by the Chapter leadership.

1998

On January 8, **Frank Reis**, executive vice president, wrote to **President Masterson** on the “Upcoming Negotiation with AAUP.” **Dr. Reis** stated, “Be assured that the College remains interested in early negotiations and formally recommends initiating such discussions in the latter half of March . . . The College’s Chief Negotiator . . . will be Mr. **Thomas Weincek** . . . The **Board of Trustees** and the College’s administration are pleased with the Attorney General’s decision to appoint **Mr. Weincek** in this role . . . The College firmly believes that Tom’s approach to negotiations and the respect he demonstrates to labor representatives will help the parties build upon the productive and non-confrontational discussions the parties held in 1997 on both semester conversion and program coordinators.” **Tom Weincek**, a shrewd negotiator and imposing physical presence, demonstrated a skill in packaging administrative proposals in a unique manner. **Dr. Reis’** prediction was accurate; the administration engaged in less confrontational tactics and techniques, but the process was still cumbersome and problematic.

In March, **President Patrick Masterson** informed the faculty that the MOA negotiating team would be comprised of the same faculty team as in 1992, 1995, and 1997: **Professor Carol Jones** as chief negotiator, and **Professors Pat Masterson, John Rose, Jacquelyn Jefferson, Robert Grau, Donna Caretti, and Barbara Hardiman.**

On the 16th, **Dan Hauenstein**, District director of labor/employee relations, wrote to **President Masterson** regarding the AAUP's request for "... financial data related to the remuneration packages of the College's respective Executive Vice Presidents ... it is the College's position that financial data related to specific individual employees of the College is not germane to collective bargaining between the parties ... (your request) will be incorporated into the data on a macro level ... at an appropriate time."

In April, **President Masterson** informed the administration that CCC/AAUP was ready to begin the eighth MOA collective bargaining negotiation.

On the 27th, **President Masterson** wrote to **Dan Hauenstein** on the recently advertised position of Coordinator II, "It seems like this is déjà vu all over again to paraphrase *Yogi Berra*. The AAUP took a similar matter to arbitration in 1993. The arbitrator's award (in favor of the Chapter) ... It seems quite clear that the College was enjoined from assigning bargaining unit work of counselors (non-instructional faculty) to non-bargaining unit members – staff. How is this case any different?"

The **Chapter newsletter** reminded faculty that the three-year "roll-over for unspent travel expenses," currently at \$500 per year, which can be rolled-over in a three-year cycle to \$1500, began in 1990. If faculty were hired after 1990, they should count their years in groups of three from their original date of hire.

The negotiating team received data analysis from the Bargaining Policy Committee, chaired by John Ferrara, former interim Chapter president, based upon a comprehensive faculty survey. Simultaneously, the national AAUP provided a

“negotiating team tune-up” with **Jeffrey Halpren** from Rider College and **Patrick Shaw**, an AAUP lawyer from the Collective Bargaining Congress.

In June, the **Chapter’s negotiating team** and the administration’s team, headed by **Thomas Weincek**, met to exchange bargaining proposals. **Professor Carol Jones** served as the CCC/AAUP chief negotiator for the fourth time. **President Masterson** wrote to the faculty, “Much has been stated and implied by the administration that these negotiations will be ‘different’ in tenor and tone. Well, the time is fast approaching when intentions and the reality of the bargaining table will intersect -- let us hope it is a mutually beneficial experience for both parties.”

In preparation for the forthcoming MOA negotiations, **Professor James Armstrong**, counseling, submitted a detailed financial estimate to the negotiating team on the cost of increasing the laboratory workload credit to 1:1 from .8:1. Based on the very large number of laboratory sections in numerous courses/disciplines, the projected cost would predictably have run into the millions of dollars.

The newsletter reported over 90 colleges and universities now provide “**domestic partnership benefits**” to their employees. Additionally, the **Executive Committee** accepted the administration’s proposal of 22 regular pay dates and 4 summer pay dates under the forthcoming semester academic calendar.

In another area of cooperation and collegiality, the College formed a “**Think Tank**” under a grant from the Cleveland Foundation and **Morad Ghodooshim**, counseling professor and active AAUP member, was appointed its co-chair. Other faculty serving on the Think Tank included **Bettie Baker**, former Chapter president and former president of the Ohio AAUP, and **Jacquelyn Jefferson**, long-serving Executive Committee member and collective bargaining negotiator.

On the 23rd, the Chapter negotiating team and the administrative negotiating team met to exchange bargaining proposals. **President Masterson** noted, “The AAUP negotiating team is experienced, competent, and not the least bit dissuaded by menacing conditions -- we’ve seen it before.” The **administrative negotiating team** included **Thomas Weincek** as chief negotiator, **Dan Hauenstein** from the HR office,

along with District and campus administrators **Susan Marino-Gifford, Larry Simpson, Frank Salak, Jim Smith, Terry Calaway, and Sandy Robinson**. The meeting ended with agreement on a potential fact-finder and fact-finding date, and an agreement that any future proposals must be submitted no later than June 30, along with acceptable “Ground Rules” for these negotiations.

While the **Chapter** returned to the bargaining table with the same experienced negotiating team as in 1992, 1995, and 1997, the administration brought a new administrative team and a different outside legal counsel.

Once again, **Richard Weber** from the national AAUP office was contracted to provide his exceptional financial analysis of the College. He noted, “This analysis shows Cuyahoga Community College with considerable improvement over the excellent financial health indicated by our November 1995 report . . . Over \$65,000,000 million of the Net Assets are liquid Expendable Balances, virtually all unrestricted . . . It has had no long-term debt since FY 91 . . . The bottom line is a financially healthy college . . . with Fund Balances increasing at an APR of 5.6 per cent since FY88 and at a more rapid rate of 6.1 percent since FY95 . . . We estimate growth over the next few years to be in the range of \$10 to \$20 million per year, probably well above the \$11 million average . . . With sources of income divided nearly equally among students and other sources; state appropriations; and local appropriations – a sort of three-legged stool – the college has substantial insulation from enrollment variations, not enjoyed by many colleges.”

The **Chapter’s bargaining proposals** included: to change lecture/lab ESUs to 1:1; to commence mandatory days of service no sooner than 10 days after the due date for grades at the completion of the final summer session; to schedule a final examination week during the last week of the regular eighty-day semester; to add a supplemental reduction-in-force protection proposal based on the administrative conversion to semesters; to revise and improve sick-leave payoff based on years of service for STRS retirement; to provide unused sick-leave payoff in the event of the death of a bargaining unit member to his/her designated beneficiary; to increase the part-time extra-pay ESUs from a maximum of 8 to 14 ESUs; to increase the stipend for travel and other appropriate uses to \$750 per year; to add steps 15, 16,

and 17 to the salary table to be phased-in over the three-year life of the MOA; to provide an across-the-board increase in the salary schedule of 4.75 percent in the first year, 4.5 percent in the second year, and 4.25 percent in the third year of the MOA; to increase life insurance to a maximum of \$175,000 and to include any other subsequent increase(s) granted to any other CCC employee group; to update the “base years and coverage” in Appendix K for Health Care and to increase the FSA credits to 600; to increase the long-term disability insurance to \$3,000 per month; to offer an early retirement incentive to faculty who are eligible under the STRS guidelines including a three-year window with specific timelines and guidelines; to add comprehensive language covering all aspects of the ever-expanding distance learning option; and to update any remaining MOA conversion language pertaining to the change to semesters. The proposals included a new three-page Article on Distance Learning and a comprehensive three-year salary table.

The **administration’s bargaining proposals** included: to exclude “outside legal” counsel/representation other than AAUP for any bargaining unit member as needed for negotiations, the grievance procedure, arbitration, or any other proceeding or matter; to limit English composition courses 1010 and 1020 to a total of 6.8 ESUs (rather than 7.2); to make commencement a mandatory contract day; to reduce flex days to seven and increase mandatory days to 8; to require a faculty member to provide a physician’s statement in order to continue any sick leave beyond five days, and if the faculty member failed to do so, the remainder of the sick leave would be unpaid, and to require the physician’s statement to be on standardized forms provided by the College; to update conversion language from quarters to semesters as needed; to add additional days for non-instructional faculty at the extra-pay rate under the Summer School Article up to 84 days; to authorize up to one-half of the non-instructional summer workload to be assigned during the “break” period between semesters; to increase summer office hours for instructional faculty; to deduct any overpayment to a bargaining unit member from their compensation; to include student outcomes, student retention, and responsibility for assisting students to the Faculty Evaluation Article, specifically, “student grades and retention rates”; to add “reassigned time” to the College Service category of faculty performance; to add language for maintaining personnel information by means of electronic data storage; to delete all governance committees; to incorporate language related to “student

learning and success”; to allow “faculty” holding an associate’s degree and specialized work experience or relevant professional credentials to earn the rank of assistant professor; and to delete all language pertaining to program coordinators. Salary and wage proposals were not included.

On July 23, **President Masterson** informed the membership “We are **NO CLOSER TO AGREEMENT** today than we were on June 23!” In his communication with faculty, **President Masterson** stated:

- ❑ “The College insists that governance be removed from the contract;
- ❑ The College insists that student grades and retention rates must be included in faculty evaluations;
- ❑ The College wants all counselors and librarians (non-instructional faculty) to be on a 222-day contract for all 52 weeks of the year with the College choosing the 222 working days for each counselor and librarian (on an individual basis);
- ❑ The College believes that laboratory **ESU** credit is not worthy of an increase;
- ❑ The College believes that **English** credit should be reduced even though this curriculum decision was approved in the semester conversion process;
- ❑ The College will not even entertain the idea of an **STRS** retirement buyout even though we (the **AAUP**) provided them with the cost-saving data;
- ❑ The College has not discussed our salary package other than referring to faculty as already a ‘5-star hotel’; and
- ❑ The College is asking for various other unacceptable changes in the **MOA** that will require inconveniences and hardships for faculty.”

On the 31st, the stalled negotiations required a **nine-hour mediation session** with **Craig Young** from the State Employment Relations Board to facilitate some movement. As in past years, mediation proved unsuccessful and no meaningful agreement was reached. As previously agreed upon, a fact-finding session was scheduled for August 7 with **Hyman Cohen**. **Twelve unresolved and outstanding issues included:**

- Workload;
- Lecture/Laboratory Ratio;
- Reduction-in-Force Protection;
- Sick Leave Language;
- Sick Leave Payoff;
- Wages/Salary Steps;
- Health Care FSAs;
- Early Retirement Incentive;
- Deduction for Overpayments;
- Faculty Evaluation;
- Governance;
- Distance Learning; and
- Summer School Contract for Non-Instructional Faculty.

On August 7, the fact-finding hearing was cancelled.

On the 10th, **President Masterson** wrote to the membership, “The much ballyhooed administrative rhetoric that this negotiations would be ‘so much better’ than previous negotiations is nothing more than hot air! The AAUP has not seen a difference in tenor or attitude in trying to reach a settlement. We are no further along in reaching a settlement than we were at the start of these negotiations, June 23, 1998.”

Carol Jones, chief negotiator for the Chapter, wrote to **Hyman Cohen**, the fact-finder, in her introduction to the negotiating team’s extensive fact-finding report covering sixty-two pages: “The statement of unresolved issues is itself an issue. One of the first determinations required of the Fact-Finder will be a decision as to which issues remain open. The College wants to have its cake and eat it too. Early in negotiations it insisted that it would only agree to a package (of different combined proposals), and that it would not agree to individual items (from the package of proposals) except as a part of the total package. However, as negotiations progressed, it (the College) reached agreement (with the CCC/AAUP) on numerous items, phrasing those agreements in various ways such as ‘off the table,’ ‘we’ve agreed,’ ‘we’re not counting that,’ and ‘that’s not going to hold up an

agreement.' Even its written proposals contradicted its initial proposal using singular words such as 'accepts, drops, maintains, and Summary of Tentative Agreements.' ”

Professor Jones continued, “The AAUP believes that while the College could well have asserted its original ‘package only’ strategy, by its subsequent behavior it has waived its right to so insist given its oral and written departures from this position. It may not now insist that every original issue remain grist for the Fact-Finder’s mill. To sustain the College’s position would make a mockery of the negotiations process, encouraging behavior that cannot help but diminish the likelihood of reaching an agreement.”

The package strategy by **Thomas Weincek** was not unlike the Clint Eastwood movie, “The Good, the Bad, and the Ugly.”

Later in August, **Hyman Cohen** met with chief negotiators from the CCC/AAUP and the College before the scheduled fact-finding hearing. He declared that the unresolved issues as outlined in each party’s fact-finding reports, which he had reviewed thoroughly, were too extensive and too comprehensive to be resolved in a fact-finding hearing. The fact-finding hearing was not held as planned. He encouraged both sides to return to the bargaining table in a collegial fashion. The parties did so on August 26 and they engaged in a 12-hour negotiation session.

On the 28th, the CCC/AAUP announced it had **reached a tentative agreement** with the administration on the eighth MOA. The largely favorable eighth MOA included:

- ❑ An improvement of lecture/laboratory to .82: 1;
- ❑ Maintenance of English composition courses at 1.2: 1;
- ❑ Language stating mandatory days of service . . . will commence no sooner than 10 days after the due date for grades at the completion of the final summer session;
- ❑ Language stating evaluation activities, including mid-term progress reports and final examinations for each instructional section, will be included . . . A final examination week . . . will occur during the last week of the regular eighty (80) –

- day semester . . . Mid-term progress reports must be submitted . . . Any further changes in current practice regarding mid-term progress reports must be made in consultation with the AAUP;
- An increase in the maximum number of ESUs available to full-time faculty at the part-time rate from 9 to 14 ESUs;
 - The addition of commencement as an acceptable “flex” day of activity;
 - Acceptance of the College’s position requiring a physician’s statement after five consecutive days of sick leave; also submission of a certifiable physician’s statement on College approved standardized forms upon return to work;
 - Language stating that faculty with at least 23 years of service can cash out ½ of their sick leave accumulated upon retirement but no more than 75 payoff days in 1999 and 60 payoff days in 2000 (a one-time MOA benefit);
 - In the event of the death of a bargaining unit member, the total unused sick time accumulated up to 180 days shall be paid to the faculty member’s designated beneficiary;
 - An increase in the travel allowance from \$500 to \$750 per year;
 - An increase in the maximum accumulated travel funds from \$1500 to \$2250;
 - An increase in the longevity increments from \$475 after three years at Step 14 to \$500 and after seven years from \$375 to \$500;
 - A provision for a one-time longevity bonus of \$1000 in addition to the “stated” longevity increment for all faculty at Step 13.5 A and B or Step 14 C – G on July 1, 1998;
 - Salary increases across the board of 3.5 percent in 1998, 3 percent in 1999, and 2.5 percent in 2000;
 - An increase in the life insurance maximum from \$150,000 to \$175,000;
 - An update regarding the base year for all health plans to January 1, 1998;
 - An increase in the maximum disability pay from \$2,000 to \$3,000 per month;
 - An increase in the maximum pro-rata in summer from 6.67 to 7 ESUs;
 - Language providing non-instructional faculty (counselors and librarians) with the 180-day regular instructional contract and the choice to select up to a 42-day pro-rata supplemental contract for the summer session and/or during the “breaks” between semesters with ½ of the days selected by the faculty member and ½ of the days selected by the College in consultation with the faculty member;

- Language stating that the summer school calendar would contain three sessions: two 5-week sessions and one ten-week session with an appropriate adjustment in faculty office hours;
- Language stating that mistakes in compensation may be recovered over the same period as the overpayments were made with provisions outlined in the faculty member's individual contract;
- Language allowing the permanent Joint Committee on Faculty Evaluation to have one year to study the current administrative proposal regarding faculty evaluation changes;
- A provision for the College to provide a tuition remission training bank of accrued credit for a maximum of five years from a faculty member's retirement or resignation;
- Maintenance of College governance in the contract with a new committee structure of six MOA designated committees;
- Maintenance of the AAUP's right to appoint governance committee members with a base of 69 reassigned time ESUs;
- A provision to allow distance learning proposals to be studied by a Joint Committee of four faculty and four administrators;
- Language stating that academic rank decisions will recognize specialized work experience and relevant professional credentials with at least a bachelor's degree required for the rank of assistant professor;
- Language updating the health care/medical plans reflecting current coverage(s);
- And other minor changes in MOA language.

In September, the **CCC/AAUP membership** ratified the eighth MOA. And on the 17th, the **Board of Trustees** ratified the MOA.

In November, **President Masterson** informed the membership: "The AAUP negotiators met with the administration's team on the 9th to resolve several issues concerning contract language. The parties were able to clarify several issues . . . some major issues remained unsolved . . . summer school, the number of instructional days, and the AAUP's right to appoint/reappoint its members to governance committees. The parties will meet again . . ."

The **newsletter** mentioned that of the 373 full-time faculty, 116 took no sick leave in FY '98; President Thornton's salary climbed to \$153,343 plus benefits; and 20 full-time faculty positions had been lost in the last two years.

In December, **President Masterson** informed the membership: "Well, at last the MOA is complete – all outstanding issues, i.e. summer school and governance, have been settled. The contract will be sent to the printer and distributed to faculty Spring Semester."

1999

In February, two unresolved issues, which were ready to go to binding arbitration, got resolved prior to the hearing: summer school pro-rata pay for the summer of 1998 and salary placement for MFA faculty. **President Masterson** noted, "Both parties exhibited a willingness to bring closure to these issues internally rather than through a third party -- it worked." The MFA salary status issue had dragged-on for several years, but the amount of retroactive pay was still problematic in the coming months. (MFA faculty eventually received consistent placement on the salary schedule, thereby correcting past salary inconsistencies among colleagues caused by credit hour difference among MFA programs.)

Cleveland's Black Professional Association honored **Jerry Sue Thornton** as the 1999 Black Professional of the Year.

In May, the newsletter noted the forthcoming retirement of **Carol Jones** and **Robert Grau**, two faculty members who distinguished themselves with long years of selfless service to their CCC colleagues. **President Masterson** said, "Mere words do not adequately speak to their success or their contributions on behalf of faculty." **Professor Jones'** contributions to the Chapter were well known. **Professor Grau**, in addition to his many years as a MOA negotiator and member of the Executive

Committee, had skillfully and accurately monitored faculty salary grade advancement as chair of the Salary Grade Advancement Committee for many years.

For the first time in October, the Chapter held a series of meetings for tenure-track faculty on each campus to review requirements for tenure. The series was entitled “**Tenure Is Not An Automatic Process.**” (With the recent retirement of very large numbers of faculty, many tenure-track faculty were unaware of the process and documentation needed to assure tenure.)

2000

In April, **Mark Rock**, Chapter legal counsel, presented a two-hour seminar on “Technology and Privacy in the Workplace.” **Carolyn Platt**, English professor and newsletter editor, summarized **Mr. Rock’s** presentation as follows:

- ❖ “Parking lot cards and building and office keys can record ‘comings and goings’;
- ❖ Cell phones, pagers, office telephones and credit cards can be monitored;
- ❖ A system manager can get to voice-mail messages, which are backed up by the system;
- ❖ Although video cameras cannot by law record conversations or be placed in ‘private’ areas, their images are kept on tape for years;
- ❖ Supervisors may simply and easily ‘eyeball’ your computer screen from another site;
- ❖ Someone may misuse your ‘turned-on’ computer while you are out of the office;
- ❖ Your e-mail system can be an open book to a systems administrator;
- ❖ Screens can be monitored for specific, key words such as ‘union,’ etc.;
- ❖ Deleted e-mail messages can sit for months or years on a file server or off-site backup tape, hence e-mails are ‘essentially indestructible’;
- ❖ It is almost impossible to get rid of all traces of ‘cookies’;

- ❖ Activity-tracking software can send alerts if employees visit ‘no-no’ sites, such as pornographic, shopping, game, gambling and trading sites along with message or chat rooms;
- ❖ Deleted files can be easily retrieved from your computer;
- ❖ Employees do have some privacy protections by law, the Fourth Amendment to the Constitution, although it is a limited right;
- ❖ The contents of desks are considered private by law;
- ❖ Privacy rights with e-mail or voice mail depend on the employer’s policy and what rights you are told you have, which are usually none -- the law is still developing in this area;
- ❖ Employers must bargain for the right to place *hidden* surveillance cameras;
- ❖ Recording grievance sessions is an unfair labor practice; and
- ❖ Electronic trails are everywhere -- be careful of the footsteps you leave behind.”

In the coming months, these **trenchant warnings** correctly forecasted employer – employee disciplinary hearings for numerous employees including some faculty. In some cases employees, including faculty, were discharged (fired) as a result of their inappropriate electronic activities.

In June, **Carolyn Platt**, English professor and Executive Committee member and noted author, stepped down as editor of the Chapter newsletter, the *AAUP Communiqué*. **Dr. Platt** is remembered for maintaining the quality and integrity of the Chapter newsletter in the award winning tradition of previous editors.

In September, **President Masterson** challenged the unilaterally initiated administrative program entitled the “**First-Year Course for New Faculty.**” **Professor Masterson** said, “It is the AAUP’s position that the College Administration had an obligation to bargain over the effects of this proposed ‘First-Year Course for New Faculty’ with the AAUP before implementation. The AAUP requests to meet . . . However, the AAUP does not want to give-up its right to grieve this matter if necessary . . . for filing a grievance be held in abeyance . . .” This new initiative was defined as follows: “This fall we will be asking all new, tenure-track faculty to take a course tentatively called “Teaching & Learning” designed to orient new faculty and

share skills and best practices” according to **David Humphreys**, English professor and director of faculty development and academic technology. The proposed initiative noted that each tenure-track participant would receive three ESUs of reassigned time to ensure full attendance and participation. (See Attachment S-19 entitled **Introduction to Teaching and Learning at CCC, 2000-2001.**)

Also in September, the **Chapter leadership** once again offered its seminar entitled “Tenure Is Not an Automatic Process” on each campus for tenure-track faculty. The newsletter mentioned, “Tenure-track faculty were eager to hear information concerning the tenure process and the AAUP suggestions on how to make the process successful. There are 17 candidates for tenure this academic year and approximately another 58 in tenure track positions. Since August of 1998 approximately 52 faculty members have retired. Faculty numbers have steadily declined. In 1998 there were 367 faculty, we are now down to 340 faculty members.” Few faculty realized that seven faculty were denied tenure over the years.

On the 14th, **Mark Rock** submitted a draft of suggested MOA changes, which would be needed if the AAUP and the College moved ahead with the “First-Year Course for New Faculty.” **Mr. Rock’s** analysis suggested minor changes to Articles 5, 6, and 26 along with Appendix D of the MOA.

In December, **Frank Reis**, executive vice president, wrote to **President Masterson** regarding “Ongoing Discussion Re: Rolling Forward Contract,” as a prelude to the forthcoming MOA negotiations. **Dr. Reis** said, “First of all, overall the existing contract has served both the College and AAUP membership reasonably well during the past three years with some minor bumps in the road. This speaks well of the on-going relationship regarding contract administration and the conscious efforts of both parties to honor the spirit and intent of the current contract. Certainly, it also recognizes, that the ‘meet and confer’ process built into the contract has effectively served both parties in addressing unanticipated circumstances as well as the intent of unclear contract language.” He continued, “[It is for these reasons that I request that AAUP leadership and membership consider rolling the existing contract forward for another three years with some minor adjustments that are necessary to continue equitable contract provisions . . . Negotiations relative to new contract provisions

would be limited to compensation elements (base salary and step drive) and also include exploring a possible increase in longevity base . . . It is hopeful . . . in continuing to build trust between and among the parties . . . allow us to focus our time, energy, and resources on enabling success for our students.”

The **temperate wind of change** had finally arrived. After a generation of storm-ridden battles between the CCC/AAUP and the administration of Cuyahoga Community College, in which the faculty were subjected to a series of impractical, alarming or discordant collective bargaining proposals by a series of outside lawyers and dozens of administrators, when Presidents Ellison and Owens/Thornton in different decades each planted the seeds of widespread faculty discontent and harvested a vote of no confidence, the administration wisely put aside their confrontational attacks and offered a new pathway of positive dialogue. This action was not only a change in climatic conditions; it was a seismic event on the negotiations scale. Ironically, the Meet & Confer provision, which the administration had sought to remove from the MOA, was credited as one reason for their dramatic change in philosophy. **Dr. Reis'** proposal to negotiate on compensation elements turned the focus of the administration away from those important non-economic issues so sacrosanct to any faculty member and for the College collectively: tenure, governance, and the important role of faculty in the direction, development, and continued vibrancy of the College. For now, at least, non-economic MOA issues would not be a source of struggle for control, authority, and power between the faculty and the administration. The voice of the faculty had not been extinguished.

2001

On January 24, **Dan Hauenstein** wrote to **President Masterson** on the “First-Year Course” proposal. **Mr. Hauenstein** stated, “The college proposes a revision to the first year course curriculum for faculty that it believes addresses the mutual interest of providing an effective and comprehensive orientation for new faculty, while also addressing the concerns raised by AAUP in previous meetings on the topic . . . At present, it is contemplated that each module would last 5 weeks and a faculty

member would receive 1 ESU for each module taken . . . I look forward to hearing from you after the EC reviews the college's proposal."

On March 1, a **Chapter meeting** was held at the Four Seasons Sheraton concerning negotiations for the upcoming ninth MOA collective bargaining. **President Masterson** described the forthcoming meeting in this fashion: "Our Chapter has a first ever opportunity to save a considerable sum of money/time by shortening the process of negotiations and going directly to the bargaining table with the administration on a limited number issues. I am being somewhat circumspect here because it is an opportunity that needs to be presented in its entirety. That is the purpose of scheduling this special (three-hour) meeting away from the College . . . Voting will take place immediately following . . . The Executive Committee has thoroughly discussed this opportunity . . . we have sought input from the National AAUP Office, Chapter Attorney, and former AAUP Negotiators. We have something of value to present."

After a short introduction by **President Masterson**, in which he explained the **Dr. Reis** proposal to negotiate on compensation issues only, as well as some counter-proposals by the CCC/AAUP that health care cost/issues be included in the process, Professor **John Rose** slowly described the recent history of turbulent and difficult collective bargaining since 1992 in a detailed, chronological fashion. Then **President Masterson** summarized the issue at hand along with an endorsement from the Executive Committee, and he calmly recommended acceptance of the **Dr. Reis** proposal with minor modification. The nearly 200 faculty members present voted almost unanimously to accept the proposal and enter a new, calmer, less stressful season of collective bargaining.

In April, **President Masterson** announced the **negotiating team** to the membership for the forthcoming ninth MOA collective bargaining. Two new negotiators, Professors **Ken Washington**, mathematics, and **Ed Foley**, business, joined four seasoned veterans from recent years: **Patrick Masterson**, **Jacquelyn Jefferson**, **Donna Caretti**, and **John Rose**. **President Masterson** served as chief negotiator.

The administrative team was lead by **Larry Simpson**, the Eastern Campus president and long-time, respected College employee, and for the first time since collective bargaining commenced in 1978, with the exception of the semester conversion, the administration came to the table without outside legal counsel.

The negotiating team received the “Financial Analysis of Cuyahoga Community College” from Dr. **Richard Weber** of the national AAUP, as in past years an excellent overview of the College’s financial health. It came as no surprise to the Chapter to find the College’s expendable balances, virtually all unrestricted, had surpassed \$70,000,000.

On the 26th, **Mary Burgan**, general secretary of the national AAUP, wrote to **Robert L. Lewis**, an original CCC trustee and a strong supporter of CCC faculty over the years. Dr. **Burgan** wrote, “It is my great pleasure to welcome you as a member of the American Association of University Professors. The CCC-AAUP has given you a complimentary one-year membership in the AAUP in recognition of your many years of faithful and valuable part-time service in teaching Art History/Humanities and for your contributions as a founding trustee of the College.”

On June 8, the **AAUP submitted** its economic proposals for the ninth MOA. They included:

- ❑ Across-the-board salary increases of 4.75, 4.50, and 4.50 percent;
- ❑ Longevity step increases of \$1,000 with three years, \$1,500 with five years, and \$2,000 with seven years at Step 13.5 AB or 14.0 CDEFG;
- ❑ Removal of the four ½ steps at 7.5, 9.5, 11.5, and 13.5; and
- ❑ Elimination of the salary table quotas of 25 percent at G, 50 percent at EF, and 95 percent at CDEFG.

On the 15th, the **administration submitted** its counter-proposals. They included:

- ❑ Zero percent ATB in year one, but each faculty member would instead receive a lump sum payment in the amount of \$1,500;

- Zero percent ATB in year two with an additional \$ 1,500 as in year one;
- A 2.5 percent increase in the salary table in the third year;
- A \$500 longevity payment with three years at Step 14 and then an additional \$500 payment with seven years at Step 14;
- Existing steps to remain in the salary table for the duration of the MOA;
- Salary grade quotas to be eliminated from the salary schedule as proposed by the CCC/AAUP.

On the 22nd, the **AAUP submitted** its counter-proposals. They included:

- Across-the-board salary increases of 2.5, 3.25, and 3.5 percent;
- Lump sum payments for all members payable fall semester 2001 and 2002 in the amounts of \$ 1,500 and \$ 1,200 respectively;
- Longevity step increases of \$ 1,000 with three years, \$ 1,500 with five years, \$2,000 with seven years at Step 13.5 AB, 14.0 CDEFG;
- Maintenance of current language regarding salary grade steps; and
- Elimination of the quotas as previously proposed.

On the 26th, **President Masterson** wrote to the membership. He noted, “Negotiations on Friday, June 22nd appeared to reach a point where a settlement seemed attainable -- CCC administration wanted the weekend to ‘cost out’ the AAUP’s latest proposal. On Monday, June 25, the Administration offered a counter proposal that was **less** than what was discussed on Friday, June 22. The Administration’s team implied that CCC’s Board of Trustees had set a limit before negotiations of a 3 percent labor adjustment; in spite of the fact that CCC Treasurer Janet Mann on May 16 . . . stated that labor adjustments were factored into the budget at 5 to 8 per cent. Obviously, someone is using the new math . . .”

On the 29th, the **negotiating team reached a tentative ninth MOA settlement** with the administration. For the first and only time in the history of collective bargaining, the MOA had been reached within one month of negotiations. The tentative settlement included:

- A minimum of 9 ESUs and a maximum of 18 ESUs per semester in Article 6;
- A cost-sharing benefit date change from January 1, 1998, to January 1, 2000, in the Health Care Article 18;
- A new Wellness Article 19 with its incentives/impact on premiums;
- Parity for all instructional summer school assignments (sessions) of 7 pro-rata ESUs in Article 21;
- A 2 percent ATB in year one with a lump sum payment of \$1,200 to bargaining unit members payable in fall semester;
- A 3 percent ATB in year two; but
- A 3 percent ATB in year three with longevity increases of \$1,000 after three years, \$1,500 after five years, and \$2,000 with seven years at Step 13.5 AB, 14.0 CDEFG, and **the elimination of all salary grade quotas**;
- Maintenance of current language regarding steps; and
- All remaining contract articles were rolled-over using existing MOA language.

On July 2, the **Executive Committee** approved the tentative ninth MOA, and the Chapter membership approved the MOA on July 12. This MOA was **memorable in the removal of the salary grade quotas**, thereby allowing faculty to be compensated for their advanced academic achievement, which enhanced their professional qualifications and excellence and also added to the reputation of the College.

In October, the **Executive Committee**, after a careful review and analysis, recommended that the membership vote to accept the **health care cost** containment proposal by the CCC administration. A detailed summary of the plan changes for Medical Mutual, United Health Care, and Kaiser Permanente was mailed to the membership. The College was self-insured regarding MM and UHC. The four employee groups are the AAUP, AFSCME, 1195 (formerly 925) and unrepresented employees. The membership was aware that health care costs had skyrocketed, largely due to increases in the costs associated with prescription drug coverage. In summary, the health care analysis said, "If a faculty member wants to receive a more expensive plan (the United Health Care), then he or she will have to

pay the additional cost involved in having that plan” over and above the 80/20 split of health care costs across all the employee groups. The membership received a seventeen-page document outlining the proposed changes. The days of low-cost health care coverage were ending. The mailing noted, “One issue that now appears to face us concerns ‘the cap’ on the amount of premium cost increase that is the obligation of the College. Is it 15 percent over the term of the agreement? Or is it everything up to 15 percent of each increase? Further, what is the 15 percent calculated against: each premium increase amount? Or, all increase amounts over the term of the MOA? . . . It is a complex issue . . .”

The Chapter mailing continued: “Under the AAUP contract, the critical language is found in Section 18.2. That language provides: Any premium increases over those in effect on January 1, 2001 shall be divided 75/25 percent respectively, between the college and the employee for the term of this agreement providing that the college’s share of any such increases shall not exceed 15 percent of the premium/cost portion paid by the college from January 1, 2001 to August 14, 2004. There is no history regarding the application of this language in the context of an invocation of the ‘cap.’ This language came into the MOA after a 1995 fact-finding that permitted the College to impose a 15 percent cap. However, the language used in the contract did not track the language of the fact-finder, who merely said: ‘College to have a 15 percent cap on premium increases for term of this agreement. Cap to be subject to renegotiation at time successor Agreement is reached.’ We do not know how the contract language came to be written as it is.”

It is possible that during the many rewrites of the final MOA in 1995, when the administration’s lawyer Gary Johnson was cited by President Masterson for many continuing errors in repeated drafts, that this language change “slipped-by” in the Chapter’s editorial review. In any case, it pointed to the need for continual diligence in the MOA language.

2002

In February, **Dr. Sunil Chand** wrote to **President Masterson** in response to some issues raised during a recent Meet & Confer. **Dr. Chand** wrote, “The College agrees that the 3.0 **ESU** maximum carry-over from an academic year prior will not be considered part of the 14.0 **ESU** academic year average and with the understanding that any overage may be cashed-out at the end of the academic year and payable at the appropriate rate.” The 14.0 **ESU** maximum cannot be exceeded without permission per the **MOA** as detailed in Article 6.03.

In June, the **newsletter** mentioned a Meet & Confer request to discuss **AAUP** concerns with the new Corporate College venture. The **AAUP** was especially interested in discussing the role/impact of the Corporate College on full-time faculty workload including assignments. Would faculty teach at the Corporate College as a part of their yearly workload?

The **AAUP** announced its plan for a new annual luncheon, to be held on each campus, entitled *AAUP: Past, Present, and Future*. The new campus-based event, suggested by **John Rose** to the Executive Committee, was primarily a social gathering, particularly important with the unprecedented turnover in full-time faculty in recent years, and an opportunity to recognize unique faculty contributions during the past year. **Professor Patricia Gabriel**, librarian, and member of the Executive Committee chose the luncheon title.

In September, **President Masterson** wrote to the membership regarding recent important activities of the College-wide Health Care Committee. A Chapter meeting was held on each campus and proposed changes to College’s medical coverage was presented including:

- ❑ Medical Mutual, 90/10, no deductible, \$15 co-pay (Cleveland Clinic Network);
- ❑ QualChoice, 90/10, no deductible, \$15 co-pay (UH Network);

- Kaiser Permanente maintains Current Plan;
- 82/18 Cost Share in 2003, Kaiser Offset;
- 82/18 Cost Share in 2004, All Plans; and
- 80/20 Cost Share in 2005, All Plans.

The **faculty** voted overwhelmingly to accept the changes to the College's medical coverage plans.

In October, the **Chapter membership** voted to approve "Revisions to the Chapter Constitution and Bylaws." The Constitution and Bylaws were last revised in April 1986, and again in September 1991.

In December, the **administration** responded to a Chapter proposal regarding off-campus workload assignments in Article 6 of the MOA presented during a recent Meet & Confer meeting. The administration proposed, "Faculty shall have the right to teach, as part of their 30 ESUs, credit instruction offered at off-campus sites provided the College is able to meet the instructional needs of the faculty member's home site."

2003

During the spring, the **Carnegie Foundation** recognized **Dr. Dorothy Salem**, history/sociology professor, as **Ohio Professor of the Year**. This program saluted America's outstanding undergraduate teachers. She joined **Dr. James Banks**, history professor, as the second CCC faculty recipient of the prestigious Carnegie Foundation award.

In September, the **Executive Committee** rejected the administration's proposal to increase the prescription co-payment to \$10 for generic and \$20 for brand-name drugs. The administration stated that if the co-pay were not increased, then the overall rate would be increased by 1 percent or \$2 per member.

In October, **President Masterson** met with **Frank Reis** to discuss interest-based bargaining for the forthcoming MOA. **Mr. Reis** expressed “administrative agitation” that **AAUP** would not go along with health care/prescription changes.

2004

In April, the **membership received** a faculty survey for the forthcoming negotiations. Topics included wages, health care, laboratory **ESU** parity, academic calendar, workload, tenure, program coordinators, office hours, increased dollars for travel, cash payment for unused sick and personal days, elimination of the remaining ½ steps, limits to class size, early retirement, elimination of the instructional versus non-instructional faculty “labels,” 26 pays versus 22 pays, grievance timelines, and governance.

In May, **President Masterson** formally notified the administration that the **AAUP** was prepared to enter into the tenth MOA negotiations. **President Masterson** stated, “The **Executive Committee** has reviewed and discussed the issues of importance to faculty which were gathered from the recent survey (of faculty). The bargaining proposals will now be shaped by the **AAUP** negotiators.” The negotiating team included **Patrick Masterson** as chief negotiator, along with **Professors Jacquelyn Jefferson** and **Laurie Judge**, counseling, **Louis Rifici**, environmental health and safety, **Kenneth Washington**, mathematics, and **Ed Foley**, business. This was the last MOA negotiation for **Professor Jefferson**, who served on the first negotiating team in 1978 and several other negotiating teams. The negotiating team **proposed a change in the academic calendar** from a 16-week to a 15-week calendar with a reduction in mandatory/flex contract days from 7 and 8 days to 5 and 5 days respectively. The proposal included a 160-day MOA time frame.

In July, **President Masterson** notified the membership of **the proposed settlement** for the 2004-2007 MOA. The tenth MOA settlement included:

- Compensation in Article 16 -- 3 percent increase in compensation in the first year, 3 percent in the second year, and 2.5 percent in the third year of the MOA with a step adjustment and maintenance of the current contract language on longevity;
- Travel Funds in Article 15 -- maintain \$750 in year one, increase to \$800 in year two, and another increase to \$850 in year three;
- Lecture/lab in Article 6 -- maintain .82: 1 in year one and two, but increase lecture/laboratory to .85: 1 in year three;
- Academic Calendar in Article 6 -- language stating that the AAUP's proposal to amend the academic calendar would be referred to a joint "labor-management" committee with a proposal to be submitted no later than May 1, 2005;
- Grievance Procedure in Article 33 -- language stating that the unresolved grievances after Step 4 may be referred by the AAUP to binding arbitration within ten working days or it may be submitted to expedited arbitration with the Federal Mediation and Conciliation Service (FMCS);
- Health Care in Article 18 -- agreement that from January 1, 2005, to August 15, 2007, the College would pay 80 percent of the College's total health care premium costs; adjustments to the prescription drug coverage to include 20 percent co-pay minimum with lower co-pays for preferred or generic brands;
- Sick Leave in Article 10 -- the AAUP agreed to bi-weekly automated absence reports with ADA accommodations as needed;
- Faculty Evaluation in Article 26 -- the AAUP agreed to additional language including "outcomes assessment" with the Permanent Joint Committee on Faculty Evaluation to make recommendations regarding the application and definition of five categories of competencies; and
- All remaining MOA contract articles were to be "rolled-over" using existing language.

The **tenth MOA** was approved by the Chapter membership.

In September, the Chapter and the administration met to discuss the AAUP proposal to modify the academic calendar. The District and campus administrative team included Carol Franklin, Richard France, Tom Schick, and Terry Butler as chair. The Chapter team included Professors Patrick Masterson, Ed Foley, Jackie Jefferson, and Heather Snell-Masterson, mathematics professor and member of the Executive Committee.

In October, President Masterson wrote to the membership regarding the question of domestic partner health care coverage. The administration had recently unilaterally approved coverage for domestic partners without negotiating this added benefit with the CCC/AAUP. Professor Masterson stated, “No doubt you have noticed the maelstrom of e-mails . . . some (members) have been jumping to damaging conclusions and making unjust accusations . . . the Executive Committee understands . . . we’d like to request that you take a few moments to think clearly and rationally about the issues involved . . . we have said that we insist on NEGOTATING the issue rather than simply accepting the administration’s unilateral decision . . . Why should we accept their numbers (cost) without some research behind them? . . . Give us a chance to argue these points (and others too) about domestic partners before jumping to conclusions . . . Let us not lose sight of the critical issue here . . . This is the fourth time that the administration has tried to change our health care benefits without negotiating . . . We must resist change without negotiations . . . We cannot allow the administration to change the contract without negotiating with us . . . give your leadership a chance to work for you.”

In November, President Masterson informed the membership that the joint committee on the proposed academic calendar change ended without accomplishing any beneficial changes for faculty or students. The AAUP rejected the latest administrative counter-proposal and withdrew the AAUP proposal because “continued discussions on the calendar seem pointless.” Professor Masterson stated, “The AAUP’s proposed calendar provided an academic calendar that better accommodated students, administrators and faculty than the current calendar while ensuring that workload for faculty remained constant, instructional minutes

conformed to OBOR regulations, and no major upheaval would be required in scheduling and/or room assignments.”

The administration announced the addition of “domestic partner benefits” at an additional cost to all employees without negotiating with the Chapter on this change to benefits. The AAUP notified the administration that any MOA change must be negotiated with the Chapter. A unilateral change was unacceptable.

Also in November, *Tenure Is Not An Automatic Process*, the Chapter’s seminar series, was converted to DVD and made available to tenure-track faculty.

2005

In April, **President Masterson** wrote to the membership with an update on the **domestic partner benefit**. He stated, “The AAUP, after filing a grievance, has for the past several months attempted to negotiate a settlement. We have shared with the administration our research on this benefit through a national survey conducted by the (National) AAUP. In addition, our chapter attorney analyzed the administration’s proposed rate structure and found inconsistencies, which we also shared. The AAUP continued to challenge the imposition of a ‘surcharge’ on a benefit that is provided without an extra charge to many other colleges/universities. Despite months of effort . . . the administration has remained entrenched . . . refused to alter their ‘take it or leave it’ attitude . . . we are bringing the matter to our members now.”

President Masterson continued, “It is necessary that all members be given the opportunity to vote (on the surcharge) . . . All bargaining unit members will be charged an additional cost for this benefit . . . Regardless of the outcome of this vote, the AAUP will be exploring the filing of an unfair labor practice charge . . . in this matter.”

On May 11, the Chapter membership voted to expand the definition of dependents to include domestic partners to take effect on July 1, 2005. To permit

this mid-term health care election, it was treated as a “Change in Family Status.” One exception to coverage was noted. The flexible spending accounts would not be available since the IRS does not recognize “spouse equivalent status.”

In August, **Robert L. Lewis**, a CCC trustee for 18 years and chair of the Board for 4 years, died at the age of 85. **Mr. Lewis** chaired a seven-citizen committee in 1962, which led to the creation of Cuyahoga Community College in September 1963. He was fondly remembered as a long-time friend of the faculty. (See Attachment T-20 entitled **Robert L. Lewis, First President of CCC (Board of Trustees)**, *Ulmer & Byrne Lawyer*.)

In September, **President Masterson** and **Vice president Jacquelyn Jefferson** met with **James Boerger**, HR administrator, to discuss the recent health care proposal regarding domestic partners. They emphasized that the administration must come to the CCC/AAUP prior to announcing “changes,” that a partnership exists between the College and its constituencies, and this most recent health care proposal represented the fourth time the Chapter had dealt with health care changes after a negotiated contract.

On the 30th, **David Bernatowicz**, chair of the 200 ESU Pool Committee, notified the faculty that “The College-Wide Standards for Release Time have been compiled into 3 groupings with a specific proposal form for each area: Form A for Resource Development, Form B for Curriculum Development, and Form C for Instructional Support.”

In October, **President Masterson** advised the membership regarding **new Faculty Evaluation Definitions** in Article 26 as a result of the deliberations between the administration and the AAUP, which was represented by **Professors Laurie Judge, Ed Foley, Louis Rifici, and Patrick Masterson**. The Executive Committee unanimously endorsed the committee’s work.

2006

In February, **President Masterson** notified the membership: “My current term as president expires on June 30, 2006. I will not seek reelection for another term . . . many significant improvements and (MOA) changes have been achieved . . . I am proud of my role in achieving an atmosphere of reasoned debate and mutual problem-solving that now characterizes the administration and union leadership – it has been hard won . . .”

In March, **Ed Foley**, business professor, was elected the incoming Chapter president. **Professor Foley** became the eleventh Chapter president since the advent of collective bargaining in 1978 and the sixteenth AAUP president since 1966.

In the spring issue of the Chapter newsletter, **President Masterson** wrote his farewell to the colleagues, whom he had lead and served for 4 years in the mid-80’s and 16 years since 1990. He stated, “Thank you, colleagues . . . It has been my honor to serve such a dedicated faculty . . . I feel good about what has been accomplished . . . I leave a chapter in sound financial health with over 98 percent of our faculty as AAUP members, a vibrant, well established website, another edition of an award-winning newsletter and significant contract accomplishments . . . and pledge my support to incoming Chapter President **Ed Foley** . . . I offer a final salute (in true Marine Corp fashion) to all those faculty who served with me over the years. We made a difference, *Semper Fi*, carry on.”

Conclusion

In the years and decades to come, this 40-year story of extraordinary collegial struggle and unending collective bargaining effort by **exceptional CCC/AAUP faculty** should not be forgotten. Their boundless energy, their extensive time, their underappreciated sacrifice and their professional voice should be honored, praised, and deeply appreciated. Some of these unique colleagues are still with the Chapter today, but many, if not most, have retired, relocated to other parts of the country, or passed-away. Their rich and complicated legacy can be found in their written and spoken defense of faculty's important voice in the development and direction of the College as well as the Memoranda of Agreement, which benefits every faculty member. All in all, they achieved many, many successes and suffered very few failures while traveling a long and difficult road with great care and deliberation. Their voices can still be heard.

The general purpose of every collective bargaining effort is to improve the MOA, even slightly or incrementally, and to defeat administrative proposals seeking to diminish the previously negotiated settlements or overturn favorable binding arbitrations. In this regard, the effort of our numerous colleagues was remarkable. The Chapter presidents, the other CCC/AAUP elected officers, the Executive Committee members, the chief negotiators, the negotiating teams, and the hundreds of faculty on many College-wide, campus and MOA committees shall be remembered for achievements properly and smartly completed.

As new professionals join our academy, this CCC/AAUP chronicle/history will allow a faculty member to gaze into the past, and in doing so, glimpse into the future while noting the shared memory and timeless voice of their colleagues. As the gifted Irish author **Frank McCourt** wrote,

“Time’s winged chariot is hurrying near
Followed by the Hound of Heaven.”

Memorable Quotes

These selections represented the best quotations over the past thirty-five years from the diverse participants in the Chapter's history. They ranged from philosophical to practical, from humorous to profane, and from insightful to noteworthy.

"This is not an not really an invitation but a challenge –
a challenge to you to participate in the development of faculty rights and welfare."

Lawrence Bender, Chapter president, to the faculty

1971

"Recognizing that the 12-hour workload is the 'sine qua non' of academic excellence . . ."

James Banks, history professor, to the faculty

(Without which it could not be....!)

1971

"We've said repeatedly that the faculty is the most important component of the college and the role of all other components is supportive of the efforts of the faculty."

Robert Lewis,

chair of the Board of Trustees and
one of the founders of CCC, to The Plain Dealer

1977

"The administration will trade a pound of bacon for a nine pound ham!"

Theron Eddy, law enforcement professor, to Ronald Weiner, workload arbitration negotiator

1981

"If the case is judged on its merits, the outcome cannot be in doubt!"

Ronald Weiner,

history professor and chief negotiator for workload arbitration hearing, to the AAUP membership

1981

"Needless to say, disappointment reigns!"

John Tsolainos, Chapter president, after the lost workload arbitration

1981

"I have reviewed the evidence in as much detail as this kind of vehicle will permit. I remain unpersuaded that the college is entitled to any workload increase . . .

and

"The ruling is totally inconsistent with the evidence adduced during the two-day hearing. Figures do not lie, but those who are less than accurate with the truth can certainly figure!"

Bernard Berkman, Chapter legal counsel, in his minority dissent on workload

1981

"I hate to be the one to shatter your sense of innocence . . ."

Robert Duvin, College lawyer, to Ronald Weiner, MOA chief negotiator

1983

"AAUP's latest proposal...is completely unrealistic and totally out of touch . . .
The College has come to question the capacity of the Union to act responsibly . . ."

Craig Brown, College legal counsel, to Ronald Weiner, MOA chief negotiator

1983

"The administration is, apparently, having trouble dealing with our last vague
yet revolutionary proposals."

Ronald Weiner, MOA chief negotiator, to the Executive Committee

1983

"Apparently, someone intent upon subverting . . . your reputation as a careful, sensitive, professional negotiator has obtained copies of your letterhead, written a vituperative, hysterical demeaning, insulting, self-defeating letter, signed your name to it . . ."

Bernard Berkman, Chapter legal counsel, to Craig Brown, College legal counsel

1983

"Though no strike is imminent, faculty should plan for that possibility."

Bettie Baker, Chapter president, to the membership

1983

"The CCC/AAUP will put the College on notice that we want good faith bargaining,
or we will take other action..."

Bettie Baker, Chapter president, to the membership

1983

"The AAUP is expected to take a leap of faith over the canyons of College bad faith . . .
the sham must end at once . . . or we will take action . . ."

Ronald Weiner, chief negotiator, to Robert Duvin, College legal counsel

1983

“We did not strike even though we had strike authorization . . . the connotation of a ‘strike’ implies a failure of the collective bargaining process. The AAUP has not wavered from our commitment to collective bargaining . . . we reached a point where our self respect demanded that we seek an end to a debilitating process . . .”

Patrick Masterson, Executive Committee member, to the Board of Trustees
for the Executive Committee

1984

“ . . . the past is past, including difficult negotiations and the winter of our discontent . . .”

Bettie Baker, Chapter president, to the Board of Trustees

1984

“ . . . nothing in Board Policy on faculty workload prevents the administration from including governance in a faculty member’s direct assignment . . . the faculty and the administration have reached a fork in the road on this issue . . . the AAUP looks forward to your reply . . .”

Donald Plagens, JFSC chair, to Grace Brown, District vice president

1984

“ . . . the Executive Committee decision to acknowledge Mr. Berkman’s death and contributions to the Chapter with a fifty-cent sympathy card . . .”

Ronald Weiner, to the Executive Committee upon his membership resignation
from the CCC/AAUP

1985

“If the vote for affiliation or re-affiliation is NOT a case where it is 90 percent to 10 percent or 80 percent to 20 percent, drop the case!”

Paul Lefkowitz, Chapter legal counsel, to the Executive Committee

1987

“The AAUP’s position is direct. No person while serving in an administrative position should be able to accrue faculty tenure.”

Patrick Masterson, Chapter president, to Joseph Nolan, District vice president

1987

“The AAUP accepts the College’s proposal regarding disposition of the personnel file matter (campus-based personnel files on faculty) with the following provisions . . . The AAUP looks forward to the file burning party – please inform us.”

Patrick Masterson, Chapter president, to Joseph Nolan, District vice president

1987

“... the collective bargaining agreement (MOA) and the Ohio Law provide quite clearly that evaluations are ‘management rights’ ... it would not be feasible to file a grievance ...”

Paul Lefkowitz, Chapter legal counsel, to Patrick Masterson, Chapter president

1988

“The CCC budget process ... an often heated, protracted process, ripe with the potential of half truths and rumors.”

Patrick Masterson, Chapter president, to the Chapter membership

1989

“The faculty ... believe that the FY’89 budget allocations are NOT consistent with standards needed to provide quality and excellence in education ... CCC has the LOWEST percentage of funds for instruction ... at 35.3 percent ... almost 8 percent behind the nearest community college – Lorain County CC...”

Morad Ghodooshim

**chair of the Budget Advisory Committee and Executive Committee member
to the Board of Trustees**

1989

“State and college records show that while the number of student and full-time faculty members have steadily declined during the last decade, the number of administrative employees has doubled. The 770 full-time administrative/staff positions comprise nearly half of the college’s entire full time staff.
and

Ellison says ‘I love the Board. Because the (expletive) Board knows that they either have to deal with me or not go anywhere ... I run the (expletive) ...’”

The Plain Dealer reporting on CCC and Dr. Nolen Ellison, College president

1989

“Vern, do what the f##k you like, but get off my case”

“... you’ve drawn the f##king line, and fine, you want war ...”

“... you got yourself one f##kin’ tiger by the tail, and you better hang on because you’re gonna get the ride of your f##kin’ life, you understand?”

College lawyer Craig Brown to President Vernon Burger during negotiations

1989

“... I am feeling more and more uncomfortable with the decision by members of the (negotiating) team to continually ignore the suggestions and recommendations of the so-called experts, Steve Finner and Jeff Halpren (national AAUP) and Paul Lefkowitz (Chapter legal counsel) concerning the process of collective bargaining and negotiations ... I must resign ...”

Carl Gaetano's resignation letter as chief negotiator to the Chapter President Vern Burger and the Executive Committee

1989

“I do not know when I have been so embarrassed during a professional meeting ...”

New faculty member commenting on College President Nolen Ellison's unplugging of the microphone as Chapter President Vernon Burger spoke to new faculty

1989

“A basic principle in higher education is freedom of intellectual expression. Any attempt to suppress certain forms of expression is unacceptable and cannot be tolerated.”

The Executive Committee to Dr. Nolen M. Ellison, College president

1989

“... including Dr. Ellison's density of dependent clauses which deftly obscure meaning ...”

and

“... Dr. Grace Brown ... valued for her virtuoso ability to clone the verb 'to enhance' into adjectives, adverbs, and even nouns ... dazzling the reader with as many as six examples per paragraph ...”

Ronald Weiner, former chief negotiator, to the College's deans on their recent joint memorandum to the faculty

1989

“This attempted raid of our chapter has been going on for five years ... there was disclosure of private meetings between your field staff and the CCC College President ... I hope it will end.”

Norman Kopmeyer,

National AAUP director to the National AFT director, Phillip Kugler

1991

“In my opinion, the current activities being undertaken by the Executive Committee (the AFT supporters) and members thereof, with regard to possible changes in chapter affiliation are unethical, illegal, and constitute an unfair labor practice, and those perpetuating such activities are subject to malfeasance of office ... they should be asked to immediately cease such activities and serve the interests of CCC/AAUP or resign ...”

Ed Kosiewicz, past Chapter President, to Alan Vogel, Chapter president

1991

“Because the CCC/AAUP was recognized as the exclusive representative of the full-time faculty prior to April 1, 1984, the effective date of the Public Employees Bargaining Act . . . the Chapter is considered a ‘deemed certified’ bargaining unit subject to greater restrictions on representation issues than those which affect a SERB certified bargaining unit . . . one such restriction is in a union’s ability to amend or clarify the bargaining unit . . .”

Susannah Muskovitz, Chapter legal counsel, to President Vogel and the Executive Committee

1991

“Therefore, amongst these and other reasons I am submitting my resignation as the CCC/AAUP President effective September 20th.”

Alan Vogel, Chapter president, to the Executive Committee and the Chapter membership

1991

“We have received new information from the AFT and the AAUP that has caused us to reevaluate our previously held position. The new information . . . leads us to believe that some of our previously held positions and recommendations made to you were based on incomplete and/or wrong information.”

Professors Ferrara, Roman, Gallo, Ghodooshim, and Mack, AFT Steering Committee members, to the Executive Committee and the Chapter membership

1991

“We the AFT Steering Committee (now only Ernie Mielke), promised you, the CCC faculty, an election, and so you shall have one . . .”

Ernie Mielke, last remaining AFT Steering Committee member, to the CCC faculty

1991

“. . . of half-truths and partial information . . . (he) mislead and deceived the CCC faculty . . . absolute, boldfaced lie . . . The end of the world will not happen if we have an election . . .”

Ernie Mielke, AFT Steering Committee, to the CCC faculty
about President Masterson

1992

“. . . they will leave you breathless.”

Chapter President Patrick Masterson to the CCC faculty
on the administration’s bargaining proposals

1992

“There appears to be a major philosophical breakdown between our ‘new’ administration and the ‘experienced’ faculty who have dedicated many years to the development of collegiality and participation in the operation of CCC . . .”

Carol Jones, chief negotiator, to the CCC faculty

1992

“Hell will freeze over before the College will give 925 (the newly formed CCC staff union) dignity and respect.”

College lawyer Craig Brown’s commentary on District 925 collective bargaining negotiations

1992

“ . . . the Union (CCC/AAUP) is not precluded from asserting that the work to be performed by Academic Advisors constitutes a violation of Article II of the MOA. Such a violation has been established on the basis of the evidentiary record. The College is enjoined from assigning the bargaining unit duties of Faculty Counselors to Academic Advisors.”

Arbitration award in favor of CCC/AAUP

from Hyman Cohen

1993

“The consensus of the Committee on Academic Affairs is to continue on the quarter system.”

**Public announcement from 15 faculty and administrators
on the Academic Affairs Committee**

1994

“This is no longer the day when jobs are for life . . . Instructors are the next step . . .”

CCC President Jerry Sue Thornton in The Plain Dealer

1995

“ . . . this organization (the JFSC) intends to continue to support the quarter system . . . We do so in the firm belief that it best serves the interests and educational needs of the students we teach and because it reflects a clearly articulated faculty mandate . . .”

Donna Van Raaphorst, JFSC chair, to CCC President Thornton

1995

“The College’s proposal to reduce to 30 days the length of notice for terminating all continuously appointed faculty (tenured and tenure-track) is an extreme measure against the published AAUP standards and sets a new low for higher education in Ohio.”

Hale Chatfield,

Ohio AAUP Conference president, to CCC President Thornton

1995

“The changes sought by the Employer (the College administration) are major, fundamental, and go to the heart of the tenure system in effect at the College. It cannot provide any justification whatsoever for its proposal.”

Harry Grahams' rejection of the College proposal on eliminating tenure in the MOA
in the fact-finding award

1995

“... the proposal of the Employer is so unusual as to warrant summary rejection.”

Harry Graham's rejection of the College proposal on eliminating governance in the MOA
in the fact-finding award

1995

“So far, Johnson (Gary Johnson, the College's lawyer) has earned a D in carrying out the 'corrections assignment,' however there is hope that the grade will be pulled up.”

Patrick Masterson, Chapter president, to the Chapter membership on the “many errors” in the fourth draft review of the recently negotiated MOA

1995

“Mr. Mancini's lack of understanding and preparedness regarding issues involved at Tri-C should be noted by the State Employment Relations Board before appointing him as a fact-finder in future cases.”

Carol Jones, chief negotiator, to the Chapter membership on the fact-finding award to the College to switch the calendar to semesters

1996

“Finally, through our Lord and Savior Jesus Christ, let us work together in a spiritual manner for the betterment of our Students and College.”

Reverend Hilton Smith, chair of the Board of Trustees, to the CCC faculty confirming the confidence of the Board of Trustees for President Thornton after the faculty's overwhelming “vote of no confidence”

1997

“... when three-fourths of a college's faculty say it has no confidence in its leader... troubling questions are raised that should be addressed...”

The Plain Dealer editorial on the faculty “vote of no confidence”
in President Jerry Sue Thornton

1997

“The faculty, by a majority vote, accepted the administration’s proposal at the March 19th Chapter meeting. Although it seems in our student’s best interest to remain on the quarter system, such a position was no longer tenable at the bargaining table (after the Board of Trustees vote).

Both parties had to accept a compromise.”

Patrick Masterson, Chapter president, to the CCC faculty

1997

“The College wants to have its cake and eat it too.

and

“[i]t may not now insist that every original issue remain grist for the Fact-Finder’s mill.”

Carol Jones, chief negotiator, to Hyman Cohen, fact-finder

1998

“First of all, the existing contract has served both the College and AAUP membership reasonably well during the past three years with some minor bumps in the road. This speaks well of the ongoing relationship . . . The ‘meet and confer’ process built into the contract has effectively served both parties . . . consider rolling the existing contract forward for another three years with some minor adjustments . . . negotiations relative to new contract provisions would be limited

to compensation elements . . .”

Frank Reis, executive vice president, to President Masterson

2000

“[I] am proud of my role in achieving an atmosphere of reasoned debate and mutual problem solving that now characterizes the administration and union leadership – it has been hard won . . .”

President Masterson’s announcement to the membership

that he will not seek another term

2006

“Thank you, colleagues . . . [I]t has been my honor to serve such a dedicated faculty . . . [I] offer a final salute to all those faculty who served with me over the years. We made a difference, *Semper Fi*, carry on.”

Patrick Masterson’s farewell to the membership as CCC/AAUP President

2006

Presidents of the CCC/AAUP

1966 to 2006

"It is not the critic who counts, nor the man who points out where the strong man has stumbled, nor where the doer of deeds could have done better. On the contrary, the credit belongs to the man who is actually in the arena . . . if he fails, at least he knows he fails while daring greatly so that his place shall never be with those whose cold and timid souls who neither know victory or defeat."

Theodore Roosevelt

American President, Nobel Peace Prize and Congressional Medal of Honor Recipient

Pre-Collective Bargaining from 1966 to 1977 – Alphabetical Listing

David Anderson

Lawrence Bender**

Joseph Davidson** (First President)

Lawrence Kendra**

Elizabeth Redstone

Ruth Solis**

Collective Bargaining from 1978 to 2006 – Chronological Listing

Lawrence Bender

Joseph Gallo

Jean Allen (Interim)

Edward Kosiewicz

Jean Allen (Interim)

John Tsolainos

Bettie Baker

Patrick Masterson**

Vernon Burger

Alan Vogel

John Ferrara (Interim)

Patrick Masterson** (Longest Serving President)

**Multiple Terms

Chief Negotiators for Collective Bargaining

Facile Princeps – Acknowledged Leader

Ronald Weiner

with Bernard Berkman, Chapter attorney

In 1978 and 1983

Bernard Berkman, Chapter attorney,

with Paul Hinko, chair of faculty negotiating team

In 1980

Carol Jones

In 1986, 1992, 1995, and 1998

Carl Gaetano

And

Vernon Burger

In 1989

John Rose

In 1997 for the semester conversion

Patrick Masterson

In 2001 and 2004

Table of Attachments

- A-1 -- AAUP Newsletter in 1974;
- B-2 -- Bargaining Proposals in 1980;
- C-3 -- A Summary of the Arbitration Decision regarding Teaching Workload in 1981;
- D-4 -- AAUP and JFSC - A Statement of Mutual Interdependence in 1982;
- E-5 -- Collective Bargaining Issues in 1983;
- F-6 -- The Major Impact of the Ohio Collective Bargaining Law on AAUP/CCC Negotiations in 1983;
- G-7 -- Nine Months of Nothing in 1984;
- H-8 -- Mandatory Contract Day Memorandum in 1988;
- I-9 -- Guidelines on Committee Participation in 1989;
- J-10 -- American Association of University Professors (services) in 1991;
- K-11 -- Likely Faculty Losses Caused by AFT Tactics in 1991;
- L-12 -- Dear Colleagues in 1991;
- M-13 -- Preliminary Contract Analysis in 1991;
- N-14 -- The Cuyahoga Index in 1992;
- O-15 -- CCC/AAUP Committee Guidelines in 1994;
- P-16 -- CCC Calendar at Odds with Mission in 1996;
- Q-17 -- CCC Schedule Cuts Access, Options in 1997;
- R-18 -- CCC Quarter-to-Semester Conversion Committee Structure in 1998;
- S-19 -- Introduction to Teaching and Learning at CCC in 2000; and
- T-20 -- Robert Lewis, First President of CCC, and Ulmer & Byrne Lawyer in 2005.

(The Plain Dealer Obituary)

A-1

AAUP Newsletter

In 1974

B-2

Bargaining Proposals

In 1980

C-3

A Summary of the Arbitration Decision
Regarding Teaching Workload

In 1981

D-4

AAUP and JFSC -
A Statement of Mutual Interdependence

In 1982

E-5

Collective Bargaining Issues

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The Major Impact of the Ohio Collective Bargaining Law
On CCC/AAUP Negotiations

In 1983

G-7

Nine Months of Nothing

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H-8

Mandatory Contract Day Memorandum

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I-9

Guidelines on Committee Participation

In 1989

J-10

American Association of University Professors (services)

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K-11

Likely Faculty Losses Caused by AFT Tactics

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Dear Colleagues

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M-13

Preliminary Contract Analysis

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The Cuyahoga Index

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CCC/AAUP Committee Guidelines

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CCC Calendar at Odds with Mission

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CCC Schedule Cuts Access, Options

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CCC Quarter-to-Semester Conversion Committee Structure

In 1998

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Introduction to Teaching and Learning at CCC

In 2000

T-20

Robert Lewis - The Plain Dealer Obituary

In 2005

Acknowledgement

This chronicle/history was written at the request of current Chapter President **Edward Foley**. He felt, and I concurred, that Chapter memory fades away with the retirement of every faculty member, particularly faculty involved in various leadership positions within the **CCC/AAUP** and the **Joint Faculty Senate Council**. It was important, even necessary, that our newer faculty and younger colleagues possess some sense of the significant and constant effort of their predecessors, the many battles with the administration, and the rich history of the Chapter.

It is my hope that future presidents of the **CCC/AAUP**, vice presidents, Executive Committee members, negotiators, and the membership will be helped in their forthcoming efforts because of this chronicle/history. As the French jurist **Jean Bodin** stated, *“To have not only the knowledge but the sense of history is deemed an asset in practical life.”*

I am permanently in the debt of Associate Professor **Iris Bishop**, counseling, for her insight, advice, and skill in the editing of this manuscript. Her intellect is matched by her kindness and helpfulness.

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John V. Rose

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About the author: John V. Rose recently retired with over 37 years in education including almost 33 years at Cuyahoga Community College. He worked administratively for fifteen years on the Eastern Campus before joining the faculty in 1988. Rose served on the Executive Committee for many years and held membership on the negotiating teams in 1992, 1995, 1997, 1998, and 2001. He served as chief negotiator in 1997 for the MOA conversion from quarters to semesters. A graduate of the “old and beloved” Holy Name High School at Harvard and Broadway in Cleveland in 1963, he holds his undergraduate and graduate degrees from Kent State University. He lives in Geauga County with his wife Deborah, a registered nurse, and their two daughters Caragh Micaela and Rachael Noonan. June 30, 2006, was his last official contract day at CCC.

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