

Recollections of the Formation and Evolution of the YSU-OEA, 1971-1986
by
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Part I: Seeing the Need

Soon after Youngstown University became Youngstown State University in 1967, the hiring of faculty and staff accelerated in the wake of the availability of increased resources and expanding enrollment. About two-hundred new full-time faculty were added between 1968 and 1972, many directly out of graduate school.

I was one of these newcomers when I returned to my home community in 1969 at the age of 26 after completing my Ph.D. in philosophy at Boston College to accept a position in philosophy. Like my peers, I was happy to land a job in a rapidly collapsing academic job market and fully expected to pursue a professor's traditional career. The dizzying pace of curricular reform and expansion, the arrival of new colleagues by the dozens, and the explosion of construction on campus gave us a sense of hope and optimism about ourselves and our university, the national gloom over Vietnam notwithstanding.

By late 1971, however, I found myself chairing a committee to unionize the faculty. This had been precipitated by a variety of developments, not all of which carried equal impact in the perceptions of the faculty in the various departments and colleges.

One was the non-renewals of William Hunt in Political Science and Bhagwati P. K. Poddar in Sociology. Although both were intense, self-absorbed, and abrasive, they had strong performance records, Hunt especially in teaching and Poddar especially in scholarship. Both also had substantial student followings. Eventually, with the support of the National Education Association and the Ohio Education Association, Poddar filed suit in federal court on

constitutional grounds and the judge, former Youngstownner Frank Battisti, appointed a hearing officer to conduct a hearing on the merits of the case to see whether constitutionally impermissible reasons may have entered into the non-renewal. Although the hearing officer later ruled against Poddar, some faculty empathized with him and many felt themselves similarly vulnerable.

Hunt did not seek relief in the courts. Eventually, he accepted an offer at the University of Minnesota at Marshall, Minnesota. Several of us in the faculty established "The Hunt Fund" and solicited several thousands of dollars to help him and his family through the financial problems caused by his unexpected firing. Elizabeth Sterenberg, a colleague of Hunt's in political science, who had been dismayed at his treatment, was a very generous contributor.

The Hunt and Poddar cases showed many things, among them that YSU provided little if any procedural or substantive due process to faculty, that litigation was a formidable but expensive weapon to aggrieved faculty, that grievances and lawsuits on campus would set peers at odds, that NEA and OEA had extensive resources, and that the argument defending the administration's conduct was archaic and troubling (i.e., the probationary period is like an engagement which either party may break without the need to furnish reasons).

Another problem was governance. There was a fledgling University Senate but it was composed mainly of administrators and it was chaired by the president of the university. The Senate dealt with a wide variety of institutional concerns, ranging from curriculum and academic policy to faculty compensation. With the president presiding, with faculty in the minority, and with some senators anxious to please their superiors, the fate of faculty salary, fringes, due process, and workload was predictable. At the college level, deans and chairs

served at the pleasure of the president for unlimited terms. Faculty in most departments had no say-so about who served as chair and no effective way to grieve against a dean or chair; this was particularly offensive in four departments where faculty sought to remove their chairs.

Next, early in the winter term in 1972, then President Albert Pugsley called a special meeting of the faculty to announce that an enrollment decline necessitated “retrenchment” of faculty. This impressed many of us as premature, if not foolish, and pressure built for a public justification of the need for layoffs. The administration found it difficult to package a plausible justification and this undermined confidence in it among faculty, staff, and students.

Beyond this, promotion in rank was handled by an anonymous University-wide committee which met in secret. Also, although President Pugsley had moderated teaching loads – the standard load of 15 quarter hours had been reduced to 12 – loads remained among the highest in the state system at the same time that salaries and fringes were among the lowest. Further, there was very little institutional support for research.

As these and other problems gained notoriety on campus, more and more faculty began discussing unionization, a new trend in higher education in New York, Michigan, Pennsylvania, and selected other states where public faculty were organizing under new state laws called “Little Wagner Acts” and private faculty were organizing under prevailing interpretations of the National Labor Relations Act, the original Wagner Act, which was adopted in the 1930s.

The growing desire for a union to press for faculty rights and interests left open the question of which union the YSU faculty should choose. This was a subject of considerable discussion and debate among the pro-union activists on campus. Nearly all of us had been members of the AAUP – the American Association of University Professors – but the AAUP

nationally was split on the issue of bargaining, the AAUP's resources were relatively meager, and more than a few of the leaders and members of the YSU-AAUP were openly hostile to unionization. This prompted many faculty to look elsewhere for prospective bargaining agents. Candidates included the Teamsters, The American Federation of Teachers, and NEA-OEA. When Jim Lucas (Art), Jim Lepore (Art), Joel Henkel (Physics), and others visited the Teamsters office in 1971, the business agent directed them to Eugene Green, a labor attorney whose firm represented the Teamsters, the United Steel Workers of America, and many other labor groups. When the YSU faculty met with Atty. Green, he urged them to consider AFT and NEA. Subsequently, Al Shanker, President of AFT, was contacted by Al Shipka, President of the Greater Youngstown AFL-CIO Council (and my father), and urged to assign an organizer to YSU.

Shanker declined, however, saying that AFT resources were too precious to squander against heavy odds in a state without enabling legislation. While Shanker's decision was a disappointment to some faculty, it had at least two desirable outcomes: 1) It simplified the process of selecting a bargaining agent; and 2) it assured the emerging faculty union of support by AFL-CIO affiliates in the area.

A major impediment to establishing a faculty union at YSU at this time – 1971-72 – was that Ohio had never enacted a public sector collective bargaining law granting public employees the right to bargain collectively. The law in Ohio was permissive. An employer had no legal duty to bargain collectively with employees but could if it chose to. The law also forbade strikes by public employees. Further, there was no precedent. No other public university faculty in Ohio was engaged in collective bargaining. So, a way had to be found to persuade the YSU Board of Trustees to recognize a faculty union and negotiate with it in good faith when they had

no legal duty to do so and when none of their counterparts had ever done so. (Ashland College was unionized but Ashland was a private institution where the faculty organized under the prevailing interpretation of the National Labor Relations Act.)

Part II: The Organizing Drive

In the spring of 1971, a group of pro-union activists established a chapter of the National Education Association and the Ohio Education Association on campus, elected officers, drafted a constitution and bylaws, staffed various committees, and published a newsletter which the leadership chose to name *The Advocate* as a symbol of the new group's intention to vigorously protect faculty rights and interests. *The Advocate* became the principal tool of the organizers to raise key issues, project the new organization as *the* voice of the faculty, and build a sense of community among the more than 300 full-time faculty.

Among the early issues tackled by the leadership of the YSU-OEA were access to university records, especially salary data; the content, location, and accessibility of personnel files; reinstatement of an instructor in a summer course; and evaluation of faculty by students.

YSU-OEA wanted to study faculty and administrative salaries but salary data were not readily available. The officers therefore demanded that the administration make the budget and accompanying salary papers accessible to any person during open hours and copy them upon request at the requestor's expense because they qualified as "public documents" under Ohio law. The refusal of YSU officials to do so prompted a lawsuit by YSU-OEA to force compliance with the law. Eventually the suit was dropped when, in the spring of 1973, negotiators for YSU and YSU-OEA reached an accommodation on this matter in the negotiation of the first master agreement.

When Dr. William Hunt of the political science department was fired at the end of the 1969-70 academic year, questions surfaced about documents which were rumored to be in the hands of administrators but not accessible to Hunt. Hunt felt that these documents revealed the administration's real (and inappropriate) reasons for dismissing him. As faculty discussed Hunt's predicament, we discovered that there was no uniformity in personnel files at YSU as to their contents, location, or accessibility, and that there were secret or confidential files on faculty kept by several department chairs. Later, in the first master contract, faculty negotiators would make personnel files a top priority.

The summer assignment in question involved Dr. Dan O'Neill, later to be a union leader. Dan had signed a summer contract which the administration attempted to void unilaterally. A course scheduled to be taught by Dan's department chair was cancelled due to low enrollment and the chair sought to preempt Dan in accord with what the administration claimed was an established institutional practice. The YSU-OEA protested and the administration relented, bringing relief to Dan and credibility to the new faculty group.

Evaluation became a hot issue when the YSU Student Government designed its own instrument for student evaluation of faculty, sought administrative support for its use, distributed evaluation packets with questionnaires and scan sheets to all instructors requesting their "voluntary" concurrence, and published and disseminated several thousands of copies of the results of every participating instructor's student ratings in a thick booklet. Those who declined to be evaluated were so noted. To some readers a declination constituted *prima facie* evidence of poor teaching on the premise that strong teachers would have nothing to hide. Aside from the obvious issue of the reliability and validity of the questions, and the fact that the

published booklet had dozens of serious mistakes, faculty were also concerned over the uses to which the results would be put by students, administrators, faculty, the media, and the general public. The administration assured the faculty that these student ratings would play no role in personnel decisions and would serve a) to inform the consumers (i.e., students) and b) to provide helpful feedback to the instructors.

When copies of the Student Government evaluation booklet were seen by faculty on the desks of certain administrators, however, the YSU-OEA took a stand that the student designed evaluations were unacceptable and that all matters pertinent to evaluation should be negotiated to the mutual satisfaction of the parties. Also, the YSU-OEA leaders assured Student Government leaders that if they agreed to discontinue their evaluation system and support the impending drive for unionization, the master contract would require evaluation by students of all faculty. Leaders of Student Government at the time, including student body president, Peter Isgro, saw this as a fair deal and Student Government then phased out its system of faculty evaluation.

In late 1971, the leadership of the YSU-OEA created an organizing committee with representatives from all the colleges and charged it to do two things: build support for collective bargaining among the faculty and induce the YSU Board of Trustees to authorize an election in which the faculty had the opportunity to opt for collective bargaining. It is difficult today to appreciate the apprehension of the faculty at that time. Many were afraid to embrace the union movement publicly for fear of retaliation. Given market realities, losing a job at YSU could terminate one's academic career. The organizing committee therefore convened small meetings off campus at my house on Upland Avenue on Youngstown's north side. We invited

faculty in groups of eight to twelve to these meetings to give our organizing pitch.

Simultaneously, the committee published a series of campaign documents outlining the case for unionization.

When the moment seemed ripe to demonstrate faculty support for unionization, this strategy was adopted. With the approval of the leadership, I visited a local conservative common pleas judge – Sidney Rigelhaupt – who had been a vocal critic of teachers’ strikes in our area but who enjoyed a reputation as a fair and decent person. I requested that he assist in a project whereby he would mail authorization cards to YSU faculty on which they would designate YSU-OEA as their bargaining agent, receive and tabulate the signed cards, and report only the number of signed cards to the YSU Board of Trustees and the leadership of the YSU-OEA. He asked for a day to think it over. When I returned to his office, he quoted to me a passage from the code of ethics of the American Bar Association. His point was that litigation over the drive to unionize the faculty could reach his court and therefore he should not personally participate in the plan that I had proposed because to do so would create a conflict of interest. As an alternative, he offered to contact the common pleas judge in charge of the juvenile court – Martin P. Joyce – to request his cooperation. Judge Rigelhaupt did so, Judge Joyce consented, and the authorization drive resulted in 44% of the faculty returning signed cards.

With this done, the YSU-OEA leadership officially requested that the Board of Trustees recognize the YSU-OEA outright as bargaining agent for the faculty or accede to a secret ballot election to decide the matter. To strengthen the request, several steps were taken. Prominent individuals in the community were asked to write letters to the trustees supporting our request.

A petition drive was undertaken in the community in which individuals were asked to lend their names to the request. This petition drive was bolstered, ironically, by a strike at the General Motors Assembly Complex at Lordstown. When strikers visited the union hall to collect their strike checks, they were asked by their union leaders to sign our petitions. Some 4,000 of the nearly 7,000 signatures collected on our petitions came from the Lordstown strikers. These petitions were then presented to the trustees at one of their meetings in full view of the media. Also, at the request of YSU-OEA, Student Government sent a formal letter to the trustees supporting an election.

The pressures on the trustees were considerable but they alone did not cause the trustees to acquiesce. The key player on the board was the chair, Robert Williams, then president of GF Business Equipment and former president of the Youngstown Sheet & Tube Company. Williams personally endorsed the right of workers – professionals included – to bargain as a group. He phoned me one day to report that he intended to ask his colleagues to authorize an election. Although YSU-OEA leaders anticipated some resistance from his peers, we were confident that there would be an election because of Williams' prestige in the community and the tradition of the trustees following the lead of their chair and speaking in one voice on virtually all matters.

When the trustees announced their decision, the YSU-AAUP quickly geared up to oppose the YSU-OEA in the election. A spirited battle ensued during the spring of 1972. Sometimes civility suffered, as when one senior faculty member in economics attacked me as a "power-hungry neophyte." One event which the YSU-OEA staged was a cocktail party for the faculty in the Butler Museum of American Art. This was the first of annual YSU-OEA cocktail

parties at the Butler. NEA and OEA furnished YSU-OEA with support staff and generous funding but permitted local leaders to run the campaign.

The election was conducted on campus by the Youngstown office of Ernst & Ernst, a national accounting firm, in May, 1972, in two stages. The faculty voted first on whether there should be collective bargaining. Nearly all the eligible faculty voted and 90% of the voters said “yes” to collective bargaining. The faculty voted the next week on whether they wished to be represented by YSU-OEA or YSU-AAUP. With more than 90% of the faculty voting, 59% voted for the former and 41% for the latter. Bob Hare of the English Department, who led the YSU-AAUP campaign, commented after the results were announced that the YSU-OEA “outlioured us,” referring to the party at the Butler. I gave a public statement on behalf of the YSU-OEA leadership congratulating the YSU-AAUP for their efforts, inviting them to join us for our mutual gain, expressing gratitude to our many supporters on and off campus, and, with Vietnam in mind, telling YSU students that we hoped that our recent success demonstrated to them that social reform was possible through peaceful means.

Although our organizing committee had done an effective job of buttonholing every single faculty member except our known adversaries immediately prior to the second vote, and most committee members expected a win over the AAUP, I was not all that confident and I had prepared two statements, one for victory and one for defeat.

One sidelight deserves mention. In the early 1970s, John J. Gilligan, a Democrat from Cincinnati, was Governor of Ohio for one term. My older brother, Bob, had been on his paid campaign staff in Columbus, my father, a labor leader, had mustered support for him in the labor movement, and I had been his campaign manager for the Youngstown-Warren area.

Since YSU trustees are appointed by the Governor and YSU had never had a trustee from the ranks of organized labor, I checked out Ohio law to see whether any conflict of interest provisions prevented my father from serving as a trustee, and when that issue was settled, I lobbied the Governor successfully for my father's appointment. So, during the campaign to unionize the faculty, the YSU-OEA leadership benefitted from a strong labor voice among the trustees and I benefitted personally from enhanced job security, although my father routinely abstained from voting on any board business that involved the YSU-OEA or me personally.

Part III: The First Contract

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

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

The summer of 1972 was a period of intense preparation by the negotiating team. The team spent literally the entire summer, day and night, preparing the faculty's proposals. The team had the benefit of a long survey of the faculty – 96 items – about virtually every issue which had been done in February in advance of the collective bargaining election but surveys don't formulate complicated policies on dozens of issues. Each team member was given responsibility to draft several proposals. We consulted existing labor agreements in and out of higher education.

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

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

The faculty union had rented space at 237 Lincoln Avenue for our headquarters. It was the second floor of a building owned by Dr. Sacherman, a dentist. The officers and negotiators met there often during those months of preparation for negotiations. Team members were ably assisted at this time by our highly competent union secretary, spouse of a faculty member

in the Art Department, who typed, copied, and distributed endless drafts of proposals, in addition to her normal office duties. Her name then, as now, despite a divorce and remarriage, is June Lucas. (After her service to YSU-OEA, June was elected to the Ohio House of Representatives.)

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

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

labor relations turf as well as anyone, to inform him about the university's selection. His response was, "Tom, you'll be dealing with a real pro but an honorable person. Your group will get a respectable contract if your people deal honestly with him." As time passed, I found that he was prophetic.

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

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

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

The dominant issue early in the negotiations was the administration's retrenchment plans. The faculty team demanded a justification for the layoffs called for by President Pugsley which the administration was slow to produce. A turning point was December 11, 1972, when administration negotiators announced that letters of non-renewal would not be sent out after all. Although rumors on campus had hinted at the retrenchment of 12 full-time faculty, the

only data submitted in negotiations referred to the need to reduce the faculty by 44 FTE (full-time equivalent) faculty, with no specificity as to the mix of full-time and part-time. President Pugsley submitted his letter of resignation as president several weeks after this announcement; some speculated that the trustees had failed to support his retrenchment plan and he interpreted this as a vote of no confidence in him. An unadvertised evening meeting of the trustees was then held at the president's mansion, at 1010 Colonial Drive in Liberty, at which the trustees both accepted Pugsley's resignation and named John J. Coffelt, then Vice-President for Administrative Affairs, as Pugsley's successor. Soon thereafter, Robert Williams stepped down as chair of the trustees and John Newman succeeded him with an announced intention of taking a hard line in the negotiations.

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

review by the trustees. Shortly thereafter he reported further that he had been instructed to inform our team that the trustees did not intend to honor a number of the tentatively settled items. Powers was on the verge of resigning and I pleaded with him to remain on the grounds that he was indispensable to the avoidance of a strike and to an eventual settlement. He acquiesced.

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

Although the faculty negotiators did not achieve all of their objectives, we made important progress. We had secured the first master agreement covering a faculty in Ohio public higher education. (The faculties at the University of Cincinnati and Kent State University would draw heavily from our contract and our experience later on when they unionized.) We

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

John Weed Powers and I frequently had private discussions during this nine month ordeal and I grew to respect him a great deal both as a person and a labor professional. Some of these private chats were bizarre. I'll mention just one to close this installment. John summoned me from the negotiating room one day with that look on his face that meant trouble. He asked whether the union would object to the forced leave of a faculty member

who had contracted gonorrhoea of the mouth. Trustees had learned of this problem, he said, and were concerned that the professor could infect his students during class through a fine spray of saliva as he lectured. I asked for a day to investigate. I then briefed the faculty team and found that they were as ignorant as I on the issues at hand. I then phoned my physician, Dr. B. I. Firestone, to seek his counsel. As my luck would have it, he was on vacation and I had to deal with one of his colleagues, a stranger to me. I barged ahead with a description of a “hypothetical” case and detected camouflaged laughter on the other end. The stranger confirmed that gonorrhoea of the mouth was indeed a possibility, usually among sexually promiscuous gay men, but that it could be spread only through an intimate embrace. I then contacted Powers to report my findings and the implied conclusion, namely, the union would indeed oppose a forced leave in this case. Powers, in turn, reported to his constituency and no further discussion of the case ever surfaced between us. I have always wondered what the doctor had to say to his social friends over cocktails the evening after our conversation.

Part IV: Improving on the First Contract

There are many reasons to explain the absence of a strike during the years from 1971 through 1986. One is that a significant majority of the faculty supported the leadership of the faculty union on a continuing basis despite occasional protests over the union’s handling of controversial issues such as faculty evaluation. The administration and the trustees knew this and refrained from any strategy aimed at subverting the union. (The near strike of spring 1973 was an aberration.) Another is that union leaders were firm but patient. While we were forceful in every round of negotiations, we were willing to defer some union objectives in a given round of negotiations to the next round rather than shut the university down in a now-at-

any-cost approach. This is partly due to the fact that the key union leaders during this period – officers, negotiators, members of standing committees – expected to be at YSU for the long haul by desire or necessity. If one compiles a list of these individuals, one finds that nearly all of them are still at YSU (in 1996) or have separated from YSU through retirement or death.

(Examples are Bud Abram, Dan O’Neill, Alice Budge, Elizabeth Sterenberg, Tony Stocks, Steve Hanzely, Howard Mettee, J. J. Koss, Les Domonkos, Sid Roberts, Lowell Satre, Jack Bakos, David Robinson, Paul Dalbec, Joe May, Don Hovey, Morris Slavin, Juanita Roderick, Fred Koknat, Mark Masaki, Duane Rost, Charles Singler, David Stephens, Ron Tabak, Lauren Schroeder, Ranger Curran, Floyd Barger, Stan Guzell, Doug Faires, Larry Hugenberg, and myself.) The third reason is that every round of contract negotiations brought a reasonably good economic package and progress in some other provisions in the master agreement.

Let me cite evidence of this progress. The initial contract covering the faculty ran from 1973 to 1975. In the second round of negotiations, which took place in the winter and spring quarters of 1975, the administration reversed its decision on a chief negotiator by selecting an insider, Dr. William O. Swan, for this role. Bill had been a chair in the College of Education and most recently assistant for labor relations to the academic vice president, Dr. Earl Edgar.

(Ironically, before his career as a college professor and administrator, Bill had been a union activist in the Youngstown City Schools, seeking – unsuccessfully – to replace the Youngstown Education Association, an NEA-OEA affiliate, with the Youngstown Federation of Teachers, an affiliate of the American Federation of Teachers, AFL-CIO. Among his YFT leadership team were Larry DiRusso and Chester Rufh, teachers who would eventually be his colleagues on the YSU faculty.) By now Bud Abram had replaced me as president of the YSU-OEA due to term limits in

the constitution and bylaws and I was relieved to be able to focus my time and energy on contract talks. I had been wearing two (or more) union hats since 1971. The YSU-OEA negotiating team in the second round of negotiations consisted of Bud (*ex officio*), Les Domonkos, Howard Mettee, Tony Stocks, Elizabeth Sterenberg, and myself as chair.

There was rampant inflation in the economy as we designed our proposals for the second round of negotiations and therefore we prioritized a significant salary package. As it turned out, we secured a two year contract with salary increases exceeding 10% in each year. One faculty member in the College of Business Administration greeted me after this round of negotiations this way: “Shipka, do you realize the tax bracket that you’ve put me into?” Believe it or not, he seemed genuinely upset. In this round we also created the YSU Distinguished Professor Award, we established elected school/college promotion committees and phased out the university-wide promotion committee, we secured a guarantee that the university would budget for forty promotions each year (36 faculty, 4 administrators), we made long-awaited headway on workload as the workload article doubled in length, we improved the insurance package, we agreed to a new evaluation system, and we got a fair share provision requiring all bargaining unit members to support the YSU-OEA financially, albeit a weak one, for it did not trigger an automatic payroll deduction but instead made a non-payer civilly liable to the YSU-OEA.

On the other hand, we failed once again to achieve a term of office for chairs. On chairs we settled for a performance review of chairs triggered by a petition signed by 60% of the department full-time faculty. Three departments seized on this provision and eventually their grievances were arbitrated successfully after President Coffelt refused to remove the chairs

despite the weight of the evidence supporting the dissatisfaction of the three departments. The arbitrator, Thomas Mannix, after hearing the case presented by YSU-OEA advocate, David Robinson, ordered the president to relieve two chairs of their duties and put a third on probation. The acrimony and embarrassment generated by these cases helped to persuade the administration to accept our long-time demand for a term of office in the next round of negotiations.

We also failed in 1975 to negotiate sabbaticals into existence or to expand any other opportunities for university-sponsored research.

The new evaluation system had been developed by a joint committee created in the first contract. The system originally proposed by this joint committee included three components – student, administrative, and peer – but the peer component set off a firestorm across the faculty and it was abandoned.

After fall quarter, 1975, I took leave without pay from YSU to work as a paid organizer and lobbyist for NEA-OEA for two full quarters, returning in late summer, 1976. This job took me to campuses in Ohio and several other states although I spent most of my time in Ohio. Although there were a few organizing successes on Ohio campuses and more elsewhere, I discovered that the absence of a collective bargaining law in Ohio was an organizer's worst nightmare. Without a law each governing board could agree or not agree to an election, and should a board agree, it could set the terms of the election unilaterally. For example, on one campus the governing board conceded an election but established a ground rule that 90% of the eligible faculty were required to vote to validate the election. This resulted in the anti-union faculty, the minority, boycotting the election and thwarting the will of the significant

majority. (A public sector collective bargaining law was finally enacted in Ohio in 1984 after the election of Richard Celeste as Governor.)

The next round of negotiations was in the spring of 1977 for our third contract. Dan O'Neill was now union president and an *ex officio* member of the faculty negotiating team. The other team members were J. J. Koss, who had served on the first team, and four carryovers – Howard Mettee, Tony Stocks, Elizabeth Sterenberg, and myself as chair. Once again we faced a new face across the table as chief negotiator for the administration. He was Taylor Alderman, formerly chair of the English Department and now full-time in personnel administration. Alderman would retain this new role until 1989. For the first time the union agreed to a four year contract with a wage reopener after two years. The 1977 contract was precedent-setting. It included, finally, a five year term of office for chairs, sabbaticals (called Faculty Improvement Leaves) at 80% of regular pay, the establishment of Research Professorships, major improvements in the article on workload, including clarification of the threshold for overload and overload pay, and a definition of scholarship that included “discipline-connected consultation or discipline-connected public service.”

The wage reopener in 1979 proved more difficult to negotiate than faculty leaders had anticipated. An impasse was reached, probably prematurely, and tensions were high until a settlement, a modest one really, was reached on the only issue on the table. 1979 was the beginning of an unfortunate trend, in my opinion, in which the administration team would typically wait until very late in the negotiations to present their positions. As time passed, the administration team became more and more passive. Negotiations as they had been conducted, with candor, the exchange of proposals, and an honest bipartisan effort to reach

closure short of impasse, gradually faded so that declarations of impasse and the entry of third parties – usually federal mediators – became routine. (One can probably make a case that this period was the root of the problems that caused the first campus strike many years later.)

The 1977 contract expired in 1981. We had more trouble making headway in 1981 than any other previous round of negotiations. Clearly, developments had taken place in the thinking of President Coffelt and the trustees that we did not fully fathom. When it was apparent that Dr. Coffelt was not prepared to stomach any of our proposed changes in the *Agreement*, Taylor Alderman inquired of our side whether we would consider a one year contract extension with a generous salary package. We agreed to this offer but warned Taylor that we were not yet fully satisfied with our basic contract, that we fully intended to negotiate a variety of improvements the next year, and that we would not settle for another extension.

By the time the negotiations resumed in 1982, I had become president of the faculty union once again and surrendered my role as chief negotiator to Steve Hanzely. Steve's team included J. J. Koss, Joe May, Sid Roberts, and myself *ex officio*. Eventually we agreed to a four year contract with a wage reopener in 1984. The 1982-86 contract brought improvements in workload, 100% pay for sabbaticals, a dental assistance plan, the option for faculty to participate in a health maintenance program, and Extended Teaching Service for retirees. One concession that our side made concerned the review of applications for promotion. The administration demanded that deans be inserted into the review of applications for promotion such that school/college promotion committees would be advisory to the deans. Our side countered with an offer which was accepted to permit the deans to chair the school/college

promotion committees. Faculty negotiators chose this direction out of concern that the administrative proposal would trivialize the role of the school/college committees.

Not long after the ratification of the 1982-86 pact, I met with YSU professional/administrative staff and classified civil service staff at their request to discuss ways in which the three segments of the YSU work force could collaborate to their mutual benefit. A plan was developed to create an umbrella organization, affiliated with NEA-OEA, with three bargaining groups covered by three distinct contracts. The faculty were skeptical of the plan, however, and they turned it down decisively in a referendum. A similar fate befell a variation of the original plan whereby professional/administrative staff would join the faculty bargaining unit. The classified employees were already unionized but the professional/administrative staff were not, so I agreed to a part-time organizer contract with NEA-OEA and spent about a year organizing this group and drafting their initial contract proposals.

Over the years the faculty union focused its energy primarily on the process of contract negotiations and the instrument of the master contract as the tools to improve salaries, fringes, and working conditions, and to try to solve a great many “problems,” broadly defined. (These “problems” included such things as providing keys to faculty for access to their buildings when the university was closed, restricting certain parking lots to faculty and staff until late in the afternoon, etc.) Occasionally, however, the union sought to deal with a problem outside the contract. This was the case in 1984 when the faculty in one of our smaller colleges on campus barraged the Executive Committee with complaints about a new dean.

On the one hand, the Executive Committee wanted to respond to our members’ demands for action, but on the other, we faced several perils that dictated the need for

caution. In the first place, although our contract provided for explicit faculty input in the selection of department chairs, it was silent about administrators up the chain of command, so we had no contractual foundation for an initiative to remove a dean. In the second place, our labor agreement was clear about the union and the administration not meddling in the selection of one another's representatives. To make matters worse, a new public sector collective bargaining law in Ohio put such meddling in the category of an unfair labor practice for which the union could be penalized severely. Further, since its inception, the union had trumpeted the need for due process for all university employees and the Executive Committee did not want to be a party to a lynching. Finally, the Executive Committee wanted very much to avoid a media circus which could be harmful and embarrassing to all parties, and probably counterproductive, and therefore we had to craft a strategy that was effective but discreet.

The path that the Executive Committee chose was this. We quietly conducted a formal and confidential survey of the dean's performance by the faculty in the college. The evaluation instrument posed about a dozen questions and provided space for respondents to give a statement. All but a few of the faculty completed and returned the survey. Two things were clear from the survey: 1) the problem was very serious; and 2) virtually the entire college faculty wanted (and deserved) a new dean as soon as possible. Next, the Executive Committee met with the President, the Provost, and the Vice President for Personnel to report on the survey. I began that meeting with a frank admission that our side was "on thin ice" in raising the issue at hand (for reasons stated earlier) but that competent and respected leadership in the colleges was as important to Tod Hall as to the faculty and their union, and that we therefore hoped that the brass would hear us out. The President, Dr. Neil Humphrey, who had

succeeded Dr. Coffelt, invited me to continue. My colleagues and I then recounted the history of the case, summarized the surveys, and turned them over to Dr. Humphrey. The President scanned them, shared them with his colleagues, thanked us for handling the issue discreetly, and directed the Provost to investigate the matter. Within a matter of months, the Provost had conducted interviews with faculty, staff, and the dean, and filed his findings and recommendations with the President. The dean was informed that his contract would not be renewed and soon thereafter he left campus for employment elsewhere. The entire episode took place without fanfare or publicity, to the relief of all concerned.

When my department chair – Martin A. Greenman – announced his intention to retire in the summer of 1986, I decided to leave union work to my long-time associates, and hopefully, a new generation of faculty leaders, and with the concurrence of my department colleagues, to take up the challenge of chairing my department – Philosophy & Religious Studies. In announcing my candidacy for chair in a memo to my department colleagues, I reasoned that I had survived for some fifteen years representing hundreds of prima donnas in more than thirty departments, so I should be able to cope with a handful in one. Despite their obvious differences, both jobs have been challenging, frustrating, exhilarating, stressful, and gratifying.