PSC/CUNY Welfare Fund members will now have a choice between two plans, and either one will mean lower out-of-pocket costs. Which one is best for you? Take a look inside for the information you need to decide. In the last contract campaign, the PSC fought hard to get CUNY to increase its contributions to the Fund—and won. Now that money will help bring down members’ costs for dental care. Above, picketing outside negotiations in 2004.

NEW FUNDS PUT TO WORK
A BETTER DENTAL BENEFIT

PSC President Barbara Bowen has asked CUNY to sit down at the negotiating table and begin to work towards a new agreement.
A process that lacks due process

Prior to the January 2007 meeting of the Board of Trustees, CUNY faculty really must examine the procedures proposed in “Student Complaints about Faculty Conduct in Academic Settings.” (See www.soc.qc.cuny.edu/ufs/wizzs.html, bottom of page.) CUNY Central thinks we need procedures to avoid a public uproar such as Columbia University experienced when a few students charged faculty in Middle East studies with anti-Israeli bias.

CUNY’s proposal mandates that the department chair serve as initial “fact-finder” following a student complaint. If a student or faculty member dislike the decision, either can appeal. An appeals panel will be composed of an academic administrator, a student life administrator, a student, and two faculty elected by the faculty senate. The grounds on which a student can bring a complaint are not defined.

I believe these procedures are dangerous. They demean the professoriate; they establish a system ignoring the old practice of “a jury of one’s peers”; they invite mischief in a charged world of culture wars. For me, they awake disturbing memories of 1960s City College McCarthyism.

A biographer teaching evolution enraging a devoutly religious student; a historian covering Middle East tensions is “imbalanced” for taking one or another side...The thrill of classroom exchange becomes the chill of conformity.

Whatever problem this flawed process is designed to address, it has not yet arisen at CUNY.

Don’t put the brakes on immigrant rights

The PSC has taken strong, consistent positions in support of immigrant rights. So has our new Governor. We need to insure that there’s no “slip ‘twixt cup and lip.”

Please sign one of these postcards when you have the chance. They will be collected and delivered to the Governor shortly after he takes office

Jim Perlestein
PSC Solidarity Committee

Learning from Oaxaca teachers

The teachers’ union in Oaxaca, Mexico, has been fighting for higher wages, support for their impoverished students, equipment for their classrooms and repairs for their schools. When their struggle was met with state repression, teachers developed alliances with dozens of social movements, organized as a popular assembly, as well as with pupils’ parents, university students, the community and sectors of the Mexican national political class, achieving their original demands by linking them to what was essential — a national referendum on social justice. The Oaxacan teachers have been able to capture the imagination of all of Mexico and much of the world by broadening their heroic struggle, connecting an under-funded education budget and the devaluation of teachers to the larger political and economic context.

They have been effective because they understood that a teacher’s contract reflects the values and priorities of the society.

Reflecting on Oaxaca, I was reminded of the difficult campaign the PSC faced with an internal opposition that refused to embrace broader societal issues. By comparison with the Mexican teachers, this opposition came across as provincial and sectarian, focusing their anger almost entirely on wages and benefits alone — as if our faculty and staff salaries were unrelated to the values of our employers and the economic interests which run the political and legal system.

Letters should be no more than 150-200 words in length, and are subject to editing.

A union guide to holiday shopping

By DABNEY LYLES

T hose of you who have already finished your holiday shopping can pat yourself on the back and stop reading this column now. But for the rest of us, here’s a list of union-made gift options, all of which can be purchased with just a few clicks of the mouse.

Looking for books this holiday season? Forget Amazon.com, which has engaged in union-busting on two continents. If you’re shopping online, try Powell’s Books (www.powells.com) – the largest unionized bookstore in America, and the only one that offers thousands of titles over the web. An alternative way to reach their site is from www.powellbooksunion.org; prices are the same, but 10% of your purchase will go directly to the union’s benefit fund.

For sweatshop-free, 100% union-made clothing, take a look at Justice Clothing (www.justiceclothing.com) or No Sweat Apparel (www.nosweatapparel.com). You can pick from a wide range of stylish gear including pea coats, dress shirts and Converse-style sneakers, all ethnically manufactured. (For a longer list of union-made clothing brands and their websites, from t-shirts to three-piece suits, go to www.unionstore.org/boyunion.)

UNION ELECTRONICS

If you’re giving someone a cellular phone, go to Cingular Wireless, whose employees have organized with the Communications Workers of America (CWA). In an industry where unionizing is actively repressed, Cingular is celebrated within the labor community because they publicly declare that they “are proud to be a union company.”

For a new computer, try Union Built PC at www.unionbuiltpc.com a joint project of CWA, Utility Workers Union of America, and the International Brotherhood of Electrical Workers, Local 17. The company sells union-made laptops, desktop computers and servers over the Internet. If you know any budding musicians who deserve professional instruments shop Guild Guitars for high-quality, union-made acoustic guitars (www.guildguitars.com, which also lists stores in NYC that carry Guild-made instruments).

KIDS AND CULTURE

For young kids, old favorites Scrabble, Etch-a-Sketch, and Radio Flyer wagons are all union-made. Among the thousands of children’s books available from Powell’s is a clever story with a union theme: Click Clock Moo, by Doreen Cronin. It’s about a group of cows that find a typewriter in their barn and decide to express their grievances in writing. When Farmer Brown refuses to comply, the cows go on strike. You can find other gifts for kids at the AFL-CIO’s online shop, including a Rosie the Riveter puzzle book and a bib for members of the “International Babyhood of Eaters, Soilers & Smugglers.”

The Northland Poster Collective, the self-described “Mall of the Other America,” is a great spot to purchase holiday cards. Go to www.northlandposter.com for union-made and union-themed cards, posters, clothing and more. And check out Global Exchange’s 2007 Peace Calendar, printed by union labor, at http://store.globalexchange.org.

The United Farm Workers is selling signed prints by Simon Silva at www.ufwstore.com (click on “Special”), Silva, who began working in the fields when he was eight years old, paints stylized laborers, suns, fields and valleys.

For a union-themed gift, consider classic films like Norma Rae, Salt of the Earth, or Harlan County USA, all available on DVD. Salt of the Earth is based on a real strike against Empire Zinc Mine in New Mexico, and most parts are played by the strikers themselves. Notice for the role played by women, the film was blacklisted and denounced on the floor of the U.S. House of Representatives when it was released at the height of the McCarthy era. Norma Rae, staring Sally Field, is the story of a young textile worker who helps organize her mill despite the odds, as told by Hollywood, while Harlan County USA is an acclaimed documentary about a bitter Kentucky miners’ strike in 1973.

PRO-LABOR PIZZA

Finally, if you have family around Pensacola, Florida, this holiday season you can send them an authentic union-delivered pizza. The eleven-member American Union of Pizza Delivery Drivers (AUPDD), which represents drivers at the Domino’s franchise on Ninth Avenue (850-478-5565), is the first pizza-delivery drivers’ union in the United States. You can find out how they won at www.aupdd.org, where you can also order an AUPDD hoodie and a matching mug.
Delegates to discuss demands

On November 2, the PSC Executive Council voted to ask CUNY management to open negotiations on a new contract. President Barbara Bowen submitted the request to CUNY negotiators the following day.

“Even though colleges are still getting used to some of the new provisions in our current contract and the union is still working to ensure that CUNY pays retroactive monies correctly,” Bowen said in a letter to members, “the Executive Council decided that it was important to begin negotiations for the next collective bargaining agreement.” The contract now in force expires on September 19, 2007.

“We want to use the time between contracts to work on getting an agreement before this one expires,” CUNY Treasurer Mike Fabricant told Clarion. “We’d like to begin to move this forward, and if possible change the timing of when our contracts get settled.” At the same time, he said, “we need to hear from membership about what they want in a new agreement. The union will have certain ambitions about what a settlement needs to contain.”

Bowen said that the union leadership will “work in coordination with the PSC membership to develop a list of demands.” Under the PSC’s constitution, contract demands must be approved by the Delegate Assembly, and the DA will have a preliminary discussion of demands on November 9.

The DA’s decisions “will be informed by members’ discussions in the chapters, by the experience of previous rounds of bargaining, and by the rich commentary offered by faculty and staff during this Fall’s ‘listening campaign,’” said Bowen. When the coalition got under way in mid-November, CUNY management had not yet responded to the union’s request to start negotiations.

This summer the PSC helped form a bargaining coalition of municipal unions that includes more than half the municipal workforce, a move that many observers said had increased City workers’ leverage (see the September Clarion). In October, Bowen was elected as one of the coalition’s five co-chairs. Participation in the new group is to the PSC’s advantage, Bowen told members, because “our settlement must be approved by both the City and the State.”

But while the PSC will be affected by the terms of City settlements, Bowen said, it faces a different bargaining situation than unions in mayoral agencies: “We are required to bargain directly with our employer,” Bowen noted. “For that reason, we have requested negotiations directly with CUNY.” The better City workers’ contracts are, the better for the PSC, she said—but the PSC is required by law to negotiate a contract that receives both City and State approval.

EXEC RAISES

In a move related to future bargaining on salaries, the October 26 PSC Delegate Assembly approved a resolution on the large pay hikes recently awarded to top CUNY executives by the Board of Trustees. Chancellor Matthew Goldstein led the pack with a $45,000 raise, followed by increases of $28,000 each for the presidents of CCNY and Hunter. Goldstein’s raise was on top of a $100,000 increase that he received three years ago—and the union’s resolution noted that in percentage terms, this increase is in excess of the raises received by faculty and staff.

The resolution concludes with a modest proposal: it calls on CUNY management to open the next negotiations by offering raises on this scale to the instructional staff, “the people who do the real work of the University.” Until then, it suggests, managers who received larger increases than the CUNY faculty union got a fair contract.

LISTENING & PLANNING

The PSC leadership continued its “listening campaign” in October and November. Executive Council (EC) members met with chapter leadership and spoke with rank- and-file members at BMCC, CCNY, CSI, Hostos, John Jay, Lehman, Medgar Evers, Morton College and York. Most other campuses had been visited in September, so when Clarion went to press only a few remained.

Meetings were also held to hear concerns and ideas from the Retirees and CUNY Chapters, and PSC Secretary Arthurine DeSola has organized sessions with rank- and-file HEOS on 10 campuses so far, with more to come. EC members have already held sessions with leadership and activists from various union committees, including the Academic Freedom, Diversity, Health and Safety, International, Part-time Affairs, Peace and Justice, Solidarity and Women’s Committees. Meetings with rank- and-file members are providing input for a process of strategic planning that the union is planning to begin this Fall. The October Delegate Assembly (DA) broke down into small groups for its second strategic planning discussion, with teams working on the charter, contracts, the Department of Citywide Services, and forum on defining the union’s options. Next steps in the process include meetings to discuss the union’s strategic choices with chapter chairs and with PSC staff. - PH
By NATHANIEL CHARNY
PSC Director of Legal Affairs

A constant part of the PSC’s work is the defense of its members’ rights through vigilant enforcement of the contract. Contract enforcement issues that have arisen in recent years include the termination of a Grievance Counselor on due process grounds and the defense of its members’ rights against a department chair played a role in the PSC’s victory found that the non-reappointment of a faculty member was not permitted by the college’s current policy, and the college was ordered to reinstate the non-reappointed member.

The union has been successful in strengthening the contract’s requirements that faculty evaluations be one-on-one meetings between the department chair and the faculty member and that the evaluation conference memorandum must be limited to a direct account of that give-and-take meeting.

When one department chair was ordered to turn over the contents of a member’s administration file to someone other than the committees involved in reappointment, promotion, and tenure, he refused until given a directive from the college’s labor counsel. The college then referred to a select faculty committee.

When a member’s rights have been violated, and academic judgments of the president are involved, the contract may require that the matter be referred to a select faculty committee – a neutral panel entrusted with making a fact-finding decision.

The union has successfully challenged two offensive CUNY practices in these committees are administered. First, the union challenged management’s practice of renaming proposed members of a committee who have already been rejected by the union and the member. Second, the union challenged the inclusion of a president’s “reasons letter” into the confidential nature of the administration personnel file.

When CUNY management refused to negotiate with the PSC over issues of intellectual property, the union challenged that stance in court. Last year the Appellate Division of the New York Court system ruled unanimously in the PSC’s favor, but on October 17 that decision was reversed by the state’s highest court, the Court of Appeals.

“We were disappointed in the Court of Appeals decision,” said PSC First Vice President Steve London. “It leaves in place, however, the status quo anec with respect to CUNY’s bargaining rights and we may still demand to bargain over intellectual property. But, under the Court’s decision, CUNY is not required to bargain with us.”

The union began this case with a favorable decision from an administrative law judge (ALJ) of the Public Employment Relations Board (PERB) that intellectual property rights are mandatory subjects of bargaining, and the effect of Article 2 ended with the expiration of the contract.

In contrast, the high court’s decision this October ruled that this waiver continues in effect even after the contract’s expiration date. It cited the “Tribrorough Doctrine,” which provides for the protections of a public-sector contract to continue in place if no successor agreement is reached before a contract expires.

The earlier ruling by the Appellate Division pointed out that under this interpretation of the law, “CUNY would have no incentive to renegotiate Article 2, since its power to change policies unilaterally would continue.”

“The Court’s decision is hostile to workers’ rights and the right to collective bargaining because the decision’s main concern was the preservation of the ‘status quo’ after the expiration of a contract,” London said. “The Court’s decision does not recognize the disadvantage to public employees of the Taylor Law, which takes away public employees’ right to strike and does little to encourage public employers to engage in good faith bargaining.”

“It is important for faculty and staff to be able to negotiate over working conditions rather than to see them imposed unilaterally,” London said. University Faculty Senate Chair Manfred Phillip told Clarian that he agreed. “The intellectual property rights of the faculty are some of the most important rights they have,” said Phillip, “and this subject has to be part of the employment agreement.”

While Phillip praised the content of CUNY’s current policy, he said “it was one that they could have negotiated — and should have.”

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PSC defends free speech across CUNY

Baruch tries to gag its staff

By CLARION STAFF

Baruch College management has ordered staff not to speak with the media unless they have permission from the school’s Office of Communications and Marketing—but the PSC is demanding that the new policy be withdrawn.

“The policy violates the PSC and its members’ rights to free speech as guaranteed by the First Amendment of the US Constitution,” wrote Deborah Goldstein, PSC’s executive director, in a letter to Baruch’s president. “The PSC will defend against any and all actions that you may take against PSC members who choose to exercise their… rights to free speech.”

OCTOBER MEMO

Baruch new policy is strikingly similar to one announced at LaGuardia Community College in November 2005, although LaGuardia’s edict included faculty as well. In that case, management backed down soon after the PSC objected. Within a few days, CUNY central administration had announced that the LaGuardia decree would only be “suggestive,” and “not mandatory” (see Clarion, March 2006).

Baruch’s new rule was announced in an October 17 memo, distributed college-wide. “Effective immediately, the following policy shall be required for non-faculty senior administrative, managerial, professional and support staff at Baruch College,” the memo states. “Staff members who receive a media inquiry on a Baruch and/or CUNY matter must inform the reporter that it is college protocol for all press calls to go through the Office of Communications and Marketing (OCM). Staff members should not agree to be interviewed unless they have cleared an interview with OCM… and informed their Dean or Vice President.”

Censorship blocked at Kingsborough

By PETER HOGNESS

Last Spring Patrick Lloyd, assistant professor of chemistry at Kingsborough Community College, was suspended from two online discussion lists at the college by the KCC administration. His offense? Lloyd circulated literature from one union caucus and expressed his views on the Spring PSC union election—and management claimed he had no right to do so.

But after the PSC filed an improper practice charge with the Public Employment Relations Board (PERB), Kingsborough reversed itself completely this October. In a victory for freedom of speech in electronic communications at CUNY, management signed a settlement agreement which states that all bargaining unit members at KCC have an equal right “to use their campus e-mail accounts, including the ‘Full-time Faculty’ and ‘All Staff’ lists, to comment on union elections, including comments specifically supporting a particular candidate or candidate.” The college administration also promised that “no disciplinary action was or will be taken against Professor Patrick Lloyd for the incidents mentioned in the charge.”

UNION SPEECH PROTECTED

“This settlement makes clear that discourse about internal PSC elections is protected union activity, and that union elections are a vital part of the life of college campuses,” said First Vice President Steve London, who chairs the PSC’s Contract Enforcement Committee. “It is important for members to be informed, and computer resources like list-servers should be available to all sides. The union has an interest in protecting the right of all bargaining unit members to freely engage in political speech and electioneering, and we will defend it every time.”

The dispute arose during the PSC election campaign last Spring, after Lloyd was suspended from the two listservs for posting comments in support of the New Caucus slate. KCC’s provost told Lloyd he was no longer allowed to post to either list—-a move that came shortly after Rina Yarmish, CUNY Alliance presidential candidate, complained to Lloyd’s department chair and president Regina Peruggi about Lloyd’s use of the CUNY listserv.

After a controversy erupted over the suspension, the CUNY Alliance slate distributed a leaflet which argued that too broad an interpretation of “free speech” would “allow professors unrestricted right to send anything they wanted, whenever they wanted, through faculty listservs.” The Alliance contended that KCC had to “enforce its rules that faculty members not use the KCC faculty listservs to distribute political material” —rules which the CUNY Alliance insisted were “common to all CUNY campuses.”

The Kingsborough administration initially made the same argument—but after the union filed a charge of improper practice with PERB, management quickly began to back down. It became clear that there is no such policy across CUNY, and there was no such policy at Kingsborough.

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Retaliation costly for CSI

By CHRISTINA INGOGLIA

After an initial jury verdict in his favor, Irwin Blatt, a retiree from College of Staten Island and a PSC grievance counselor for twenty years, was awarded $170,000 in a settlement of his lawsuit against CSI. Blatt charged that the college retaliated against him for speaking out when a colleague complained about discrimination.

Blatt worked at CSI for thirty years as a faculty counselor, and also taught courses in psychology and anthropology. He retired from his full-time position in Spring 2003, and was appointed to teach two courses as an adjunct the following Fall. “I was promoted a full schedule in Fall 2003,” Blatt told Clarion.

INTIMIDATION TACTICS

Also in Spring 2003, Blatt testified on behalf of a colleague in a gender discrimination suit against the college. “I was testifying for someone who had won a civil court case against the University, a librarian who was upset,” Blatt said. Explaining Blatt’s position, Bratt said he had been his grievance counselor, and the fact that he testified in the case was widely known at CSI.

Three days before the Fall 2003 semester began, CSI Vice President for Student Services Carol Jackson called Blatt at his summer home. “She told me she knew I was testifying on my colleague’s behalf, and then told me she couldn’t offer me any hours that fall,” Blatt said.

Blatt spoke to grievance counselors at the PSC office, and they filed a grievance citing the Perretta failure to provide Blatt with proper notice. The case was clear-cut, said Diane Menza, a retired counselor for part-time personnel and a PSC Executive Council member. “CSI offered to reappoint him for the Spring semester,” Menza said. “He worked those two classes in the Spring—and then he was not reappointed again.” This time management followed standard procedure, so a similar grievance could not be filed. But Blatt believed he was still being singled out for his testimony the previous year, and he decided to go to court.

“This was a straightforward case of retaliation,” said Blatt’s lawyer, Jeffrey Mort. The Civil Rights Act bans retaliation for “protected activity,” Mort explained: “Protected activity includes filing a discrimination case, helping others make a discrimination case or a reasonable belief that you know about discrimination and then you report it to a superior or a government agency.” Menza and PSC Director of Contract Administration Debra Bergen testified on Blatt’s behalf during the trial.

SUBSTANTIAL SETTLEMENTS

“The jury awarded $80,000 for emotional distress,” said Mort, “and the judge had to decide if back pay would be awarded.” At that point, the two sides negotiated the final settlement. Last year a $1 million settlement was awarded to two HEOS at Queens College’s Calandra Institute. “Both cases involved retaliation for a complaint about discrimination. Although the issues in each case were different, both of them involved a clear message: your right to challenge discrimination is protected by law. If CUNY retaliates against any PSC member,” said Bergen, “there is a price to pay under the law and under the contract.”
YOUR BENEFITS

New dental benefits

By PETER HOGNESS

Trustees of the PSC/CUNY Welfare Fund have approved a package of improved dental benefits for full-time instructional staff, effective January 1, 2007.

Two different kinds of coverage are available under the new plan, and members have until December 12 to make their choice. One option is an enhanced version of the current Guardian plan, with higher reimbursements. The other is a completely new option: Delta Dental, a health maintenance organization (HMO) for dental care. Guardian offers a wider choice of dentists, while Delta Dental generally offers lower out-of-pocket costs. Orthodontia coverage is now included in both options.

DEADLINE

To choose Delta Dental, members must submit a form by December 12. Members who take no action will remain in the Guardian plan, with improved coverage. “With either choice, our members will spend less on dental care,” said Steve London, PSC First Vice President and the Welfare Fund’s Executive Officer. “This is a welcome change.”

The improvements were made possible by the union contract ratified this summer, which required CUNY to increase its payments to the Welfare Fund. “Every member who signed a postcard, made a phone call or came to a rally during the contract campaign deserves our thanks,” said London. “We were only able to win this increased funding because members were willing to act.”

“Members told us that they needed an improved dental plan, and we told CUNY we wouldn’t sign a contract without a major increase in their welfare contributions,” PSC President Barbara Bowen told Clarion. “CUNY suggested that we cut benefits for retirees, but we refused to go down that road. Instead, the PSC became one of the few unions in this period to win an increase in health benefits.”

Under the enhanced Guardian plan, all members will get the higher level of reimbursement that was previously available only to those who purchase an optional “buy-up” rider. Currently, everyone in the Guardian plan will be paid at this higher level with no extra charge. In addition to the reimbursements, those who enroll in the Guardian plan will continue to get lower, discounted fees from Guardian participating dentists.

Under Delta Dental, a managed-care plan, there are no claim forms when CUNY negotiators suggested cuts in retiree benefits, the PSC bargaining team rejected the idea in the strongest terms. But what made management listen was the actions of members away from the bargaining table: above, retirees take their message straight to the Board of Trustees.

When CUNY negotiators suggested cuts in retiree benefits, the PSC bargaining team rejected the idea in the strongest terms. But what made management listen was the actions of members away from the bargaining table: above, retirees take their message straight to the Board of Trustees.

FAQs on the improved dental benefit

By STEVE LONDON

PSC First Vice President

What is the new dental benefit?

Under the new dental benefit, all full-time instructional staff can choose between two options:

1) an enhanced version of the current Guardian plan, or
2) a completely new option, the Delta Dental HMO.

If you decide to remain in the Guardian plan, you will still have the choice of using a Guardian participating dentist or going out of the Guardian network. If you choose the Delta Dental HMO, you will be limited to using a Delta participating dentist in order to receive a benefit.

The PSC-CUNY Welfare Fund will pay for members’ access to one or the other of these plans.

How do I sign up for the new benefit?

If you do nothing, you will automatically be enrolled in the enhanced Guardian plan. If you wish to sign up for the new Delta Dental HMO, you must send an enrollment form to the Welfare Fund by December 12, 2006. The Fund is mailing a packet of information and enrollment forms to each member at their home address. Campus benefit officers and the Fund office will also have enrollment forms. If you have not received an information packet by December 1, please contact either your campus benefit officer or the Welfare Fund.

How has the Guardian plan been enhanced?

The old Guardian plan had three components: 1) discounted fees offered by Guardian dentists; 2) a basic reimbursement schedule for each procedure applied to either the discounted fees of Guardian dentists or to the higher fees of non-participating dentists; and 3) an optional “buy-up” rider that members could purchase to provide a richer reimbursement schedule. This “buy-up” increased the reimbursement for major and basic care by about 400%, and had an annual cap of $1,500 per covered person.

The enhanced Guardian plan gives everyone in the plan the higher reimbursement schedule previously available only to those who purchased the optional rider. There will no longer be a $1,500 cap. This means that members who have been paying for additional levels of coverage will no longer have to pay extra, and members who were in the basic plan will see reimbursements go up by about 400%. So the new Guardian plan has just two parts: 1) discounted fees offered by Guardian dentists; and 2) a higher reimbursement schedule that can be used for both in- and out-of-network dentists.

How does the Delta Dental HMO work?

Similar to a medical Health Maintenance Organization, dental HMOs enroll what you see is what you get. Members choose Delta Dental. In addition, the member will be responsible for paying a specified fee for the services delivered by the dentist, but this fee is much reduced from the normal price (see chart for examples). The members payment for most preventive procedures and a few basic procedures (e.g. a one-surface silver filling) is nothing.

Delta Dental participants will select a primary-care dentist from the Delta Dental network. This dentist will manage your care within the network, referring you to specialists when needed. If you do not like the Delta dentist you chose, you will be able to change to another primary-care dentist.

How is the Delta Dental HMO different from the Guardian plan?

There are three major differences between these two plans:

1) Cost. For most dental procedures, Delta Dental will be less expensive than services delivered by Guardian or non-participating dentists. (See chart for some comparisons.)

2) Choice of dentists. The Guardian plan offers a greater choice of participating dentists than Delta Dental, as well as greater choice of and access to specialists. The Guardian plan’s reimbursement schedule can be used with dentists both in and out of the Guardian network.

3) Method of payment. Delta Dental has no forms to fill out and no waiting for reimbursements. The charge you see on the schedule of co-payments is what you owe the dentist. Under the Guardian plan, you get a discounted fee when you use a Guardian dentist or pay a higher fee when you go to a non-participating dentist. Afterwards, the Welfare
benefit

The Delta Dental plan covers both adult and child orthodontia. Both of these plans will provide you with greatly reduced out-of-pocket orthodontia expenses. If you choose to go to a non-participating dentist and you are in the Guardian plan, you will be reimbursed for orthodontia procedures at the rate of 25% of the Guardian discounted rate. Depending on your orthodontist's billing pattern that reimbursement will be approximately $700 to $800.

Are the Delta Dental and Guardian dentists high quality?
Both Delta and Guardian have quality assurance programs. Many of our members have used and are satisfied with Guardian dentists. We are new to Delta Dental, but the Delta Dental HMO is a part of the Network, and many others. You will not, however, be alone in finding quality dentists. The Welfare Fund will conduct satisfaction surveys, follow up on member complaints, and analyze utilization data to be sure that Delta Dental and Guardian dentists' practices are within acceptable norms, and the Welfare Fund will institute a member-to-member referral page on its new website (forthcoming before the end of the year).

Will adjuncts be able to participate in Delta Dental?
The Welfare Fund is in discussions with Delta Dental to see if this can be arranged. All the information is not in yet. So, for now, the Delta Dental HMO will only apply to full-time in-service members and retirees.

Will I be getting more information to help me choose between dental plans?
Yes. The Welfare Fund is mailing out information packets that contain detailed explanations of each plan, cost information, information sheets on how to compare the plans, and enrollment forms. If you have not received this information packet by December 1, see your campus benefits officer or call the Welfare Fund (212-354-5230) to get one.

New dental options: Your choice

<table>
<thead>
<tr>
<th>Dental Procedure</th>
<th>Delta Dental Option (Dental HMO)</th>
<th>Guardian Option - Participating Dentist (after dentist's discount plus WF reimbursement)</th>
<th>Guardian Option - Non-Participating Dentist* (after WF reimbursement only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Ortho Treatment Visit</td>
<td>$350</td>
<td>$3,500</td>
<td>$4,100</td>
</tr>
<tr>
<td>Comprehensive Ortho Treatment – transitional</td>
<td>$3,500</td>
<td>$1,950</td>
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<tr>
<td>Pre-Ortho Treatment Visit</td>
<td>$350</td>
<td>$200</td>
<td>$287</td>
</tr>
<tr>
<td>Ortho Retention (removal of appliances, place retainer)</td>
<td>$600</td>
<td>$319</td>
<td>$494</td>
</tr>
</tbody>
</table>

*Average charges mean the average charge of all dentists for a procedure in zip code 10010. Actual dentists' charges may vary from the charges illustrated above.

**Members' out-of-pocket costs with non-participating dentists are the average charges minus the Fund reimbursement.
Students and soldiers

Michael Harmon is back from Iraq, and studying respiratory therapy at Borough of Manhattan Community College.

By FERNANDO BRAGA

Carolina Silvario was on the bus heading home from an evening class at City College when her cell phone rang. It was her army leader from her Army National Guard unit, the 140th Quartermaster Company. They were being activated for duty in Iraq and needed to leave for training in five days. “I didn’t believe it. I didn’t believe it was actually happening,” she recalls.

Surprised and stressed, Silvario went to school the next day to withdraw from her classes. With the help of the Veterans Administration representative at CCNY she received a full refund.

She packed, said goodbye to her mother and sister, and five days later found herself in Fort Dix, New Jersey, training for combat. “I felt so scared,” she says. “I didn’t know if I was going to come home alive.”

She didn’t agree with the war – but when it comes to military life, Silvario explains, “I just do what I’m told.”

Silvario, 26, is one of hundreds of CUNY students who have been mobilized for service in Iraq. Five CCNY students – Jim Prevette, Segun Fredrick Akindute, Francis Obaji, Min Soo Choi, and Hai Ming Haia – have been killed in the conflict. Many more have returned from a combat zone to CCNY classrooms. These are some of their stories.

At her base near Tikrit, Silvario maintained military showers, performed guard duty and secured the front gate. She didn’t leave the base often, but says that the area was “mortared left and right, every single day.”

“Shells mortar the base completely, but two landed too close for comfort. One shell burst near her tent while she was inside. But Silvario does not consider herself to have been in combat: “I never had to engage my weapon. I never had to kill anybody.” Based on her training, she thought it would be worse.

In Fall 2004, three semesters after leaving CCNY to serve in Iraq, Silvario returned to school. When it came to receiving her military educational benefits, “everything was really smooth” – but she adds that 12 months of danger, anxiety, and anger at being away from home developed into post-traumatic stress disorder (PTSD). For Silvario, PTSD included short-term memory loss, making her classes more difficult.

“Every day she wasn’t able to remember what her professors said moments after they said it and no professor ever noticed,” After several months, she regained her short-term memory, but her schoolwork had suffered. “I passed, but my grades weren’t good enough,” she says with regret. Despite the obstacles she faced, Silvario graduated from CCNY this past June with a degree in landscaping and architecture. She tells Clarion that she hadn’t told her professors about her memory difficulties because “I didn’t think it was a big problem.”

LUCK & LAND

“I almost got killed on my birthday,” Ali Aoun says in a matter-of-fact tone. It was August 20, 2004, and the 22-year-old soldier in the Army National Guard was inside his small Army base in Baghdad. Aoun says that as he was walking, a mortar fell to the ground several feet away – but, instead of exploding, it bounced away and lay silent. It was a dud.

An average day was less dramatic. Aoun says he spent most of his time in Iraq sitting around, smoking and talking about nothing in particular with other people in his unit.

Aoun remarks that the war in Iraq “is colonialism all over again.” He recalls that his 1st Sergeant would refer to the Iraqis as “Indis,” – as in “cowboys and Indians” – and would tell his troops, “The Indians are out to get you.” But Aoun says he is not anti-military, and that most civilians don’t understand or appreciate why the sacrifices of US troops are necessary.

Without US military interventions, he believes, the American economy would falter and the US standard of living would be at risk. “Only terrible things can bring about stability and power,” he explains. “Through our blood all this is possible.”

Coming home, Aoun says, felt “like someone lifted a stone off my chest.” The reason was simple: “I didn’t have to worry about dying anymore.” The spring semester of 2006 was 22-year-old Aoun’s first term at Borough of Manhattan Community College (BMCC). He had no problems getting his GI Bill benefits, and says that compared to Iraq, being a student is easy. But Aoun often feels out of place among civilians. He tells Clarion he’s angry that most people in the US don’t give much thought to the war. He mentions a recent poll, which found that many Americans couldn’t find Iraq on a map. “People are absorbed in superficial things,” he says – and the average person “doesn’t want to know anything beyond his own nose.”

ON PATROL

Anibal Lugo, 26, spent his first Thanksgiving in Iraq on patrol. When US convoys received fire, they would return fire and speed off. But Lugo said it was his job to stay behind with a response team to engage and destroy the enemy. He recalls he once spent three hours in a firefight.

“I was in an environment where people were being killed and people were trying to kill me,” he says. “Bombs were being dropped on me.”

Lugo’s unit, the 68th Infantry Regiment, based in the armory across the street from Baruch College, lost ten soldiers. Nine of those were killed from a Louisiana unit that served along side them.

“You’ve still got memories at the back of your mind,” he says. “Till this day I still look back and get scared.”

Lugo survived Iraq and came back to continue his education at John Jay. He says he expected counseling services for veterans at John Jay, or a simple memorial, but says he saw neither type of recognition. Lugo says, “They should have an office at John Jay and put down a name there and then it’s over and we’re done.”

Lugo says he wants to ask professors, “Can you help me? Can you leave your family...on hold for two years. Most off the line with civilization for two years and then start over? Get shot at, pick up dead bodies, get back home and still do your job.”

“We’re giving up our rights so someone can teach [about] rights,” he says. “If there were no guys like us protecting the US, there would be no colleges.”

Lugo says only one professor, a Vietnam veteran who spotted the Army insignia on his ring, recognized and appreciated his service. While studying at John Jay, Lugo is also an officer of the NYPD.

MEDIC

Michael Harmon, a student at BMCC, says he will not be going back to Iraq voluntarily. He is out of active duty and intends to stay out.

Currently studying respiratory therapy, Harmon says being a student is a big relief. “I’m doing well in school now,没 one cares like I was in the military,” he says.

Harmon appreciates the difference between taking orders and taking independent responsibility for his own decisions: “I go to class, I do the reading, and it’s up to you to complete the assignments. In college, they treat you like a person.”

Harmon was an active-duty combat medic in the 4th Infantry Division’s 101st Airborne. He was part of the initial invasion force, which saw US forces push up from Kuwait to Iraq in March 2003. Looking back, Harmon says one of the hardest parts was seeing kids getting caught in the crossfire.

Once, Harmon remembers, he had to treat a two-year-old girl. She was shot in the thigh by a soldier in his unit reacting to a roadside explosion. Harmon says she didn’t cry: “She just looked at me like, ‘What the fuck is going on?’” It was crazy, like a two year-old was adapted to all that violence.” It was experiences like this that led Harmon to join Iraq Veterans Against the War once he was out of the Army.

Lugo’s unit returned home to Ft. Hood, there were rumors they might be deployed again. Harmon said he became defiant. He feared a policy called “stop-drop” that would force him to endure another tour in Iraq beyond the initial terms of his contract. “I stopped getting my hair cut,” he says. “I stopped shaving. I stopped going to the daily physical training formations.”

Harmon’s command agreed to relieve him before his contract was up. He recalls his commanding officer saying, “We don’t want a bad soldier infecting the ranks.”

NO VETS’ COUNSELOR

While he considers himself better off as a civilian, Harmon complains that there is no designated veterans’ counselor at BMCC, psychological or academic. “I was surprised,” he tells Clarion. “There’s a veterans’ office, but says he saw neither type of recognition.”

Harmon found out he was not eligible for the GI Bill only after going to the school’s VA representative several times. The school says it has only one VA administrator who handles tuition assistance, among other duties.

BMCC has long had issues with lack of adequate student counseling services. The college’s refusal to hire more faculty counselors has been a particular point of criticism. “There have been four major waves of troop deployment to Iraq. Every fall since 2002, tens of thousands of service members from all across the country prepare for combat operations. This semester is no different – and CUNY students will be among them.”

Fernando Braga is a student at Hunter College and a specialist in the 38th Sustainment Brigade, a US Army National Guard unit. He served in Iraq in 2004-5.
Flying under faculty radar

New test arrives at CUNY

By LENORE BEAKY
Vice Chair, University Faculty Senate

With little notice, a new test has arrived at CUNY. The Collegiate Learning Assessment (CLA) was administered to over 500 students at Lehman and City Colleges in 2005-6, and is due to be administered to hundreds of other CUNY students during 2006-7. Though top University officials hold positions with the test’s vendor, no faculty governance body was consulted about the decision to employ the test at City University.

Benno Schmidt, who chairs CUNY’s Board of Trustees, is also head of the Board of Trustees of CLA’s vendor, the Council for Aid to Education (CAE). Eduardo Martí, president of Queensborough Community College, is a member of the CAE board. As a result, the persistent promotion of the CLA within CUNY has raised questions of conflict of interest.

"NEEDS TO STAND APART"

On September 26, Chancellor Goldstein told the University Faculty Senate that in several conversations, Dr. Schmidt maintained that he had not planned to push for the test. The Chancellor also refused to adopt the CLA and had indicated “that he really needs to stand apart from this, which he has.” President Martí has told Queensborough’s Academic Senate that, contrary to earlier plans, he has decided not to administer the CLA at his college “due to the appearance of a conflict of interest.”

CUNY spokesperson Jay Hereshenzo told Clarion that Chair that Martí was the only CUNY college president with whom Schmidt had discussed the CLA. “Chairman Schmidt has also briefed Chancellor Goldstein and three members of the Chancellor... [on] developments relating to the CLA,” he said. It is not clear whether Schmidt “receives no compensation” for his work on the CAE board.

The development of the CLA coincides with a national push by the Bush administration and Congressional Republicans for “accountability” in the realm of higher education – in particular through nationally standardized tests. The recent Commission on the Future of Higher Education (the “Spelling Commission”) prominently mentions the CLA in its report as one possible standardized measure of student learning.

“VALUE-ADDED”

The CLA is described as a “value-added” test, and CAE claims its exam can measure changes in students’ critical thinking and reasoning and written communication skills during their college education. Students’ results are expressed simply as a single number for each of the test’s three sections; the exam is meant to evaluate institutions, not individuals.

The CLA consists of three parts, a “performance task” and two essays. In one sample performance task, the student plays a role of an advisor to the president of Dynatech, which must make a recommendation regarding the company’s purchase of a small private plane, based on information an online “document library.”

The second task, “a make-an-argument” writing prompt, asks students to write an essay in response to a statement such as “There is no such thing as ‘truth in the media.’”

The third task, a “critique-an-argument” prompt, asks students to analyze and evaluate the logic of arguments such as those connecting the unhealthy menu of the “Happy Pancake House” and obesity. “Value added” is measured by the CLA in two ways. ‘Deviation scores’ measure the difference between actual student performance and expected performance based on students’ SAT or ACT. But SAT or ACT scores are themselves poor predictors of student performance – for example, studies at the University of California found that SAT scores help predict less than one-quarter of the variance in freshman GPA. Second, the CLA’s “difference scores” contrast the scores of freshmen and seniors.

“Continuing commitments” to test administration are held accountable for curricula, admissions, certification and retention – all matters of faculty responsibility according to Article 8.6 of the CUNY bylaws. CAE President Roger Benjamin asserts that the CLA can be an “inextricable part of the teaching/learning process,” that it can guide “changes in courses, programs, and teaching,” and can even be used to measure “teaching effectiveness.”

Questions raised about conflicts of interest

But Phil Pecorino, chair of Queensborough’s Faculty Senate, questions the CLA’s validity. The CLA approach does not take into account whether the ‘seniors’ taking the instrument have spent two, four, six, eight or more years at a college or at different colleges, says Pecorino. “There is really no way to tell exactly how any college was responsible for the ‘value added.’” The test has been neither normed nor validated, he asserts, and “the protocols for its administration are not fixed, permitting great variations in the sampling routines.”

Whatever the CLA’s merits, it is clear that the test was not introduced at City University because of faculty interest. While its use at CUNY goes back over a year, until recently no input from faculty appears to have been sought. CAE and its supporters say that the CLA will affect curricula, pedagogy, admissions, certification and retention – all matters of faculty responsibility – summarized by the CLA’s “difference scores” contrast the scores of freshmen and seniors.

The third task, a “critique-an-argument” prompt, asks students to analyze and evaluate the logic of arguments such as those connecting the unhealthy menu of the “Happy Pancake House” and obesity. “Value added” is measured by the CLA in two ways. ‘Deviation scores’ measure the difference between actual student performance and expected performance based on students’ SAT or ACT. But SAT or ACT scores are themselves poor predictors of student performance – for example, studies at the University of California found that SAT scores help predict less than one-quarter of the variance in freshman GPA. Second, the CLA’s “difference scores” contrast the scores of freshmen and seniors.

Voters singing a new tune

When anti-war, pro-union candidate John Hall beat 12-year incumbent Sue Kelly in the 19th Congressional District, The New York Times called it “perhaps the night’s biggest surprise” in the metro region. A former Saugerties school board member, Hall criticized the Bush administration’s underfunding of education and its over-reliance on standardized testing. "Thank you to all my supporters, volunteers, and brothers and sisters in labor," Hall wrote on his website. "We couldn’t have done it without you!" More than 200 PSC members live in the district, and the union's Legislative Committee called every one of them to urge a vote for Hall.
By MARIE GOTTSCHALK

The umbrella of employee health benefits is growing increasingly threadbare. As Andrew Stern, president of the Service Employees International Union, declared recently: “We have to recognize that employer-based health care is ending. It is dying in front of our very eyes.” Today, health benefits are once again a major arena of labor-management strife. And once again universal calls for universal health care by labor leaders mask important differences between them over health care reform. Some labor leaders are advocating a bottom-up mobilization in support of a single-payer solution that would dismantle the system of job-based benefits based on private insurance. Others are staking their health care strategy on wooing key business leaders to become constructive partners in some kind of unspecified comprehensive reform of the health system.

Meanwhile, employers have begun coalescing around the idea of an individual mandate as they have been off-loading more of their health costs onto their employees. Instead of penalizing businesses that do not provide health coverage for their employees, the focus has rapidly shifted to penalizing individuals who do not secure at least a minimal package of health benefits. The growing popularity of an individual-mandate solution has the potential to unite employers, insurers, and others, creating a formidable obstacle to resolving the country’s health care crisis. The individual mandate provides a means for employers to essentially abdicate on questions of access and cost, as the burden of health care is increasingly defined as a problem for individuals, not business, society, or the government.

WHO BEARS THE BURDEN?

With the rise of the idea of an individual mandate, we may be at the cusp of a fundamental shift in ideas about the relationship between employers and health benefits. As some labor leaders look backward to the last battle over health care reform, business is rapidly staking out a new frontier with the individual mandate. The hope among some labor leaders that business holds the key to unlocking the health care stalemate is a false hope. It is an inadequate strategy to successfully challenge the individual mandate and construct an alternative vision of reform that leads to a truly universal and just health care system.

The individual mandate is now all the rage in expert and more popular discussions of health policy. This idea appears to have suddenly burst into the policy limelight, but it actually has been years in the making. It is another example of the right-leaning radical incrementalism that aims to dismantle what’s left of employment-based health insurance and replace it with individually-focused programs such as Health Savings Accounts (HSAs). The HSAs and individual mandate essentially ratify a new norm in social policy—that individuals, not employers, the state, or society, are primarily responsible for their own health care. This further erodes the idea that health insurance is a kind of social compact meant to help “equalize financial risk between the healthy and the sick,” as Malcolm Gladwell put it last year in The New Yorker.

After the defeat of Clinton’s health care plan, many advocates of a more equitable health care system looked hopefully to the states as the next promising frontier in health reform. The hope was that the States would lead, as a stalwart persisted in Washington. The California legislature’s recent first steps toward creation of a single-payer plan demonstrate the continued promise and vitality of state-level reform efforts and labor’s key role. But right-leaning radical incrementalism has solidified on Washington. It is having a remarkable impact on the health care debate in some states, most notably Massachusetts, which last spring enacted an individual mandate.

Meanwhile labor appears to be vexed with internal divisions: These divisions and obstacles are not insurmountable, however. They do not foreclose a major role for organized labor in moving the United States toward the laudable goal of comprehensive, high-quality, affordable health care for all.

Marie Gottschalk, associate professor of political science at UPenn, will be the keynote speaker at the PSC symposium on health care reform, Dec. 2 from 10 to 3 at the Hunter School of Social Work, at 786 & Lex. (E-mail: marie.grandpa@gmail.net for more info). She is author of The Shadow Welfare State. Adapted from “The Health of the Nation,” forthcoming in New Labor Forum, January 2007. (Subscription info: www.newlaborforum.org.)
The next contract

By BARBARA BOWEN
PSC President

The ink was, literally, not dry on the current contract (the contract booklet is being printed as Clarion goes to press) when I wrote to CUNY management on November 3 with a formal request to begin negotiations on the next one. The present contract expires less than a year from now, on September 13, 2007.

Together with the PSC Executive Council, I decided to initiate negotiations now for two reasons: first, management’s insurmountable delay in settling the last agreement; and second, political developments in recent weeks. One sign of those developments was the quick contract settlement reached by the United Federation of Teachers (UFT) on November 6, just days after we wrote to CUNY.

An early start to negotiations does not guarantee a timely finish, however, as we learned in the last round. Last time, the PSC initiated the process well before the previous contract expired, and CUNY management then sat at the bargaining table for nearly two years before offering us a penny. There was no way that the PSC could have a contract in the absence of any financial offer. We were in negotiations for more than three years because that’s the time it took to get CUNY management to increase their economic offer.

I suspect that Chancellor Goldstein and his representatives (the same folks who recently rewarded themselves with a fat raise) have learned from the last round that they should not repeat their four years of delay. But we cannot count on their enlightenment or their good will – those are the same people who have so far allowed college presidents and managers to circulate misinformation on the current contract (more about that later). The PSC leadership decided that we needed to start early and press hard.

NEW LANDSCAPE

The other reason to begin now is that the political landscape for this round of negotiations is different from the one we faced last time. The quick settlement reached by the United Federation of Teachers (UFT) on November 19, 2007, was no way the PSC would settle a contract that simply guaranteed a timely finish, however, as we learned in the last round. The overriding goal was to move forward with contracts free of concessions and reach settlements without forcing members to wait years for their money.

The PSC leadership felt we should be in a position to move quickly, even though we are affected by the pace of negotiations in the State as well as the City. Labor negotiations for State unions are moving more slowly, especially because the new governor does not take office until January. One of members’ consistent themes in conversations during this fall’s “listening campaign” was that CUNY’s delays in settling the last contract. The costs of that delay to faculty and staff – financially, academically and emotionally – were enormous, and have left a legacy of bitterness about the employer that CUNY will have to work to undo.

STRATEGIC THINKING

Hard as it was, the last contract campaign positions us well to think about how to approach this one. The thing that struck me most during the listening campaign was the sophistication of CUNY faculty and staff in thinking about the strategy for the next contract. I remember the first contact I had with CUNY getting a summary of the proposed new contract in the mail and receiving no hint that it was the product of an intense political process. We were infantilized by a union leadership that allowed us to believe that contracts were negotiated in some remote precinct and handed down from on high. The last contract fight, precisely because it was so intense, was also a school of unionism. What it taught us was that our contract is about power. Members across the University have been thinking hard about how we can increase the power on our side of the table, and what we can demand for the kinds of demands we make.

“We should talk about the nature of political struggle,” said Alvin Tramble, a student recruitment counselor at Bronx Community College, when asked about the next round of bargaining.

SPEED

Moving quickly to be ready to enter negotiations should allow us to deepen that conversation. Speed is not incompatible with developing our list of demands democratically, especially because there has been widespread discussion on the subject this fall. Many chapters will be discussing how to formulate a strategic list of demands in chapter meetings, and the November 30 Delegate Assembly (DA) will include a preliminary discussion of the issue. After a chance for further discussion with members, delegates will vote at a later DA, as the PSC Constitution requires, on the final list of demands. The DA is open to all members, you are welcome to attend.

I cannot leave the subject of a new contract, however, without a few words on the present one. First, congratulations to every one of you who fought for increased Welfare Fund contributions by CUNY. The 20% increase in their annual contributions – together with the one-time amount of $31 million from our settlement – stabilized the Fund and paid for the new dental plans unrolled this month. The PSC is among the few unions in the country at the present moment that bargained an increase in its health benefits. Second, the answer to everyone who has asked about a new contract booklet is Yes: every PSC member will receive a printed copy of the 2002-2007 contract by mail this fall.

Third, contrary to what you may hear from management on your campus, there is enough money in the contract settlement to pay for the sabbaticals at 86% pay. We negotiated additional money for both the difference between 50% and 86% and the expected increase in the number of sabbatical applications because of the new rate. And last, if management on your campus tells you something different about this contract from the information you have received from the union, check with your chapter chair or PSC grievance counselor. We fought hard for every word of this agreement, and the best basis for negotiating a new one is to insist that this agreement be implemented right.

We have asked for bargaining to begin.
Solving the college staffing crisis

By MARITA GLUZMAN
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American higher education is in crisis – but most Americans don’t know it.
“Less than 30% of the instructional workforce are now in full-time tenured or tenure-track positions,” says Larry Gold, director of the higher education division of the American Federation of Teachers (AFT). “The rest are in shaky assignments.” This shift has meant low pay and insecurity for part-time and contingent academics, and overwork for the shrinking number of tenured faculty. “This is not healthy for higher education,” says Gold.

“How can one of the most unionized industries in the country, higher education, have allowed a situation to develop in which 70% of the jobs are contingent or part-time?” asks PSC President Barbara Bowen. “That situation would be unthinkable in law or medicine, or even K-12 teaching. It is a challenge to our national union to try to undo the broken labor system.”

NATIONAL CAMPAIGN

The AFT is now poised to do exactly that. The national union is about to launch a new campaign based on a proposal submitted by Bowen, that aims to change the structure of academic employment in the United States.

The proposal dates back to 2005, when Bowen urged that the AFT develop its own legislation to address the staffing crisis and launch it in several states at once. An AFT working group on the academic staffing crisis, chaired by Bowen, drafted a detailed proposal, with input from local leaders in Washington, California, Michigan, and Rhode Island. The proposal was approved by the AFT Executive Council earlier this year.

The centerpiece of this Faculty and College Excellence Campaign will be the simultaneous introduction of legislation in close to 20 states and at federal level that would reverse the erosion of full-time, tenure-track positions, and ensure fair treatment for those on part-time or temporary lines.

“The model bill now being drafted has two key goals: 1) achieving parity for contingent academics in pay, health care, pensions and other benefits; and 2) attaining a 75/25 ratio between full-time tenured or tenure-track jobs and contingent or part-time positions.”

“The goal is to get legislation introduced in as many states as possible at the same time across the country,” said Juliette R. Mariano, president of United College Employees at Fashion Institute of Technology and a member of the AFT’s higher education committee. “The object is to make this a national issue.”

“To develop the version that will be introduced in New York,” Bowen said, “the PSC is working with New York State United Teachers, United University Professions and community college unions at SUNY.”

“Every state will develop its own version,” Gold explained, “but each state’s bill will have the same name and the same core goals. To achieve those goals will cost money, and the legislation would establish a ‘faculty restoration and equity fund’ to pay for new full-time tenure-track lines and equity in salary and benefits for contingent faculty. To get this legislation passed will not be easy, but Gold is confident that with persistence it can be done. “This will be a multi-year campaign,” he told Clarion. “With testimony at public hearings, through direct outreach, we’ll develop a constituency for it.”

CHANGE THE DEBATE

At CUNY, roughly 50% of all undergraduates are taught by adjuncts. AFT delegate Kathy Holland says that in the Los Angeles Community College District, where she works, part-time faculty outnumber full-time faculty three to one. These facts are all too familiar for anyone who works in higher education. Yet this sea change in the structure of academic employment was completely ignored by the Bush administration’s Commission on the Future of Higher Education (the Spellings Commission). “If the commission had included at least one representative from a faculty organization,” said AFT President Ed McElroy, “an issue like the staffing crisis would not have been ignored.”

“The national debate about higher education has been dominated by the far right and by fear-mongering about ‘dangerous’ professors,” said Bowen, who is an AFT vice president. “That is simply a distraction from the real issue: higher education has been hollowed out by decades of under-staffing.” When she proposed a bold, multi-state campaign to turn this trend around, Bowen told Clari-

Higher education delegates meet at the AFT convention. In second row, PSCers Jack Judd, Anne Friedman, Iris DeLutro.

on, “my goal was to reframe the debate nationally about higher education.”

“American higher education now appears to be at a crossroads,” declared a resolution approved at last summer’s AFT convention. “The achievements of the past have been put at risk by the employment policies of the present.” Bowen emphasizes that restoring full-time faculty lines and treating part-time faculty fairly will benefit students. “This is about providing our students the education they deserve,” she told Clarion.

“The loss of good, tenured jobs and the exploitation of contingent faculty are two sides of the same coin,” said the AFT’s Gold. “Both result from a lack of funding for public education” – and both trends are bad for students.

“The dearth of full-time positions has meant that the full-time faculty who remain are less and less able to devote the time they need to their research and teaching because they have an increased share of the responsibility for student advising, college governance and curriculum development,” notes the AFT resolution. “So long as part-time/contingent faculty have to run from job to job to earn a living, so long as they have to worry about obtaining health and pension benefits...so long as they are the academic equivalent of piece-workers, the quality of education, research and community service offered by American colleges and universities will suffer.” Despite contingent faculty’s dedication to their students, no one can do their best work in bad conditions.

A large number of contingent faculty are “temporary” or “part-time” in name only. Many have been teaching at the same institution for 10 or even 20 years, and those who pay the rent by stitching together several “part-time” jobs can spend more time in the classroom than their full-time colleagues. Students’ benefits from these many years of experience yet adjuncts’ seniority generally goes unrecognized.

If the AFT’s legislative campaign is eventually successful, and the state-mandated baseline of 75/25 is put into effect, it is a matter of simple arithmetic that fewer part-timers will be needed. What would happen to the contingent faculty of today?

Gold says that the AFT’s model legislation will include some form of preferential consideration for part-timers already employed by institutions. One model for this could be the 100 conversion lines won in the current PSC contract. These are full-time lecturer lines that departments will fill by hiring from the pool of the most experienced CUNY adjuncts. (See the Summer 2006 Clarion, p. 9.)

PARITY

Of course, 100 lines is a drop in the bucket, and even the additional 500 conversion lines that the PSC has proposed for state funding would only be a start. But these initiatives give us an example of how experienced adjunct faculty could be retained. And winning pay and benefit parity for contingent faculty would galvanize the movement to resist moving contingent faculty onto full-time lines.

“Part-time staff in higher education has grown worse each year,” said Bowen. “It’s time to stop living with it, and start solving it.”

15-MINUTE ACTIVIST

Protect your own health and safety on the job

Among the most consistent themes to emerge in the PSC “listening campaign” is that CUNY buildings are too often unhealthy and even dangerous. Who do they best work – or any work – when they have to contend with noxious fumes, falling ceiling tiles, mice and even rats in the classroom and buildings dangerously in need of repair? It is CUNY management’s responsibility under the contract to provide an environment that is “free from recognized hazards.” Unfortunately, we often have to hold them to that responsibility. Help the union to do that by writing down every unhealthy or unsafe condition you observe; help us to create a written record. Send your comments to the PSC Health and Safety Committee’s staff assistant, Lavina Mayukh, at lmayukh@pscmail.org. She will contact your chapter chair and the Health and Safety Committee co-chairs.