

Interview with Debra Bergen by Irwin Yellowitz

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Interviewer: Today is November 22, 2016. This is Irwin Yellowitz. I am going to be interviewing Debra Bergen of the PSC staff. I would like to begin with her background which we do for all of our interviewees. Debra, would you tell us a little about your family history, your education and your previous work experience before you came to the PSC? Then, you might tell us why you joined the PSC.

Debra: I [have given a lot of thought [to that] question. The first thing that came to my mind was the influence that my grandmother had on me on my father's side of the family, my grandmother, Anna Stern. I learned about Anna Stern when I was enrolled at the Cornell Trade Union Studies Program for Women, which I enrolled in 1983. As part of that course, I had to do an oral history. I interviewed my father about somebody that played a [labor or a political role in his life].

I learned that my grandmother, Anna Stern, was a very active socialist in New York City, ran for [Alderperson] in 1917 on the socialist ticket in the Bronx, lost, unfortunately, but was very active in labor and social movements in New York City in her young adulthood, her teen years through her 20s. In fact, she was very friendly with Dave Dubinsky. I learned that he came to dinners several times at my family's house. There's a legend that Trotsky came to dinner when he came to New York City, a legend, mind you. I was very impressed. She was also a suffragette.

I really held her in high esteem, as [I thought of her as] really somebody that I wanted to model myself after. I learned about her while I said I was at the Cornell Trade Union Studies for Women. How did I get there? Well when I graduated from college in 1977, I moved to Syracuse, New York to be with [the man] who is now my husband. I got a job at Syracuse University working as a clerical worker first in their computing center and then their security office.

Interviewer: What college did you graduate [and where from]?

Debra: SUNY New Paltz. When I graduated high school in '73, I first went to Livingston College which was part of Rutgers University. It was one of the first years that Livingston was open. It was very experimental. It had one of the first women's studies departments in the country, and it was very progressive. I went there for two years. At the time, I was living in New Jersey.

My parents were about to move back to New York City where I was originally from. I applied for a transfer to a state university. I ended up at New Paltz. I graduated from SUNY [New Paltz] with a degree in psychology in 1977. From

there, I went to Syracuse and got a job at Syracuse University. While I was working at Syracuse University, the UAW, the Technical Office and Professional Service Workers Unit, started an organizing campaign for the clerical workers at Syracuse University.

Up until that point in my life, I had no knowledge or contact with unions. Based on my working conditions, I joined the Syracuse organizing drive which really opened my eyes. I learned a lot about clerical organizing as a result of that. I became active as a member of the rank-and-file organizing committee. That was in [the fall of 1978]. I was involved, [and] I learned a lot.

Unfortunately, I moved right before the election. I moved from Syracuse University back to New York City in 1980. They had the election. Unfortunately, they lost. I later learned then that District Council 9-to-5, went back up to Syracuse University at a later date to do another campaign, but I don't [recall] what the result of that was. I moved back to New York City and unionism was in my blood -- and I thought it was important.

I enrolled in the Cornell Trade Union Studies for Women which was a certificate program [in 1983]. I don't [believe it exists] anymore]. While I was enrolled in that program, though, I became active in the National Association for Working Women, which was the precursor to 9-to-5 which later became a local with SEIU. I became active with the National Association of Working Women through Women Office Workers. Women Office Workers was a small group of clerical workers in New York City.

We met at the 'Y' on Lexington Avenue. We developed reading circles and labor history workshops. We reached out to other women in New York. We got involved with an organizer from SEIU 9-to-5 which was a new local at the time. I should backtrack because this was before I worked for [Local 1199]. I got a job as a mole at an insurance company, whose name will not be mentioned, to see if I could get an organizing campaign started for 9-to-5.

I was there for a few years. I wasn't able to get a drive going successfully. Then, I enrolled in the Cornell Trade Union Studies for Women. I met a woman there who worked for 1199. In 1983, I got a position as an organizer with 1199. Remember that during the time that I was at the trade union studies school, I had learned about my grandmother. I was very influenced by her trajectory. Doris Turner was then president of the union. I started out just organizing. I worked in the home care division. I organized several home care agencies. I was responsible and a lead organizer for the organizing campaign for United Cerebral Palsy of New York State. I had never organized anybody in my life. When I first got the job, my first day on the job at when I went to my area director and I said, "What should I do?" He handed me some cards. He said, "Go out on the street when they take their lunch hour and sign people up."

I did it. I was very successful at it. I must have been very convincing. Cerebral Palsy was in all five boroughs. It was a big campaign. We were successful. We successfully organized, had an election. I think it was either '84 or '85, we had the election and we prevailed. Then, I organized Stella Orton Home Care Agency out on Staten Island. I assisted with other organizing campaigns at 1199.

At 1199, if you were an organizer, you not only did organizing of new workers but you also did servicing of the contract. After organizing home care workers, I then was assigned to represent members that work for the city's [voluntary] hospitals. I represented Beth Israel Hospital, the Hospital for Joint Diseases, some smaller units in the city. I basically did contract work. I handled grievances. I did some internal organizing.

While I was at 1199, there was a very fierce, internal struggle for leadership which I'm not going to get into. It's historic. I'm sure there's plenty of it in the Tamiment archives. But, [as a member of the staff], I was in the thick of it, [and I supported Doris Turner]. After all was said and done, after several elections, the first of which was contested, it went to the National Union. There were hearings. There was a new election. Doris Turner lost. I found myself in the parking lot outside 1199 with a group of organizers.

We had organized ourselves, and we had gone to the National Labor Relations Board. Why? Because shortly after the election, we kind of saw the writing on the wall. We asked for union recognition which was refused by Doris Turner. We filed a petition with the National Labor Relations Board for union certification and election. Then, we were fired. I remember the day after Doris lost the election. I got a telegram in the mail that my services were no longer needed by the new administration.

Some of us were locked out of the building. I mean they literally set up a table for the front entrance at 1199 on 43rd Street, and they wouldn't let us in the building. We were very unhappy. A group of organizers and myself formed an association, and I was elected president. We went to the National Labor Relations Board and filed charges against 1199, claiming that we were fired for union activity. That was in 1986.

At that point, I worked with the p association on the suit with the NLRB, and I decided to go back to school. I enrolled at Baruch College of the City University, and I enrolled in the joint master's program with Cornell for a master's degree in labor and industrial relations. I bided my time for a little while. I was going to school full-time. Then through a friend, I got a job at the Doctor's Council. The Doctor's Council was a union that represented the attending physicians that work for the City of New York, HHC hospitals.

In 1987, I got a job there as a contract administrator and was also assigned to organize the attending physicians at Coney Island Hospital. It was a very difficult campaign. The hospital invoked the Yeshiva decision on us claiming that because the physicians could, at any time, be a part of policy decisions at the hospital that they could no longer be considered employees and as part of an LLC they were also not directly involved with the hospital. They claimed that they were not entitled to union representation.

Interviewer: Was Coney Island Hospital a private institution at that time?

Debra: It was a public hospital, but the doctors were organized through a private LLC very similar to the situation at Woodhull Hospital. It was the same, but we had a collective bargaining agreement with HHC. The doctors at Woodhull, even though it belonged to an LLC, they were covered by their own contract. We did have an election eventually at Coney Island Hospital, The board ruled in our favor, and we won that election. I think that was in 1989. The dates, I can provide the dates later if you need them. I was at the Doctor's Council. I was going to school. I was servicing of the contract. I graduated with my master's degree in 1991 from CUNY [and Cornell]. I felt that I wanted to do more. I wanted to have more responsibility within a union.

I wanted to see if I can move up into some kind of leadership position within the union. I was reading the Times one Sunday morning. The PSC had an ad for a new director, contract administration. I applied for the position. I was interviewed by Arnold [Cantor] who was the executive director and Nicholas Russo who was the director of legal affairs. You probably remember all this.

Interviewer: I remember very well.

Debra: They interviewed me for the job. I had a second interview with Irwin Polishook, [the PSC President]. You might have even been there. I don't know. We had lunch at a restaurant on 44th Street. It was a very nice, cordial interview. Then, I got the position. I was only the second director of contract administration at the PSC following [Dan Kaminker], who I think had retired at that point.

Since 1991, I have had been with the PSC as director of contract administration. During the time, though that I had been working at the PSC, I had been consistently active also with Cornell, the ILR program. I taught many years in the Cornell Trade Union Certification Program for Women through the 1980s. I also, then, taught down at the District Council 37 for Cornell.

They had some contract administration education programs at the local for their members. I taught labor history. I taught labor relations, contract administration to DC 37 members. I continued to teach for Cornell in their contract administration program to union members from around the city through the

1990s but then the program, unfortunately, was absorbed into CUNY several years ago to the Murphy Institute.

Since it was folded into CUNY, unfortunately because of the conflict of being an employee at the PSC, I could no longer teach in the program as I could not be an employee of CUNY simultaneously. Unfortunately, my teaching career came to an end which I really do miss a lot. The PSC has afforded me a great opportunity to continue teaching in my role as director of contract enforcement because I also develop all their training programs for the membership here with regard to contract workshops, labor management meetings. I work very closely with the chapter leadership on contract education.

Interviewer: That brings us to your career in the PSC.

Debra: Yes.

Interviewer: You came in 1991. That's 25 years, not unusual of the PSC because there have been several staff members who have been here for many years. Twenty-five is a good number. How about explaining the grievance procedure as the PSC contract has it in which you are committed to enforce?

Debra: That's just one role that I have as director of contract administration. I mean it's much broader than just enforcing the grievance procedure. One of the chief aspects is to ensure that the grievance procedure is implemented correctly and that really starts with my supervision of the grievance counselors. Each chapter of the local has a grievance counselor representative. In addition to that, there's a panel of staff counselors that work out of the PSC Central office.

We've expanded that greatly since I've been here in '91. In terms of the staff faculty counselors, we now have four working here. We have a panel of HEO (Higher Education Officers), grievance counselors and a CLT counselor. In any event, relating back to the grievance procedure, it really starts with my supervising the grievance counselors on the campuses ensuring that grievances are timely filed. As most grievance procedures, it's a three-step process. Step one is at the college level.

We have a timeframe of 30 work days by which to file a grievance. I have to ensure by working with the counselors, a) that they're trained, b) that they're aware of the deadlines and see c) that the grievances get timely filed. That's step one. The grievance counselor, once the grievance is filed, they are primarily responsible for representing the member at step one.

Interviewer: Are you part of drawing up the grievance in step one, or is it done by the counselor on the campus?

Debra: Yes. Well, it's done by the counselor but under my supervision and training. Every campus has a grievance counselor, but there's been a lot of turnover with the counselors in the past ten or so years. There's a lot of one-on-one mentoring. We provide the forms to the grievance counselors for the most frequently recurring grievances like annual appointments. They fill them out. If they're new, I'll check them to make sure they're okay but they submit them at the college level.

What we've done because there's so many new counselors, when a chapter assigns a new grievance counselor now, I assign a mentor from the PSC staff counselors who work with them very closely. They virtually do not do anything on their own for one semester. They really are monitored by somebody else. They even go to the hearings with their mentor. Once the local rep files a grievance, that's step one. Either on their own or working with a mentor, they present the case to the college labor designee.

There are occasions where we file grievances from the PSC Central office particularly for, as you know, we have the cross-campus chapters, the HEOs and the CLTs. They are represented by counselors from PSC Central as well as adjuncts. We do file grievances from here. I may file grievances as a Director directly to step two if it's something that affects the union across the university, if it's a policy violation or something like that. In any event, the counselor files for step one. They have a step one hearing with the local labor designee.

They have 15 days to respond. It never happens. I have been here for 25 years and two things very rarely happen. One is that we get a decision on time. Two is that we get sustained in a grievance at step one. We move it to step two. If the decision is late, if it's not here by the 15th day after the hearing, I can move it to step two. I am responsible for moving all grievances to step two. We submit the grievances at step two to vice chancellor for faculty and staff Pamela Silverblatt, and whoever would have that position at CUNY and CUNY's office of labor relations.

Then, there is another hearing at the step two level. At that hearing, the grievance counselor accompanies the grievance. We may or may not have a step one decision in hand. The college is represented by the labor designee. The case is heard before a chancellor's designee. They are by no means neutral. However, if they feel that there's an opening for a settlement, they might introduce a settlement.

For the most part, after the step two hearing is held, we'll get a step two response. The university is very guilty, for lack of a better word, of violating the contract repeatedly and not issuing decisions to grievances. We sometimes have grievances for which there's no step one or step two decision and we have to go forward based on our own perceptions and assessments of the case to the third step which is arbitration.

For step two grievances that affect more than one campus, I file, as I said, directly to step two. We had several of those over the years. Some examples of issues that we deal with directly to step two have been policy violations where we do not feel it is consistent with the contract or a revision of a policy where we have been correctly consulted on. We may submit a step two grievance on that because the contract does require consultation on new policies.

We have filed grievances at the university level for failure to provide letters of reappointment or non-reappointment within the contractual deadlines. It's things of that nature, we might file. Right now, we have a university-wide grievance on failure to provide ratification bonuses under the new contract to everybody that may be entitled to it. That's at step two. The university is supposed to issue a step two decision within 20 work days, very rarely happens.

Where it does, my responsibility is then to call a meeting of the union's grievance policy committee. The union's grievance policy committee is a rank-and-file Committee whose chair is appointed by the executive council upon my recommendation. That committee is endowed with a very important task constitutionally, which is to decide which cases will be submitted to arbitration. The grievance policy committee is comprised of 12 rank-and-file grievance counselors who have years of doing this kind of work, who are experienced. They're from all titles. They represent all title in the unit. We have full-time faculty on the committee. We have adjuncts. We have HEOs, a CLT.

Once I get a step two decision or if the step two decision is late, we can call the meeting together. I assign the step two decision to an internal counselor. It's investigated anew. They will contact the grievance counselor that originally handled the grievance along with the grievant. Then, there's a discussion between myself and the director of legal affairs with the investigative counselor so we can jointly make an assessment and go into the grievance policy committee agreeing on what the recommendation will be for arbitration.

Interviewer: Is the director of legal affairs a member of this committee?

Debra: Ex ex-officioas I am. We have a full discussion, a thorough discussion of every case. It's voted up or down whether or not to take the case to arbitration. That's basically the end of the grievance process. Then, it goes to arbitration. I am done with my involvement. Once it gets to arbitration, the director of legal affairs takes over or an outside law firm takes the case. We have a panel of arbitrators that we've agreed to with CUNY over the years. The AAA appoints an arbitrator from that list. Then, we work together to schedule a hearing. We go forward with an arbitration hearing.

Interviewer: Okay. That is a very clear statement of the procedure. Any changes that have taken place since you came?

Debra: There have been changes, yes. I think it was in the 2000-2002 contract. Because we've had such a problem with CUNY, getting them to issue step one decisions at the college level, we negotiated a new level in the grievance procedure that allows us when we submit a step two and it's being scheduled which allows us to ask the college to go first without changing the burden of proof. We still have the burden of proof at step two, but we don't get a step one decision, and we want to know the college's position. We can ask them to present first. Then, we can ask for a 15-day adjournment by which to respond if the grievance counselor feels that they need one.

Interviewer: That allows you to know what the college's position is even if they have not submitted a step one decision.

Debra: Exactly. The reason we did that is for many years, we were not getting a step one decision. Very often, the grievance counselor would walk into the room at step two. The labor designee would say, "Here's my step one decision," or we get it the same day. Then, we would have to negotiate an adjournment to review the decision. We incorporated that in the contract.

What affect has that had? Well I have to say, unfortunately, I think it's had the reverse impact than we thought it would. We thought it would compel the colleges to issue the step one decision to avoid having to delay the process by us requesting an adjournment at step two. In fact, I think the college is seeing this, took it as a signal, in my view, said, "I don't have to issue a decision. I'll just wait for the step two to be scheduled."

"I'll go in there, present my case and that will be it." Plus with the changes in [administrators at CUNY] I mean I've gone through two vice chancellors for labor relations, several labor designees on several campuses. I found that as the labor designees have changed over the years, we see less step one decisions and I think that they're relying on that provision.

How effective is the new procedure with that piece in it? I don't know if it's really had that much of an impact on our ability to get decisions any quicker. The other side of it is, in my view, it delays the process because we have to ask for a 15-day adjournment. As it is, that's in the contract now. We do employ it. We employ it very often when we don't get a step one decision.

Interviewer: Do you think failure of CUNY, of the colleges particularly to respond and then maybe even in step two to respond is because CUNY believes a delay is in their interest?

Debra: That could be a part of it. I think that they feel the less they put in writing, the easier it will be for them to have a new position at arbitration. That's a part of it. I think there's not a willingness on their part to really take an interest in that

procedure. I don't think it's as important to CUNY as it is to the union for members to get due process, to know what CUNY's position is on certain aspects of the contract. I think it's just I'm not going to say incompetence.

I just think it's kind of like a laissez faire attitude towards the grievance process that many campuses have, not all. There are some campuses that are much better than others. I think it's just their attitude. I think that as we've seen labor designees change over time, there's much of, in my view, an approach of union avoidance than there used to be. I mean I think a lot of labor designees are not necessarily coming from the field of labor. They're ex district attorneys, or they come from human resources and that it's a much different approach.

Interviewer: They used to come from the faculty.

Debra: They used to come from the faculty, but now they're not coming from the faculty. They're coming from either HR or they come from outside. We've had many that have been assistant DAs. It's a much more antagonistic, adversarial approach many of the new labor designees and HR directors have, I think, towards the union than used to be the case.

Interviewer: I'm going to ask you how effective the grievance procedure has been. When you respond, you might want to talk about the role of settlements including that because it's not simply arbitrations or decisions [and a one] but settlements [as well].

Debra: Yes. I think the grievance procedure is effective to the extent that it gives the members a chance to have a voice and the union a voice at the table. It has been very effective in helping us achieve settlements. Many of our grievances reach settlement agreements in a variety of ways. I'll give you some examples. We have some people who may have received a letter of non-reappointment.

The members present the case at step two. We challenge the presidential reasons letter that the members receive. There's various grounds that we can challenge them on. One of them might be that the reasons letter wasn't based on the written record that the member received through their annual evaluation, guidance and all of that. Where we can prove that the reasons letter is not going to hold up before an arbitrator, at step two we will sometimes get an offer of settlement.

That may include either sending the case to a Select Faculty Committee so that the academic judgment is made anew. Sometimes we get a settlement agreement where we can work out a payment arrangement of some kind. The member's record from a non-reappointment to a resignation; We clean up the record or the member gets a payment of a certain amount and moves on. We've done that.

We've had a lot of settlement agreements where negative documents were removed from the file, letters of reprimand for which there's no just cause, annual evaluations that were not conducted properly. If there is a procedural problem and we have a record of arbitration decisions where arbitrators have ruled [that] annual evaluations [were] one-on-one conferences. We've entered [into] several settlement agreements where, in fact, there's been a third-party in the room and we then have the document removed.

We're very successful at doing that, removing negative documents from the file. We've had step two settlement agreements for university-wide settlements. We've had one recently where the letters of non-reappointment were not issued properly, so we settled that. We had the university, agree to issue notices to all the colleges telling them what their contractual obligations are on sending timely notice.

We've had three colleges that have revised hundreds of non-reappointment letters because they were beyond the deadline and contained insufficient information. This was a recent settlement agreement. We are successful particularly with contract violations that are blatant violations getting, as I said, negative documents removed. For adjuncts, we've been very successful getting the members paid for semesters in which maybe they're let go mid-semester either for just cause or lack thereof.

We'll get them paid for the semester. We've had several instances where the reappointment letters were not sent out timely for adjuncts. We've either gotten them paid for the semester or gotten them reappointed. We've had many settlement agreements where annual evaluations were pulled from the file for the HEOs, professional staff. We also do a lot of settlement agreements waiving the contract to allow members to do certain things [that they would not otherwise be eligible for].

For example, we have many faculty who may not be tenured yet. Because of their scholarly record, the college will agree to allow them to take a fellowship leave. I'm getting into a little minutia] here but contractually, you have to be tenured to do that. From time to time, we will sign off on a settlement agreement waiving a portion of a contract.

We do this frequently with the paid parental leave because instead of eight weeks of paid parental leave, our members can get a two-course release. We sign off on that. In addition to settling cases, we also sign settlement agreements waiving aspects of the contract to enable somebody to do something. In terms of the article ... for disciplinary cases, I'm not going to speak to that. As you know, those are handled more to Article [21]. I know that legal settles a lot of those kinds of cases as well in the disciplinary realm.

Interviewer: Do you have any idea, in a rough way, what proportion of the grievances that come as far as step two are settled in favor of the union?

Debra: We don't keep those statistics. Whenever we settle an individual grievance, it's always in favor of the grievant, either cleaning up their record or getting them another position. We don't keep statistics like that, so I really can't answer that. We do quite a number of settlement agreements, but we don't keep the actual numbers.

Interviewer: When the cases go to arbitration, is there any figure on how many of those cases the union wins as against how many loses?

Debra: We don't keep those records. Although, I can tell you having been here for so long that we settle a lot more cases now than we get arbitration decisions. In the early years when I was here, I had come in at a time when we had a number of decisions that were precedent-setting. From the time of the late '70s through the '90s when the contract was relatively a new element, there were a lot of interpretation grievances.

We had a lot of arbitration decisions coming out at that time. That has stopped. We depend, we rely on those decisions that came out in the '70s, '80s and '90s to settle the cases that we have now. There has not been a lot of new precedence set, I would say, in the past ten years in arbitration decisions. We've just built on the successes we've had in the past.

Interviewer: I think that's true of most unions. The longer they go, the more the settlement becomes a key factor and less you have to go to an arbitrator.

Debra: Right. We settle a lot more arbitrations now than we used to do in the '80s and '90s where we would litigate to the end to get a decision from an arbitrator.

Interviewer: Could you say a few words about the Select Faculty Committee before we go on to some of the other issues? You brought that up and somebody listening to this tape may not know what that is, and it's rather unique, actually to the PSC.

Debra: Yes. The Select Faculty Committee is a committee that is formulated under the contract, the Article 20 grievance procedure. It's a committee that is comprised of faculty and other job titles throughout the university that the union and the university get together periodically every few years to agree on what members will be on that list. Then if we get a case to arbitration and it's a non-reappointment decision especially if it's a tenure decision and we have prevailed on the underlying contract violations, the arbitrator does not have the authority to directly reappoint with tenure.

Under the contract, the parties agree that the arbitrator then sends that case to a Select Faculty Committee. Another way of getting there is if we negotiate that.

Once that decision has been made either by the arbitrator or through a settlement agreement, it goes to the committee. The university selects four names from the list that we've previously agreed to. We get the right to strike one of those names in consultation with the faculty member, and then the committee is formed.

Before the committee meets to review the case, the file is reviewed by the grievant and a representative from the union. It is to make sure that it is the same file that the president has seen. This is in accordance with the contract. Sometimes, the arbitrator or the parties may agree to remove certain documents. That's all part of the final agreement. The file is reviewed. It's sealed in our presence and sent to the committee members. Sometimes, the committee may meet.

They may discuss it over the phone, but they all get the file. Then, they review it. They discuss it. They issue their own decision. Whatever the Select Faculty Committee decides to do is binding on both parties, and there's no appeal to that. If the select faculty decides to reappoint in their academic judgement to reappoint the individual, they're reappointed. That's the end of the process. I want to pick up on something you just said just a few moments ago about it's very different to most other contracts to have this.

One thing that struck me and I think it's just the nature of academia. One thing that struck me when I first started to work here was two things. One, there was two separate provisions for disciplinary and for contractual. When I was doing contract work before I came here, I did both as a representative for the union. I did both disciplinary cases and grievance violations. The other thing that struck me is that the burden of proof was entirely on the union in a non-reappointment termination case.

That was a shift in my thinking. The third thing that I thought was very unusual was the opportunity for our members to represent themselves or take over a case. I had never seen that in a union contract prior to coming here. It might be endemic to academia, but I know I've represented doctors, I've represented healthcare workers, and I've never seen that in any union contract.

Those are some of the things that, to me, worked very different and made the PSC distinct in the types of agreements that they had. In fact, even now when I interview people for positions here, I make a point of saying that one thing they're going to see in the grievance procedure are those elements which are very different than the standard type of trade union contract that you see before I came to the PSC.

Interviewer: The Select Faculty Committee came in very early in the history of union because CUNY refused to accept arbitrator's judgments when it involved an academic judgment.

- Debra: They would challenge the decisions.
- Interviewer: They challenged the right of an arbitrator to substitute a non-academic's decision for the decision of the president, in essence.
- Debra: I guess that led to the language in the contract that's very much along those lines of the arbitrator's limited authority in terms of the academic judgment.
- Interviewer: Yes. That's right. That goes way back to the earliest days, maybe the early 1970s when that came up because arbitrators made decisions as they do in other unions which were the final word. Here at CUNY, they said, "Oh, no. They can't do that if there's an academic judgment involved. That's what the president is supposed to do." That's where that Select Faculty Committee came from. What role does the contract administration play in the total operation of the union? Before you answer, I want to say that in my judgment, a union that does not enforce its contract does not survive.
- Debra: Absolutely. I agree with that completely.
- Interviewer: That's the bottom line.
- Debra: I mean I think it's the focal point of a lot of what the union does, but there are other things that unions [are] engaged in.
- Interviewer: From your point-of-view, as a staff member, you see everything else that's going on around here. What role do you feel that contract administration has played in the way the union has been run? You've also seen the union under two administrations.
- Debra: Yes. I think it's always played an important role for both administrations. However, the degree to which the members were involved has changed from the Polishook administration to the Bowen administration. The chapters, themselves, were not very much involved in contract enforcement when I first started working here.
- There were grievance counselors in place long before I came here. The activities of the chapter with regard to contract enforcement were limited to labor management meetings of which I had very little knowledge in terms of what was being discussed there. That's changed. There was no contract education on the campuses conducted by PSC Central when I came here, really no kind of training at all for the membership and the contract. No formal training for grievance counselors.
- I would say contract enforcement was important but, as I said, the chapters were not that much involved in it. My task was just to oversee that the grievance procedure was implemented. I would negotiate some settlement agreements. I

would assist the executive director. For the most part, it was the executive director that did a lot of the heavy-lifting in contract enforcement when I first started here.

That, I think, was true through the '90s. Then when the New Caucus won the election in 2000, I think it was 2000, things started to shift a little bit. I would say in the past 10 to 12 years already ... it's been 15 years the role of contract enforcement has grown. I am much more heavily involved with working with the chapters for contract enforcement, and we have an organizing staff which we didn't have before.

The approach to contract enforcement has changed to the extent that there's much more organizing around contractual issues where there hadn't been any before there was an organizing department, which I think is a very good thing. I've been, under the new leadership, given the opportunity to expand the contract education piece at the union. For many years, up until two years ago, I was conducting an eight-week training program for grievance counselors.

They would come to the union for two hours in the evening for eight weeks. It was a very detailed program for grievance counselors. We had to develop and I think we're still working on this but one of the things the union had to do is to develop a cadre of members that were educated in the contract to the extent that when we needed a new grievance counselor, they would be ready to go.

In addition to expanding the role of contract enforcement with regard to education for training for counselors, we have also taken the contract education to the campuses which we hadn't done before. I work very closely with the organizing department in scheduling contract workshops for different constituent groups, for HEOs, for CLTs, for adjuncts. I, myself, in the early 2000s, would go to chapter meetings and do contract workshops. I think we've expanded it so there's more involvement by the chapters in day-to-day contract enforcement. Whereas prior, in previous years, it was really done from the PSC Central office.

The other thing that has changed is that there is more officer involvement in contract enforcement than there used to be since 2000 with the advent of the contract enforcement committee. It's an ad hoc committee, but it was formed when the leadership came in in 2000. Steve London as the first vice president, headed that committee. We meet every month. The committee consists of an officer, myself, the executive director, director of legal affairs, the director of organizing, the entire contract enforcement staff which I'll come back to that in a moment.

What we do with that meeting is if we have an issue, anybody on the staff, contract enforcement staff or if a grievance counselor has an issue, they'll bring it to me if it might have a political component for a chapter. For example, we

had several months ago this year, John Jay went to implement a merit increase system. They wanted the faculty to participate in their system and nominate people for the merit increases.

The chapter and the PSC Central was adamantly opposed to this. It was in the background at the time the union was bargaining for salary increases. The college was framed as merit increases where we knew all along that the college had always had the ability to move people up an extra step and not they were labeling it a 'merit increase', giving it an entirely different meaning. We challenged that through the grievance process. There was some in the chapter that couldn't quite understand why the union was opposed to the faculty getting a merit increase. And politically, on the campus, it was a very hot-button issue.

It proved to be divisive to a certain extent. We filed a grievance and different approaches and strategies were discussed in the contract enforcement committee. Likewise, if I see something that strikes me as not only being grievable but also may constitute an improper practice like a unilateral change in the contract or a refusal to provide information needed for a grievance, I might bring something to the committee so we can analyze it from a legal perspective.

We take a multi-faceted approach to contract enforcement that didn't exist, I have to say, under the old leadership. A lot of it's done through the contract enforcement committee. The other thing that's changed substantially under the new leadership and not new anymore but was an expansion of the contract enforcement staff, as director, I worked for nine years without a staff other than the counselors that were grievance counselors appointed by the chapter. It just wasn't enough.

It wasn't enough because as the years went on in the beginning of the early 2000s, a generational shift started to occur. A lot of the grievance counselors that we had since the late '70s and the '80s were retiring, so we had a lot of holes to fill on the campuses. We couldn't always fill them because people weren't trained and I became very concerned about meeting our DFR, Duty of Fair Representation.

I wanted people to be trained so they can properly advocate and represent members but we would have to assign or cover the campuses from the PSC Central. The officers allowed us to expand the staff. I initially had hired one coordinator of contract administration. That was then expanded to two several years ago. I have now [have] two coordinators of contract administration to help me supervise new counselors on the campus and to deal with problems from PSC Central.

We expanded the number of HEO counselors to three. We expanded the number of adjunct counselors to four. We expanded the number of faculty members

working in-house to four. We greatly expanded it. There was a real need especially as we've gotten several new contracts under the new leadership, 2000, 2007 and then 2010 and now the new one. They had a lot of new elements to them that required real day-to-day monitoring for contract enforcement such as the junior faculty reassign time that we got for the faculty.

That took a lot of work on the part of the chapters to make sure it was enforced; also several adjunct provisions, the adjunct professional hour. The yearly appointments also required a lot of monitoring on the campus, paid parental leave. We've gotten a lot of new benefits and rights for the members that really require eyes and ears on the campus on a day-to-day basis and plus more work from here.

We've also seen a real uptick in the number of investigations being made on our members by CUNY on many campuses. Over the years since you've been here, there's been a lot of policies issued by CUNY that are used to investigate our members where student or other faculty make complaints. These policies are the non-discrimination policy, the policy of sexual misconduct, the computer usage policy, and the student complaint policy.

As a result, I would say in the past five years, we've seen an uptick of members filing a complaint either against other members or against administration and supervisors. We've seen an uptick in students making complaints against the faculty through the student complaint procedure, the discrimination procedure. We've seen an uptick in sexual harassment complaints which require our members to know what their rights are with regard to the Weingarten Right, the right to have a union representative in a meeting that may lead to discipline.

Interviewer: Are you including administrators filing against faculty?

Debra: Yes, all through these policies.

Interviewer: You say member against member and student against faculty.

Debra: Yes. It's every which way, horizontally and vertically. Where our members are affected and they're called in to be investigated, it's taken a lot on us to educate our members in terms of what their Weingarten rights are. We've done that locally through chapter newsletters, through the Clarion. We needed more people to accompany members to these meetings.

That's what the in-house faculty counselors spend a lot of time doing is going to the campuses now as the member's advocate and representative for these investigatory meetings that fall under Weingarten rights. When I first started here in the '90s through the 2000s, we had very few of those. They have definitely increased; I would say, by 60 percent at least. We spent a lot of time doing that. Sometimes, as a result of the investigation, that may lead to a

grievance or a letter going into the file, a letter of reprimand for lack of just cause, or the person may end with an Article 21. That's all expanded the work that we do in contract enforcement.

Interviewer: I can see where you can use those extra people who you now have.

Debra: Oh, absolutely. Also, the new grievance counselors, I said I had done the eight-week training program. I've also been conducting contract workshops every spring that are open to all members where they've been very well-attended, sometimes 70 people where I go through contractual basic rights. We also do training for chapter chairs now. I think contract enforcement has expanded in several ways under the new leadership both with contract education, the need to protect our member's due process rights in investigatory meetings and the need to cover campuses where there's a shift in grievance counselors.

Interviewer: Good. Okay. I think that about concludes our discussion of contract administration. We have just a couple of more questions. I wanted to ask you about your career here. You've been here 25 years. As I mentioned earlier, a number of your colleagues, Clarissa Weiss, Nick Russo [were also here for long periods] is also here.

Debra: Yes, and I miss them greatly.

Interviewer: Of course, Arnold Cantor was here from the beginning to 1995 which is also 25 and Aaron Alexander for the same amount of time. We've had this pattern. I wonder if you have any thoughts about why this seems to be an important part of the staff union relationship that is a union staff and PSC.

Debra: Longevity is certainly an issue here. I mean from office staff. There's a sense of community at the PSC that I think you don't find in other unions, from my experience working at other unions. It's a small staff. It was smaller during the earlier days of Polishook than it is even now. I've always felt there was a sense of community that we're all working towards the same thing. There's a mutual distrust, if you will, of CUNY. It's been a good working environment for that reason that there's a sense of community.

Plus, you know the staff has a collective bargaining agreement. We have a very good benefits package, which also I think adds to longevity. Unlike a lot of unions where the staff is not represented by a union, we have a bargaining relationship with the union leadership in their role as management, which is very different than a lot of union setups where people work on staff for the union. I think that has enabled us to share our concerns with the leadership. Especially you being on the opposite side of the table than me in some of these rounds of bargaining.

Interviewer: I did that bargaining several times.

Debra: Right. I think that it keeps the door open, if you will, for us to be able to bring our concerns to the leadership and it's a very pleasant place to work. I think that longevity is also due to the demographics, if you will, of our membership. It's a young membership. There's many vehicles to become politically involved because the interests of the union, as you know, go beyond contract enforcement. We're much more tied to the communities now, a lot more political activity. I think it's really the sense of community. It's a great benefits package that keeps us at the PSC, not to say that we haven't had our differences over the bargaining table. We have.

Interviewer: But they have not become adversarial, at least in my experience. There was a discussion over the table. Some things, you got. Some things, you didn't. It did not become like your description of CUNY as against PSC.

Debra: Right. No. There's none of the animosity, in my personal view, no animosity, no distrust. Arnold's door was always open. Debbie Bell's door is always open. She's been a pleasure to report to, Debbie Bell. I've learned so much from her as a mentor. I think for all those reasons, that's why I stayed for 25 years.

Interviewer: Your experience is different from the others. Finally, the role of staff and you may have just covered this a bit in relation to the elected officers as well as you covered it in terms of the executive director, I think only implicitly and discussed the elected officers. This, of course, goes all the way back to Irwin Polishook's time. You were here for nine years with him as the president. You have been here now 15 with Barbara Bowen. You can, I think, speak pretty well, maybe better than anybody, about the role of the staff in relationship to the [elected] elective officers.

Debra: All I will say to this is that my personal view is that during the first nine years under Polishook, I think there was more of a separation between the staff and the officers of the union. I don't feel like [Polishook's] door was as open as Barbara's is to the staff. I think there's much more of a direct interaction now between the officers and not just the president. I think there's much more of an interrelationship on our day-to-day work that we do between the officers and the staff.

There's much more open discussions and many more meetings where we share with the officers. They're much more involved in the day-to-day work of the staff than the previous leadership. There's more of, as I said, a day-to-day relationship.

There's certainly no micromanaging going on, but there's just more of an investment in what the staff's doing. Because of the various campaigns that the union has undertaken in the past 15 years both in the political arena, in the community, with the students and with the contract and with the advent of the

organizing department, there's more of a day-to-day working relationship with the organizers than I think existed previously.

Interviewer: Is there anything that you want to add that we have not covered in this about an hour's discussion?

Debra: I haven't gotten into the kinds of grievances very much that we deal with if you want to hear some of the types of issues that we've been dealing with.

Interviewer: Sure. I think that would be very interesting.

Debra: First and foremost are the non-reappointments. This is the time of the year that people get notified. We have a lot of non-reappointment grievances. We have had a lot more grievance violations, [interpretative] grievances than we have had in the past. We've had a lot of situations where especially for adjuncts, with regard to their movement in schedule in July, which is just completely ignored by the colleges.

We've had adjuncts come here that haven't gotten a movement in five years, when they were entitled to them. We have a lot more adjunct grievances because we have a lot more adjunct rights in the contract. There's been an uptick in adjunct grievances. We've had a lot more policy violations. Violations, as I said, this is related to the investigations that have increased.

Interviewer: That's a new element for me. I didn't know about that.

Debra: Yeah. The policies have a lot of levels of investigation and that aren't always followed by the colleges. We have a lot more policy violations that are university-wide. We, as I said, have a lot more grievances regarding letters of reprimand without just cause, letters of guidance going into the file. We've had to file grievances on very basic elements of the contract, for example, access to a personnel file.

The range of the types of grievance, when I first started working here, I'd say the first ten years, the bulk of our grievances were non-reappointments. That has leveled off a lot because many of our faculty are now tenured. I think with the junior faculty reassign time, junior faculty have more of an opportunity to work with the department chair, and they are not non-reappointed as frequently.

Interviewer: Because of budget issues, we have not appointed a lot of new faculty since the 1990s.

Debra: That's true, and the adjuncts have increased substantially.

Interviewer: The adjuncts have taken over. The teaching used to be done by professors.

Debra: Exactly, right. That has led to a lot more adjunct grievances. Also as the chapters get more involved, I think some of the successes of the organizing department have woken up aspects of the membership at some campuses that weren't active before. We've done more contract education. That will lead and should lead to more grievances. That, I think, is a big change too. I think a lot of it, as I said, is due to a combination of contract education and contract organizing.

Interviewer: Okay. Good. Debra, thank you very much.

Debra: Okay. Thank you. I hope I answered your questions.

[End of recorded material - 01:02:30]