

March 3, 2005

TO: Federation members

FROM: Faculty members on Federation Executive Committee:

Karen Schermerhorn	John Braxton	John Majewicz
Ruth Baker	Pascal Scoles	Frank Bartell
Mark Kimmelman	Ken Moberg	Jim Cochran
Kathy Asbury		

**SUBJECT: Recent developments in FT/PT ratio case:**

- (1) Arbitrator rules administration must move towards compliance with FT/PT Ratio by Fall 2005 and Spring 2006, and must totally comply by Fall 2006;**
- (2) Federation requests that members sign the attached letter urging the administration to**
  - (A) cease requiring that FT Rank V-VIII faculty do 6 hours of Curriculum Advising; and**
  - (B) cease counting these unpaid sections of advising toward the FT/PT ratio; and**
  - (C) remove all threats of punitive action against the 80-plus full-time faculty who stated their refusal to comply with the administration's illegitimate unpaid advising scheme.**

**Summary:**

The arbitrator in the Full-time/Part-time Ratio case has ruled in the union's favor that the administration is required to begin to erase the deficit in the next regular semester, and to fully erase the deficit by Fall 2006. However, the administration had already made the fictitious claim that they are now in compliance with the ratio since they required full-time rank V-VIII faculty to do six hours of unpaid Curriculum Advising each semester. Furthermore, the administration has threatened disciplinary action against some 80 full-time faculty who stated their conscientious refusal to participate in the administration's illegitimate curriculum advising scheme.

The Federation Executive Committee strongly requests that all faculty sign the attached letter urging an end to unpaid and mandatory Curriculum Advising, an end to counting unpaid advising toward the FT/PT ratio, and an end to threats against the 80 faculty who refused to comply with the administration's order.

## DETAILS:

(1) **FT/PT Ratio arbitration award.** On February 22, 2005, the Federation received the decision of arbitrator Steven M. Wolf in the FT/PT ratio case. This case involved the administration's violation of the FT/PT ratio during five semesters – Spring, 2002, Fall 2002, Spring 2003, Fall 2003, and Spring 2004). In this important case, the CCP administration acknowledged it had failed to meet the contractual requirement that 60% of the credit sections be taught by full-time faculty; the dispute involved the remedy for this violation.

- The arbitrator rejected the administration's claims that, because there is no remedy for a FT/PT ratio violation in the FT contract, the College could set its own timetable for complying with the ratio. Wolf writes, of the fact that a remedy for ratio violations is not mentioned in the FT contract, "this does not lead ineluctably to the conclusion the College urges – namely, that it may cure its continual and mushrooming ratio violation at a pace and by a manner most convenient to it."
- Concerning the College's contention that "factors and variables not always within the College's control" make it difficult to comply with the ratio, Wolf writes, "Problems such as the vagaries of the hiring process and the College's own internal processes and obligations, while potentially burdensome, are for the College itself to overcome. It may not use these as continuing explanations for festering deficits."
- Wolf concludes his discussion by stating, "In recognition of the fact that, even with focused effort, the shortfall cannot be erased as quickly as hoped, the College is granted three semesters within which to erase the deficit. **These three semesters shall mean Fall 2005, Spring 2006, and Fall 2006, by which time full compliance with the requirements of Article VIII, Section O [the contract clause on the FT/PT ratio] must be achieved. The methodology therefore may include, but not necessarily be limited to, the steps outlined by Dr. Gay in College Exhibit 13, with the emphasis on increased utilization of Visiting Lecturers and hiring of additional full-time faculty.**"
- The arbitrator specified that incremental improvement must occur. He writes, "The College shall additionally commit that, after each of the first two semesters – namely, Fall 2005 and Spring 2006 – it will incrementally reduce the deficit by a given number, so as to ensure that, in the final semester, the shortfall does not remain so large that noncompliance with the final goal by the end of the third semester is inevitable." Wolf directs the administration and Federation to meet within 60 days of the award "to meet and reach agreement on the incremental reductions to which the College will be bound for the Fall 2005 and Spring 2006 semesters."
- Should the administration not meet the agreed-upon goals for Fall 2005 or Spring 2006, or comply with the FT/PT ratio by Fall 2006, Wolf directs the parties to meet to agree on a remedy and, if agreement cannot be reached, each party is to present to him "its 'final offer' proposed remedy . . . and I will then choose the one or the other . . . ."

- Wolf ends his award by stating, “Finally, the College is directed to cease and desist from any and all future violations of Article VIII. O.”

Wolf did not foresee that CCP administrators, at the very time last Spring that they were testifying at the FT/PT ratio hearings that they had tried to comply with the ratio, were coming up with a plan to use FT faculty members’ 6 hours of unpaid Drop and Add advising as FT “sections” to falsify the ratio calculations. He did not know that, however he ruled, the administration was planning to claim it had already complied with his decision.

Wolf, however, states clearly that he understands the purpose of the ratio – “increased utilization of Visiting Lecturers and hiring of additional full-time faculty” (see third bulleted paragraph, above). He underscores this point in his characterization of the Federation’s reasons for pursuing this grievance to arbitration: “. . . I am satisfied that the Federation’s great concern in this respect [at the administration’s non-compliance with the ratio] is not only well-founded, but reflect [sic] a commitment to enhance the College’s own educational mission by attempting to ensure the highest possible quality instruction. The College, which surely shares this goal, simply wishes to attain it through a less urgent timetable.”

## (2) Arbitration on “6 hours” of Drop and Add advising

- This case involves two general disputes: (a) whether the administration may require Ranks V-VIII FT faculty to perform 6 hours per semester of Curriculum Advising, in violation of the FT contract; and (b) whether the administration may count these “sections” of advising toward the FT/PT Ratio, which the administration has never done. Federation officers are trying to schedule arbitration dates for this case during May and June, 2005 so that there will be the possibility of a decision by an arbitrator before the Fall 2005 semester.
- In the meantime, **until the case can be decided, the Federation has asked the administration to cease requiring FT faculty to perform Curriculum Advising and to cease counting these “sections” toward the FT/PT ratio.** The officers wrote, “We would view this as a significant gesture of good faith by the administration after it disrupted the status quo of more than 20 years by requiring Full-time Faculty to perform Curriculum Advising and by attempting to count that unpaid advising as full-time sections in the ratio.” (See attachment to this memo.)

As this dispute continues, it is important to keep in mind what we are fighting for:

- The FT/PT ratio is one of the most important provisions in the FT contract. It pressures the administration to create **tenure-track FT faculty positions**, essential for the academic health – and future – of the College.
- While the arbitration hearings on the “6 hours” case proceed, the FT/PT ratio deficit continues to grow. The Federation calculates that it grew by approximately 42 sections in Fall 2005, bringing the cumulative deficit total to 151.

- To be in compliance with the FT/PT ratio for 2004-2005, the administration would have needed to hire an additional 38 FT faculty and/or Visiting Lecturers. Although the administration continues to advertise new FT positions, the number of positions opened and filled is not enough to comply with the FT/PT ratio.
- Unless we want CCP to end up with even more than 40% of credit sections taught by faculty filling PT positions, we need to persevere in the effort to make the CCP administration comply with the FT/PT ratio.

We will keep you informed of further developments as they occur. **In the meantime, we request that all faculty sign the attached letter to President Curtis and return it to the Federation. You may drop your signed letter off at the Federation office or put it in the Interoffice Mail.**

**The unity we display in this letter signing campaign is the first step towards negotiating a fair contract in 2006. We thank you in advance for your support.**

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Attachment: **Letter to Jack Muraskin, Executive Assistant to the President for Human Resources**

February 28, 2005

TO: Jack Muraskin

FROM: John Braxton  
Karen Schermerhorn  
Frank Bartell  
Pascal Scoles

SUBJECT: Response to your January 26, 2005 letter

The Federation has not countenanced, supported, suggested or participated in any actions by individual Federation members not to participate in Curriculum Advising.

It is our position that the Federation is not in violation of Article XXV of the Full-time Faculty Agreement. If the Administration disagrees with this position, we suggest that you file a formal grievance and resolve the dispute through the grievance and arbitration procedure.

In addition, while the various disputes proceed through arbitration, we request that the Administration cease to require Full-time Faculty to perform Curriculum Advising and cease to apply any required Curriculum Advising work toward the full-time side of the full-time/part-time ratio. Such action by the Administration would be a return to the status quo while the disputes are being resolved in the grievance procedure. We would view this as a significant gesture of good faith by the Administration after it disrupted the status quo of more than 20 years by requiring Full-time faculty to perform Curriculum Advising and by attempting to count that unpaid advising as full-time sections in the ratio.

CC: Stephen Curtis  
Judith Gay

Dear Dr. Curtis:

I am writing in concert with my faculty colleagues to request that your administration change its current confrontational approach with the Faculty Federation with regard to Curriculum Advising. Although I realize that the Full-time Faculty contract allows the Administration to require 6 hours per semester of Drop and Add Advising, this has never meant that Faculty were required to perform the more complex Curriculum Advising. Furthermore, the Drop and Add Advising, when it was required, was never counted as sections toward the Full-time/Part-time Ratio.

I therefore request that you **cease requiring FT Rank V-VIII faculty to do 6 hours of Curriculum Advising; and that you cease counting these unpaid sections of advising toward the FT/PT ratio.**

**I also request that you remove all threats of punitive action against the 80 –plus Full-time Faculty who stated their refusal to comply with the administration’s illegitimate unpaid Curriculum Advising scheme.**

**Your taking these steps would go a long way towards reducing the tension that has been building between your administration and the Faculty and Staff Federation. Such a reduction in tension could make a substantial difference in reaching an amicable settlement when our union contracts expire next year.**

Sincerely,

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(Signed)

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(Name Printed)

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(Department)

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(Date)