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Professional Staff Congress Archives Committee**

**Interview with Nick Russo
Interviewer: Irwin Yellowitz**

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[Start of recorded material at 00:00:00]

Irwin: This is Irwin Yellowitz. I'm about to interview Nick Russo. We're at the New York City Bar Association, and the date is August 7, 2014. Nick was a long-term staff member of the PSC, and we're going to be discussing his many activities over a 28-year career. So let's begin with your background before you joined the PSC. What was it like?

Nick: You're talking about my professional background from the time I graduated law school.

Irwin: Whatever you want to tell me about, I'm ready to hear.

Nick: Okay the first job, awaiting admission to the bar – but related to the kind of work, eventually, that I did – was nonprofit work, helping people who were trying to make a change in the way services were delivered to youth in New York who got in trouble with the law. We were trying to utilize, interface, the resources of corporations who would hopefully sponsor street workers that would be created by the organization and funded by the corporations, and then utilized for job purposes and resources of the corporation. It was very interesting nonprofit work. I did mostly research. I did accompany these folks on their mission to interface with corporations and schools and the like. So the schools part of it was sort of the beginning of my introduction to the education, which came later, as you'll find out.

Then my first law job: I got my job through the New York Law Journal. I was with a law firm that – I was to work for the partner that did mostly maritime

personal injury -- but the law firm represented unions. So that was my entrée, if you will, into union work. I had some experience there doing that. Then I left that. As the name of the firm changed three times in the year that I worked there, it was obvious to me and others that it wasn't a very good place to work, for reasons we don't need to digress into. But I then worked in the city government in labor relations. I was a hearing officer of grievance appeals at the second step, or the agency, which was the Human Resource Administration.

I did that for two years until the fiscal crisis the city encountered in 1975, when I was laid off, which was also very useful for me in the PSC, because I understood what it was like to be retrenched. I was retrenched. We didn't call it retrenched. We called it laid off, but in academia, they call it retrenched. So that was also good. I looked for about six months, to find another job in a very bad economic time in New York; and I actually got two offers. At the time I was offered the one from the PSC, I was offered another one, and I had to make a decision which would be better.

I thought this was a good career path. I represented the union side, which I felt comfortable with. The other job would have been representing management, which I didn't feel totally uncomfortable with. It was a good company; but as somebody pointed out to me, I would be more or less my own boss. I would be the only lawyer on the staff of the PSC, and I was told in interviews that I would be interfacing with outside counsel, the two firms that had represented the predecessor unions of the PSC – one the Legislative Conference outside counsel, and the other the UFCT [United Federation of College Teachers] outside counsel – and that they were great lawyers; and I would benefit from that.

So in 1975, December 15th, I began working at the Professional Staff Congress.

Irwin: Okay. And you worked at the union until when?

Nick: Twenty-eight years and four days later; December 19th, 2003.

Irwin: Okay. Now, I know that your work covered a number of different areas. We're going to be focusing mostly on the arbitration area, but I know you had other functions. I'm going to just list five that I know about, and you may want to add others. You can briefly indicate what your role was in these, and then we'll come back after that to the grievance and arbitration.

Nick: May I introduce – before you itemize those, let me just say that when I was hired, when I was interviewed, and at the beginning of my employment, I was told that I was going to be doing arbitrations. That was my job. I would be doing two to three a week. There was a very large backlog. There was – I don't remember – 150 to 200 grievances that were awaiting arbitration hearing, and

that I would be the one that would be doing it. So that was what I was told in the interviews.

Irwin: Okay. And that, of course, was because of the fiscal crisis and all of the things that went around that.

Nick: I guess. I don't know why there was a backlog, but there was a backlog.

Irwin: Okay. So in addition to arbitrations, you also dealt with disciplinary cases. You dealt with Select Faculty Committee. You dealt with retrenchments, and you dealt with agency fee rebates. You may have dealt with some other things. If you wish you can add to it. So why don't you just briefly indicate what your duties were in these different areas, and then we will come back to the grievance and arbitration area.

Nick: Okay. Well, as I said, I was told that I would be doing two to three arbitrations a week, and that's how I started. That's how I started. I went to arbitration with a person or persons at that time during [doing] arbitrations for PSC, and I observed the forum because it's different. Arbitration in higher education is unique. So it was good that I had an opportunity to see that first. Then I began – I plunged in. Mostly these cases were denial of reappointment, denial of tenure, denial of promotion, but not exclusively. I know in the early days I also did an arbitration concerning someone – actually it was the first arbitration at PSC. It was the denial of service credit towards eligibility for fellowship leave. That was interesting.

Then there was another one that had to do with the interpretation of contract language for salary step purposes, who was eligible and who wasn't eligible for salary step. These are all very unique and very interesting. Then what followed logically into another area that you just cited was my involvement with Select Faculty Committee.

Now, the Select Faculty Committee, which people who are listening to this may or may not know, was a vehicle created by our collective bargaining agreement. I believe it's the first in the country. I don't think it had any precedent anywhere, other than what I'll mention in a minute. I'll tell you why it came about. Select Faculty Committee was the panel of academics that would make an academic judgment after a grievance was sustained by an arbitrator as to whether or not that faculty member should get the academic judgment issue that had been denied by the college earlier that was challenged by the union for its various and proper purposes, that we successfully sustained.

Irwin: So the arbitrator was not making an academic judgment. The Select Faculty Committee would make it, if the arbitration had been sustained.

Nick:

So that's how the Select Committee came about. How it had happened under the predecessor unions, the Legislative Conference and the UFCT: That also had been going to arbitration, but I had never been privy to any of that. One of the arbitrators, in one case under the earlier unions, had sustained a grievance, and had reappointed the faculty member. As a result of the reappointment, tenure was at issue and the faculty member said, I'm up for tenure; that's my tenure year; I have tenure. The university said, oh no you don't. They went to court. It was the famous Legislative Conference case in the matter of the Legislative Conference and the Board of Higher Education, blah, blah, blah.

What happened there was that the courts in New York – I don't remember now how far up it went in terms of appeal, but I think it went to the Court of Appeals, which is the highest court. It sustained the university's position that an arbitrator may not award tenure. This threw the bargaining unit into some turmoil, because, well, how can we have arbitrators sustaining grievances when you're going to turn them down. That arbitrator, by the way, over and over again, whenever he could, expressed his verbal point of view that he didn't grant tenure. He had no intention to grant it or not grant it; that what he did was sustain the grievance, and it wasn't his decision that tenure would attach. It was the university's rubric of who would get tenure after so many years of service. Nonetheless, that decision was lost; so what would the union do? So now the PSC was formed after that decision, somewhere during that period, and they negotiated for the first time the Select Faculty Committee.

The Select Faculty Committee was actually negotiated, I'm told – I wasn't there yet – by two labor lawyers who were representing one, the PSC, and one, the university. They understood the tripartite arbitration concept in labor generally, where the parties to a conflict – a union and a management – would each agree to one arbitrator. So you'd have one biased arbitrator for the union and one biased arbitrator for management. Those two would then pick a third, the neutral arbitrator of the tripartite arbitration panel. So these two lawyers who understood this process said, let's apply this to academia. So we'll have academics. The union will pick one academic. The university, the college president from which the grievance came, will pick the other member of the panel; and those two will pick from a list of academic neutrals that the union and the university will agree to advance as part of the negotiations to the contract.

So when I first began, there was this neutral panel of about 10 or 12, maybe 15, people that the union and university had already agreed to as the neutral member. In any one case that went to arbitration, whether it was a one-year reappointment or a tenure or a promotion, because an academic judgment had to be made, the Select Committee would come into play. So now as I started, I inherited the earliest cases that had been won even before I got there, meaning Select Faculty cases; and then as I won cases, those cases that were won – there

were still a few other people that did arbitrations – if they won, they would go to Select Committee.

So since the union clearly understood, correctly, that we had a member on that panel that we could talk to, and we understood that the college president – who had already turned the person down once academically and a second time at the first step of the grievance procedure – was going to send in somebody who he or she, the college president, wanted to vote against that person. We understood this to be decided by the neutral. So while we understood that the process would act like a P and B committee, personnel and budget [c]Committee, which would be operated under confidentiality, nonetheless, that didn't prevent me from talking to our person as to how to best approach dealing in that context; and I used to do that regularly.

It took up a lot of time. Not every member, even, that we appointed understood their role until we worked with them and said, your job is to argue the credentials of this person in the most favorable light. Expect the college president's person to do the opposite, and you're there to convince the neutral; not to convince the college president's person. What happened as time went on is, many of those decisions were unanimously favorable to the grievant. Some were not. Many of them were two to one, one way or the other. But we expected two to one. We didn't expect unanimously either way, to be honest with you.

So that was a lot of work, which then led to contention because what the university didn't like was that we were winning – they didn't ever put it in these words, but it was apparent – that we were winning so many Select Faculty Committee decisions. They started either doing nothing with the decisions – they didn't act on them; they didn't reinstate the faculty member – or they eventually turned them down. So we went to court. That was a big litigation and a long history of fighting, which ultimately resulted, again, in sort of the decision I referred to earlier where the arbitrator had reappointed someone and attached tenure, but they said you couldn't do it that way.

It sort of resulted in the same thing, with the court citing other decisions now that had filtered or percolated through the courts involving other school districts, not universities, but other powers of school boards. The courts ruled that, oh, no, the Board of Higher Education – that was what it was called then – could not delegate its ultimate responsibility for making decisions on appointments, reappointments, promotions, and tenure, to anything other than themselves. So therefore the Select Committee was now sort of emasculated, or neutered, or whatever word you want to use; leaving us, again, in a very precarious situation. We were going to arbitration. We were winning cases. We would go to Select Committee. We'd win cases. Now the court said the university can pick and choose who they wanted. That's not fair.

So, the union and the university – the union really brought it to the negotiating table in the next contract. The university agreed – I wasn't there, but I know the result, and they agreed – and we agreed, meaning the union, to neutralize completely the members of the Select Committee in exchange for the university agreeing in the contract – which the court said they couldn't do – that they would have to formally approve it at the board meeting, the Board of Higher Education or the eventual CUNY trustees; they would ministerially approve it. But they agreed to be bound if we agreed to neutralize the committee.

So at that point, in the contract we had to negotiate a panel of approximately 50 neutral members from the university; various colleges, various disciplines; who then – in any one case, the university would choose four of those people, and the union could strike one. I think that's how it worked. That was the way, and that's how we functioned. And from then on, going forward, they up to ten years ago –I don't know what they're doing since – they honored all of those decisions.

Irwin: Okay. Disciplinary cases, which are, of course, related to arbitrations: You handled that.

Nick: Actually at the beginning of my employment, there was no disciplinary arbitration. I became involved in disciplinaries; but at the time I started, there was only one bylaw and law provided method of the university charging a member of the faculty or professional staff with misconduct, and that was a panel provided by the bylaws. There was a procedure of three panel members, and they were all picked by some level of the CUNY management. Then there would be this hearing, and the university's legal office would send a legal advisor to the already university picked committee; and hearing would be held, a so-called fair hearing. In my opinion it wasn't fair at all. I hated it. The conclusions were predestined to the detriment of the faculty member invariably. Once we had some minimal success of reducing a penalty but not eliminating it.

What was interesting was that the university didn't, in hindsight – which we'll get to in a minute – utilize the procedure all that much. So in my earlier years, there weren't that many disciplinary cases, but because the hearing was so unfair and it was so flagrant any faculty member that was subject to it felt they were being tried by a kangaroo court or some equivalent, we, the union, brought to the negotiating table demands to make this a fair process. Long story short, because there were issues that the AAUP, I think, didn't want tenure to be – how do I say this? They wanted the faculty to have an option of being judged by their own peers as opposed to an arbitrator, which is what we were seeking in the final analysis.

So what resulted was an option in the contract. The old faculty panel remained as an option; but the faculty member being

brought up on charges could also opt to be brought before the new procedure; which was a multistep procedure starting at an informal discussion at the college where the person was being brought up where you could discuss charges that might be brought, and maybe we could, by bringing information to light at that level, either eliminate the charges or change the nature of them or reduce the scope or maybe the ultimate penalty sought. We did utilize that informal procedure, sometimes successfully; mostly not, because the colleges had already pretty much decided they were going to bring charges. But sometimes we were successful.

Then the second step would be a full hearing in front of the chancellor's designee, which is a representative of 80th Street's [CUNY Central] Faculty and Staff Relations Office. Then after that it would be a hearing before a neutral arbitrator, which would be the final decision; whether it would be tenure involvement or not. So once they had this procedure, we found they were bringing lots of charges because they had thought that – inferring from what I saw and what I eventually heard – under the old procedure, the only charge they could bring was to remove tenure. But now they saw they could do it for other purposes, and so they used it very frequently.

Now, when that happened, my job expanded again because now they said, well, Nick's going to do everything. We have to have a lawyer at every step of the way, and Nick is the only lawyer on the staff. They weren't about to use the outside counsel, which costs per hour money. So that required me to go to all the colleges where the informals were, go to 80th Street to do the disciplinary kangaroo court hearing there of a different kind, and then to go to an arbitration. That was very time consuming. Some of these cases were very difficult. Some of them were notorious. Some of them made not only local press but national press and media, television; and they took years.

Irwin: I assume that most people chose the arbitrator route rather than the faculty route.

Nick: Most everyone did. I don't think anyone didn't. I think you're correct. I think uniformly everybody wanted the arbitrator, whom they felt they were going to get justice from, not from the university.

Irwin: Okay. Retrenchments. That's another one of your areas, and then the other one is agency fee; and then we'll move on to arbitration.

Nick: Okay. So retrenchment is interesting, because as I alluded to at the very beginning of this interview, I was retrenched. So I was laid off in the fiscal crisis from my city job doing labor relations in 1975, in May. The fiscal crisis of the city hit the university about a year later. The university, mainly because it was funded state and city, it really impacted greatly in '76; not so much in '75. When I came on December 15th, 1975, one of the first things I did was to accompany the Executive Director and, I'm pretty sure, the Director of Contract

Administration. We went to NYSUT [New York State United Teachers], and we met about the four-week payless furlough that the Board of Higher Education had very recently imposed, maybe the Thursday before I began my work.

They had voted to impose a four-week payless furlough in, I believe, June of '76. Could they do that? Could we challenge that? Was this going to be the precursor to layoffs? We started exploring with NYSUT's legal office. We met with Jim Sandner. I don't know if he's still the head of legal, but he was then and for many years after. We met with our two outside law firms; the Sturm and Perl from the Legislative Conference days, and Judith Vladeck. They had different names: Vladeck, Waldman; Vladeck, Waldman, Elias; Vladeck, Waldman, Elias, Englehard; from UFCT. Eventually we crafted lawsuits to challenge that. Eventually – and I'm not sure whether it was because of lawsuits or because of negotiations -- but eventually that four-week payless furlough turned into a deferral of pay. You wouldn't lose your money, but you weren't going to get it – it was all put in the contract – for six years, but it wouldn't begin to be paid until, I don't know ...

Irwin: It was repaid in the 1980s. Yes.

Nick: Yes, it was spread out. So that was another – and then there was the retrenchment guidelines of 1976. That resulted in, I think, more than a thousand layoffs. We had all kinds of grievances that were surrounding whether those retrenchment guidelines were followed or applied fairly. We were limited in arbitration always to a violation of the collective bargaining agreement or the arbitrary and capricious application of a CUNY City University bylaw or policy. This was a policy. We were not successful in many, but we were successful, actually, at arbitration, in reversing some retrenchments; some people who were improperly handled in terms of their own policies; the college's own policies.

Irwin: The AAUP censured City University because of these retrenchment policies of that period. That censure lasted until 1983, I believe, when new retrenchment guidelines came in; which increased the role of faculty significantly, and then AAUP lifted its censure.

Nick: More than I know. Yes.

Irwin: Okay. Finally, agency fee rebate, which is a rather interesting little part of the life of PSC.

Nick: Interesting in the Confucius sense of, you should live in interesting times.

Irwin: A difficult thing to calculate, and affects only a very small number of people.

Nick: So I don't remember the year, but at one point the state legislature adopted the agency fee rights of non-union members who were covered by a bargaining unit; which certainly affected us. They had certain requirements in the law. I don't remember all of it. I do remember that they said that objectors would have to be allowed to contest the portion of their agency fee – which was to be the equivalent of dues – but the proportion or portion that was related to political or ideological expenses that were only incidentally related to terms and conditions of employment. So we had to first adopt a policy of the union under which agency fee objectors could object, and they had to have a timeframe within which to do it, and then we had to have a procedure to allow them to air their views and contest the amount.

It evolved, as time went on, from – I remember, actually, the amount that was refundable the first year was something like 69 cents. It was under a dollar.

Irwin: It was very small, and it continued to be very small, but more than 69 cents.

Nick: Then it was \$1.23. This infuriated a few of the fee payers. What we did as a matter of I'll say, comity, not comedy, but comity, was, for those people who succeeded in perfecting their appeal under the process, we just gave them back all of their agency fee, period, for that year; because then they would not have anything to contest. Actually, to correct the record, or keep the record more accurate, the first year they challenged, we actually had an arbitration of their complaints. There were about five or six of these people I believe. We had an arbitrator, and we actually employed or brought in NYSUT's lawyers to represent us at that hearing, since they were also being challenged in other fora, or other units of their membership, and we thought they were in the best position to represent us.

We won and we lost. We won most of it, but we lost a little ground. So rather than, every year, coming up and being concerned that we might lose a little more, we said, just give them back their money. As time went on, the amount increased; and the calculation became more and more difficult to make, because – I know – apparently the union was getting more involved in political activities that were more than incidentally related to terms and conditions of employment. It became very contentious. It ended up – one of my last days in court for PSC – that I was accompanying two NYSUT lawyers. This was interesting. This was in August of 2003. We were being challenged on the agency fee by – I don't remember his name right now; a professor at Brooklyn College. We were in federal court when the lights went out. It was the blackout of 2003.

So at first the magistrate – it was the equivalent of a judge – thought maybe it was the case that turned the lights off. Then she thought, well, maybe it was just the courthouse. Then we ended up realizing it was the whole city of New York and more. So anyway, that's just a little aside, a humorous aside. I had to walk

back, by the way, all the way from Brooklyn to where I lived, across the Brooklyn Bridge.

Irwin: Which is up on the east side [unintelligible 00:27:29].

Nick: In the 80s.

Irwin: Yes. So it was a long walk.

Nick: A long walk, hot day.

Irwin: Okay. Now we're going to turn to what will be the central issue, now that we know the full scope of your work, which was very wide.

Nick: Well, there's a little more. I just thought of a piece, just to say that I also was – since I was the house counsel -- sometimes there were issues of internal union governance; and I might help the officers or the Executive Director deal with internal union matters regarding chapters or newsletters or whatever. We actually had a lawsuit out of a newsletter, which was interesting.

Irwin: Yes, I know you had other things, too. You were the counsel for the Belle Zeller Scholarship Fund. I don't know if you had any work, but you were the counsel for that. I don't know. Were you also the counsel for the credit union?

Nick: I was the counsel for the credit union, and I did have work from that.

Irwin: All right. So there were some other things as well. Okay. On arbitrations: As you said, that was what you were hired to do, and you did a lot of them. It's critical to the work of a union that it defend its members and their rights under the contract. What was the process for deciding if a case would go to arbitration?

Nick: So, the answer is, it was a grievance committee, the Grievance Policy Committee. When I was hired at the end of '75, this committee already existed. It had been existing for some time. In the beginning days and years of my employment, I really had nothing to do with the committee. I was just told which cases were going to arbitration. The file would be delivered to my desk or my secretary's desk, and I would start adding that to the docket. As time went on, or as events would have it, I presented a case at arbitration; and I don't remember the name of the case, but I remember we won. As we routinely did when a decision came in, actually Arnold Cantor, the Executive Director, was sent a copy by the AAA; and I was sent a copy.

He called me into his office. He said, I'm very glad you won; but there's nothing in here about the such and such argument, about a certain issue. I said, oh, I didn't argue that issue. I didn't think there was any merit to it. He said – and I

guess the Director of Contract Administration was brought into the conversation at some point – they said to me, well, that’s the reason why we took the case to arbitration. I said, well, nobody told me. There were no notes in the file, and I got the file. I evaluated the case. I brought it to arbitration. It was won. What’s the problem? It wasn’t a big deal, except they were concerned that if the committee was taking a case because they had a discussion that they wanted a certain issue to be tested, there was a crack – whatever the expression is. What’s the expression? There’s a crack in the wall? No. It fell through. I didn’t know that.

So at first I think the idea was going to be that the Director of Contract Administration, who used to go to these meetings, was supposed to put a memo into the file I think. But that never happened. Whether I’m right that it was supposed to happen, I know it didn’t happen. Then they changed the practice that both of [us] should attend the Grievance Policy Committee meetings; the Director of Legal Affairs – that’s me – and then the Director of Contract Administration. We should both be at the meeting. So the committee would have the benefit of both our views. We didn’t vote. We were non-voting members, and I would also be there to know what the discussion was all about. You want to say something at this point.

Irwin: Yes, because this leads to the next question. This Grievance Policy Committee had to decide which cases would go and had to consider whether a case would make good law or bad law, because the precedent of a case would affect other cases. So what factors went into this decision at the Grievance Policy Committee to take a case or not to take a case?

Nick: Okay. So, the factors are, what’s the strength of your case. That depends on the nature of the case. It could be a matter of testimony. It could be what somebody’s going to say as opposed to what somebody else might get on the witness stand and deny. So that’s one kind of evidence -- documentary evidence. Arbitral precedent. Arbitrations are legally not precedent. If you won the prior case, you don’t automatically cite that case to win a case. But the reality, and one of the very unique benefits of having what we had at the PSC and City University is, we had our own panel of arbitrators. Meaning, we selected a panel of arbitrators who sat under our contract.

They would rotate in terms of who would hear the case, but they were the same arbitrators; and when a case was decided, not not only the union’s lawyer and Executive Director and the university’s legal staff and other staff get the decisions, the other arbitrators of the panel got the decisions; and they were very interested in their colleagues’ decisions. We often cited what I used to call lines of precedent. I’d say, we won presidential reasons cases, article 9.9 and 9.10, this case for this reason, this case for this reason. Our case before you today fits within this rubric, fits within this line of precedent, and we’d win cases,

occasionally lose cases, but because of what had happened before. So this was very important for the Grievance Policy Committee to know.

It may sound self serving for us to say this, but we had a very diligent group of people who were very – now and then there are exceptions to all general situations -- but they were very studious. They were very interested, maybe because they're academics, but not all of them. Some of them were lab techs, which may be insulted that I didn't think they were real academics. But they were all very concerned about the cases. The debates sometimes were extensive. Sometimes they were rancorous. But now I'm going to tell you another little piece that you may not know. So at these debates or the meetings where decisions were reached with a lot of consideration, every potential case for arbitration got their day in court. But there was a time when the Director of Contract Administration and the Legal Director didn't agree on something.

So this became another side issue, which didn't make the Executive Director happy. Reasonable people can disagree about the merits of a case and the value of evidence, and the probative value of evidence; and we did. So we would change the process. The process was that, before the case was actually presented to the grievance policy committee, the staff lawyer, me, and the Director of Contract Administration, whoever it was – while I was there, there had been two – we would meet in advance of the meeting with a grievance counselor who was assigned to investigate the grievance for the policy committee. So this was an intensive investigation by a more advanced grievance counselor who would then come to the meeting with the lawyer and the contract director. We would, the three of us, discuss the case. Maybe we'd need more information. Maybe this is weak.

So we would tease it out there before it went to the Grievance Policy Committee. Before it would go, maybe we would meet again, or maybe we didn't need to; but before the committee, we would agree: this case is going to be recommended, or this case is not going to be recommended. Then the committee would decide and banter about it; whatever.

Irwin: What proportion of the grievances went to arbitration?

Nick: I have not only no idea – I don't know. I never kept records of ...

Irwin: What about a ballpark figure?

Nick: You know who might know that actually? I think, actually, the Director of Contract Administration. I know Debra Bergen. She took over. I've know her a long time.

Irwin: She's the current.

Nick: She's the current and been there for quite a long time. She started keeping statistics, and I believe she has those statistics.

Irwin: Okay. We'll be interviewing her later on.

Nick: Okay. But if you ask me later how many Select Committees won and lost and how many arbitrations won and lost, I have very interesting answers.

Irwin: Well, that's my next question. But I'm going to phrase it a little more generally. What was the PSC's record in these arbitrations? So you can answer that either generally or specifically.

Nick: Okay. The general record is, we were very successful. I kept a record of my own arbitration decisions, victories or losses. I had wins and losses. The victories were way over 50 percent. I don't remember the exact -- it's too long ago -- but way over 50 percent. I would read in the literature that AAA -- the American Arbitration Association -- what's the other one? The management company -- I forget the business group -- put out a lot of labor publications. They all said, unions generally win 30 percent or 20 percent of their arbitrations. Of course, these statistics, especially comparing them to our bargaining unit, are meaningless; because many unions' arbitrators would tell me, we love being on your panel. Your cases are so interesting. They're academic. They just address things that we don't address when it's a disciplinary discharge case. In a hospital, somebody's discharged. In a school, K-12, it's just more cut and dried. Ours would be very byzantine. They liked that. It's a challenge.

So therefore to apply a statistic from a simple discharge in a factory or a schoolyard to Brooklyn College or City College or whatever, it's just an apple and an orange. It's the same concept when people, after winning their case, would come to me. You're going now to Select Committee. They'd say, what percentage of Select Committee decisions do you win? I said, it's irrelevant. There's no predictability to a future case. Your case is going to be judged on its academic merits. So your books and your publications have nothing to do with Professor Y or Professor X. So whatever happened to Professor X or Y and you it's not predictive.

So I don't keep those statistics, because it would mislead you. I said, we're going to present the best we can for you. You're going to go to your file, and you're going to make sure that it's in the order that it belongs in so that the Select Committee has all the materials it needs to have, and then you'll win or lose, but not because you didn't get a fair shake.

Irwin: Okay. And in terms of the victories, were there general factors that seemed to contribute to victories? And then I'm going to ask you the follow up question: Were there any factors that led to losses?

Nick: Well, let's do this. When I would present a case at arbitration – other people did too, but when I would – if I could, I would start. There's an opening statement. I would say, Mr. Arbitrator, or Madam Arbitrator, we are presenting the case of so and so. Then I'd say, depending on the case, there are three different independent grounds in this case, on any one of which you could sustain this grievance and send it to Select Committee; any one of these. Then I would go into the different issues. Well, [what] would happen, invariably, because arbitration is the process that it is, is that we would win a case; but the arbitrators want to sit on the panel. So they'd have to make the other side happy.

They might give us what we call dicta, an opinion on some of these other issues. Oh, we're denying it on this issue. So we'd win on 9.9, presidential reasons, but we'd lose it on the duty of the chairman to give guidance. So we won, but you took something away from us that we had before. It was disheartening. You like to win, and you want the professor to get his job back or get her job back, but you don't want to lose a piece of the contract that you'd already won.

Irwin: Absolutely.

Nick: So it's not cut and dried, and it was fraught. Especially there – we did change arbitrators from time to time. One of them died, two of them died; another one retired, or we retired some. At contract negotiations, they would renew or not renew the panel. Sometimes the university – as I recall, the union, if I'm correct, never – what's the word? – vetoed or KO'd an arbitrator. But the university did, a couple, several. So we'd get new arbitrators. So the new arbitrators didn't have the depth of experience; so in their early opinions, they might screw things up.

So it was precarious is, I guess, the right word.

Irwin: Okay. This is a question that's more general, but I think you can answer it. Do you think there were any other strategies that the PSC could have adopted to strengthen the arbitration procedure, to make it stronger in terms of the rights of the members? Or do you think that the procedure, as it eventually developed, was pretty good in protecting the rights of the members?

Nick: I think it was very good. As I said, there were so many levels of fairness that were built into the system, be it – well, one thing we didn't speak about, which I'll tell you in a minute. But the way the union processed grievances, the way we train the grievance counselors, the way we supported them in terms of central office providing them with what they needed – information, other counselors. When they were newer the more experienced ones would train them and go with them. Then the Grievance Policy Committee, with all that I told you already. Then the arbitration procedure itself: it's a great procedure, even though there are some things. Nothing is perfect.

The other thing the union did, which other unions don't do – at least I don't know of any that do – is to provide members of the bargaining unit to opt to go to arbitration on their own, if they choose to take over the ownership of the agreements [case] early on. So if they had any compunctions – which they shouldn't have, in my humble opinion -- but if they did about the fairness of the union to handle their case, they could go on their own. Actually the university at one point didn't want that to be available anymore. They wanted us to take over exclusive ownership, because they didn't like some of the lunatics that showed up at arbitration, either on their own behalf or with some of the lawyers they would bring in who knew nothing about the [collective bargaining] agreement. Then these arbitrations would be very difficult.

I will tell you – I don't know whether you were going to ask me, but – over time the relationship that I had with the university lawyers matured. There were different lawyers over time. Since I'm there so long ...

Irwin: Yes, I am to get into that question.

Nick: Okay, then I'll wait.

Irwin: Okay. In terms of what you could do in arbitration, the whole grievance process was determined by the contract. Do you have any thoughts about what the PSC might have been able to get in terms of contract gains, which would have made your job easier or would have made the whole grievance and arbitration process better?

Nick: I know there were. I know that I communicated whatever they were to our negotiating committees to either incorporate into demands or to use as part of the demands they already had. At this minute, sitting here, I'm not clearly remembering anything. There was something about presidential reasons.

Irwin: Yes, that was always a troubling one.

Nick: Yes, there was something. I remember discussing it with the university, because a representative of the university and I used to – I know. The file, the material, that would be sent to the Select Committee – there were some issues on that, but I'm actually not clear on what they were now. But I did communicate all that long ago; and what was done with it, I don't even know ...

Irwin: There was, of course, a bargaining process.

Nick: Correct.

Irwin: So what you asked for wasn't necessarily what the union could get.

Nick: No, but maybe they did get it; and I don't know that sitting here now.

Irwin: Okay. Now we've come to the question that you were raising about CUNY. You had to deal with a number of CUNY administrations. Chancellor [Robert] Kibbee was the first one, and then there were succeeding ones. Joe Murphy was the chancellor for a while, and then Ann Reynolds was the chancellor for a while. Did you have any other chancellors?

Nick: We had an acting chancellor, I think; Leon Goldstein, acting.

Irwin: Yes. There were a couple of acting chancellors.

Nick: Then Goldstein, Matthew Goldstein.

Irwin: Yes. Matthew Goldstein, I think, was the final one.

Nick: He was.

Irwin: Did you find any significant differences in these administrations in the whole process of arbitration in the way they handled it?

Nick: It would be hard for me to say that the differences were attributable to the chancellors. It would be easier for me to say or discuss the differences of the vice chancellors, that of legal affairs and of faculty and staff relations.

Irwin: Fine. That may be where the key decisions were made.

Nick: It may well be that he or she who was at the head of the university, the chancellor, was affecting the manner in which the union was being treated by their own vice chancellors. So that I don't know, and I wasn't involved in those discussions. I didn't have perspective on that. I will say that, when I started, Mary Bass was the legal officer. Who was faculty and staff relations? God.

Irwin: Was it David Newton?

Nick: It was David Newton. That's correct. David Newton had sort of an arrogant posture and supercilious manner. Mary Bass was very condescending to me. She used to call me a very nice young man; but, how could you be taking these positions, you nice young man? She was very condescending. I used to have – because of all these lawsuits that were arising out of the Select Faculty, Committee, I would on an almost weekly basis – I lived very close, though I've moved now, to where the university headquarters were. On my way to work I would serve them with legal papers, another legal paper. She got tired of looking at me. I was told when I was hired, and she was there, her legal people, who used to do the arbitrations, were notoriously nasty at arbitration. They sort of reflected her. Now we're getting ad hominem, but this in fact what happened.

I was told in my interview, don't think because you're a lawyer, and they're lawyers, that you're going to – I hope you're not going to act lawyer to lawyer, as you lawyers do. They're mean, and they're bad. They would tell me about a person who hasn't been there for years who would find the paper between the filing cabinets the night before the arbitration, that kind of stuff. So they played dirty tricks, and whatever. That was the tenor. Arbitration was very contentious at the beginning in particular. It was more contentious than productive. The arbitrators weren't very pleased about that, but they didn't say anything. One of them, I remember, never said anything. He was a very eminent arbitrator. He was very highly respected, and elder statesman of the arbitration panel. He used to just stick his head down and write his notes, and he'd say, are you finished, and then he'd write his notes.

They didn't want to get into the fray, and they rarely did; but then as time went on, then they changed. As some of the staff changed, I would say they were – I don't know why. Maybe it was just personality, or maybe there was a message. They were more professional and less ad hominem and engaged in fewer dirty tricks.

Irwin: Was that connected to Ira Bloom, who was a lawyer and also was the Vice Chancellor for Faculty and Staff Relations]

Nick: Ira Bloom was so the consummate professional. But he wasn't the one that sent the lawyers to arbitration. That would be the Vice Chancellor for Legal Affairs. Ira Bloom, I did have a lot to do with him. He was very rigid, and he was very uncompromising, but he would listen to you, and he would try to reach agreement; more so than, certainly, Newton. He did work with the union, as far as I know; but more so with other people.

Irwin: His reputation was that he was very difficult to reach agreement with ...

Nick: Correct.

Irwin: ... but once he made an agreement, he would stand by it and enforce it.

Nick: He was an honorable person.

Irwin: ... which was not true for other administrators.

Nick: I'm sure you're right. You probably know more about that than I do. I will say, though, by the last years that I was there – I don't know how many, maybe five to eight – you had, and you still have apparently, Vice Chancellor for Legal Affairs, Frederick Schaffer. So he hired people who were, many of them if not all of them, right out of very good law firms. They understood – and I believe I brought it to them, and they readily agreed – I'm digressing a little bit. When there were federal case matters, and you had to go before a federal court, before

you could ever see the judge, the clerks or the law secretaries would sit you down. They'd say, mark all your exhibits. We want all this before you go to trial, before you meet the judge.

I said, this is very productive. This is much better, and, of course, the federal courts operate very efficiently. They have better judges, too, but that's another issue. This process was very meaningful. I said, why don't we do things like that; instead of going to arbitration, and spending half a day deciding, what's the issue of the case, why don't we meet in advance of the arbitration. Yes, it will take some time, but we won't waste the arbitrator's time, and we'll be more productive in front of the arbitrator. Let's see if we can agree to the issue before we go. Let's see if we can agree what the evidence is going to be: your exhibits and our exhibits. You do that at federal court. Why can't we do it here?

So we professionalized the process that way, and we did meet, whichever the lawyer was; and it worked magnificently. The arbitrators loved it. We'd go. We'd say, this is the issue we agreed on. We handed them the paper. Either they were all joint exhibits or they weren't, because sometimes they or we didn't want that exhibit in. But we knew it was going to get in; because we knew, as lawyers, that it was relevant. We might not like it, but it was relevant to the proceeding. We'll argue our cases, and we'll spend time arguing its relevance, its weight, its merit, to the issue, but we're not going to argue about, should it be in or shouldn't it be in because we know it's going to go in.

So we spent that time more productively, and the arbitrators were very impressed with that. It was very useful.

Irwin: Okay. Good. All right, let's go back to the PSC's structure. You worked under the direction of the Executive Director, and there were two in your years.

Nick: Actually three.

Irwin: There were three. That's right.

Nick: Arnold, Frank, and Deborah Bell.

Irwin: Three – [including] and the current Executive Director, Debbie Bell.

Nick: Correct.

Irwin: Did they play a significant role in this whole area of grievances and arbitrations that were so important to your work?

Nick: Just so it's clear in terms of proportion, my first – well, do you know the year that Arnold retired? Because I don't remember.

Irwin: 1995.

Nick: '95. So from '73 to '95 – and I retired in 2003 – most of the time I was there, Arnold was the Executive Director. So for the bulk of it, to answer your question, he was very interested in the arbitration procedure, grievances. He didn't interfere or impose himself, but if I had questions, he was always helpful and cooperative and interested. He always read the decisions. He discussed them if he thought they were relevant to discuss. He played, I would say to that extent, a hands on kind of role, but not – he would read my briefs if I wanted him to. We didn't do briefs all the time, so that wasn't a big issue. The others – Frank Annunziato was there a shorter period of time, and Deborah Bell even shorter. I would say they were supportive if it was needed, but I didn't really have much of an interface with them. I want to be sure I say this correctly [unintelligible 00:53:40] arbitrations.

I guess, also, I was a new employee at the beginning. He [Arnold Cantor] even came and observed me a few times. Frank did not. Debora Bell did not. They didn't need to. I was an experienced, proven employee. But in the beginning Arnold, I guess, had to be sure that I was doing right by the PSC. He also testified sometimes, too; so [unintelligible 00:54:04].

Irwin: The officers also had a role, and I'll ask you the same question. Did the officers, who were led by Irwin Polishook – when you first came, Belle Zeller was the president.

Nick: Correct.

Irwin: Then Irwin Polishook became president in 1976, and he retired in 2000. Then of course Barbara Bowen became president. But I'm not just talking about the president. There are other officers, too. Did the officers play any kind of role in this grievance and arbitration process?

Nick: Well, just so whoever's listening to this understands: We have different kinds of officers. We have principal officers, and then we have the Executive Council. These are all higher level. Then there are the chapter officers. So to answer your question, I don't know whether you want me to go through the layers.

Irwin: Well, I think I'm most concerned about the principal officers, because they would be in the office. They would have perhaps greater connection to the arbitration process than the Executive Council members or Delegate Assembly people.

Nick: Well, Delegate Assembly, I would say none. Executive Council – it would depend on whether they were also – many of them were or are – chapter leaders. The chapter leaders did have [an] interest in the grievances. Many of them held dual role of chapter and grievance person at the campus. Sometimes they

changed hats, and one would be chapter chair for a while or grievance counselor, or whatever. Some held both. So those people who have been involved in the grievances below that were going to arbitration were very interested in what would go on. Sometimes they would come to the arbitration. Sometimes they would testify; not so much from what they did as grievance officer, but if they knew something about the college's procedure that was relevant to the arbitration hearing, they might actually testify.

It would be useful for me to have as a resource person the person [who] was involved in the grievance at step one and step two, to be at arbitration. They might know something that might come up that the other side might raise that I might not know. So to that extent they were involved. You didn't ask it that way, but if you're asking, was there any interference by the principal officers, I would say no. They might be helpful if I asked for it, but I didn't feel that anybody was ever telling what to do or how to present a case. I might ask for guidance sometimes based on – or I might even suggest, if it would be at all possible, that an officer, meaning a principal officer, could speak to someone at 80th Street [CUNY Central] to resolve the case or settle a case. It would be advantageous to do that for whatever the reason was, that right this minute I'm not remembering.

Irwin: Yes, I think there were cases that were settled that way by the officers or by the Executive Director; and therefore the case disappeared. During your long career, the union was led by Irwin Polishook for most of it, 24 years. But in 2000 the New Caucus was elected, headed by Barbara Bowen and her colleagues. Did this change your job in any significant way, the fact that there were now new officers? First of all, they were new; they were not the old ones; and with somewhat different views about how a union should operate.

Nick: Well, in the three and a half years that I was there with the change of administration, I would say that the arbitration process did not change. I think I was an educator to them on the process. I think, to the degree, that they could draw on me to learn about what happens, I played a role in that. I don't feel that – well, decisions weren't made differently about what cases went to arbitration, for example. Certainly – I don't remember now. The [First] Vice President, I think, sat in on the committee. I think Steve London became a member of the committee. So he played a role. I don't think there was ever – well, that's not true. I think, going back history, the vice president of the union actually at one point was the chair of the Grievance Policy Committee. I think Irwin Polishook, when he was vice president, was chair of the grievance policy committee in the early '70s.

Irwin: Yes. That was way back. That was before '76.

Nick: Right. So it was not unprecedented that a principal officer might be on the committee. But I didn't see any changes in how the process occurred. They

certainly didn't have the long years of being exposed to the grievance procedure that the outgoing officers had.

Irwin: Okay. What was it like to work at the PSC?

Nick: What was it like to work at the PSC? In my first year, my second year, my 27th year?

Irwin: In your 28 years.

Nick: It's different every year.

Irwin: Well, I don't want you to go year by year; but I think ...

Nick: We have another hour.

Irwin: We have a little time, but I'm not sure year by year is what anybody wants to hear. But since you were there for so many years – and in a moment I'll go into some of your other – you were the head of the union which represented the professional staff ...

Nick: For some of that time.

Irwin: Yes, for some of it. But because you were there for so many years, you must have gotten a sense of what it was like to work, first of all, at a union as compared to working, say, in a law firm or private company ...

Nick: Or in the government, which is ...

Irwin: ... and then what it was like to work for the PSC, which is a particular type of union. It's not an industrial union, but it's a very special kind of union. So that's what I'm asking you.

Nick: That's a very Rorschach kind of question. I'll start from the beginning, but I won't do every year. I started – it was just before the Christmas holiday period; Christmas/Chanukah holiday period. I was very impressed with the collegiality of the place I was now working at, more so than any place I'd worked before. There was a party that was given by the union for the staff, and it was very upbeat, and it was very nice, and it was very welcoming. I liked that. It was interesting to work with intelligent people. You work in a law firm, they're also very intelligent. I worked in government. There were some that were and some that weren't. But when you're working with a union of faculty members, really, I always said, it's the most educated collective bargaining unit, among the most, in the country. So that was very positive.

I learned over time that, especially in dealing one on one with, -- and I was forewarned of it, -- that because a particular individual was an expert in French literature doesn't mean it transcends into being an expert in everything,, especially the job that I do . I [also] probably acquired this from a father who was a doctor, physician -- who was, how do I say this?, he was very good at dealing with his patients. My mother was a teacher. I think that all helped me be able to communicate well with people in this situation. So I used to say to people that, depending on the case, particularly the disciplinary, I was about 70 percent lawyer and 30 percent psychotherapist. We had to help them through their problems, deal with their issues. So you had to hold their hand and work it through.

But how is it to work in a union? So, over time it became apparent to me that a union as an environment – and you probably shouldn't be listening to this – is one where good work wasn't rewarded, and bad work wasn't punished; as a result of which, it could be demoralizing, because you can really give your all, and it's just taken for granted. You can see other people sloughing off, and nothing is done about it, or little is done about it. So it's not – and maybe I heard from others when I would discuss this, and I did discuss it over time-- that unions are like that. Unions engender again, the lack of reward for good work and the failure to punish bad work. When I say punish, I don't mean pillorying people, but calling people to task.

I know for a fact that there were instances where “bad work” or poor performance was called to task, but in my opinion, from my perspective, not sufficiently, and vice versa. So that became demoralizing. I think that other people see that. On the other hand, the record of the PSC speaks for itself. People came and worked there and didn't leave, because overall it's a very good place to work; nice people, smart people, pleasant people. Yes, it's contentious. Yes, some nut jobs. That's everywhere. But overall, it was a good place to work.

Over the years that I worked there, another interesting thing happened. It sort of segues into the question you were going to ask me about being the president of the staff union; but I'll describe it as follows. When I first got there, I learned that I was going to be in a staff union. Professional staff had its union, and support staff was represented by a real local, 153, Office and Professional Employees International Union. We were just an in-house union, and I was told that the reason why there was a union was because there had been some political division in the union as it was formed and that the current president, Belle Zeller, wanted to protect the staff. So she said, you should be in a union. You should organize, and I'm going to recognize you. She even put the Executive Director in the union, who was usually considered management. He was in the union, and the Associate Executive Director,– they were all in the union.

When I started, we were 10 people, 10 members of that union. Over time the management of the union, the officers of the union, at negotiation asked for or

demanded the removal of the Executive Director. So now we were nine, and then the next go-round we were eight. I began ...

Irwin: The Associate Executive Director.

Nick: The Associate Executive Director was taken out. I said, this is like – well, [unintelligible 01:05:39] then somebody retired, we'll just say; and they didn't replace his position. Then we were seven. Then somebody retired, and somebody from the staff got that job; but they didn't replace the other position. Then we were six. This is like the 10 little Indians. Started with 10, went down to six; and we're supposed to negotiate a contract. So I'm going into your question. So where's the strength of our union? How do you negotiate – unions can only negotiate against management if there's some – what's the right word? – some modicum of strength. So your strength is, maybe you could strike, or maybe you can organize, or maybe you can picket, or maybe you can leaflet, or whatever. Well, we're now six people.

While we were going down in number, in each contract, more so in my later years than in the beginning or middle, what had been good about the union was not so much the salary or the compensation but was what I call the social welfare benefits. We had very good pension. We had very good time off. We had very good sick leave. We didn't have the greatest salary; certainly competitively. I'm speaking now as a lawyer. Equivalent lawyers – you mentioned earlier, I had a lot of people to deal with in the university. We only talked about 80th Street [CUNY Central], but I also had to deal with either a labor designee and/or a lawyer at every college, especially with disciplinaries. So I'm here alone, dealing with the four to six lawyers at 80th Street, the faculty and staff lawyers, the lawyers at all the colleges; and they're all making a lot more money than I'm making; and they get the same vacation too, by the way, and the same Travia leave and all that type of stuff, equivalent.

So over time, however, the salaries weren't going up. I'm personally – you're asking me, so – I'm getting locked into a salary schedule. But the union, at negotiations, is taking away, taking away, reducing the benefits. So it looked like the good part about working here, which was all the benefits, the bad part was the salary. The good parts are going away. So at the end I was less happy than I was at the beginning. Maybe that's everybody when they're at the end of a job. I don't know. I'm not sure I'm answering, or if you want more information; but I think I've pretty much answered it.

Irwin: Okay. You said some of the benefits were reduced over time. Do you have any specific ones in mind? By the way, you mentioned [unintelligible 01:08:32] [Travia] leave. [Unintelligible] [Travia], for somebody who's listening to this recording, is the equivalent of sick leave, which you can use at the end of our career to ...

Nick: One half of your sick leave, up to a maximum of a certain amount of time.

Irwin: ... leave early. It allows you to retire earlier than you would by cashing in the accumulated sick leave.

Nick: So what we had wasn't to retire early. What we had was, when you retire, or when you leave, if you had a certain number of years of service, you could get half of your accumulated sick leave, up to a certain number of months.

Irwin: Paid to you.

Nick: Paid.

Irwin: Okay. So that's a little different from the university.

Nick: Correct. It didn't add to your pension [unintelligible 01:09:12] service. That it did not do, which yours did, I believe.

Irwin: Yes.

Nick: It's an equivalent. It was a mirror thing. It was a nice thing. I will say though, just putting a feather in my cap, I lost a lot of sick leave. I was hardly ever out. So I reached the maximum, and I lost it. I was fine. I didn't look to get sick. I didn't look to pretend I was sick. I was pleased to get half of whatever the period of time was. To answer your other question, I don't remember, sitting here today, what all the specifics were. If you think there weren't any, there were; but I don't remember. The pension, of course, we don't need to get into; but you changed the time from 18 years to 25 to reach maximum. That was one thing. So theoretically, after 18 years of service, I could have retired at maximum; and I had to wait 'til 25. Of course, I stayed 'til 28. So you could say I wasn't disadvantage, but ...

Irwin: Well, maybe you were ...

Nick: Maybe I was. Right.

Irwin: ... if you were thinking of leaving between 18 and 25. You might have been. Okay. You were president of the staff union. So you were relating not only to the PSC, which was the employer in this situation, but you were also relating to your colleagues. Did that place you in any kind of unusual position, as you were elected, I assume, to be the president, or was that something that was just part of being a member of the PSC staff?

Nick: Well, I wasn't president. I don't remember how many years elapsed before I became president. I got along with everybody, and I was a lawyer. I think they

figured I was the logical person to do it, meaning my colleagues, and I'm not sure what your question is. I didn't have any fights with them about being ...

Irwin: It's just the question of your relationships with other members of the staff. As president you had been elected, so that was a vote of confidence in you; but also the president of a union has often got different relationships – it changes the relationship with colleagues, because they expect you to do things that you might not have done simply as a colleague.

Nick: The history of the bargaining unit while I was part of it: I only know of one instance where we had a particular contentious problem with union management, if I can say, and that was someone being brought up, or steps were taken to bring this person up, on charges, for lack of doing his job well or some competence. I don't remember the exact – there was no specific charge. But steps were taken under our contract that would lead to charges. I don't think I was president of the union at the time. In fact, I think that he was. I think he was, actually; not sure, it's so long ago. I know that he and I conferred about it, and I know that we all decided that it would be in his interest for us as his union to hire an outside counsel for him, which we did. So he had his own counsel, so there were no issues there.

There was something else. Do you have more questions about being president? Because I can comment.

Irwin: No; but if you're done, I'm going to ask you a general question, which is, would you like to add anything about any of the areas? Now that you have spoken about them, as you think of it, if you want to add anything about any of the subjects, please go ahead and do it.

Nick: Well, I'll start with the last one about the staff union, because it's kind of interesting. I thought you were actually – well, the staff union: As I told you earlier, we were 10, then we were nine, and we went down to, I think, six. I understand it's gone up since I've left, but at that time it was six. So what's difficult is, even if we were 10, we are sitting across the table from the people that we work for and work with to negotiate our contract on a day to day basis. It's not like the union officer is negotiating with CUNY management, who you talk to once in a while. We're in the office together. We go to meetings together. We do everything together. So you can't necessarily feel free to say the things across the table that you might say if you were freer to do it. We used to talk about that as a staff union. How do you say to Irwin Yellowitz, as Treasurer, who's going to negotiate the contract, what you might feel you want to say negotiating the contract? It's difficult.

I don't know whether you were doing it at the time. I don't think you were. I think it was Claude Campbell.

Irwin: Well, I did it for a number of years.

Nick: Yes. But were you there when we hired our own outside negotiator?

Irwin: No.

Nick: No, I didn't think so. So we actually tried that once. We thought maybe it would be better if we were able to have someone who isn't us saying the things that need to be said; maybe it would make a difference. Well, in the final analysis, they said the things that were said across the table, and then what happens so many times is, the president of the union or whoever goes quietly to talk to whomever, and they work it out, and then they come back. So it didn't change much. So we didn't do that again.

Then as time went on, which you may not even know, the staff union said – and we had actually talked about doing this previously – we wanted to affiliate the way the support staff had, Local 153. We thought, we need our own strength of the union isn't just the five of us or the six of us. We need the power of other unions. So we'll affiliate. So we did. We looked into it. We didn't do it. We looked into it, and we spoke to several unions, and one – I don't remember what happened to the other one -- but we were actually on the verge of affiliating when somehow somebody in union management discovered this. As a result, our union officer spoke to a major union officer of the AFT [American Federation of Teachers], who then called that union and said, don't you dare. I wasn't there when he said it, but the union withdrew. They would not represent us when they got the call from Al Shanker [unintelligible 00:15:53].

Irwin: I know nothing about this. This is very interesting. It's my first time hearing it.

Nick: Because Al Shanker said, I don't believe unions should have their staff unionized. He, a matter of principle, didn't believe in it.

Irwin: Al Shanker.

Nick: Al Shanker. So ...

Irwin: UFT [United Federation of Teachers] staff is unionized, and they have even had a number of strikes.

Nick: The PSA. It's called the Professional Staff Association, I think.

Irwin: That's NYSUT. Yes.

Nick: It's different.

Irwin: Yes. Al Shanker, you're talking about, was head of UFT.

Nick: He was UFT, AFT. He's head of everything.

Irwin: Yes, later AFT. But NYSUT has three unions.

Nick: Yes, but – go ahead.

Irwin: UFT, the teachers in New York City and professional staff, have two unions. They have a professional union, and they have a support staff union.

Nick: Correct me if I'm wrong. My understanding – and it may be incorrect – is that the professional staff at the UFT and the professional staff up in Albany are the same professional staff.

Irwin: No.

Nick: No?

Irwin: No, they're not. The UFT staff is not. The NYSUT staff is the staff of many, many unions in the state; but not for the UFT, and not for the PSC, and not for UUP [United University Professions], which is – well, UUP is a little different. That's the state university union. But PSC and UFT have their own staffs, different from NYSUT.

Nick: I know they have their own staffs, but different – I thought that the staff union represented employees of NYSUT and employees of UFT.

Irwin: No, I don't believe so.

Nick: Oh, well, whatever.

Irwin: Anyway ...

Nick: Anyway, he didn't like that anything happened. So ...

Irwin: Okay. That's interesting.

Nick: Yes. So, let's see if there's anything else. I can't think of anything else to comment on at this point.

Irwin: Okay. Is there any other issue we have not covered in the interview? We talked in a pre-interview, so I was able to include some things that were not in my original set of questions, but is there anything that's developed over the course of this hour and a half that has led you to want to talk about something else that we have not talked about?

Nick: I'll only think about it at 3:00 in the morning when I wake up and remember this. Right now it's not coming up.

Irwin: Well, since you're not taking this recorder with you ...

Nick: I can call you up in the middle of the night.

Irwin: ... and putting it into your bedroom, we're going to have to bring it to a close. I want to thank Amanda [Magalhaes], who's been here during this session from the PSC staff who has helped surmount a problem with the recorder, which I don't think turned out to be a problem, because ...

Nick: Because you were here.

Irwin: ... we've been able to go on continuously without having to pause. So that issue did not come up. She was the person you referred to at one point when you said, maybe you shouldn't be here. [Unintelligible 01:18:44]

Nick: Maybe you shouldn't be here. Yes, that's true.

Irwin: ... not me. I could listen to it with an open ear.

Nick: Good that you corrected the record or clarified the record.

Irwin: Okay. Thank you Nick.

Nick: Thank you, Irwin.

Irwin: That was a wonderful interview. Thank you very much.

[End of recorded material at 01:18:58]