

DIMENSION

The Newsletter of the UNF United Faculty of Florida (UFF)

April, 2004

UFF ELECTION RESULTS

Our annual UFF Chapter elections have been held. Our Bylaws provide that the elected officials change office at the end of the term. Cheryl Frohlich has been elected President and UFF Senator. Shira Schwam-Baird has been elected VP. Patricia Geesey has been elected Secretary. Michelle Dedeo has been elected Treasurer. Vicki Stanton, Bruce Fortado and Shira Schwam-Baird have been elected UFF Senators from UNF.

SELECTIVE INVERSION-COMPRESSION CORRECTIONS \$10,000 OUT-OF-CYCLE RAISES

President's Delaney has acknowledged the salary inversion-compression problems at UNF. He appreciates the importance of salary levels in attracting and retaining quality faculty. Yet, the UFF team's contract proposal to have salary inversion and compression systematically dealt with in an ongoing manner has been declined to date. The management team's salary proposal only provides for a committee to be created to study the problem and suggest how to deal with it as funds come available. *Our historic UFF survey results show how strongly many of our faculty members feel about salary inversion and compression (see the UFF website).*

During the April 1, 2004 Faculty Association meeting, an anonymous question was asked regarding whether some out-of-cycle raises of \$10,000 had been made in the Coggin College of Business, and if there were outside offers. Provost Kline stated he was not aware of the situation, but he would see what he could learn about it.

Our UFF leaders had been alerted to this situation before this anonymous question was placed. We had already requested all the relevant documents. Dean Earle Traynham requested out-of-cycle raises of \$10,000 for three female assistant professors from two departments in the Coggin College of Business on March 27, 2003. Joann Campbell approved the requests. The requests mention the market salary of new hires in the college, the significant under-representation of female faculty at the Associate Professor/Professor ranks in Business disciplines and the desire to retain the three women in question. No outside offers were mentioned. A female associate professor, who had not received a salary adjustment, objected. She was granted a \$4,000 increase. There was no letter providing a rationale for this raise. A number of other women who were similarly situated have received no salary adjustment to date.

Several points deserve recognition here. First, these raises were granted before President Delaney arrived. Second, these raises were not negotiated with the UFF. The UFF was the exclusive bargaining representative at the time, so these unilaterally determined raises could be an unfair labor practice. Third, the UFF was not consulted

ahead of the raise decisions being made. Our last Agreement provided that the UFF would be consulted on any efforts to retain women or minorities. Fourth, the raises were not evenly awarded to similarly situated women and minorities within the school. Fifth, the UFF was not promptly notified of these raises. President Fortado heard of these raises via the grapevine. After a package of documentation was obtained, he heard about the fourth raise of \$4,000 via the grapevine. He inquired once again and learned it was true.

NEGOTIATION REPORT: “Blue Light Special”

On March 30, 2004, we had a chapter meeting to discuss a management negotiation proposal made on March 18. The management team presented it as a limited time “blue-light special.” Put simply, the offer would give our administrators their salary proposal, and with minor editorial changes reflecting our new decentralized situation, continue the terms of the last Agreement. The proposed agreement would last three years, with an annual re-opener for salary and only one other article. In our last Agreement, three articles could be re-opened annually by both sides. The following issues were discussed at our UFF chapter meeting.

The effective date of the proposed salary increase would be May 1, 2004. When the management team first presented the same salary proposal late last year, the effective date was December 1, 2003. The UFF negotiation team was told in December if they did not accept the offer as it was made, when a salary agreement was eventually reached, it might well not be retroactive. The reason given was a member of the University Board of Trustees did not want to pay for what he had already received. The UFF team made the point that if they exercised their right to bargain over salary, the management team was saying the members of the bargaining unit would be harmed financially. This could be an unfair labor practice. *Five months pay would be lost in the “blue light special.”*

In addition to a lack of retroactivity, the management salary proposal did not contain a specific framework to deal with salary inversion-compression, a clear merit raise formula, grievances were limited, and there was no guaranteed minimum for those who are “satisfactory” as we have had in the past. Late last year, President Fortado requested copies of the departmental merit criteria and procedures. After obtaining these documents, he did a content analysis. He looked for four things: namely, merit criteria (i.e. what counts in research, teaching and service), evaluation labels, how the three areas are weighted and how salary funds are distributed. Twenty four percent (6/25) of the departments had all four components. The average result was 2.4 out of a possible 4. This means *many departments do not have transparent merit raise processes*. The UFF at a state level wants to see merit money distributed via a formula.

Many people at our meeting stressed the need to communicate more, because of the PR (public relations) efforts of the other side. Early in the negotiation process, an agreement was made that neither side would propagandize. This agreement was violated in December when an inflammatory management bargaining update was issued that blamed the UFF team for holding up raises. We could have publicized the agreement not to propagandize, but at the time we saw no pressing need to do so. A management team should not initially present a firm and final position and then directly communicate with the bargaining unit in an effort to undermine the union team. To do so could be an unfair labor practice. Some faculty members believe what has happened is normal and proper.

Each time our counterparts have gone public, we must divert some of our limited time and resources to communication. Instead of operating in a collegial environment, we must cope with a business environment where PR is used as a weapon to achieve managerial ends. This was not the case when we had statewide negotiations.

Our local management counterparts started from a very extreme position compared to what was done at other schools. Our last Agreement was 95 typeset pages. Our administrators refused to use this document as a starting point. The first management proposal was 29 pages. They later moved up to 49 pages. We have presented our proposals in legislative format. All of the changes from the old Agreement were marked. Since the other side refused to do this, we have had to search to identify deletions, changes and omissions. Some of their alterations were noted in their talking points, but others were not. ***Dealing with all of this has consumed time.*** Both sides now have their positions on the table. Before engaging in the normal give and take process, the management team decided to offer us the “blue light special.”

If the management team initially offered to start from the last Agreement, make modifications based on our new local situation, and asked us to waive our right to negotiate salary and virtually any other modification, this would not have been warmly received. Why should we accept this now? Some faculty members are impatient to receive their raises. ***The majority of our officers and members who attended our meeting felt our long-term interests are more important than short-term expediency.***

The management team had not, as of March 18, made any meaningful concessions regarding the numerous issues we had raised in our contract proposals. When we initially objected to the massive cuts they had made from our last Agreement, they criticized us on the basis that they wanted a contract that was specific to UNF. When we put forward proposals including many things that are specific to our UNF situation, the same administrators incongruously objected. Our last Agreement suddenly looked good.

Some of our officers and members perceived the “blue light special” as an adversarial “take it or leave it” offer. Others wondered how we could recruit activists and negotiate effectively in the future if we caved in now. For all of these reasons, among others, our officers unanimously decided to politely decline the “blue light special.”

Once we decided to decline this offer, we learned the proposal was not really meant to be “take it or leave it.” ***In early April, the UFF offered several times to deal with the 2003-2004 salary proposals now via a memorandum of understanding. Once our conviction not to waive our bargaining rights was made clear, the management team indicated they wanted to leave salary until last.*** The UFF had also proposed setting aside a group of six articles that would be dealt with on a predetermined schedule during our annual re-opener negotiations. We felt this could speed the process. This offer was not accepted. We began discussing our proposals article by article on April 8.

PRESIDENT’S MESSAGE

I informed our activists in January, 2003 that I would not be running for UNF-UFF President again in the 2004-2005 school year. When I took office in 2002, we were entering a decentralization process. When I asked our administrators to initiate bargaining at the start of the fall, 2002 term, they declined. One fact some people fail to recognize recently is that we could and should have been negotiating a new Agreement

last school year. Instead, we had to demonstrate we had majority support. We obtained signed authorization cards from roughly 62% of our faculty members. Our last Agreement expired January 7, 2003. Our administrators did not immediately accept that the status quo should continue until a new union contract was signed. UFF dues deductions from our members' paychecks were discontinued. We had to fight to get this restored. The course releases for our union leaders were removed. Changes were also made to phased retirement and the first step grievance filing deadline. We feared arbitration was no longer available. The UFF was recognized on February 27, 2003. The UFF pursued unfair labor practice charges with the state labor board based on the above unilateral changes. These charges were settled in August, 2003. When we initially asked our management counterparts to initiate bargaining this year, they were not ready. Our news releases have shown how things stand and the numerous possible unfair labor practices that have been committed. It has been a rocky road the past two years.

As I leave office, I would like to make several points. ***Our chapter needs to double the number of activists.*** With all the new responsibilities that have come with decentralization, our UFF chapter cannot operate effectively with a small number of activists. We need teams of people to help with negotiations, grievances, and our other activities. I have heard some colleagues complain that we do not have a strong union. These colleagues refuse to join, pay dues and become active. If we give up and give in, we know what we will get. Satisfaction and morale were both well below the midpoint on our UFF survey scale in 2001 and 2002 (see the UFF website). Whether we have a strong union is up to us. ***When many of us speak together, our administrators have to listen.***

Bruce Fortado, UNF-UFF President

You Can't Afford Not to Join the UFF					
Fill Out the Membership Form Below and Send it to: Bruce Fortado, Department of Management, Coggin College of Business, UNF, Building 42, Room 3105					
United Faculty of Florida (UFF-FEA-NEA) Membership Form					
First Name	MI	Last Name	Social Security Number		
Home Street Address			UNF Unit and Department		
City	State	ZIP Code	Office Phone	Home Phone	
PLEASE ENROLL ME AS A MEMBER OF THE UNITED FACULTY OF FLORIDA (UFF-FEA-NEA) THROUGH [Check One] _____ PAYROLL DEDUCTION or _____ CASH PAID (The rate is 1%).					
Signature					