

BARGAINING UPDATE

Email of August 27, 2004

UFF would like to update you on two issues related to the current collective bargaining negotiations. An update on the general progress of negotiations, and particularly what is happening with salaries, will follow after the next bargaining session at the beginning of September which should clarify those issues. In this email we'd like to address the current controversy over whether to include in the Collective Bargaining Agreement (often referred to as simply "the Contract") the procedures for tenure and promotion and other matters that are now located in the Faculty Handbook or departmental bylaws.

Some Faculty Association leaders are opposing the inclusion of T&P and other procedures in the Contract. This is also the position that the Administration's Bargaining Team has been taking in negotiations. Since some of you may not be familiar with the issues and their history, we thought we should offer some further information.

Let's start with the basics. By law (and nobody disputes this part) faculty have the right, but only through their certified collective bargaining agent, to negotiate with their Administration for legally enforceable protections in all areas of their terms and conditions of employment—for salary certainly, but also in such matters as assignment, evaluation, tenure, and promotion. The Contract used to be negotiated in Tallahassee with the former Board of Regents and was the same for all universities. When the Board of Regents was dissolved and each university was appointed its own Board of Trustees, university-specific Contracts had to be negotiated by the Administrative team representing the local Board of Trustees and the union team representing the local bargaining unit of faculty and librarians.

When one contract was negotiated for all the universities in the SUS, it necessarily had to have very general language on matters such as tenure and promotion. It was up to each campus to flesh out details that fit the local situation, because the tenure and promotion process at a research university like the University of Florida would be different from that at UNF. The Faculty Association filled in these details by developing more specific procedures that were published in the Faculty Handbook, consistent with what was in the Contract (you can see that the current Faculty Handbook makes numerous references back to sections of the Contract).

Unfortunately, however, under this hybrid situation faculty could not enforce the Faculty Handbook's procedural details through the grievance procedure, unless those details were also spelled out in the generalized Contract. Now we have the opportunity to incorporate into our locally bargained Contract, and thus make grievable and enforceable, all these previously un-grievable Faculty-Handbook protections regarding tenure and promotion (among other things).

The union recognizes and appreciates the fact that collegial self-governance through various structures, including the Faculty Association, has usually operated relatively well at UNF. However, actions by the Faculty Association and individual departments cannot

substitute for collective bargaining. For one thing, the Faculty Association includes administrative faculty (chairs, deans, associate deans, etc.), who in some meetings in relative terms virtually outnumber the rest of the bargaining-unit faculty and whose perspective on issues that come to the bargaining table is bound sometimes to differ from non-administrative bargaining-unit faculty. Moreover, whenever the Faculty Association makes changes to the Faculty Handbook, those changes must still be approved by the Administration and, unlike the guarantees in a collectively bargained contract, can later be unilaterally overturned.

Nor, for that matter, can departmental bylaws alone take the place of the kind of equitable foundation the Contract provides, on which individual departments can then build. Although many departments have strong and effective bylaws, democratically developed, many others do not. Many departmental bylaws do not deal with certain important matters, such as summer course rotation or the distribution of merit pay. Some departments have no faculty-developed bylaws at all, or have bylaws that have never been approved by the Administration (the approval of bylaws is currently an undefined and administratively controlled process). It is only by putting a foundation of procedural safeguards in the Contract that faculty in any department can be reasonably sure that they are being treated as equitably as faculty in other departments. Finally, no matter how strong departmental bylaws may be, they are not now grievable or protected from suspension or alteration by the Administration.

Currently, the UNF Administration Bargaining Team is resisting writing into the Contract procedures that would be equitable across departments. The union believes that the Administration wants to keep such matters in the hands of individual departments, in part, because the Administration can influence and control what goes into departmental bylaws more easily than it can control what faculty will agree to when they can speak collectively at the bargaining table. Indeed, some faculty, particularly junior faculty, have confessed that they do not feel entirely free to take strong stands on the content of departmental bylaws, especially if their views differ from those of the Department Chair or senior faculty.

Contrary to what you may have heard, the union has not proposed taking over from individual departments the setting of discipline-specific criteria for evaluation, tenure, or promotion. We believe that such discipline-specific criteria should be handled by the faculty themselves through their department bylaws, assuming of course that those criteria are grievable and cannot be unilaterally changed without faculty approval. That is exactly what the union has been proposing (see the formal UFF collective bargaining proposals at <http://www.unf.edu/facstaff/uff/> <<http://www.unf.edu/facstaff/uff/>> bargainingdocuments.html).

On the other hand, it is precisely the union's job-and legal obligation-to try to ensure fairness and also to ensure the equitable application of whatever more detailed criteria faculty may develop to supplement the broader criteria in the Contract. That is why, no matter how much the Administration may resist or even stall, the union will continue to insist that the Contract contain procedures to safeguard tenure, promotion, and other

matters, so that those procedures can be reliably enforced through a grievance procedure culminating in binding arbitration by a neutral third party. Faculty can only get that kind of protection through the Contract.

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