

# DIMENSION

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

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## Bugbears and Bugaboos

A bugbear is an imaginary goblin, a specter used to incite fear, or an object of or source of dread. A bugaboo is an imaginary object of fear, a source of fear, or a bugbear. Have we seen any bugbears and bugaboos in our labor relations at UNF recently? In the ensuing text, some of the issues, concerns and questions certain individuals have raised will be reviewed.

Legally, the UFF is the exclusive bargaining representative for the bargaining unit faculty. The Faculty Association is funded by our administration, and it has members and leaders who are administrators. According to state labor law, the Faculty Association can never qualify as a union. To the degree the historic central UFF negotiations for all the state schools left certain aspects to local shared governance processes, this did not change the fact the UFF is the exclusive bargaining representative. What was previously delegated when negotiating one contract for all of the state universities should not be delegated when bargaining specifically for a single university. Our administrators entered our local contract negotiations by stating they wanted an agreement that was unique and reflected our local situation. When UFF proposals were put forth that provided just what the administrators asked for, objections were raised that were inconsistent with their initial position. The administrative proposals put forth have largely been shortened versions of our old contract provisions. These could have been submitted at any of the former state schools. Our administrators appear to want more management discretion and fewer provisions that can be grieved and arbitrated. The UFF would hardly want to agree to this.

A number of issues have been raised in response to e-mails, the contract proposals on our website and conversations. Some faculty feel the Faculty Handbook should not be cited in our UNF-UFF contract proposals and should not later be included in a local collective bargaining agreement. Certain individuals feel the Faculty Association has turf rights to subjects such as promotion and tenure (P&T) procedures. Tradition has been cited as the rationale behind this assertion. One person expressed concern that these procedures could not be rapidly changed if they were included in a collective bargaining agreement. Another person worried that promotion and tenure criteria determined by the local faculty would be lost. Some have expressed concern that the Faculty Association is even mentioned in the contract proposals. A concern was also expressed that the general framework that exists would be changed. Instead of leaving these matters to the negotiation teams of our UNF administrators and the UFF, a resolution has been written for Faculty Association consideration. We believe this matter has been informally settled, but only time will tell. In any event, we would like to explain our thinking.

A number of points need to be appreciated here. First, in an unfair labor practice settlement between the UFF and UNF dated 8/8/2003, the following statement was put forth: "UNF agrees to honor wages, terms and conditions for employment for all in-unit faculty under the terms and provisions set forth in the UNF Faculty Handbook." Other passages followed this, but these do not apply to the discussion here. In late July, 2003, UNF-UFF President Fortado asked UNF President Delaney to honor the status quo under the conditions set forth in our collective bargaining agreement that expired on 1/7/2003. President Delaney accepted this

proposal. Julie Sheppard later altered this understanding and inserted the Faculty Handbook. She told UFF attorney Tom Brooks that many of the provisions of the expired contract were cited in the Handbook. This meant the Handbook became a key part of the status quo that must be maintained until a new labor agreement is negotiated. Thus the provisions of the Faculty Handbook are currently part of the interim agreement and cannot be unilaterally changed. Perceived violations can be grieved and possibly arbitrated. The objection made that the Faculty Handbook should not be cited in the UNF-UFF contract seems impossible to reconcile with the fact that the Faculty Handbook cited the expired collective bargaining agreement, and both are part of the interim agreement.

This means the very P&T processes mentioned above were already made part of our labor relation's status quo in the interim agreement by our administrators. The main difference between having provisions for P&T only in the Faculty Handbook versus also including them in the union contract is simple. Our administrators agree that contract provisions can be grieved and possibly enforced via arbitration if need be, but some dispute whether provisions only in the Faculty Handbook can be grieved. One can easily understand why certain administrators would argue that the provisions of the Faculty Handbook, department and college bylaws and UNF Constitution cannot and should not be subject to the union grievance procedure. Why any of our bargaining unit faculty would want to have procedures and rights that cannot be enforced is less clear. The UFF bargaining agreements have long contained articles dealing with promotion and tenure. These have been negotiated parts of our working conditions for the past 25 years.

Our expired collective bargaining agreement contained a year's delay after approval in the implementation of changes in P&T criteria. During each year of the historic three-year agreements, both sides could open up to three articles. If these provisions were agreed to once again, there really would be no apparent difference if the existing Faculty Handbook's P&T procedures were included in a future collective bargaining agreement. Future changes would not require any more time to enact than is currently the case. During the past fifteen years, there have actually been very few changes in our P&T processes. The UFF contract proposals that include Faculty Handbook P&T procedures contain very few changes. The same departmental P&T criteria that previously existed are included. Putting what was described as a general framework from our Faculty Handbook into a future collective bargaining agreement would not change the framework in question nor decrease the Faculty Association's role. One of our officers stressed that people should appreciate the respect paid by the union to the excellence of these provisions currently in the Faculty Handbook, and the benefits of making them enforceable via a grievance procedure that can culminate in arbitration.

Some people have expressed concerns over UFF contract proposals mentioning the UNF Faculty Association and the UNF Constitution. Along the same lines, objections were also made over the idea of making it a union contract violation for our administrators to unilaterally abolish either one. One person said if the union contract mentions the Faculty Association, people might think they are the same thing. The argument has been made that the UFF and the Faculty Association are independent organizations and should be preserved this way. One person worried the Faculty Association would become a bargaining chip that in the future could be traded for a 1% pay raise. Further, the UNF Constitution was described as being a legal document in its own right.

The historic UFF contracts have long included mentions of shared governance processes on the individual campuses. Since these processes differed, the references tended to be general. The UFF President and the UNF President have long had speaking slots in the regular agenda of the Faculty Association. When the Faculty Association President manages the floor and the UNF President and the UFF President speak, one can hardly confuse the three. The Faculty

Association agenda as well as the Faculty Association President have regularly mentioned the UFF, and no one objected. Why should one object if the UFF mentions the Faculty Association? Given that the UNF-UFF President speaks during the Faculty Association meetings, and the Faculty Handbook extensively cites our expired union contract, there have long been areas where the bodies intersected and interacted.

Let us assume our administrators are committed to shared governance, our Faculty Association and the UNF Constitution. Why would they care if these subjects were mentioned in a collective bargaining agreement and neither Faculty Association nor the UNF Constitution could be abolished by either the administration or the UFF? Both exist, and would seem to reflect an area of common interest between our administrators and our union. If so, nothing should have to be offered to insert the passages in question, and nothing would be offered in an effort to remove them. Our administrators already can slash the Faculty Association budget to zero, refuse to approve its recommendations and ignore the provisions of the UNF Constitution. In keeping with this, how would either one be harmed by being mentioned in a union contract? This entire argument requires the stated objectives of the passages to be stood on their heads. It seems to be an oxymoron to say there is more security in being more vulnerable. At worst, if the union contract provisions in question were included and later removed, things would be no different than they are right now.

Bugbears and bugaboos indeed exist on our campus at the present time. The local UFF chapter officers can either choose to be afraid of these goblins, specters, imaginary fears and sources of dread, or they can pursue what they believe to be in the best interest of our bargaining unit faculty. The UNF-UFF negotiation team plans to operate legally, respectfully and promptly.

## **PRESIDENT'S MESSAGE**

The UNF-UFF Chapter has surmounted many challenges in the past two years. During our last statewide negotiation, an unfair labor practice was committed. When we offered to initiate local bargaining in the fall term, 2002, our administrators declined. We were told they were a new employer and they did not know if we had majority support. On February 20, 2003, our card signing campaign achieved fruition when the UFF was recognized by our UBOT. After our union contract expired on 1/7/2003, our administrators made some unilateral changes in our working conditions. While we got our dues deduction reinstated via informal means, unfair labor practice charges had to be filed on other issues. These issues were settled on 8/8/2003. During our first round of local contract talks, a series of actions have been taken that once again represent multiple possible unfair labor practices. Based on our experiences to date, we have to be prepared for this sort of behavior to continue. These actions could have resulted in our supply of volunteers evaporating. Our officers might have chosen to simply cave in and settle for a poor agreement that forfeited many of our historic rights. To date, our chapter officers have not caved in. While only time will tell, our last chapter meeting had increased attendance, and more people expressed an interest in getting involved in reviewing our negotiation proposals. All of our UFF activists need to be recognized and supported in order to succeed. What we can accomplish is up to us. We all know some people wanted to wipe our union off the face of the map, and if this was impossible, at the very least weaken our contract. Hopefully, we can turn the tables, increase our numbers and strengthen our contract. Our success simply depends on many of us uniting. When many of us speak together, our administrators have to listen.

In Solidarity, Bruce Fortado, UNF-UFF President

