
The Faculty Voice

The Newsletter of the FSU Chapter, United Faculty of Florida

Website: www.uff-fsu.org

**Find Your Voice,
Join the UFF!**

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Editor: Jack Fiorito

A division of the UFF, and through UFF, affiliated with the FEA, NEA, AFT, and AFL-CIO

Our top story

Update on UFF-FSU and Your Rights at FSU

Change is in the wind: Amendment 11 and a new Board of Governors, assumption of employer authority by the FSU Board of Trustees, appointment of President Wetherell, nominal expiration of the collective bargaining agreement, an authorization card campaign gathering over 1100 faculty signatures, and various legal maneuvering ... What does it all mean?

Unsurprisingly, there are few easy answers. Things are complicated, and change almost daily. Some key points:

- UFF-FSU volunteers during the fall semester collected authorization cards from over 1100 FSU faculty and academic professionals in the bargaining unit represented by UFF for the last 25 years. These cards, representing about 65% of those in the unit, were filed with the Public Employee Relations Commission (PERC) on December 20th. This step was necessary to assure legal recognition of UFF as the faculty bargaining agent after FSU and its Trustees refused to recognize UFF or commence negotiation for a contract tailored to FSU.

- Filing the cards doesn't end matters; it starts the PERC process for determining whether faculty will be represented by UFF. Although it is possible for FSU to accept that the cards represent the will of FSU faculty ("voluntary recognition"), PERC may be forced to hold an election in late February or March.
- Upon winning such an election, UFF will be certified anew as representative of FSU faculty to bargain over salary, benefits, assignments, due process, tenure, promotion, sabbaticals, discipline, evaluation, etc., i.e., "terms and conditions of employment."
- Certification means FSU will be obligated anew to make a good faith effort to bargain and reach agreement with UFF on these matters. A new contract will be negotiated.

What about the "old" contract?

UFF attorneys advise us that the December 20th filing of authorization cards preserves the status quo, meaning that the contract that nominally expired on January 7th remains in effect until a new contract is negotiated.

What can we expect in weeks ahead?

We can hope FSU top administrators and Trustees will realize that fighting the faculty is not good for FSU or the citizens of Florida. Voluntary recognition appears to be imminent for

at least one former-SUS campus, but be aware that FSU may:

- Assert there is no contract in effect, and thus FSU has unilateral authority to change employment terms at will and no obligation to honor the contract
- Argue that the proposed bargaining unit is inappropriate, and propose alternatives intended to make it more difficult for UFF to win a majority
- Seek other delays in the election process, a move designed to persuade you that UFF can't really change things, and to maximize FSU's opportunity to campaign against UFF
- Hire consultants or assign staff attorneys to lead an anti-UFF campaign to try to persuade you that you will be better off without an independent voice through UFF
- Show a sudden interest in surveying your attitudes
- Attempt to "buy you off" by offering improvements in salary or other employment terms that you will be intended to believe would not have come about with UFF representation
- Attempt to make it difficult for UFF to communicate with you

Again, we can hope that FSU and the Trustees will realize that this is not the road to academic excellence. FSU has made major strides in the past 25 years with UFF faculty representation, and can quickly be back on track for further progress through cooperative relations.

We'll do our best to keep you updated.

What's Going On at UF? (and other former-SUS campuses?)

Short answer: Pretty much the same thing. All former-SUS campuses filed authorization cards representing 60% or

more of their faculty. At UF, cards from almost 70% of faculty were filed. The UF Chapter has an excellent web site with questions and answers. Visit <http://grove.ufl.edu/~uff> and www.uffacultycontract.org. We are most certainly not alone.

Desperately Seeking T.K.

The outcome: We welcome back T.K. Wetherell in his new role as FSU President. We wish him great success.

Of Dust and Rust -- Guest Column by musical artist **Neil Young**

It's kinda innaresting how some things you learn or feel at one point in your life come back to you at another time, some dusty old idea. Comes a time! A lot of my songs are like that.

But what I was thinking of at the moment was something Mick told me he learned at the London School of Economics. It was called the Fallacy of Aggregation. I think the gist of it was that what makes sense for one person might not make sense for the group, or something like that. So, like it might make sense for one person to be a "free rider," enjoying the benefits provided by the dues and efforts of others. This can even work for a lot of free riders. But at some point, there's too much free riding to keep it working, and it collapses. You just can't rely on letting George do it.

Another kinda innaresting thing is how entropy rules. You always have to keep after stuff or it falls apart. You have to keep renewing things, oiling things, dusting them off, rebuilding them. It's true, old man, look at my life: Rust never sleeps!

Oh, the editor of this newsletter asked me to say something about the UFF at FSU, and obviously I've been slow getting around to that. But I'm proud to be a union man, make those meetings when I can.

UFF Membership Drive

At the end of what may be a long road, we expect that UFF will once again be recognized by FSU as the lawful representative of FSU faculty. The legal right to represent faculty and staff is a "paper tiger" without membership to put some muscle in those rights. Membership requires a substantial, but worthwhile commitment to pool a small part of each member's resources (1% of salary) for the sake of our common good. This gives UFF the resources to do its job for you.

Membership also gives us power at the bargaining table, by showing that faculty and academic professionals really support UFF as their agent in a tangible way. UFF membership at FSU has grown by roughly 50% since April, but we still have a long way to go.

Membership applications are available at www.uff-fsu.org. UFF dues may be tax deductible and otherwise a real bargain. Yes, 1% is a lot to ask, but you get what you pay for. Join us!

Tolling Bell for Altruism

Ask not for whom the bell tolls.

Many UFF members at FSU have taken up the challenge of rebuilding our chapter to win representation rights anew and to bolster our voice in negotiations through a stronger membership. The members that do this tend to be well-established scholars with tenure. Who are they doing it for? (Hint: Ask not ...)

We're not going to name names, but we want to tell UFF-FSU volunteers again that your efforts are greatly appreciated, and will come to be more appreciated by others with time. Keep up the great work! You're proving the truth in the claim that if a lot do a little, much gets done. Thanks to the efforts of volunteers, and our affiliates' support, **we're growing.**

A Brief History of Time, By Professor Steven Hawking

Late 2001 and Early 2002: Board of Education (BOE, the BOR's successor for bargaining) and UFF negotiators meet to negotiate under a "re-opener" clause in the 2001-2003 agreement. UFF proposes a 3.1% salary increase, including both across-the-board and merit money. BOE offers 0% salary raises and discretionary one-time bonuses for no more than 35% of faculty. BOE says the matter is not negotiable. UFF declares impasse, and the matter goes to a Special Master, as required by Florida law. The UFF files Unfair Labor Practice charges against the BOE for bad faith bargaining.

Spring 2002: The Special Master recommends salary increases similar to UFF's proposal. UFF lobbying continues for across-the-board and merit increases. The Florida Legislature passes a budget calling for 2.5% across-the-board salary increases.

Summer 2002: The Public Employee Relations Commission (PERC) rules that the BOE has committed Unfair Labor Practices in its take-it-or-leave-it approach to bargaining. The BOE is ordered to pay the UFF's legal fees, conspicuously post notices acknowledging its illegal behavior, and resume negotiation

with the UFF *in good faith* to reach an agreement. BOE negotiators' behaviors show little change. They also will not agree to extend the current agreement past January 7th.

August 2002: UFF chapters ask their administrations to begin bargaining for new contracts to tailored to each campus. Administrators reject this request. UFF files a petition to extend its bargaining agent status to the individual universities and college of the former SUS upon assumption of employer status by the Boards of Trustees on January 6th, 2003. FSU's BOT files a motion to dismiss the UFF petition because it "lacks ripeness," the BOT plans substantial changes making the existing certification no longer appropriate, and a lack of evidence that its faculty desire UFF representation.

September 2002: PERC Hearing Officer appears sympathetic to the BOTs. UFF withdraws its petition, concluding that it will have to win its representation rights all over again on a campus by campus basis. The campaign is on.

October 2002: FSU distributes "don't worry, be happy" FAQ to faculty assuring that things will remain unchanged after the BOT takes over and the nominal expiration of the UFF contract. Interestingly, essentially the same document was distributed at the University of North Florida two weeks earlier. It's good to have the autonomy that separate BOTs now allow, isn't it? FSU also issued a "gag order" in the form of a letter to UFF-FSU describing an excessively broad rule against solicitation for UFF membership or authorization cards during "working hours" and a discriminatory restriction on UFF use of FSU e-mail. Who says free speech is dead? Meanwhile, at the October Faculty Senate meeting, former-President D'Alemberte noted that his statement to the BOT -- that FSU's decision to cease recognizing FSU employees' unions was "at the urging of the Faculty Senate" -- was incorrect. He indicated that this needed to be clarified to the BOT. One wonders if this was clarified, or if the BOT cares.

November 2002: The Faculty Senate passes a resolution in favor of holding a collective bargaining representation election. Volunteers continue to collect UFF authorization cards to make an election possible. The search for a new FSU President is underway. Faculty are allocated 6 of 15 seats on the Presidential Search Advisory Committee (PSAC). Two of the Faculty Senate's recommended faculty representatives are rejected by PSAC Chairman Thrasher and replaced with his choices. Some Senators question the propriety of Thrasher chairing both the BOT and the PSAC that is to advise the BOT.

December 2002: Faculty Senate votes to ask Chairman Thrasher to remove himself from evaluating his recently-ex-business-partner, T.K., for the FSU Presidency. Thrasher dismisses the resolution. The PSAC whittles the candidates to five who are invited to campus. During (not after) the final candidate's interview with faculty, PSAC meets to narrow the list to three. Subsequently, the BOT surprised almost no one in choosing T.K.

Know Your Contract!

Despite its nominal expiration on January 7th, the UFF-BOR/BOE contract remains in effect. What's in it?

Find out at a luncheon workshop **Thursday, January 23rd at 12:30pm** in Room 311E Oglesby Union. A free catered lunch will be provided compliments of UFF. Members and nonmembers are welcome. (But we will have a special gift for members only.)

Poetry Corner by guest poet

Robert Burns

"The Twa Dogs: A Tale" (excerpts)

The first I'll name, they ca'd him Caesar,
Was keepest for his Honor's pleasure,
But tho' he was o' high degree,
The fient a pride, na pride had he.

FSU Works Because We Do!