

*The following is the prepared comments to be delivered by the UFF-TCC president Frank M. Baglione. Variations from the text were made in the oral presentation. The comments as delivered, and the comments of TCC President Bill Law, are available at:*

Part 1: <http://realserver.tcc.fl.edu:8080/ramgen/media/faculty/union/union1.rm>

Part 2: <http://realserver.tcc.fl.edu:8080/ramgen/media/faculty/union/union2.rm>

Realplayer is required to view the video. It can be downloaded at:

<http://www.real.com>

### **Remarks of the UFF-TCC President at the March 3 Forum on the Collective Bargaining Campaign at Tallahassee Community College**

Hello and welcome. I want to thank Tom Waller, the Chair of the Faculty Senate and the Steering Committee for sponsoring this forum. This is part of the process by which faculty will decide if they want to bargain collectively with the administration of the College on issues of salary, hours, and the terms and conditions of our employment.

We have come to this point as part of an evolution in which the faculty has sought the proper structure to discuss these concerns. It was not that long ago that the faculty first suggested that a faculty senate be established. The administration's reaction then, as now, was to question whether this change was needed.

The Faculty Senate has done good work in representing the interests of the faculty, working to improve curriculum and programs, and advising the administration on issues of mutual concern. But the Senate's role, like that of our standing committees, is advisory only. In the end, the only authority for how we work, when we work, and how we are compensated rests in the hands of the administration.

The same is true of the policy on grievance procedures. Issues that cannot be resolved informally are taken through the various levels of the administration with the final decision being made by the administration. That is, the entity that took the original action is the judge of that action.

The establishment of the union would provide the faculty with a larger role in

negotiating these issues, a contract containing the written terms of our agreement, and an established means of protecting and advancing the interests of the faculty and our profession. In other words, it is another step forward in the attempt of the faculty to gain an equal voice in the development of the college policies and procedures under which we work.

I have been employed by the college for 18 years. When I came here the college's salary schedule offered a 4% step increase for each year of service up to 12 years or 48% of the base. This meant that faculty could achieve maximum salary in 12 years, and faculty with experience could gain credit for up to eight years of experience, 32% on the base salary, when they began employment here.

In addition, the college regularly gave base increases, so that in some years faculty not at the maximum might receive a 4% step increase and a 4% step increase, about 2,400 on a \$30,000 base. For those at maximum salary, each 4% increase in the base was then multiplied by their 48% maximum, or \$1,776 on a \$30,000 base in 1991. (This mimics the dollar amount increments we negotiated with the administration when the step schedule was discarded. A \$1,500 increment is about a 2% raise for senior faculty and a 3% raise for junior faculty. We have always tried to accelerate salary growth at the lower end in this way.)

The system worked well because at that time the salary for administrators was calculated off a percentage of the faculty base salary. If we did not get a base salary increase, neither did the administration. It was a powerful incentive for the administration to grant annual base increases.

In the first year I was here, because of a recession, the administration announced it was cutting the step (experience factor) in half to 2% so that it could also give a 2% base increase. The administration asked the Faculty Senate for its advice, and the Senate responded by asking that the administration make cuts in other areas and not reduce the step increase. The administration of President James Hinson did not accept this advice, instead reducing the steps to 2%.

As a new faculty member I believed that I had been hired on the promise of the 4% step increase. Three faculty members (Jim Gaunt, Janet Thompson, and I) had a meeting with Tom Furlong, the then Vice President for Academic Affairs, and expressed our concern to him. We were told that the change might be temporary, and the full 4% step increase restored when the budget crisis was over.

At each Faculty Senate meeting thereafter, I asked the president when he thought the full step increase might be restored. For two years the president equivocated. Finally I wrote a memo to the president stating my understanding that my contract for employment was based on the promise of an annual 4% step increase, asked the president to perform on that promise, and suggested that I would take other action if the administration refused to discuss the issue.

At that time I was invited to speak with the Vice President for Administrative Services, Tom Hanna, and was informed that the 2% step was now permanent, that would now take 24 years to reach maximum salary, and that faculty were fortunate that we were not state employees who would have to wait 30 years to reach maximum.

The issue was then presented as a grievance. At each step of the process the decision of the administration was ratified. Finally, Candace Hinson and I requested and received a hearing before the Board, which listened to the arguments on both sides and then ratified the president's position which it had approved two years before. Perhaps, if the issue had gone before a neutral, professional arbiter, there would have been a chance of a different result.

As it turned out, that year I was elected chair-elect of the Faculty Senate and was scheduled to serve as chair in 1995-96. Therefore I tried to work through the Senate to modify the salary schedule letting it be known that I would accept a compromise 3% step for faculty not at maximum salary. But the scene was changing, Jim Hinson was preparing to retire, encouraged along by a board which had been put together for the purpose of making T.K. Wetherell president of the college. Wetherell had sought the presidency of Florida State University, but was opposed by the faculty who felt he did not

have sufficient academic credentials (his advanced degrees were in administration, not an academic discipline), and that he had no experience as a university president. Using his political connections, he decided he was going to get that experience at TCC.

I became chair of the Senate the same year that TK became president of TCC. I had an hour long breakfast with him to discuss the salary issue. After 45 minutes in which I made my case, TK said, “old Jim did the right thing in the wrong way.” TK told me he was not going to change the decision. And then he leaned over to me and said, “now tell me what I can do for you.” I told him what he could do for me was to restore the of 4% step to faculty.

During the year TK and Tom Hanna made further assaults on the salary schedule providing faculty with no or a small base increase. On one occasion they tried to eliminate the step increase completely. In addition, TK took administrators off the faculty the base, allowing him to increase administration salaries and not those of faculty or staff.

In 1996 I filed suit against the college for breach of contract. That suit was not successful, but an FSU professor who had lost a case on a similar “promise to pay” issue in the district court won on appeal (*Parker v. Board of Regents*), which was the direction I was headed toward. TK finally became tired of the issue and asked the Senate Chair to find a resolution.

A compensation committee was established, of which I was a member, and in 1998 we negotiated with the Executive Vice President, Debra Austin, a revised salary schedule that included a 3% step increase *retroactive* to 1991. (Dr. Austin, dealing with a different issue, is the only TCC administrator that I know of who has ever ruled in favor of a faculty member in a grievance.) The compromise included a required 30 hours of advising by faculty. This last provision was not universally popular, but the restoration of the step system was, in the faculty approved the measure by a vote of 85 to 3 in a secret ballot.

One of the things that brought TK to the table was an earlier vote by the faculty in one year choosing to double the 2% step rather than take a base increase. This sense of

fairness over self interest surprised TK. He realized he was dealing with a different type of faculty. As that year's Senate Chairman Larry Hensel told TK when he wavered on the agreement, "do the right thing."

Although TK accepted the decision of the faculty, it was not in his nature to give faculty appropriate raises. (TK and his *éminence grise*, Larry Abele, continue this policy at FSU). As a result, senior faculty endured two years when there was no base increase and one year when the increase was 1.5%.

In 2002 when TK finally achieved his dream of becoming FSU's president, Bill Law was named the new president of TCC. I remember two things about Dr. Law's address to the faculty during the interview process. In response to questions, he stated he would not alter our salary schedule if we were satisfied with it, and that he had worked on a union campus and a non-union campus and it really didn't matter to him which type of faculty organization dealt with. This turned out to be interview talk.

Because of the lack of base salary increases, the senior faculty asked the Senate to approach the president and request that the base pay be raised by 5% a year over the next three years to make up for the lack of raises in previous years.

The president took this as a request to alter the salary schedule and began negotiating with a compensation committee, of which I was again a member. In the course of discussions the president said he would be willing to try to achieve the goal we had set, but in return he wanted to revise the salary schedule taking us off the step system and instituting program of percentage increases. His major aim was to slow the growth of the base and raise the maximum. Faculty, of course, resisted the former but embraced the latter idea. In addition, he wanted faculty to engage in a professional development process which came to be known as the professional growth program, or PGP.

The final agreement included a salary schedule with a set dollar amount increase, called an increment based on degree held, and a percentage increase on total salary that would vary according to funds available. It also included the PGP's. Once again, despite some concerns that the PGP's would lay the foundation for some sort of merit increase

program, the faculty voted to accept the new salary schedule.

While we have been able to work on these issues together, in the end the approval of the agreement was in the sole discretion of the administration. And often the language agreed upon was not reflected in the final policy, or new language was added, or the exact intent and interpretation of the language became a subject of dispute. In each of these cases the final judge was the administration.

If we had a written union contract, there would be no dispute as to what the agreement said, and if there was, or if the meaning or intent was unclear or subject to interpretation, there would be an established procedure for resolving the issue. Most important, the final decision would not be with one side, it would be made by a neutral third party through binding arbitration that both sides would be legally bound to accept. What is more, we would be able to revisit issues in the regular course of negotiations without making it seem that we were rejecting a previous policy or criticizing its implementation.

I have reviewed this history to demonstrate that no matter what the administration, there have been issues, there have been means to resolve those issues, and the faculty has approached these in a spirit of collegiality. In each of the compensation committees, there have been at least two and often as many as four of the six members who have also been union members. In the seven years Dr. Law has been here, 3 of the Senate Chairs he has dealt with have been union members. We are the same people, we are the same faculty.

There is no reason for the collegial negotiations we have had to change because a union is established. Anger and intimidation are poor management tools and poor negotiation techniques. We reject them. Fear and division do not create an environment in which we can work towards common solutions. We reject them, and we call upon the administration to pledge that, should the faculty decide it wishes to bargain through a union, the administration will not stoop to the tactics of retaliation and anger.

This is not personal. This is not about any specific issue. This is not against the

administration. This is for the faculty.