

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ORANGE

Before me personally appeared **RICHARD GAUSE**, who, after being duly sworn, stated as follows:

1. I am a member of the faculty of the University of Central Florida (UCF) and the Chief Negotiator for the United Faculty of Florida (UFF) at the University of Central Florida.

2. The UFF was certified as the exclusive collective bargaining representative for the faculty and other professional employees of the University of Central Florida on April 28, 2003. A bargaining team was formed and I was appointed the Chief Negotiator. On May 30, 2003, I called Lin Huff-Corzine, the UCF Assistant Vice President, to schedule a pre-bargaining meeting to arrange for formal bargaining sessions. She informed me that she had been asked to serve as Chief Negotiator for the UCF Board of Trustees and we agreed to a pre-bargaining meeting on June 30, 2003. On June 3, 2003, I was informed by email that Frank Juge would serve as Chief Negotiator for the UCF Board of Trustees and that Lin Huff-Corzine would be their Associate Chief Negotiator.

3. On June 6, 2003, the UFF bargaining team sent an email message to all bargaining unit members identifying the bargaining teams for both parties and stating, among other things, that there would be no new salary increases until ratification of a new collective bargaining agreement.

4. Prior to this year, collective bargaining was conducted through state-level negotiations for all universities. During the transition period between statewide bargaining and local bargaining, and prior to the formation of a bargaining team and preparations for formal

collective bargaining at UCF, issues involving “out of cycle” pay increases for bargaining unit members were handled between Dr. Huff-Corzine and the UFF-UCF Chapter President. “Out of cycle” pay increases are individual increases such as counter-offers or compression/inversion adjustments that might occur at times separate from the formal collective bargaining negotiations. Dr. Huff-Corzine would notify the UCF Chapter President of the desired salary increase and the rationale therefore, and the UCF Chapter President would respond on behalf of the UFF. Once the bargaining team was formed and began preparing for formal negotiations, however, all matters regarding faculty compensation, including “out of cycle” pay increases, were referred to the bargaining team. The consistent position of the team has been that all salary issues must be negotiated as part of the formal bargaining process.

5. On June 10, 2003, I was forwarded a copy of an email sent to faculty of the UCF College of Business Administration (CBA) by Dean Tom Keon in which he described a program to make incremental changes in the salary structure of the CBA faculty to stabilize salaries relative to market salaries. Keon also announced three open forums on June 12 and 13, 2003, where faculty could discuss the model and ask him questions. Because this proposed program involved faculty compensation that I believed was subject to the upcoming negotiations, I telephoned Frank Juge to discuss my concerns.

6. I summarized our conversations in an email as follows:

As a follow-up to our conversation this afternoon: I expressed our concern that the Salary Structure Model being proposed by Dean Keon was clearly something that needed to be dealt with in bargaining. To have such a proposal actively under review as something separate from the bargaining process in the weeks immediately preceding our discussions at the bargaining table would be highly inappropriate. You explained that you have not seen the plan and that it is by no means at the approval review stage with the Provost. When and if the proposal might be sent to the Provost, your expectation is that it would be reviewed and then

discussed with the United Faculty of Florida. The UFF/UCF Bargaining Team would be the appropriate participant in such discussion. I am certain that once you have seen the proposal you will immediately recognize that the various issues involved cannot be handled outside of the bargaining process. As the PERC decision from last summer clarified, the mechanisms used in previous years to deal with out-of-cycle raises no longer apply.

I conveyed to you our additional concern that the proposal is being presented to the Business faculty as something that will certainly happen prior to August 8. That misconception needs to be rectified. You indicated that you would telephone Dean Keon this afternoon and email him if you couldn't reach him by telephone to communicate these concerns. One of the primary reasons for such communication is to ensure that he clarifies the fact-finding nature of the open forums tomorrow and Friday. Particularly since Dean Keon is a member of your bargaining team, we want to ensure that the bargaining process is not by-passed through his actions. Faculty should leave those open forums with a clear understanding that both the administration and the faculty agree that, if this proposal moves forward, it will be done so properly through the collective bargaining process.

Thank you for addressing these concerns. I would greatly appreciate your response to this message tonight or tomorrow, after you've had the opportunity to communicate with Dean Keon. I look forward to meeting with you on June 30 to discuss some of the mechanics of getting ourselves to the bargaining table.

On Wednesday evening, June 11, 2003, I received an email response from Frank Juge in which he stated "Rich, I talked to dean keon by phone this afternoon and he realizes that the issue is under discussion with the uff. He said he understands that the issue is open as to the implementation of any increases."

7. On June 12, 2003, I received an email from then UFF-UCF President Ida Cook informing me that she had received a request via UCF Provost Whitehouse from Dean Seidel of the College of Arts and Sciences, for salary adjustments. The following day, Dr. Cook informed the Provost that she had referred his email to me because these issues were more appropriately handled as part of the bargaining process.

8. On June 17, 2003, following up a conversation with him the previous day, I sent Frank Juge an email that contained a draft of a joint memorandum from both of us stating that the salary increase proposal from the CBA was a matter for negotiation. Dr. Juge responded that he was not in a position to respond to my request for a joint memorandum until he consulted with his superiors.

9. Because the salary increases proposed for the CBA and the College of Arts and Sciences continued to be discussed between the administration of those colleges and the faculty and because the UFF received several inquiries from faculty members protesting that the union was blocking their raises, the UFF bargaining team sent another message to bargaining unit members on June 29, 2003, addressing these proposed raises and stating in part as follows:

All issues related to compensation must be among the topics for negotiation between the bargaining teams. A unilateral and piecemeal approach to compensation is inconsistent with both the letter and the spirit of the collective bargaining process. Your bargaining team is ready to begin negotiations on a new collective bargaining agreement. We remain committed to salary increases for bargaining unit members that are based on criteria and procedures to be established in that new collective bargaining agreement. We will give consideration to all proposals presented by the administration through the bargaining process.

10. On August 12, 2003, after I had received an email from UFF-UCF Acting President Dawn Trouard informing me that the raises in the College of Arts and Sciences had been approved for implementation despite our request to bargain them, I sent another email message to Frank Juge stating:

We appreciate that rumors always circulate and especially about salaries. But we have just been apprised of a rumor that the proposed raises by the College of Arts and Sciences had been approved by Academic Affairs based on a representation from Dr. Lin Huff-Corzine that UFF has no objection. If the rumor is true, its premise is false.

The UFF Bargaining Team remains committed to the legal requirement that all salary and compensation issues must be addressed through collective bargaining, and that unilateral action on any such issues would be unlawful. The UFF Bargaining Team has not consented to any action approving individual salary or compensation increases in the College of Arts and Sciences.

Please confirm either that the rumor is false, or, if true, that the proposed salary or compensation action will NOT be taken now that you are aware that it is in fact opposed by the UFF Bargaining Team.

Dr. Juge responded the following day stating in part that “we do not agree that these raises are legally blocked, but we have held off on them until we have a chance to discuss them with the UFF in bargaining.”

11. That same day, August 13, 2003, I received an email from Dr. Huff-Corzine who stated as follows:

The 6 increases in CAS were indeed implemented. These followed a long series of discussions with Dr. Cook including the providing her with additional data as requested. It was our position at the time that these increases were identical in type to previous increases that had been enthusiastically endorsed by Dr. Cook.

With regard to the increases proposed in the CBA and the COHPA, we have agreed that these are systematic and therefore we are prepared to discuss these in bargaining.

12. The initial bargaining session between the UFF and the UCF Board of Trustees was held on September 22, 2003. During that meeting, the Board team stated that they would not be prepared to discuss salary issues for about three months. No proposals to make any salary increases, including those proposed for the College of Arts and Sciences and the College of Business Administration (CBA) and College of Health and Public Affairs (COHPA) were made by the Board team at this session.

13. On October 7, 2003, despite the numerous prior notifications by the UFF that all

salary increases must be dealt with in bargaining through the UFF bargaining team, Dr. Huff-Corzine sent UFF-UCF President Dawn Trouard a letter stating that UCF Provost Hickey had decided to implement “out of cycle” salary increases, which totaled approximately \$288,704.00, effective November 1, 2003. Attached to the letter was documentation relating to the salary increases. A copy of the letter (without the attached documents) is attached as Exhibit A.

14. Dr. Trouard again informed Dr. Huff-Corzine that all salary issues were the subject of collective bargaining and should be addressed to me, rather than her, and she provided me a copy of Dr. Huff-Corzine’s letter.

15. On October 13, 2003, I hand-delivered a letter to Frank Juge, a copy of which is attached as Exhibit B, again reiterating our position that all “out of cycle” salary increases were subject to negotiations and demanding to negotiate over the raises proposed in Lin Huff-Corzine’s letter prior to their implementation.

16. Again despite having been informed numerous times that concerns regarding raises and compensation should be addressed to me and the UFF bargaining team, not to the UFF-UCF President, Lin Huff-Corzine again wrote to Dawn Trouard on October 22, 2003, asking her to explain my October 13, 2003, letter to Frank Juge. A copy of this letter is attached as Exhibit C.

17. On October 29, 2003, the fourth bargaining session was held. I questioned why the only response to my letter of October 13, 2003, was a letter from Lin Huff-Corzine to Dawn Trouard, and once again clarified that the Board is bargaining with the UFF through its bargaining team not through the UCF Chapter or any of its officers. The Board offered no proposals regarding the “out of cycle” salary increases addressed in Huff-Corzine’s October 7, 2003 letter.

18. The "out of cycle" salary increases referred to in Dr. Huff-Corzine's October 7, 2003 letter were implemented effective November 1, 2003, despite the UFF's numerous objections and demands for bargaining.

19. Lin Huff-Corzine has continued to address requests for "out of cycle" salary increases to Dawn Trouard despite our repeated statements that such matters must be addressed to the UFF bargaining team in negotiations.

FURTHER AFFIANT SAYETH NAUGHT.

Richard Gause

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on this ____ day of _____, 2004, by Richard Gause, ____ who is personally known to me **OR** ____ who has produced satisfactory evidence of identification (check one) and who ____ did **OR** ____ did not (check one) take an oath stating that the foregoing was executed for the purposes stated therein.

Type of Identification Produced: _____

NOTARY PUBLIC

PRINTED NAME

My Commission Expires: