

UFF-UCF and Summer Compensation: Frequently Asked Questions Jan 15, 2013

1. Why did UFF-UCF file a grievance concerning summer compensation?

We requested administrative records on salary compensation for study abroad for the past 4 years when rumors about inequities in study abroad compensation came to our attention. Information received revealed that faculty compensation for courses during this time ranged from 1.1% to 33.3% of faculty's base salary. The Collective Bargaining Agreement, Article 8.6 clearly states that compensation for a 3 credit hour summer course will be 12.5% of base salary. Since administrative records suggested an egregious and ongoing violation of the contract, *we filed a chapter grievance to enforce the contract and protect faculty rights to fair compensation for summer teaching.*

2. What is a chapter grievance?

A chapter grievance is a grievance filed by UFF to enforce the Collective Bargaining Agreement--the agreement reached by UCF and UFF through collective bargaining negotiations and ratified (approved by a secret ballot vote) by the faculty in the bargaining unit. Individual faculty members can grieve violations of their rights under the CBA--and UFF often represents individuals in such cases. When a pattern of ongoing violations persists, however, as in this case, it is necessary to file a chapter grievance on behalf of all affected parties. This allows for rectifying widespread contract violations without having to file a stack of individual grievances—a process which would be both immensely time-consuming for all involved and might fail to address the circumstances of the most vulnerable faculty members who may be reticent to file a grievance for fear of possible retaliation.

3. Is this a grievance against faculty?

Absolutely not! We do not and cannot grieve members of the bargaining unit. Grievances always concern *administrative practices* that violate the Collective Bargaining Agreement—in this case summer compensation practices that violate Article 8.6 of your contract.

4. What if the administrative records contain inaccuracies?

When we make a public records request, we have to trust that the information we receive from the administration is accurate. Sometimes—as in this case—it is not (many folks who had been listed as receiving more than 12.5% for their summer abroad teaching, were in fact underpaid; administrative stipends and other forms of compensation were mixed in with teaching compensation and so forth). This is frustrating for everyone involved and we encourage administrative efforts to render record-keeping more accurate and transparent. *We have requested an amended and accurate version of summer pay information, but have yet to receive it.*

5. Why can't I agree to work for free (or for less than the contracted summer rate)?

Because doing so violates the Collective Bargaining Agreement (your contract). The point of Article 8.6 is to ensure that all 9 month faculty are paid a fair wage for their summer teaching and no-one is exploited or coerced into working for less than the bargained rate. *Given the stipulations of the CBA, administrators cannot pay you less than the collectively agreed upon rate.* What you do with your wages once you receive the mandated fair compensation is, of course, up to you. If you wish to donate these monies to the Foundation for Study Abroad, to your department or to any other organization you value, you may do so.

6. Is UFF-UCF violating academic freedom?

No! We emphatically support the right of all faculty to engage in teaching and research—including work that may advance unpopular ideas—without fear of censorship or retaliation from their employers or colleagues. According to Article 5.2 of the CBA, academic freedom in teaching and research, “employees shall have freedom to present and discuss their own academic subjects, frankly and forthrightly, without fear of censorship, and to select instructional materials and determine grades in accordance with University policies. . . . Employees shall also be free to engage in scholarly and creative activity and publish the results in a manner consistent with their professional obligations.” ***Academic freedom ensures non-interference with the ideas and methods we use in our research and teaching. It has nothing to do with the right to work for free!***--especially when that would be in defiance of other binding clauses of the CBA.

7. Is UFF-UCF standing in the way of study abroad opportunities?

No! Like you, we value the educational and life experiences a well-organized, high-quality international study opportunity can provide. However, ***we reject the argument that Study Abroad is only viable when faculty members freely donate (all or some of) their labor--or are coerced into working for less.*** Other ways of defraying or subsidizing student costs can be found if Study Abroad is, indeed, a university priority—for example, reducing administrative costs, correcting mismanagement, re-allocating resources, creating budgetary set asides for Study Abroad programs, fund-raising. The vast majority of faculty who teach in the summer put in a lot of time preparing, coordinating and instructing courses. Students expect and deserve high quality instruction that cannot be obtained by expecting highly trained, hard-working faculty to volunteer. We can be better teachers and scholars when we are not worried about bills and mortgage payments. Here, as elsewhere, we must resist the notion that faculty altruism is the only route to sustaining sound educational programs for our students. Teacher-blaming and union-bashing have become the standard response to all that ails our educational systems. We hope that you will stand with us in resisting such trite responses to the exceedingly complex situations we face as educational professionals and educational institutions.

8. Where does this matter currently stand?

At present, the administration denies our right to file a chapter grievance. Thus, ***we are currently preparing for arbitration*** on the issue of our legal standing as a body entitled to file grievances. This matter is critical because chapter grievances are our only way of addressing *any* widespread or ongoing violation of the (your) contract. Moreover, the administration’s refusal to acknowledge our legal standing effectively blocks our ability to pursue an informal resolution to the actual issues surrounding summer compensation. This is unfortunate as it is far better for everyone when we can engage problem-solving strategies rather than adversarial processes. Nonetheless, while we await resolution of this summer compensation grievance, ***we are currently engaged in bargaining a new contract.*** The issue of study abroad has been put on the bargaining table since it raises complex issues including, but also exceeding, issues of fair compensation. We thus welcome your input regarding both past practices and the best ways forward on this issue—and indeed, on any other issue you wish to bring to our attention.

An electronic copy of the Collective Bargaining Agreement, as well as contact information for your UFF-UCF representatives, membership forms, upcoming events and much else can be accessed at <http://www.uffucf.org/>

Know your contract! Get involved!

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