



**UFF FAMU  
OFFICERS**

**President**  
Elizabeth Davenport, Senator

**VP for Grievances**  
James Muchovej, Senator

**VP for Membership**  
Perry Brown, Senator

**Treasurer**  
Raquista Claitt, Senator

**Secretary**  
Mitwe Musingo, Senator

**DRS Representatives**  
Raquista Claitt, Senator  
Sylvester Peck, Senator

**UFF Senators**  
Clyde Ashley  
Sylvester Peck  
Nandi Riley  
Gaynell Sherrod  
Roscoe Hightower

**Alternate Senator**  
Angela Thornton

**FEA Delegates**  
Perry Brown  
Raquista Claitt  
Elizabeth Davenport  
Sylvester Peck  
Nandi Riley

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# UFF FAMU

*United Faculty of Florida* *Florida Agricultural and Mechanical University*

The Florida A&M University Chapter of the United Faculty of Florida  
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NEWSLETTER

OCTOBER 2011

## MEMBERS NEEDED: WHY YOU SHOULD JOIN UFF FAMU?

Colleagues:

The question we hear quite often is "Why should I join UFF FAMU when I get the same benefits as a faculty member whether I an UFF member or not?" I could provide you with numerous reasons, but the most important reason is to help this union to be a stronger force at the table when we negotiate the Collective Bargaining Agreement by which wages, hours, and working conditions at the University is regulated. The University of Florida, Florida State University, and the University of South Florida have proven that a strong union gets stronger contracts. The more members of the faculty in the Union, the stronger the position the Union will have in the bargaining process. There is strength in numbers.

Further, it is important to join because your Union is important. We believe that all faculty deserve a 3% raise to partially off-set the 3% mandatory contribution faculty must make to the Florida Retirement System. The last time increased wages were mentioned on this campus, President Ammons tossed out \$1,000, but when this Union did not accept it, he offered it to members of his administra-



tion and staff. Under pressure from many of you (including non-union members), this Union buckled. The President accepted his guaranteed bonus and members of the Board of Trustees said "a contract is a contract." Well, if you have followed the extensive conversation to alter President Ammons' contract, we now know that this statement is not totally true. Dr. Ammons' new contract will include performance benchmarks that you, the faculty, must accomplish, not the president.

How can you have a voice? The best way that you can have a vital role in the bargaining process is to be an active member in this Union. Your membership is important. In Florida, "the gap between the rich and poor is relatively wider than the rest of the nation; only 6 states have a more unequal distribution of income. On the eve of the Great Recession, the richest 20 percent of Florida

families had average incomes 2.8 times as large as the middle 20 percent of families and 7.5 times as large as the poorest 20 percent of families. The very richest families—top 5 percent—had average incomes that were 12.6 times as large as the poorest 20 percent. Florida's already large gap between the rich and everyone else has also grown faster than many other states. Florida's income inequality has grown at the 20th-fastest rate in the nation. Between 1986 and 2006, the incomes of the richest families (top 5 percent) rose nearly four times as fast as the poorest segment and three and a half times as fast as the middle 20 "percent. (<http://www.ourfiscalsecurity.org/storage/Final%20Florida%20Report.pdf>) I am stating all of this to say that there are problems of compression and market equity across this campus. A reduction in staff has resulted in larger classes with more students. Orientation classes are being manned by volunteers. In the coming year, we will be negotiating two automatic reopeners, salary and AORs, plus two additional articles of our choosing. .

(con't p.2)



We need your membership to be a stronger force in the coming negotiations.. UFF membership and UFF becomes your advocate. For example, tenure must be defended. Last year, the Florida legislature introduced laws that would decertify unions if they do not reach fifty percent representation. UFF efforts stalled this legislation last year. We expect this bill to be reintroduced during this cycle; we have **NOT** reached 50%. In addition, college professors, presidents and lawmakers, are preparing for a vigorous debate about faculty performance, pay, and productivity. Membership in the Union is vital to your well-being.

Moreover, membership in UFF FAMU provides two basic services to guarantee legal representation in employment-related and private matters. The employment liability insurance protects members from personal liability as a result of service on a peer review committee, in case of accidents, or other events occurring in the course of employment. An attorney is provided at no cost to the member and liability protection is awarded up to \$1 million for each occurrence. On legal matters that are not related to employment, the attorney referral program entitles members to two, free 30-minute consultation sessions on personal matters, such as real estate, wills, and domestic relations.

Your membership supports the protection of your faculty rights, advances academic excellence, provides additional economic benefits, and gives you the opportunity to join in the decision-making process. To some of you, giving one percent of your salary as UFF dues can seem like an insurmountable amount. Some colleagues reason that they can “go it alone” or that their money is better spent on the cable bill or a fill-up at the gas station. However, in Florida, the lack of a Collective Bargaining Agreement puts virtually all the power in the hands of administrators.

We need more members. **We need you and you need us!** Ask yourself, can you afford not to be a member?

Yours in the Struggle...

*Elizabeth K. Davenport*  
President



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**AMMONS' CONTRACT: IT IS TIME TO MOVE ON**

Last year (September 23, 2010), despite a questionable economy in Florida and the educational community, President James Ammons received and then deferred a \$80,000 bonus. The guaranteed bonus was a quarter of his annual salary of \$325,000. Quickly afterwards, Dr. Ammons offered the faculty and administration, some who had not received raises for years, a \$1,000 bonus. Then he accepted his “deferred” compensation.

At that time, there was discussion at the Board of Trustees concerning President Ammons' guaranteed bonus and the University's financial crisis. The Board of Trustees also discussed changing Dr. Ammons' guaranteed bonus into a bonus based upon performance-based incentives.

(con't on p.3)

## AMMONS' CONTRACT: IT IS TIME TO MOVE ON (Con't from p. 2.)

At the August 4, 2011 meeting of the Board of Trustees, Dr. Ammons received another bonus worth 25% of his salary. At that time, the Board of Trustees unanimously voted to create a committee to look at restructuring Ammons' contract. In addition to eliminating the guaranteed bonus, the Board also discussed changing two specific provisions of Ammons' contract: "super-majority" and "evergreen" clauses. The super-majority clause required nine votes, rather than a simple majority, to terminate the President's contract. The evergreen clause automatically renews the current contractual agreement from year-to-year. The discussed changes would make the President's contract more aligned with other presidential contracts in the State University System.

Ammons was undoubtedly prudent to insist on these clauses when he was hired in 2007. However, time and finances dictate changes for the health of this academic community. In the year since these discussions began, faculty members have been dismissed, secretaries and janitors have left the campus with as little as two hours notice, and your economic situation has worsened. In addition, class sizes are bulging; released faculty and been asked to come back and work without benefits; and faculty and staff are repeatedly told to do more with less money, materials, and time. It is time for the Board of Trustees to close the book on these discussions and restructure the contract. Then, maybe they will have the time and energy to focus on the compensation packages of the rest of this community.

## Contact Your Representatives



Consider joining our team of School/College Representatives. A current listing of school/college representatives is found below. If you are interested in becoming a member of this dynamic team, please contact Perry Brown at [perry.brown@famuedu](mailto:perry.brown@famuedu)

### UFF School/College Representatives

#### College of Arts and Sciences

Nandi Riley [[Nandi\\_Riley@hotmail.com](mailto:Nandi_Riley@hotmail.com)]

#### College of Engineering Sciences, Technology and Agriculture

James Muchovej [[purchio@gmail.com](mailto:purchio@gmail.com)]

#### School of Business and Industry

Rosemary Bailey [[baileyr49@comcast.net](mailto:baileyr49@comcast.net)]

#### School of Allied Health

Lon' Tejuana Cooper  
[[jseemore@embarqmail.com](mailto:jseemore@embarqmail.com)]

#### College of Engineering

Simon Hruda [[simon.hruda@famuedu](mailto:simon.hruda@famuedu)]

#### College of Education

Alice Scruggs [[am\\_scruggs@yahoo.com](mailto:am_scruggs@yahoo.com)]

#### College of Pharmacy and Pharmaceutical Sciences

Angela Thornton [[angela.thornton@famuedu](mailto:angela.thornton@famuedu)]

#### School of Nursing

Doris Ballard Ferguson  
[[doris.ballardferguso@famuedu](mailto:doris.ballardferguso@famuedu)]

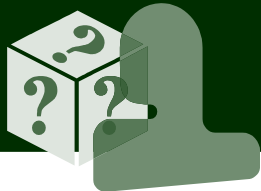
#### School of Journalism and Graphic Communication

Dhyana Ziegler [[dhyz@aol.com](mailto:dhyz@aol.com)]

## Questions from the field



*If you have any questions, comments, or concerns, don't hesitate to contact your UFF representatives through face-to-face, telephone, and/or e-mail conversation. We strive to have a transparent and effective Union. We are, after all, representing you. Please remember, there is strength in numbers. If you are not a member, JOIN TODAY! If you are a member, please encourage your colleagues to JOIN TODAY!*



# Why Can't DRS Get A Contract

For eight years, DRS faculty has been regulated by the old Blue Book. They are the only faculty in the State University System (SUS) that have never negotiated a successor contract. On September 19, 2011, the FAMU administration and UFF FAMU again attempted to negotiate a contract despite the fact that the FAMU administration declared an impasse on June 21, 2011.

Articles that were still subject to pending negotiations were:

- 7 – Professional Assignments and Working conditions
- 8 – Appointment and non-reappointment
- 10 – Evaluation
- 12 – Vacancies and Reassignments

- 13 - Layoff and Recall
- 14 – Promotion
- 15 – Permanent Status
- 23 - Compensation
- 31 - Totality of Agreement
- 32 – Definitions

After negotiations, at present, Article 10 (Evaluation), Article 15 (Permanent Status), and Article 23 (Compensation) are still being negotiated. Let's hope that this long struggle ends the first week in October when negotiations continue.



## BOARD OF TRUSTEES TO RATIFY CONTRACT AT THEIR SEPTEMBER MEETING

It is anticipated that the Board of Trustees will ratify the Collective Bargaining Agreement (CBA) at their September 29, 2011 meeting. The highlights of the CBA are:

- Article 9: Assignment of Responsibilities - The parties agree in principle to the right of first refusal for faculty regarding the teaching of overload courses. The parties agree to appoint a joint sub-committee consisting of two administrators and two UFF representatives who will be charged with developing a policy to implement the right of first refusal. The committee's recommendations will be forwarded to FAMU and UFF-FAMU for inclusion into the bargaining process over a provision of this agreement. A grievance filed by the UFF that alleges a violation of its rights by the University shall be initiated at Step 2.
- Article 23: Salaries - Each faculty member received a \$1000 increase to their base salary. ADI will remain in contract, subject to automatic re-opener.
- Term of agreement: July 1, 2010 – June 30, 2013.
- The parties agree that Article 9, Assignment of Responsibility, and Article 23 Compensation, will be automatic re-openers in Spring, 2012.
- Article 20: Grievance Procedure – Status quo with agreement that removes waiver of UFF right to grieve. The following shall replace the existing language in section 20.3(b): The term "grievant" shall mean the UFF, a faculty member or group of faculty members who has/have filed a grievance in a dispute over a provision of this agreement. The UFF may file a grievance over a provision of this agreement. A grievance filed by the UFF that alleges a violation of its rights by the University shall be initiated at Step 2.

This Spring your UFF FAMU Bargaining team will be renegotiating Article 9 (AORs) and Salary (Article 23). We seek your input on choosing the other two Articles.

# UFF FAMU OFFICE HOURS

To make ourselves more available to our members, UFF FAMU has initiated daily office hours at 204 Jackson Davis Hall. If you cannot contact us via phone, stop by our office. *We are here to serve you!*

The office hours are:

- Monday: 12:00 p.m. - 5:00 p.m.
- Tuesday: 11:00 a.m. - 12:00 p.m.
- Wednesday: 10:00 a.m. - 12:00 p.m.
- Thursday: 11:00 a.m. - 12:00 p.m.
- Friday: 10:00 a.m. - 2:00 p.m.



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## WHAT WE FACE

When the Legislature convenes in January, Governor Rick Scott and the leadership in the House and Senate will again push for a dramatic reduction in the jobs and benefits of public employees. This is how they plan to cover an even larger potential revenue shortfall than we faced in Spring 2011, as well as continue to give new tax breaks to corporations. Because collective bargaining agreements (CBA) that protect public employees stand in the way of implementing plans for layoffs and cutting benefits, legislators are looking for ways to eliminate union contracts and keep unions from functioning. The legislative leadership made it clear that in 2012 they will introduce and pass a bill requiring unions to have 50% membership or face decertification and the loss of the CBA.

### Stand together—Join the UFF!

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#### ***UFF Membership Form***

UFF dues are 1% of bi-weekly salary.

*Please Print Complete Information*

#### **United Faculty of Florida FAMU Chapter**

\_\_\_\_\_  
Last Name First Name MI

\_\_\_\_\_  
Department or Unit

\_\_\_\_\_  
Home Street Address

\_\_\_\_\_  
Campus Address & Mail Code

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Office Phone Home/Cell Phone

\_\_\_\_\_  
E-mail address: Personal/Home

\_\_\_\_\_  
E-mail address -- Office

**Please enroll me immediately as a member of the United Faculty of Florida (FEA, NEA-AFT, AFL-CIO). I hereby authorize my employer to begin bi-weekly payroll deduction of United Faculty of Florida dues (1% of bi-weekly salary).** This deduction authorization shall continue until revoked by me at any time upon 30 days written notice to FAMU's payroll office and to the United Faculty of Florida.

\_\_\_\_\_  
Signature (for payroll deduction authorization)

\_\_\_\_\_  
Today's Date

**Membership is in your best interest!**

**Send your application to [perry.brown@famuedu](mailto:perry.brown@famuedu)**