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STATE OF FLORIDA
PUBLIC EMPLOYEES RELATIONS COMMISSION
4708 Capital Circle N.W., Suite 300
Tallahassee, Florida 32303
(850) 488-8641

Do Not Write In This Box

CASE NUMBER CA-2018-029
DATE FILED 7/16/18

CHARGE AGAINST EMPLOYER

INSTRUCTIONS:

Submit an original and one (1) copy of this charge to the Public Employees Relations Commission along with proof of simultaneous service upon the other parties. (NOTE: Pursuant to Florida Administrative Code Rule 60CC-5.001(5), the charge must be accompanied by sworn statements(s) setting forth facts of which the affiant has personal knowledge, and where applicable, documentary evidence sufficient to support a prima facie violation of the applicable unfair labor practice provision(s). Such supporting evidence is not to be attached to the charge and is to be furnished only to the Commission.)

The Charging Party alleges that the public employer or its agents named below have engaged in (an) unfair labor practice(s). Charging Party requests the Public Employees Relations Commission to process this charge under its proper authority.

1. NAME OF CHARGING PARTY: United Faculty of Florida
Phone No. 850-224-8220 Facsimile (Fax) No. _____
Address: 115 N. Calhoun Street, Suite 6
Tallahassee, FL 32301
Zip Code
2. CHARGING PARTY REPRESENTATIVE: Eric Lindstrom
Title: Attorney
Phone No. 407-422-1400 Facsimile (Fax) No. 407-422-3658
Address: Post Office Box 2231
Orlando, FL 32802
Zip Code
3. NAME OF EMPLOYER: Florida Polytechnic University Board of Trustees
Address: 4700 Research Way
Lakeland, FL 33805-8531
Zip Code
4. EMPLOYER REPRESENTATIVE: Regina Delulio
Title: General Counsel
Phone No. 863-583-9050 Facsimile (Fax) No. _____
Address: 3425 Winter Lake Road
Lakeland, FL 33803
5. The above-named employer or its agents have engaged in (an) unfair labor practice(s) within the meaning of Section 447.501(1)(a) and (b) & (c), Florida Statutes.
(list sections)

6. **BASIS OF CHARGE:** (Specify facts, names, places, dates, etc. If more space is needed, attach additional pages.):

See Attachment.

A handwritten signature in black ink, consisting of a large, stylized 'C' followed by a horizontal line and a smaller '2'.

Signature of Charging Party or Charging Party's Representative

**FALSE STATEMENTS MAY RESULT IN FINE AND IMPRISONMENT
PURSUANT TO CHAPTER 837, FLORIDA STATUTES**

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ATTACHMENT

1. Charging Party, United Faculty of Florida (“UFF”) is an employee organization within the meaning of Section 447.203(11), Florida Statutes. Respondent, the Florida Polytechnic University Board of Trustees (the “University”) is a public employer within the meaning of Section 447.203(2), Florida Statutes.

2. On October 27, 2016, following a contested representation proceeding, the Public Employees Relations Commission certified UFF as the exclusive bargaining representative for a unit of employees defined as:

All full-time employees of the Florida Polytechnic University Board of Trustees in the lower division classifications of professor, assistant professor, associate professor, assistant librarian, wellness counselor, and academic program coordinator.

Certification No. 1898 (emphasis added).

3. For about a year now, UFF and the University have been engaged in collective bargaining over an initial contract, but have not yet been able to reach agreement. A major sticking point in the negotiations has been the University’s refusal to extend provisions in the collective bargaining agreement to the positions of Assistant Librarian and Wellness Counselor.

4. The University employs only one Assistant Librarian. Her name is Kate Bernard.

5. The University employs only one Wellness Counselor. Her name is Casey Fox.

6. Fox and Bernard have both been active members of the UFF bargaining team. Throughout bargaining, Bernard has vocally opposed the University’s efforts to treat the Assistant Librarian position like a non-bargaining unit position, and Fox has likewise vocally opposed the University’s efforts to treat the Wellness Counselor position like a non-bargaining unit position.

7. On June 21, 2018, the University’s Vice Provost for Academic Support Services, Kathryn Miller, invited Bernard to a meeting. UFF believes that Miller gave Bernard the impression that the meeting was for a benign purpose so that Bernard would not bring a union representative to the meeting. When Bernard arrived at the meeting, Miller notified her that the University had decided to eliminate the position of Assistant Librarian and consequently was

terminating her employment. The University then humiliated Bernard by having security immediately escort her off campus in a sort of perp walk. UFF believes that the University has not similarly embarrassed other employees separated in the past who did not engage in protected union activities.

8. Notwithstanding the University's justification that it terminated Bernard simply because it was eliminating the Assistant Librarian position, UFF is informed and believes that the University intends to create a new, non-bargaining unit position, that will perform substantially the same duties as the former Assistant Librarian position.

9. The University failed to provide UFF notice that it was eliminating the Assistant Librarian position.

10. On June 26, 2018, Miller invited Fox to a meeting. UFF believes that Miller gave Fox the impression that the meeting was for a benign purpose so that Fox would not bring a union representative to the meeting. When Fox arrived at the meeting, Miller notified her that the University had decided to eliminate the position of Wellness Counselor and consequently was terminating Fox's employment. The University then humiliated Fox by having security immediately escort her off campus in a sort of perp walk.

11. Notwithstanding the University's justification that it terminated Fox simply because it was eliminating the Wellness Counselor position, UFF is informed and believes that Miller subsequently told a student that Fox was terminated for "personnel issues" or words to that effect.

12. The University failed to provide UFF notice that it was eliminating the Wellness Counselor position.

13. UFF contends that the University violated Section 447.501(1)(a) and (c), Florida Statutes, by failing to provide UFF notice that it was eliminating the Assistant Librarian position and therefore failing to provide UFF an opportunity to bargain over the University's decision to eliminate the Assistant Librarian position or the impacts of that action.

14. UFF further contends that the University violated Section 447.501(1)(a) and (b), Florida Statutes, by eliminating the Assistant Librarian position in retaliation for UFF's and Bernard's advocacy through collective bargaining that the Assistant Librarian position be treated like other bargaining unit positions.

15. UFF contends that the University violated Sections 447.501(1)(a) and (c), Florida Statutes, by failing to provide UFF notice that it was eliminating the Wellness Counselor position and therefore failing to provide UFF an opportunity to bargain over the University's decision to eliminate the Wellness Counselor position or the impacts of that action.

16. UFF further contends that the University violated Section 447.501(1)(a) and (b), Florida Statutes, by eliminating the Wellness Counselor position in retaliation for UFF's and Fox's advocacy through collective bargaining that the Wellness Counselor position be treated like other bargaining unit positions.

17. As a remedy, the University should be required to restore the status quo by reinstating Bernard and Fox and restoring the Assistant Librarian and Wellness Counselor positions; make Bernard and Fox whole with compound interest; post an appropriate notice; and pay UFF its attorneys fees and costs.

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PUBLIC EMPLOYEES RELATIONS COMMISSION

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UNITED FACULTY OF FLORIDA,

Charging Party

Case No.

v.

FLORIDA POLYTECHNIC UNIVERSITY
BOARD OF TRUSTEES,

Respondent

_____ /

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on June 29, 2018, a copy of the foregoing Charge Against Employer was served on Respondent, via U.S. to Regina Delulio, General Counsel, Florida Polytechnic University, 3425 Winter Lake Road, Lakeland, FL, 33803.

Respectfully submitted,

/s/ Eric Lindstrom

Eric Lindstrom

FL Bar No. 104778

EGAN, LEV, LINDSTROM & SIWICA, P.A.

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Orlando, Florida 32802

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Attorney for Charging Party