



UNIVERSITY OF CENTRAL FLORIDA

**Board of Trustees
Compensation and Labor Committee Teleconference Meeting
August 14, 2018
President's Boardroom
4:00 p.m. to 4:30 p.m.
Conference call-in #: 800-442-5794, passcode 463796**

AGENDA

I. CALL TO ORDER

John Sprouls
Chair, Compensation and Labor Committee

I. ROLL CALL

Elizabeth Richner
Coordinator, Human Resources

II. MEETING MINUTES

- [May 24, 2018, meeting minutes](#)

Chair Sprouls

III. NEW BUSINESS

- Article 5, AFSCME Activities; Article 7, Wages; and Article 13, Change in Assignment; of the Collective Bargaining Agreement between the University of Central Florida Board of Trustees and the American Federation of State, County and Municipal Employees ([CLC-1](#))

Chair Sprouls
Maureen Binder
*Associate Vice President and
Chief Human Resources Officer*

IV. CLOSING COMMENTS

Chair Sprouls



UNIVERSITY OF CENTRAL FLORIDA

**Board of Trustees
Compensation and Labor Committee
May 24, 2018**

MINUTES

CALL TO ORDER

Chair John Sprouls called the meeting to order at 8:30 a.m. The following committee members attended the meeting: Chair John Sprouls, Vice Chair David Walsh, Joseph Conte, and John Lord. Trustees Robert Garvy and Beverly Seay also attended the meeting.

MEETING MINUTES

The minutes of the March 13, 2018, meeting were approved as submitted.

NEW BUSINESS

2016-19 Revised Performance Incentive Measures and Goals (CLC-1) Chair Sprouls introduced Maureen Binder, Associate Vice President and Chief Human Resources Officer, who presented a revision to the Incentive Measures and Goals of the 2016-19 Performance Unit Plan (PUP). There being no questions or discussion, committee members unanimously recommended approval of the revision.

2017-20 Revised Performance Incentive Measures and Goals (CLC-2) Binder presented a revision to the Incentive Measures and Goals of the 2017-20 Performance Unit Plan (PUP). There being no questions or discussion, committee members unanimously recommended approval of the revision.

CLOSING COMMENTS

Chair Sprouls adjourned the meeting at 8:39 a.m.

Respectfully submitted: _____ Date
Maureen Binder
Associate Vice President and
Chief Human Resources Officer

ITEM: CLC-1

**University of Central Florida
BOARD OF TRUSTEES
Compensation and Labor Committee**

SUBJECT: Article 5, AFSCME Activities; Article 7, Wages; and Article 13, Change in Assignment; of the Collective Bargaining Agreement between the University of Central Florida Board of Trustees and the American Federation of State, County and Municipal Employees

DATE: August 14, 2018

PROPOSED COMMITTEE ACTION

Recommend ratification of the reopened articles of the 2016-2019 Collective Bargaining Agreement between the University of Central Florida Board of Trustees and the American Federation of State, County, and Municipal Employees.

BACKGROUND INFORMATION

Over 1,100 USPS employees at the University of Central Florida are represented for purposes of collective bargaining by the American Federation of State, County, and Municipal Employees. The collective bargaining agreement includes the Blue Collar Unit, the Administrative and Clerical Unit, and the Other Professional Unit. The parties entered into a three-year collective bargaining agreement on January 13, 2017, and pursuant to that agreement negotiations for reopened articles began in July 2018. Union membership voted to ratify the reopened articles on August 3, 2018, and the University of Central Florida administration recommends in favor of ratification.

Supporting documentation:

Attachment A: Article 7, Wages; and Article 29, Notice of Separation; of the Collective Bargaining Agreement between the University of Central Florida Board of Trustees and the American Federation of State, County and Municipal Employees

Prepared by: Maureen Binder, Associate Vice President and Chief Human Resources Officer

Submitted by: John Sprouls, Chair of the Compensation and Labor Committee

Attachment A

Article 7

WAGES

7.1 Salary Increases.

A. For Fiscal Year ~~2017-188-19~~, ~~2.252~~% across-the-board base salary increases shall be administered to eligible employees effective the first pay period subsequent to ratification by both parties. The eligibility criteria are:

1. Employee was hired on or prior to June 30, ~~2016-2018~~, and has been continuously employed through the date of implementation.
2. Employee has a current performance appraisal of at least "Effective." If a current performance appraisal is not on file with Human Resources, a performance rating of "Effective" will be assumed. Any employee with a less than "Effective" rating on file who receives an updated rating of "Effective" or higher on or prior to June 30, ~~201618~~, shall receive the raise effective the beginning of the first pay period subsequent to receipt in Human Resources.
3. Employee has not received a termination notice or an advanced notice of separation at the time of implementation. Employees on interim or other time-limited appointments are eligible for this salary increase.

7.2 Other Funds. Eligible employees whose salaries are funded from a contract, grant, auxiliary, or local fund shall receive salary increases equivalent to employees whose salaries are funded from E&G sources, provided that such salary increase funds are available within the contract, grant, auxiliary, or local fund. In the event such salary increases are not permitted by the terms of the contract or grant, or in the event adequate funds are not available, the university shall seek to have the contract or grant modified to permit such increases.

7.3 Nothing contained herein prevents the university from providing salary increases beyond those increases specified.

Attachment A

Article 29

ADVANCE NOTICE OF SEPARATION

29. ~~Advance~~ Notice of Separation.

A. USPS employees have no expectation of continued employment beyond that specified in University Regulation UCF-3.038. An employee may only be issued a written ~~Advance~~ Notice of Separation by Human Resources, in accordance with University Regulation UCF-3.038. Any separation for cause, however, falls primarily under Article 22 “Disciplinary Action,” and University Regulation UCF 3.0191.

B. Notice of Separation means an employee is given written notice that his or her employment with the University will end at the time set forth in the notice. Any employee receiving a ~~written Advance~~ Notice of Separation shall receive such notice ~~16 weeks~~four months prior to the effective date of separation, in accordance with university regulation. At the time of or following issuance of an Advance Notice of Separation, the University may elect at its discretion to have the employee work the 16 week notice period. Alternatively, the University may require the pay the employee work for a portion of the notice period with payment for the balance of the 16 weeks or payout the full notice period, as may be allowed under Florida law. If the University elects this option, it shall pay the employee an amount, less withholding, equal to the salary for that portion of the notice period which the University is paying out, and the employee’s employment shall terminate immediately.

C. The decision to issue an ~~Advance~~ Notice of Separation to a USPS employee shall not be based on constitutionally or statutorily impermissible grounds.

D. To successfully contest a ~~written Advance~~ Notice of Separation, the employee must establish that the action taken by the university was arbitrary and capricious, or because of an alleged violation of law. A contest of an ~~an Advance~~ Notice of Separation will be subject to the grievance procedure set forth in Article 23 with the exception that an employee would have up to thirty (30) calendar days to file a Step 1 grievance from the date notification was received. An employee is not precluded from filing an EEOC or FCHR charge alleging unlawful discrimination.

E. Any employee receiving a ~~written Advance~~ Notice of Separation shall receive a neutral reference from their most recent supervisor. Such notice will be recorded as an end of appointment. If the affected employee accurately reports their supervisor on the UCF application, any prospective UCF employer considering hiring the employee during the ~~six months~~16 weeks prior to the effective date of separation shall receive only the neutral reference from the most recent supervisor. The neutral reference shall include: beginning and ending date of employment, position held, job summary of duties and responsibilities, most recent rate of pay while employed, and most recent five years of performance appraisals.