



UNIVERSITY OF CENTRAL FLORIDA

**Board of Trustees Special Teleconference Meeting
April 17, 2019
11 a.m.**

(or at the conclusion of the Compensation and Labor Committee meeting)

President's Boardroom, Millican Hall, 3rd floor
800-442-5794, passcode 463796

AGENDA

- | | |
|------------------------------|--|
| 1. Welcome and call to order | Robert Garvy, Chairman |
| 2. Roll Call | Grant J. Heston, Associate Corporate Secretary |
| 3. Public Comment | Grant J. Heston |
| 4. New Business | Chairman Garvy |
| CL – 1 Approval | Memorandum of Understanding for Salary Increases between the University of Central Florida Board of Trustees and the United Faculty of Florida (Sprouls) |
| 5. Adjournment | Chairman Garvy |

ITEM: CL-1

UCF BOARD OF TRUSTEES

April 17, 2019

Title: Memorandum of Understanding for Salary Increases between the University of Central Florida Board of Trustees and the United Faculty of Florida

Background:

On March 21, 2019, a tentative agreement was reached on a Memorandum of Understanding (MOU) between the University of Central Florida Board of Trustees and the United Faculty of Florida (UFF) regarding salary increases for 2018-19 and 2019-20. The parties desire to implement certain salary increases without waiving future rights to bargain with respect to other terms and conditions of employment.

Issues to be Considered:

Whether to approve of the Memorandum of Understanding between the University of Central Florida Board of Trustees and the United Faculty of Florida.

Alternatives to Decision:

Deny approval of the Memorandum of Understanding between the University of Central Florida Board of Trustees and the United Faculty of Florida and proceed with bargaining with respect to other terms and conditions of employment.

Fiscal Impact and Source of Funding:

There is an estimated total fiscal impact of up to \$14.25 million over the term of the MOU: approximately \$12.67 million from Education and General (E&G) funds, \$1 million from Contracts & Grants (C&G), and \$590,000 from auxiliary funds.

Recommended Action:

The Collective Bargaining Committee appointed to represent the University of Central Florida Board of Trustees recommends the approval of the MOU for salary increases between the UCF Board of Trustees and UFF.

Authority for Board of Trustees Action:

BOG Regulation 1.001(5)(a),(b)

Committee Chair or Chairman of the Board approval:

Chairman Garvy approved the agenda and all supporting documentation.

Submitted by:

Sherry Andrews, Associate General Counsel and Associate Provost

Supporting Documentation:

Attachment A: Memorandum of Understanding: Article 23 Salaries
Attachment B: APPENDIX: Status of Bargaining

Facilitators/Presenters: Chair Sprouls, Sherry Andrews

Attachment A

Memorandum of Understanding Article 23 Salaries

This Memorandum of Understanding is entered into this 21st day of March, 2019, between the University of Central Florida Board of Trustees (“Board of Trustees”) and the United Faculty of Florida (“UFF”).

WHEREAS, the UFF is the certified bargaining agent for a unit of employees of the University of Central Florida;

WHEREAS, the parties are currently engaged in collective bargaining negotiations;

WHEREAS, the parties have reached agreement on salary increases for 2018-2019 and 2019-2020;

WHEREAS, the parties desire to implement certain salary increases without waiving future rights to bargain with respect to other terms and conditions of employment.

NOW THEREFORE, the parties agree as follows:

1. Effective August 23, 2019, for the 2018-2019 year, the Board of Trustees shall provide a two percent (2%) across-the-board pay increase to each employee who was in an employment relationship with the university on January 11, 2019, and whose most recent annual evaluation, if provided, was *Satisfactory* or above. This increase shall be distributed beginning on the September 13, 2019, pay date.
2. Effective May 10, 2019, for the 2018-2019 year, the Board of Trustees shall provide a one-time bonus of \$2,250 to each employee eligible for the across-the-board pay increase. This bonus shall be distributed on May 10, 2019.
3. Effective September 20, 2019, for the 2019-2020 year, the Board of Trustees shall provide a one and one quarter (1.25%) percent increase to each eligible employee who was in an employment relationship with the university prior to May 7, 2019, who remains in a continual employment relationship at the date of implementation and whose most recent annual evaluation, if provided was *Satisfactory* or above. This increase shall be distributed beginning on the October 11, 2019, pay date.
4. Effective September 20, 2019, for the 2019-2020 year, the Board of Trustees shall provide an additional one and one quarter (1.25%) percent increase to each eligible employee who was in an employment relationship with the University prior to May 7, 2019, who remains in a continual employment relationship at the date of implementation, and whose most recent annual evaluation, if provided, was *Satisfactory* or above. This increase shall be distributed beginning on the October 11, 2019, pay date. This additional increase is contingent upon the university receiving new recurring funding legally available to be expended on faculty salaries in excess

Attachment A

of the prior year's base funding. If insufficient funding is received, this provision shall become void, and the parties shall re-open negotiations.

5. From the date of ratification of this document through August 31, 2020, the University may provide Administrative Discretion Increases up to one and one-half percent (1.5%) of the total salary rate of employees who were in an employment relationship with the University on May 7, 2018. Any Administrative Discretion Increase provided to contract and grant (C&G) employees, any court-ordered or court-approved salary increase, any prevailing wage adjustment for the purpose of qualifying for immigration status, or any salary increase to settle a legitimate, broad-based employment dispute shall not be subject to the terms and limitations of this Section.
 - (a) The University may provide Administrative Discretion Increases for verified written offers of outside employment, special achievements, merit, compression and inversion, equity and market equity considerations, and similar special situations to employees in the bargaining unit.
 - (b) Administrative Discretion Increases for verified written offers of outside employment shall not contribute to the calculation of the salary rate.
 - (c) UFF Notification. At least 14 days prior to the effective date of any such increase, the University shall provide to the UFF a written notification of the increase which states the name of the employee, the rank and discipline of the employee, the amount of the increase, and the reason for the increase.
 - (d) The University's ability to provide Administrative Discretion Increases shall expire August 31, 2020 and shall not become part of the status quo.
6. Neither party will interpret this Memorandum of Understanding as waiving, nor will this Memorandum of Understanding be in any way deemed to waive, any rights either party may have to bargain with respect to wages and other terms and conditions of employment, except as specifically set forth herein;

UNITED FACULTY OF FLORIDA

UCF BOARD OF TRUSTEES

By:

By:

Attachment B

APPENDIX Status of Bargaining

In preparation for the Board of Trustees meeting on April 17, Board Chair Garvy has asked that the board members be updated on the status of bargaining on the 2018-2021 contract. Following is a summation of those negotiations:

As of the last bargaining session on March 21, the teams reached tentative agreement (“TA’d”) on over two thirds of the contract - 21 Articles. There are nine articles still open. Two of those, Article 3 (UFF Privileges), and Article 23 (Salaries), should reach agreement at the next collective bargaining meeting on April 18 if the Board approves the MOU that is before it today. Of the remaining seven articles, two are “maintenance” articles, Article 1 (Recognition), and Article 30 (Amendment and Duration). I anticipate TA’ing Article 1 on the 18th. Since Article 30 resolves future bargaining dates and what articles are to be opened in the future, it is always the last article to be settled.

The remaining five substantive articles to be negotiated this cycle are:

Article 8—Appointment/New Workload article proposed by UFF
Article 9—Assignment of Responsibilities
Article 17—Leaves
Article 21—Other Employee Rights
Article 24—Benefits

The BOT team has made significant progress achieving its goals in several articles, and bargained small, but important changes in others. Without listing every change that was agreed upon at the table, I have highlighted some of the most significant ones:

Article 10—Employee Performance Evaluations

- Expanded the membership of committees developing the Annual Evaluation Standards and Procedures (“AESPs”) to include representatives from all employee ranks, not just tenured employees.
- Reduced time for sustained performance evaluations from seven years to three or at any time an employee has not maintained productivity standards. Also raised performance rating needed to be maintained from 1.5 to 2.
- Clarified that service for UFF activities is not considered university service and shall not be evaluated.
- Shortened notice a supervisor must give faculty before visiting their classroom for evaluation purposes from two weeks to two days.
- Changed time when faculty annual reports are due to May 7 of each year unless the employee asks for an extension in writing. Changed the date when evaluations are provided to faculty to the start of the fall semester, giving supervisors additional time to complete them.

Article 12—Non-reappointment

- Changed notice periods for A&P in-unit employees to match those of out-of-unit A&P employees.
- Eliminated a separate notice period for multiyear employees.
- Required employees to work at the University three years before they are entitled to a lengthier notice period. Summer was added as a term that may be calculated in the notice period.

Attachment B

- Added the right to a notice period for employees funded with auxiliary funds, where practicable.
- Eliminated non-reappointment considerations that gave employees layoff rights, drawing a clearer line between the two procedures.
- Established a payout option following notice of nonrenewal.

Article 16—Disciplinary Action and Job Abandonment

- Re-ordered the article to separate Letters of Counseling/Instruction from Discipline. Also renamed article to Letters of Counsel, Disciplinary Action, and Job Abandonment to further emphasize the distinction.
- While continuing to endorse the principle of progressive discipline, added language that penalties will be imposed depending on the seriousness of the offense and any aggravating or mitigating circumstances.

As noted above, these are just a sampling of changes to articles where the BOT team feels it has made progress in this round of bargaining. I am happy to expand upon these at the board's request. It is also important to note that since collective bargaining is not a zero-sum game, the union has achieved some of its goals as well. On the whole, I believe that this protracted round of bargaining is producing a stronger and fairer contract.