



USF Board of Trustees

Monday, October 28, 2019
Conference Call
11:30 AM

A G E N D A

- I. Call to Order** Chair Jordan Zimmerman

- II. New Business – Action Item**
 - a. FL 101** – Ratify the [2019-2020 CBA](#) between USF Board of Trustees and the United Faculty of Florida

- III. Adjournment** Chair Zimmerman

Agenda Item: FL 101

USF Board of Trustees
October 28, 2019

Issue: The University of South Florida and the United Faculty of Florida reached a tentative agreement on a successor [Collective Bargaining Agreement](#) (“CBA”) on September 19, 2019. UFF ratified the tentative agreement on October 14, 2019. Ratification by the Board is required for the new CBA to go into effect.

Proposed action: Ratify the 2019-2020 CBA between the University of South Florida Board of Trustees and the United Faculty of Florida.

Executive Summary:

The University of South Florida and the United Faculty of Florida (“UFF”) reached a tentative agreement on a successor collective bargaining agreement on September 19, 2019. The prior 2016-2019 CBA expired on August 7, 2019.

The new contract would be effective upon ratification by both parties and would expire on December 31, 2020. The majority of the contract remains *status quo* from the prior 2016-2019 CBA. Only the salary article (*Article 23*) was amended along with corresponding technical changes to the duration article (*Article 29*). The parties are satisfied that the tentative agreement is fair, addresses the interests of the faculty and provides stability through the consolidation process.

The tentative agreement requires separate ratification by a majority of the in-unit faculty voting and the Board of Trustees. On October 14, 2019, the UFF notified the university that the new contract was ratified by a majority of the in-unit faculty who voted. The in-unit faculty vote is administered by the UFF. The Board is now asked to consider ratification of the new contract. A majority vote of the Board is required to ratify the CBA. The Board’s standard voting requirements apply to ratification. (*USF Board of Trustees Operating Procedures, Article II. F.-G.*).

If ratified by the Board, the new CBA would provide a 1.5% base salary increase to in-unit faculty members who:

1. were rated at least satisfactory on their 2018-2019 performance evaluation; and
2. were employed in an in-unit faculty position as of August 1, 2018.

In addition, the CBA includes new discretionary authority for management to make salary adjustments for the duration of the contract not to exceed .5% of the August 7, 2018 total in-unit faculty salary base plus any unused remaining discretionary expenditure authority from the 2016-2019 CBA.

There are no other substantive changes to the CBA

Strategic Goal(s) Item Supports: USF System Strategic Goal Nos. 1, 2 and 4

Committee Review Date: 9/18/2019; 9/23/2019; 9/24/2019

Supporting Documentation Online: Yes: Please note Exhibit A, which is the 2016-2019 CBA, is not included in the attachments, but is available here:

<https://www.usf.edu/hr/documents/employment-resources/employee-labor-relations/uff-collective-bargaining-agreement.pdf>

USF System or Institution specific: University- wide

Prepared by: Gerard Solis, General Counsel

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this 19th day of September, 2019, by and between the United Faculty of Florida (“UFF”), and the University of South Florida Board of Trustees (“Board”) jointly referred to as “the Parties,” as follows:

WHEREAS, UFF and the Board are parties to a Collective Bargaining Agreement (“the Agreement”), effective on the date of the Agreement’s ratification until midnight August 7, 2019; and

WHEREAS, the Parties desire to extend the Agreement to midnight, December 31, 2020, with certain amendments set forth in this MOU,

NOW, THEREFORE, the Parties hereby agree as follows:

1. The Agreement which is incorporated and attached hereto as “Exhibit A,” shall remain in full force and effect, as written, except for the revisions to Articles 23 and 29, as set forth below, to midnight December 31, 2020.
2. Article 23, entitled “Salaries” shall be amended as set forth in Attached “Exhibit B.”
3. Article 29, entitled “Amendment and Duration” shall be amended as set forth in attached “Exhibit C.”
4. In all other respects the Agreement shall remain in full effect in its present form, to and until midnight December 31, 2020.
5. The Parties agree that this MOU is subject to the ratification requirements set forth in Section 447.309, Florida Statutes.

IN WITNESS WHEREOF, the Parties have caused this MEMORANDUM OF UNDERSTANDING to be signed by their respective representatives this 19th day of September, 2019.

For:

United Faculty of Florida

University of South Florida, Board of Trustees

_____	_____
_____	_____
_____	_____
_____	_____

EXHIBIT “A”

EXHIBIT “B”

Article 23
Salaries

23.1 Pay Plan. Ranked Faculty (Lecturers, Instructors, Assistant Professors, Associate Professors, Professors, and equivalent Librarian ranks); non-ranked faculty; and in-unit Administration employees:

A. Merit Increase

1. Eligible employees shall receive a 1.5% increase to their in-unit base salary.

B. Eligibility Requirements.

1. To be eligible for the increase set forth in 23.1A(1), employees must have been employed on or before August 1, 2018, and must have received a Satisfactory or above rating on their 2018-2019 performance evaluation (a minimum score of at least 3.0 on a 5.0 numerical rating scale.).

2. Employees who are on visiting appointments, temporary appointments or who have received notice of non-reappointment or dismissal or who have resigned with an effective date occurring prior to the effective date of the salary increase described herein are not eligible to receive the increase described in Article 23.1A(1).

C. Effective Dates of Salary Increase.

The effective date of the salary increase described in Article 23.1.A.(1) shall be as soon as practicable, but no later than six (6) weeks after ratification by the Board of Trustees

23.3 Contract and Grant Funded Increases.

Employees on contracts or grants shall receive salary increases equivalent to similar employees on state funding, provided that such salary increases are permitted by the terms of the contract or grant, the rules of the funding agency, and adequate funds are available for this purpose in the contract or grant.

23.4 Type of Payment for Assigned Duties.

Employees shall be paid from salary dollars for all assigned duties up to the established FTE on the position and from OPS dollars for assigned duties in excess of the established FTE on the position. Employees on 9-month appointments shall be paid during the Summer Terms, if appointed, from salary dollars up to 1.0 FTE if appointed in the home department/unit. Appointments in excess of 1.0 FTE shall be paid from OPS dollars. Employees may be paid from OPS dollars for assignments outside employees' home departments/units and for work on USF funded internal grant programs.

23.5 Salary Adjustments.

A. The University shall retain the authority to make salary adjustments for employees, based on the published guidelines of the University in effect as of August 7, 2004, for extra compensation and verified counteroffers and to make salary adjustments for market equity, including compression/inversion. Also, the University shall retain the authority to enter into financial settlements with employees in the settlement of grievances and lawsuits and other disputes. There is no total annual limit on the expenditures in the above cases listed in 23.5. In addition, the University retains the authority to make salary adjustments and to provide cash bonuses for special achievements and to develop and implement plans to provide additional base salary or lump sum increases for excellence in research, teaching, service and other assigned duties so long as the total expenditures do not exceed .5% of the August 7, 2018, in-unit employee salary base. In addition, any unused remaining discretionary expenditure authority from previous and/or existing contractual rights shall be added to the .5% discretionary base described above.

B. The authority of the University to make salary adjustments or award cash bonuses in pursuit of Article 23.5 A shall cease on December 31, 2020. Nothing in this Agreement shall waive the University's or UFF's right to make proposals and to negotiate over any provision in Article 23 during reopener negotiations including, but not limited to, the discretionary cap set forth in Section 23.5.

23.6 Report to Employees.

All employees shall receive written notice of their salary increases on the "Appendix E" prior to the implementation of the salary increases described in this Article. Upon request, an employee shall have the opportunity to consult with the person or committee which makes the initial and final recommendation for salary increases.

23.7 Report to UFF.

Written reports shall be provided without cost by USF to the UFF indicating all salary and compensation adjustments and bonuses made on a quarterly basis pursuant to Articles 8.4D, 23.1A, and 23.5 by amount, nature of adjustment, name, rank department and college. The information shall be provided no later than 45 business days following the close of a quarter.

23.8 In the case of multi-year salary increases in this Article:

- A. The increases contained in this article are contingent upon no reduction in the University's recurring Performance Based Funding ("PBF") as compared to the level of PBF on August 1, 2019. To avoid confusion, the PBF Model was approved at the January 2014 Board of Governor's Meeting. The model includes 10 metrics that evaluate Florida institutions on a range of issues. PBF levels will be calculated on August 1 in each year of the contract for the purposes of determining if there was a reduction in PBF.
- B. In the event of a reduction in PBF funding the University shall have the sole discretion to determine whether to proceed with the increases described in the article. In the event the University does not proceed with the increases due to reduction in PBF, the University will notify UFF in writing of its decision ("Notice"). Within 30 (thirty) days of the University's Notice, the parties will meet to bargain in good faith for an alternative salary article.
- C. Authority for new salary adjustments described in Article 23.5 will also cease based on the University's Notice; however, any prior unspent discretionary authority from prior contract years will remain in full force and effect for the duration of the Contract, subject to the reporting requirements of 23.7.
- D. Increases for tenure and promotion and increases that are committed to prior the University's Notice are unaffected by same.

EXHIBIT “C”

Article 29

Amendment and Duration

29.1 The Agreement shall be effective on the date ratified by the University Board of Trustees except as otherwise agreed by the parties, and shall remain in effect until midnight December 31, 2020. Unless otherwise provided in this Agreement, no Article shall be subject to renegotiation unless both parties mutually agree to do so. Moreover, should the Florida law regarding the State's Performance Salary Systems be amended by the Legislature during the term of this Agreement such that merit base salary eligibility for permanent status employees in changed, the UFF may reopen this Agreement to address those affected employees.

29.2 Amendments. In the event the University and the UFF negotiate a mutually acceptable amendment to this Agreement, such amendment shall be put in writing and become part of this Agreement upon ratification by both parties.

29.3 Renegotiations for a successor agreement shall begin no later than August 1, 2020.