



August 5, 2010

Jared D. Simmer, Esq.
P.O. Drawer 397
Ingomar, PA 15127-9998

Re: University of South Florida and the United Faculty of Florida Impasse
Case No.: SM-2010-050

Dear Magistrate Simmer:

Thank you for accepting the appointment to serve as the Special Magistrate in the above referenced matter. This letter serves as the United Faculty of Florida's (UFF) statement of issues at impasse in accordance with Rule 60CC-3.005, Florida Administrative Code and your email dated August 3, 2010. The parties began negotiations over the entire contract in May 2009. On June 1, 2010, the University of South Florida Board of Trustees ("USFBOT") declared an impasse. The parties' proposals relate to Article 3, UFF Privileges; 8, Appointments; Article 9, Assignment of Responsibilities; Article 13, Layoff and Recall and 23, Salaries. The following issues are at impasse between the parties.

UFF	BOT	Title	Issue
3.4	3.4	"Released time"	Released time for bargaining and contract enforcement is a mandatory subject of bargaining. UFF proposes status quo (6 releases per academic-year semester, 3 releases in summer, 3 releases in last spring of contract year). USFBOT proposed that UFF purchase release time at \$3500 per academic-year release unit and at "full cost" for summer.

8.4B	8.4C	"Department/unit head"	<i>Chair contract length:</i> Contract length is a mandatory subject of bargaining. UFF proposes that in-unit chairs be appointed to calendar-year terms if there are at least seven (7) full-time equivalent faculty in the department/unit. <i>UFF does not waive its right to bargain contract length</i>
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for chairs. The USFBOT has not offered a counterproposal.

8.4B 8.4C "Department/unit head"

Chair salary supplement (or stipend):

Compensation, including salaries and stipends, is a mandatory subject of bargaining. UFF proposes stipends as follows: \$5,000 as a minimum stipend for all chairs; \$3,000 additional stipend for a chair supervising a department with at least twenty (20) FTE faculty; \$3,000 additional stipend for a chair supervising a department with doctoral programs; \$5,000 in summer stipend for a chair of a small department (i.e., not appointed on a calendar-year basis). *UFF does not waive its right to bargain salary supplements for in-unit chairs.* The USFBOT has not offered a counterproposal.

8.4D 8.4E "Summer Appointment Policy"

Supplemental summer teaching compensation:

Compensation is a mandatory subject of bargaining. UFF proposes status quo of 12.5% of annual salary for a regular scheduled three-hour course, no less than compensation equivalent to an employee's academic-year FTE for the same course. USFBOT proposed 12.5% of annual salary for a regular scheduled three-hour course, with a cap of \$12,000 for a three-hour course.

8.4E 8.4 "Extra University Compensation Appointments"

Compensation including salary supplements is a mandatory subject of bargaining. UFF proposes that for all non-chair assignments of extra duties and responsibilities below 1.0 FTE, management create an objective schedule of supplements, to be adhered to and to be a subject of discussion under Consultation (Article 2). *UFF does not waive its right to bargain salary supplements beyond the discretion offered management in this proposal.* USFBOT has not offered a counterproposal.

9.10 n/a **“Workload”**

Workload is a mandatory subject of bargaining. UFF proposes that for employees with larger teaching loads, a regular scheduled or online three-hour class be assigned 0.25 FTE in an academic-year term, and that such employees shall be assigned additional FTE credit for the following teaching assignments: (a) classes fulfilling writing requirements of an academic program where the ratio of student to grader (instructor or 0.25 FTE graduate assistant/other grader) is greater than 35 to 1; (b) classes of more than 100 students where there is no assistance for the instructor; (c) other assignments as decided by management, with notice to UFF. *UFF does not waive its right to bargain workload.* The USFBOT has not offered a counterproposal.

13.1 13.1 **“Layoff”**

Identification of layoff unit. UFF proposes status quo for identification of layoff unit: management has discretion to pick any existing organizational unit such as campus, college or department. USFBOT proposes to add "a research specialty, program, group, or project" as a potential layoff unit regardless of whether that is a preexisting organizational unit.

13.2 13.2 **“Layoff Considerations”**

Identification of employees for layoff within a layoff unit. Layoff procedures comprise a mandatory subject of bargaining. UFF proposes status quo--three tiers of employees within a bargaining unit: tenured employees, nontenured employees with at least five years of continuous employment, and all other employees, with protection for employees in one tier if there were employees not laid off in lower tiers. USFBOT proposed the following tiers: tenured employees, tenure-track employees, and non-tenure-track employees. The USFBOT's proposal is based

neither on contracts of similarly-situated bargaining units nor on the merit of employees; therefore, the UFF proposal should be adopted.

23.1A n/a **"Competitive Pay Increase"**

For Fiscal Year 2009-2010, UFF proposes a 2% raise to all in-unit employees who received a satisfactory or better on the majority of their assignment on the last completed annual evaluation as of June 30, 2009, with other applicable conditions of the 2008-2009 contract brought forward one year. USFBOT withdrew their last salary offer and has no salary proposal as of the date this letter was written.

23.1B 8.4D **"Promotion Increases"**

For instructors, UFF proposes status-quo language, a 9% increase upon promotion. USF proposes 6% for instructor promotion raises.

23.1C n/a **"Market Based Salary Adjustment"**

For Fiscal Year 2009-2010, UFF proposes additions to the base salary of in-unit employees with a strong performance record (defined as at least a "strong" on each of the last five completed annual performance evaluations as of June 30, 2009) and whose base salary as of August 6, 2009, was below 85% of the average national market salary of the employee's discipline and rank as measured by the spring 2009 Oklahoma State University survey of public university faculty, the latest Association of Research Libraries survey of librarian salaries as of June 30, 2009, or other applicable data for non-faculty, non-librarian employees. The addition to an eligible employee's base salary shall be the lower of \$500 or the amount necessary to bring the employee up to 85% of the average national market salary. USFBOT withdrew their last salary offer.

23.1D n/a **"Merit Pay Adjustment"**

For Fiscal Year 2009-2010, UFF proposes distributing a pool constituting 1% of in-unit compensation as of June 30, 2009, according to language of the 2008-2009 contract on merit pay, using the results of the last completed annual evaluation for each employee as of June 30, 2009, with other applicable conditions of the 2008-2009 contract brought forward one year. USFBOT withdrew their last salary offer.

23.4 n/a **"Counteroffers"**

Compensation is a mandatory subject of bargaining. UFF proposes that management shall provide counteroffers up to an additional \$10,000 of base salary for offer letters with a specific salary and effective date when presented within five days of the offer and with documentation that the offer was the result of an advertised search. *UFF does not waive its right to bargain salary counteroffers.* The USFBOT has not offered a counterproposal.

23.7 n/a **"Minimum salaries"**

Salary range is a mandatory subject of bargaining. UFF proposes that minimum salaries for instructors, assistant professors, instructor librarians, and assistant librarians be the minimums in the Rutgers University-AAUP/AFT 2009-2010 minimum salary schedule. *UFF does not waive its right to bargain starting salaries.* The USFBOT has not offered a counterproposal.

23.8 n/a **"Starting Salaries"**

Starting salaries is a mandatory subject of bargaining. UFF proposes starting salaries for positions within the bargaining unit be the average national market salary by rank and discipline. *UFF does not waive its right to bargain starting salaries.* The USFBOT has not offered a counterproposal.

If there are any questions regarding the issues at impasse or UFF's position please feel free to contact me or raise them during the pre-hearing phone conference. We look forward to meeting on August 25 and 26 to resolve these issue.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ed Mitchell', written in a cursive style.

Ed Mitchell
Executive Director
United Faculty of Florida
FEA, NEA, AFT, AFL-CIO
850-224-8220 Fax: 850-222-1767
(813) 240-9301 - Cell
Ed.Mitchell@floridaea.org
www.UnitedFacultyofFlorida.org

Copy to: John Dickinson