

# Changes in the Collective Bargaining Agreement

In bargaining the 2016 - 2019 Collective Bargaining Agreement, UFF and the USF Administration took the old contract and made the following changes in the language in the current 2014 - 2017 Collective Bargaining Agreement. In the tables below, we present the (Old) language in the current contract that the (New) language in the contract to be ratified. We also present a brief account of the effect of the language.

## 8.4 A on Appointments

Old Language	New Language
<p>Within (30) calendar days of any changes in appointment terms, including changes in rank or the length of appointments, an employee shall receive an employment document outlining the changes, including all of the provisions listed above.</p>	<p>Within (30) calendar days of any proposed changes in appointment terms, listed in 8.3 A (1)-(13), an employee shall receive a written employment document from the University outlining the proposed changes. No such proposed changes shall become effective and binding on the employee, except an increase in salary rate or promotion to a higher rank, unless and until agreed to and accepted in writing by the employee.</p>

8.3 A lists: (1) Effective Date; (2) Title, class code, rank, and appointment status; (3) Employment unit (e.g., department, college, institute, area, center, etc.); (4) An end date, if the appointment is for a limited duration. Otherwise, a statement indicating, “This employment offer will remain in force unless otherwise specified; (5) Special conditions of employment; (6) A statement that the position is (1) tenured, (2) non-tenure earning, or (3) tenure-earning (specifying prior service in another institution to be credited toward tenure); (7) A statement that the employee's signature on the standard employment contract shall not be deemed a waiver of the right to process a grievance with respect thereto in compliance with Article 20 Grievance Procedure and Arbitration; (8) A statement that the appointment is subject to the Constitution and laws of the State of Florida and the United States, the rules and regulations of all applicable governing bodies of the University; (9) Percent of full-time effort (FTE) assigned; (10) Salary rate; (11) The statement: “The USF/UFF Collective Bargaining Agreement (Article 6) prohibits discrimination against any employee based upon race, color, sex, sexual orientation, religion, national origin, age, military status, veteran status, disability, political affiliation, marital status, or employee rights related to union activity as granted under Chapter 447, Florida Statutes. Claims of such discrimination by the University may be presented as grievances pursuant to Article 20, Grievance Procedure and Arbitration”; (12) A statement informing the employee of the obligation to report outside activity and conflict of interest under the provisions of Article 19, Conflict of Interest and Outside Activity of the Agreement; and (13) Principal place of employment.

### 8.4C.1 on Appointments

Old Language	New Language
Employees in the non-tenure “Instructor” track who receive promotion to Instructor II or Instructor III shall receive a 6% increase to their base salary.	Employees in the non-tenure “Instructor” track who receive promotion to Instructor II or Instructor III shall receive a 9% increase to their base salary.

### 8.4J.1 on Appointments

Old Language	New Language
(No language: this is an entirely new clause.)	<p>Continuing Multi-Year Appointments</p> <ol style="list-style-type: none"><li>1. A continuing three (3)-year multi-year appointment (CMYA) may be offered in writing to:<ol style="list-style-type: none"><li>a. An employee who has been promoted to the rank of Instructor II or Instructor III.</li><li>b. An employee who has been promoted to the rank of Associate University Librarian or University Librarian.</li></ol></li></ol>

## 15.2A, B, and D on Tenure

Old Language	New Language
<p>A. An employee shall normally be considered for tenure during the sixth year of continuous service in a tenure-earning position including any prior service credit granted at the time of initial employment. The tenure clock may be stopped for medical or related reasons for up to one (1) year upon the request of the employee and the recommendation of the supervisor and dean/director and upon approval of the appropriate administrator. An employee's written request for early tenure consideration is subject to the University's written agreement.</p> <p>B. By the end of six (6) years of service at the University, an employee eligible for tenure shall either be awarded tenure by the Board of Trustees or given notice that further employment will not be offered. Upon written request by an employee within twenty (20) days of the employee's receipt of such notice, the University shall provide the employee with a written statement of reasons by the President or representative why tenure was not granted.</p> <p>...</p> <p>D. An employee being considered for tenure prior to the sixth (6) year may withdraw from consideration on or before March 15 without prejudice.</p>	<p>A. An employee shall normally be considered for tenure during the final year of the probationary time established in the written guidelines of the employee's college. No college shall establish a probationary period less than six (6) years or longer than eight (8) years. Extensions of the probationary period beyond six (6) years will be by means of a vote as established by the College governance document. No non-tenured or non-tenure earning employee should be able to vote on the time limit. The employee must have been in continuous service in a tenure-earning position including any prior service credit granted at the time of initial employment. The tenure clock may be stopped for medical or related reasons for up to one (1) year upon the request of the employee and the recommendation of the supervisor and dean/director and upon approval of the appropriate administrator. An employee's written request for early tenure consideration is subject to the University's written agreement.</p> <p>B. By the end of the probationary period of service at the University, an employee eligible for tenure shall either be awarded tenure by the Board of Trustees or given notice that further employment will not be offered. Upon written request by an employee within twenty (20) days of the employee's receipt of such notice, the University shall provide the employee with a written statement of reasons by the President or representative why tenure was not granted.</p> <p>...</p> <p>D. An employee being considered for tenure prior to the end of the probationary period established by the employee's college may withdraw from consideration on or before January 15 without prejudice.</p>

## 23.1A, B and C on Salary

Old Language	New Language
<p>A. Across the Board Increase</p> <p>Pursuant to the Florida Legislature’s 2013 General Appropriations Act (“Appropriations Act”) the University has provided to eligible bargaining unit employees a competitive pay adjustment consisting of an annual increase of either \$1,400 if the employee earns up to and including \$40,000, or \$1,000 for all employees earning more than \$40,000. These increases were effective October 1, 2013. Pursuant to the Appropriations Act, eligible employees are defined as “employees who are, at minimum, meeting their required performance standards, as applicable</p> <p>B. Merit Increases</p> <p>The University shall provide a salary pool equal to 4.0% of the May 6, 2014, in-unit employee salary base to be distributed as set forth in Section 23.1.B.2 to all eligible in-unit employees.</p> <p>Eligible employees in 23.1.B.1 are those employees whose most recent performance evaluations are satisfactory and above (a minimum score on the most recent annual evaluation of at least 3.0 on a 5.0 point numerical rating scale). New hires with no evaluation are excluded from this pool. This pool shall be distributed at the department/unit level. The nominal evaluation ratings on the most recent annual evaluation shall be converted to numerical ratings (if ratings are already in numerical form, then those numbers shall be utilized so long as they are consistent with the 5.0 point scale that follows) with “outstanding” = 5.0; “strong to outstanding” = 4.5; “strong” = 4.0; “satisfactory to strong” = 3.5; “satisfactory” = 3.0; “weak to satisfactory” = 2.5; “weak” = 2.0 “unacceptable to weak” = 1.5; and, “unacceptable” = 1.0.</p>	<p>A. Merit Increases</p> <p>(1) 2016-2017. The University shall provide a pool of funds to each department for increases equal to 3.0% of the August 7, 2016, in-unit employee salary base to be distributed as set forth in Section 23.1(A)(4) to all eligible in-unit employees.</p> <p>(2) 2017-2018. The University shall provide a pool of funds to each department for increases equal to 2% of the August 7, 2017, in-unit employee salary base to be distributed as set forth in Section 23.1(A)(4) to all eligible in-unit employees.</p> <p>(3) 2018-2019. The University shall provide a pool of funds to each department for increases equal to 2% of the August 7, 2018, in-unit employee salary base to be distributed as set forth in Section 23.1(A)(4) to all eligible in-unit employees.</p> <p>(4) Eligible employees in 23.1.A(1), (2) and (3) are those employees whose most recent performance evaluations are satisfactory and above (a minimum score on the most recent annual evaluation of at least 3.0 on a 5.0 point numerical rating scale). New hires with no evaluation are excluded from this pool as are employees with no evaluation on file within two academic years of full ratification. This pool shall be distributed at the department level. The nominal evaluation ratings on the most recent annual evaluation shall be converted to numerical ratings (if ratings are already in numerical form, then those numbers shall be utilized so long as they are consistent with the 5.0 point scale that follows) with “outstanding” = 5.0; “strong to outstanding” = 4.5; “strong” = 4.0; “satisfactory to strong” = 3.5; “satisfactory” = 3.0; “weak to satisfactory” = 2.5; “weak” = 2.0 “unacceptable to weak” =</p>

Using the most recent annual evaluation, each employee's numerical score in each area of assigned activity (the average of the peer committee's rating, if applicable, and the supervisor's rating) shall be multiplied by the assigned FTE, if applicable, to derive the overall raw score in each area of assignment (for example, an employee receiving a rating of 4.0 in instruction, with a .60 FTE assignment in instruction would have a raw score in this category of 2.4, derived by multiplying 4.00 by .60). Raw scores in each area of assignment are added together to determine the overall raw score for the individual employee. The highest total raw score possible would be 5.0 and the lowest, 1.0. Once the overall raw score has been computed, all those employees with a minimum score of 3.0 would be eligible for general merit pool consideration. In each department/unit, the performance scores shall be added together for all employees who have been determined eligible to participate in the distribution of the general merit pool.

Each employee's score shall be divided by the total score of the eligible employee's in the unit. The resulting percentage shall be the employee's percentage ownership of the unit salary pool. The amount received shall be added to the employee's base salary.

#### C. Additional Eligibility Requirements.

1. To be eligible for the increase set forth in 23.1A, employees must have been employed on or before August 7, 2012.
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

1.5; and, "unacceptable" = 1.0.

Using the most recent annual evaluation, each employee's numerical score in each area of assigned activity (the average of the peer committee's rating, if applicable, and the supervisor's rating) shall be multiplied by the assigned FTE, if applicable, to derive the overall raw score in each area of assignment (for example, an employee receiving a rating of 4.0 in instruction, with a .60 FTE assignment in instruction would have a raw score in this category of 2.4, derived by multiplying 4.00 by .60). Raw scores in each area of assignment are added together to determine the overall raw score for the individual employee. The highest total raw score possible would be 5.0 and the lowest, 1.0. Once the overall raw score has been computed, all those employees with a minimum score of 3.0 would be eligible for general merit pool consideration. In each department, the performance scores shall be added together for all employees who have been determined eligible to participate in the distribution of the general merit pool.

Each employee's score shall be divided by the total score of the eligible employee's in the department. The resulting percentage shall be the employee's percentage ownership of the department salary pool. The amount received shall be added to the employee's base salary.

#### B. Additional Eligibility Requirements.

1. To be eligible for the increase set forth in 23.1A(1), (2) and (3), employees must have been employed on or before August 7, 2016, August 7, 2017 and August 7, 2018, respectively.
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

Article 23.1B.

D. Effective Dates.

The effective date of the salary increase for 2014/2015 described in Article 23.1.B.1 shall be as soon as practicable, but no later than six (6) weeks after ratification by the Board of Trustees. The Board of Trustees will vote on ratification of this contract as soon as practicable, but no later than three (3) weeks after UFF ratifies it.

date of the salary increase described herein are not eligible to receive the increase described in Article 23.A1.

C. Effective Dates.

The effective date of the salary 2016-2017 increase described in Article 23.1.A. shall be as soon as practicable, but no later than six (6) weeks after ratification by the Board of Trustees. The Board of Trustees will vote on ratification of this contract as soon as practicable, but no later than three (3) weeks after UFF ratifies it. The effective date of the salary increases for 2017-2018 and 2018-2019 shall be the first full pay period in September 2017, and 2018 respectively.

## 23.5A and B on Salary

Old Language	New Language
<p>23.5 Salary Adjustments.</p> <p>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. 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 make salary adjustments for market equity, including compression/inversion, 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 1.0% of the May 6, 2014, in-unit employee salary base.</p> <p>B. The authority of the University to make salary adjustments or award cash bonuses in pursuit of Article 23.5 A shall cease on August 7, 2017. 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.</p>	<p>23.5 Salary Adjustments.</p> <p>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 1.0% of the August 7, 2016, in-unit employee salary base; 1.0% of the August 7, 2017, in-unit employee salary base; and 1.0% of the August 7, 2018, in-unit employee salary base. In addition, any remaining discretionary expenditure authority based on the August 7, 2016, 2017 and 2018 in-unit employee salary base shall be added to the 1.0% discretionary base described above.</p> <p>B. The authority of the University to make salary adjustments or award cash bonuses in pursuit of Article 23.5 A shall cease on August 7, 2019. 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.</p>

## 23.8 on Salary

Old Language	New Language
<p>(This is an entirely new article.)</p>	<p>23.8.</p> <p>A. The increases for 2017-2018 and 2018-2019 contained in this article are contingent upon no reduction in the University’s Performance Based Funding (“PBF”) as compared to the level of PBF on August 1, 2016. To avoid confusion, the PBF Model was approved at the January 2014 Board of Governors 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.</p> <p>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 this 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 alternate salary article.</p> <p>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.</p> <p>D. Increases for tenure and promotion and increases that are committed to prior to the University’s Notice are unaffected by same.</p>

## In Article 29.1 on Duration

Old Language	New Language
<p>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 August 7, 2017. Article 23 (Salaries) shall be subject to renegotiations in year two (2015-16) and three (2016-17) of this Agreement. In addition, both parties may reopen two additional articles of their choice in each round of re-opener negotiations; however, neither party may reopen Articles 3, 4, 13, 14, or 15, unless both parties mutually agree to do so. Renegotiations shall begin no later than May 1.</p>	<p>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 for a three-year period until midnight August 7, 2019. 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 is changed, the UFF may reopen this Agreement to address those affected employees. This Agreement supersedes the parties' 2015-2017 Agreement.</p>