



UCF Board of Trustees

Governance Committee

December 5, 2024

Agenda Item

GOVC-2: Amendments to the Collective Bargaining Agreement 2024-2027 Between the University of Central Florida Board of Trustees and the United Faculty of Florida (UFF)

Proposed Action

The Governance Committee is asked to recommend to the Board of Trustees, on its nonconsent agenda, ratification of the Collective Bargaining Agreement 2024-2027 Between the University of Central Florida Board of Trustees and the United Faculty of Florida (UFF)

Authority for Board of Trustees Action

Board of Governors Regulation 1.001(5)(a),(b)

Board of Trustees Policy Presidential Authority and Delegation, Section 5(e)

Supporting Documentation Included

Attachment A: Collective Bargaining Agreement 2024-2027 Between the University of Central Florida Board of Trustees and the United Faculty of Florida (UFF)

Facilitators/Presenters

Charles H. Reilly, Associate Provost for Contract Compliance and Administrator Support

Summary of Key Observations/Recommendations

On March 17, 2022, the UCF Board of Trustees entered into a three-year collective bargaining agreement with UFF that expired on August 31, 2024. The Board also ratified an amended agreement for 2022-2024 on February 24, 2023.

On August 9, 2023, negotiations were opened on six articles in the 2022-2024 CBA that were believed to be impacted by legislation restricting arbitration: Articles 2 (Consultation), 6 (Nondiscrimination), 9 (Assignment of Responsibilities), 11 (Evaluation File), 19 (Conflict of Interest or Commitment/Outside Activity), and 20 (Grievance Procedure and Arbitration). Pursuant to the 2022-2024 CBA, on September 21, 2023, negotiations began on Articles 16 (Letters of Counsel, Disciplinary Action, and Job Abandonment) and 23 (Salaries) for 2023-2024. On November 6, 2023, all thirty-two articles were opened for negotiation for the 2024-2027 agreement. The parties reached tentative agreement on the entire 2024-2027 contract on October 4, 2024, and the union membership ratified this tentative contract on October 31, 2024.

The most significant changes in the new contract are summarized in the following eleven paragraphs:

In Article 9, employees may be assigned duties either annually or by semester. Grievances about instructional assignments are heretofore referred to as “disputes,” consistent with the Assignment Dispute Resolution Procedure in this article.

In Article 10, Employee Performance Evaluations, the comprehensive post tenure review process is added. This article has also been substantially restructured for ease of use.

In Article 16, expectations for professional conduct, modifications of proposed disciplinary actions, and the notice period for termination for just cause are clarified. UCF bargained the option to pay out an employee who is being terminated on a future date before the end of the notice period. To be considered a disciplinary action, a reprimand must be provided in written form.

In Article 17, Leaves, appropriate usages of sick time off are clarified. Guardianship is recognized as a significant change to an employee’s family. Employees may be required to submit to a fitness-for-duty evaluation or an independent medical examination if they appear to be unable to perform the essential functions of their jobs.

In Article 18, Inventions and Works, employee rights to their instructional materials are clarified.

In Article 19, language about reporting potential conflicts is updated for alignment with Regulation UCF-3.108, Conflict of Interest or Commitment; Outside Activity or Employment.

In both Articles 19 and 20, legislative restrictions on arbitration for faculty grievances are recognized. The parties have agreed to reopen negotiations on these (and other related) articles if the legislation that currently restricts arbitration is amended or overturned.

In Article 22, Sabbaticals and Professional Development Programs, deans/vice presidents affirm or deny the merit of highly ranked Professional Development Program (PDP) applications for non-tenure-earning employees. Only one request to change the terms of a sabbatical or PDP assignment, once awarded, may be made by an employee.

In Article 23, Salaries, there is a two-part salary package for 2024-2025 that includes a one-time payment of \$5,000 to \$6,500, depending on an employee's salary, for all eligible continuing in-unit employees and a 3% merit increase for continuing in-unit employees whose annual evaluation ratings for AY 2023-2024 were Satisfactory or above. The one-time payment and the increase would be paid out before UCF's winter break. Other changes to this article include: one-time payments to employees who were rated as "meets expectations" or "exceeds expectations" during their comprehensive post tenure review, the merging of the Scholarship of Teaching and Learning (SoTL) Awards with the Research Incentive Awards (RIA), a limit of one Incentive Award to an employee in a single academic year, and the resumption of Administrative Discretion Increases (ADI) through August 31, 2027.

Article 26, Payroll Deduction, was struck because of legislation prohibiting institutions from collecting union dues. The article number is being reserved to preserve the space and numbering.

In Appendix A, the position classifications in the bargaining unit have been updated by PERC following a request submitted jointly by the parties to the CBA. This update removed unused classifications and classifications that have substantially changed over time; added new classification modifiers, e.g., "of practice;" and added new classifications such as Assistant, Associate, and Senior Instructional Designer and Senior Research Associate.

Minor changes have been agreed to in seven more articles and four appendices. All other articles and appendices remain status quo.

Additional Background

Florida Board of Governors Regulation 1.001(5)(b) provides that each board of trustees shall act as the sole public employer with regard to all public employees of its university for the purposes of collective bargaining and shall serve as the legislative body for the resolution of impasses with regard to collective bargaining matters.

Under the Board of Trustees' Resolution on Presidential Authority, the Board delegates the administration of collective bargaining agreements and matters to the President, who assigns a collective bargaining team to negotiate agreements. The Associate Provost for Contract Compliance and Administrator Support serves as the chief negotiator on behalf of the university. The collective bargaining team for this union also includes the director in Contract Compliance and Administrator Support, an associate general counsel, and an associate dean.

Implementation Plan

The new 2024-2027 CBA would become effective immediately upon approval by the Board.

The general one-time payment and salary increases would be paid out beginning December 13, 2024, One-time payments for 2023-2024 post tenure review outcomes would be paid out on January 10, 2025, and one-time payments for 2024-2025 post tenure review outcomes would be paid out on May 2, 2025.

The changes in the Incentive Awards would be implemented during 2025-2026 since employees have already been notified about the Incentive Award deadlines and processes for 2024-2025.

Resource Considerations

The total fiscal impact of the recurring and non-recurring payments in the collective bargaining agreement is estimated to be \$14,979,119.76.

The estimated recurring cost of the merit increase totals \$6,003,619.76 and will be funded according to the employee's source of funding. \$5,472,455.93 will be funded from E&G funds, up to \$137,553.47 will be funded by Auxiliary funds, and up to \$393,610.36 will be funded from C&G funds. Auxiliary and C&G funded employees will only receive the salary increases if there is sufficient funding available within the auxiliary unit, contract, or grant.

The estimated non-recurring cost of the one-time payments totals \$8,375,500 and will be funded according to the employee's source of funding. \$7,555,500 will be funded from E&G funds, up to \$288,500 will be funded by Auxiliary funds, and up to \$531,500 will be funded from C&G funds. Auxiliary and C&G funded employees will only receive the one-time payments if there is sufficient funding available within the auxiliary unit, contract, or grant.

The non-recurring cost of the one-time payments for post tenure review during 2023-2024 from E&G funds totals \$300,000. A similar non-recurring cost is expected from E&G funds when the 2024-2025 post tenure review process is completed in late Spring 2025.