



Item : VI.b.

TUESDAY, NOVEMBER 17, 2020

SUBJECT: Modification of Article 23 of the 2018-2021 FAU BOT/UFF Collective Bargaining Agreement

PROPOSED BOARD ACTION

Approve a Modification of Article 23 of the 2018-2021 Collective Bargaining Agreement ("CBA") between the Florida Atlantic University Board of Trustees and the United Faculty of Florida ("UFF").

BACKGROUND INFORMATION

Employees of the A.D. Henderson University School and FAU High School, together known as FAU Schools ("FAUS"), are covered by the CBA with UFF. Articles 23.4(D)(1)(a) and 23.4(D)(1)(b) of the UFF CBA provide a minimum salary for FAUS employees of \$45,500 for the Grandfathered Salary Schedule and \$42,000 for the Performance Salary Schedule.

In the 2020 Florida legislative session, the Legislature passed and Governor DeSantis signed an allocation of \$500 million to increase the minimum classroom teacher base salary statewide to \$47,500 and to increase the base salary of other full-time instructional personnel.

The Florida Department of Education's Florida Education Finance Program allocated \$214,970 of these funds to FAUS to fund the required increases. The Administration and the UFF have agreed that distribution of these funds in accordance with the State's requirements results in a new starting salary for Article 23.4(D)(1)(a) permanent faculty on the Grandfathered Salary Schedule of \$50,270, and a new starting salary for Article 23.4 (D)(1)(b) non-permanent faculty on the Performance Salary Schedule of \$47,500. These salary increases positively impact 60 full-time teachers.

IMPLEMENTATION PLAN/DATE

Effective upon Board of Trustees and UFF ratification.

FISCAL IMPLICATIONS

HBs 641 and 5001 create and fund this new allocation within the Florida Education Finance Program. The portion allocated to FAUS fully funds the increases for all affected faculty. The legislation requires school districts to maintain the new minimum base salary in subsequent fiscal years unless specifically changed in a future General Appropriations Act.

Supporting Documentation: Proposed Modified Article 23 of the 2018-2021 FAU BOT/UFF
CBA.

Presented by: David Kian, Vice President & General Counsel
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ARTICLE 23 SALARIES

23.1 Effective Date. The 2018-2019 salary increases and adjustments referenced in this Article shall become effective upon ratification of this agreement by both parties, and implemented on the first full pay period of the month which UFF-FAU ratifies the agreement. The 2019-2020 base salary increases and adjustments referenced in this Article shall become effective the full first pay period in September 2019. The 2020-2021 salary increases and adjustments referenced in the Article shall become effective the full first pay period in September 2020.

23.2 Promotion and Legislative Compensation Increases for Faculty. The Florida Atlantic University Board of Trustees has approved funds for promotion based and legislatively directed increases, to be distributed as follows:

A. Promotion Increases. Promotion increases shall be granted to employees promoted in 2018-2019, 2019-2020, and 2020-2021 effective upon the start of their academic year appointment following the promotion. These increases shall be granted as follows:

(1) in recognition of promotion to Associate Professor, Associate in _____, Associate Scholar/Scientist, Associate Engineer, Associate Research Professor, and Associate University Librarian, an increase equal to 9.0% of the employee's previous year's base salary; or

(2) in recognition of promotion to Professor, Scholar/Scientist, Engineer, Research Professor and University Librarian, an increase equal to 12% of the employee's previous year's base salary.

(3) in recognition of promotion to Senior Instructor/Senior Lecturer granted in 2017-2018, 2018-2019, 2019-2020, and 2020-2021 in accordance with the Provost's Memorandum on Appointment and Promotion of Instructors and Lecturers, an increase of 9.0% of the employee's previous year's base salary.

(4) The new base salary for all Senior Instructors/Senior Lecturers must be equal to or greater than \$45,000.

(5) in recognition of promotion to University Instructor/University Lecturer granted in 2017-2018, 2018-2019, 2019-2020, and 2020-2021 in accordance with the Provost's Memorandum on Appointment and Promotion of Instructors and Lecturers, an increase of 12.0% of the employee's previous year's base salary.

B. Legislative Salary Increase. Any increase provided in accordance with the 2018, 2019, or 2020 General Appropriations Act will be provided as defined therein.

23.3 Additional University Compensation Increases for Faculty. The FAU Board of Trustees has made a commitment to provide funds for additional compensation increases for all high performing in-unit faculty (not FAUS) and librarians. Each pool of funds below includes any applicable legislative appropriated compensation and applies to all regular bargaining unit employees who were employed as of the prior May 1, and have continued in-unit employment through the date of distribution.

A. Base Salary University Increases. A 1.00% base wage increase of the September 1 base salary for 2018-2019, 2019-2020, and 2020-2021.

B. Base Salary University Merit Increases. A 1.00% merit base wage increase for the years 2018-2019, 2019-2020, and 2020-2021 contingent upon earning a 3 or higher on annual performance evaluation.

C. SUS BOG Performance Metrics Student Success Task Force. The Provost's Office and faculty members shall form a working task force to identify and implement strategies to improve student success as determined by the Performance Funding Metrics. The Provost or designee shall form a task force including an elected in-unit faculty member from each college and administrators to collaboratively work to improve student success at FAU.

23.4 Florida Atlantic University School Employees. FAUS employees shall participate in the FAUS Salary Schedule: Grandfathered and Performance.

(A) FAUS Employee Promotion Increases.

(1) Promotion increases shall be granted to FAUS employees pursuant to procedures and criteria for promotion to each rank for those promoted in 2018-2019, 2019-2020, and 2020-2021 effective upon the start of the academic year appointment upon the promotion. Permanent status and annual employees may be promoted and may receive any promotion/merit salary increase. Permanent employees having earned a 3% increase for meeting the Permanent promotional requirements prior to the establishment of the University School Accomplished Instructor designation are ineligible for an additional 3% increase; however, may be granted the Accomplished Instructor designation.

(2) These increases shall be granted in an amount equal to a specified percentage of the employee's previous years' base salary at the time of promotion to one of the ranks described below:

- 3% To achieve University School Accomplished Instructor;
- 7% To University School Assistant Professor;
- 8% To University School Associate Professor; and
- 9% To University School Professor

(B) FAUS Non-Permanent Employee Performance Salary Schedule (PSS) Increases. All eligible non-permanent status FAUS employees shall receive a 2% base salary increase in 2018-2019, 2019-2020 and 2020-2021 for achieving an overall performance rating of Highly Effective or 1.5% base salary increase for achieving an overall performance rating of Effective.

(C) FAUS Permanent Employee Grandfathered Salary Schedule (GSS) Increases. All eligible permanent status FAUS employees shall receive a 1.99% base salary increase in 2018-2019, 2019-2020, and 2020-2021 for achieving an overall performance rating of Highly Effective or 1.49% base salary increase for achieving an overall performance rating of Effective.

The increases for Permanent and Non-Permanent employees are subject to state law governing salary increases for K-12 teachers and include any applicable legislative appropriated compensation, unless the appropriated amount exceeds the amount obligated in this section.

(D) Performance and Grandfathered Salary Schedules for FAUS Employees.

(1) In accordance with 1012.22, F.S., the State requires two salary schedules: Grandfathered and Performance.

a. Grandfathered Salary Schedule.

The Grandfathered Salary Schedule (GSS) is limited to full-time (1.0 FTE) school employees who currently have and remain employed on a permanent status contract. The GSS employee base minimum starting salary is ~~\$45,500~~\$50,270. The GSS salary schedule is determined based on negotiated increases. Permanent employees on the Grandfathered Salary Schedule below the newly established minimum salary will be adjusted to ~~\$45,500~~\$50,270.

GSS employees are eligible for the annual Advanced Degree Supplement described below and those other supplements in accordance with the provisions of Article 23.4(F). Supplements are not added to or become part of the base salary.

GSS employees are eligible for promotion base salary increases in accordance with Article 14. Promotion increases shall be calculated on the base salary only, not including any supplement(s).

b. Performance Salary Schedule.

The Performance Salary Schedule (PSS) is only available to instructional personnel on an annual contract. Employees on the GSS

or with a permanent status contract are not eligible for PSS. Permanent status employees may “opt in” to the PSS by permanently forfeiting permanent status and assuming employment on an annual contract. A permanent employee may not return to the GSS or regain permanent status.

The PSS employee base minimum starting salary is \$~~47,500~~2,000. Salaries of annual employees on the Performance Salary Schedule below the newly established minimum salary will be adjusted to \$~~47,500~~2,000.

PSS employees are eligible for the annual Advanced Degree Supplement described below and those other supplements in accordance with the provisions of Article 24.3(F). Supplements are not added to or become part of the base salary

PSS employees are eligible for promotion base salary increases in accordance with Article 14. Promotion increases shall be calculated on the base salary only, not including any supplement(s).

(2) Advanced Degree Supplements.

Eligible employees may receive a single advanced degree supplement based on the highest degree earned. The supplements are not added to or become part of the base salary. The supplements are calculated as follows:

<u>Highest Degree Earned</u>	<u>Annual Supplement</u>
Masters	\$2,500.00
Double Masters	\$3,500.00
Specialist	\$3,500.00
Doctorate	\$5,000.00

(E) Joint Appointments. FAUS employees holding joint appointments with a department or unit in the University shall be eligible for any salary increases available to other part-time members of the bargaining unit in such department unit of the University, with such increases appropriately pro-rated.

(F) FAUS Supplements. FAUS employees shall receive salary supplements for approved extracurricular activities assigned by the Director under the following conditions:

- (1) The activity must involve duties that extend beyond the normal workday;
- (2) Employees shall receive a separate salary supplement for each assigned activity;

(3) The amount of the salary supplement shall be determined after consultation with the FAUS UFF representative;

(4) Salary supplements are not to be included in the base salary rate upon which future salary increases are calculated.

23.5 Report to Employees. All employees shall receive notice of their salary increase, if applicable. Upon request, an employee shall have the opportunity to consult with the person or committee which makes the initial recommendation for salary increases.

23.6 Nothing contained herein shall prevent the University from providing salary increases beyond the increases specified above. These increases are provided for market equity considerations; documented compression/inversion; verified counteroffers; increased duties and responsibilities; special achievements; and litigation/settlements. The UFF shall be given notice of any in-unit increase designated for special achievements. Any in-unit increase designated for market equity or compression/inversion shall be pursuant to an Equity Distribution Policy approved by the dean and provided to the UFF. The Equity Distribution Policy shall state the eligibility and distribution formula, and apply to all faculty in the department/school. The UFF shall have the opportunity to discuss the equity distribution policy in consultation with the President or his/her designee prior to the implementation.

23.7 Grievability. The only issues to be addressed in a grievance filed pursuant to Article 20 alleging violation of this Article are whether there is unlawful discrimination under Article 6, or whether there is an arbitrary and capricious application of the provisions of one or more Sections of this Article.

23.8 Type of Payment for Assigned Duties

(A) Duties and responsibilities assigned by the University to an employee which do not exceed the available established FTE for the position shall be compensated through the payment of Salary, not Temporary Employment, unless stated otherwise in this Agreement.

(B) Duties and responsibilities assigned by the University to an employee which are in addition to the available established FTE for the position shall be compensated through Temporary Employment, not Salary.

23.9 Increases Contingent on Receipt of New Recurring/Non-Recurring Funds. Unless the University chooses to fund the increases in Section 23.3 from other sources, in the event the University does not receive sufficient new legislative or performance funding to fund the salary increases negotiated for either 2018-2019, 2019-2020, or 2020-2021. Section 23.3 of this salary article shall become void and re-opened

for negotiations by the parties. For base increases, the annual funding must be from new recurring funds able to be expended on faculty salaries in excess of the prior year's base funding.

23.10 Faculty members on contracts or grants shall receive salary increases equivalent to similar faculty members on regular funding, provided that such salary increases are permitted by the terms of the contract or grant and adequate funds are available for this purpose in the contract or grant.