



Item: PC: A-1

**November 13, 2018**

**SUBJECT:** Ratification of 2018-21 FAU BOT/UFF Collective Bargaining Agreement

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**PROPOSED BOARD ACTION**

Approve the 2018-21 Collective Bargaining Agreement negotiated between the authorized representatives of the Florida Atlantic University Board of Trustees and the United Faculty of Florida at FAU (UFF).

**BACKGROUND INFORMATION**

The prior contract with the UFF was in effect from 2015 until June 30, 2018. The parties' bargaining representatives have been negotiating the 32 Articles in the contract since February and have reached a tentative agreement on all items. The Personnel and Compensation Committee provided guidance to the Administration's bargaining representatives throughout the bargaining process. The proposed amended agreement was ratified by the faculty union on October 29, 2018.

Highlights of substantive article amendments include:

- Article 3 - A current or former UFF-FAU President may request one additional year towards application for tenure or promotion. Commencing in the 2019-2020 academic year, full-time employees designated by the UFF to represent employees and administer the contract may receive a total of 3 units of release time in the Fall and Spring and 1 unit of release time in the Summer. Release time will be provided to no more than five members of the UFF collective bargaining team.
- Article 6 - The Office of Equity, Inclusion and Compliance is charged with investigating charges of discrimination and determining whether a violation of Regulation 5.010 occurred. However, independent of the EIC's determination, the employee may be disciplined pursuant to Article 16 if factual findings suggest the employee is incompetent or engaged in misconduct. A record of such discipline will be placed in the employee's evaluation file.
- Article 8 - Senior and University Instructors/Lecturers were added to the preference list for supplemental summer appointments. Senior and University Instructors/Lecturers

were added to the list of classifications eligible for two-to-five year fixed multi-year appointments.

- Article 9 - Chairs/Supervisors shall consider faculty rank and status for instructional assignments which should provide equitable opportunities for promotion, tenure, and multi-year appointments.
- Article 11 - Documentation regarding employee misconduct (including investigations stemming from anonymous complaints); disciplinary proceedings; and grievances are maintained in evaluation files. Only final determinations may be used in evaluations, discipline, or promotion and tenure considerations.
- Article 13 - Employees will be informed of layoffs as soon as practicable. Nine month faculty with three or more years of continuous service will be notified of layoff by September 15 for a termination date no earlier than the following spring semester.
- Article 17 - Employees who are unable to perform assigned duties due to illness/injury or pose a health risk may be required to submit to an examination by a licensed healthcare provider to opine whether the employee is able to work, unable to work, or able to work with restrictions. The restrictions recommended by the licensed healthcare provider may include behavioral adjustments that enable the employee to work and contribute to the safe, orderly and effective functioning of the University.

University Instructors, Senior Instructors, and Instructors with three years of service may utilize paid parental leave for one semester no more than once every three years.

FAUS employees may be granted one day of leave per year for emergencies or personal reasons without charge to the employee's leave balance. An additional four days of leave per year may be granted for emergencies or personal reasons which shall be taken from sick leave.

- Article 18 - The definitions of "works" and "inventions" were updated to stay abreast of technological advancements.
- Article 21 - Faculty members shall have only one campus office with exceptions for those on special assignment, administrative duties or grant/soft money. Faculty shall have access to standard office equipment and have a means to secure confidential student records.
- Article 22 - Employees who are disciplined during the application year, or are on a Personal Improvement Plan, are not eligible for sabbatical leave.
- Article 23 - Provides for a 3-year comprehensive wage increase program for faculty. The wage program will cost approximately 2%, 2% and 2% in contract years one, two and

three, respectively. All future wages are contingent upon receiving performance funding from the BOG and/or legislature. Base salary for Senior Instructors/Senior Lecturers shall be at least \$45,000 and all other standard promotion increases were maintained. A SUS BOG Metrics Student Success Task Force will be created so faculty and the Provost's Office can identify and implement strategies to improve student success as determined by the Performance Funding Metrics. FAUS teachers are eligible for up to an approximate 2%, 2% and 2% base merit wage increase based on performance. Base salary for newly hired FAUS teachers has increased to \$42,000 for teachers on the pay for performance salary schedule and increased to \$45,500 for FAUS teachers on the grandfathered salary schedule. Promotional opportunities ranging from a 3%-9% increase to the base pay have been made available to all FAUS teachers.

- Article 24 - Employees may enroll in up to six credit hours per term without tuition charges if the employee earns a grade of at least a C in undergraduate courses; a B in graduate courses; and a P in P-F graded courses. Employees may elect to allow an IRS qualified dependent child to utilize this benefit in lieu of the employee. A dependent child must enroll in a minimum of thirty credit hours in undergraduate classes per academic year, and maintain a 2.0 GPA.
- Article 26 - The Office of the Provost will administer UFF union dues payroll deductions.
- Article 30 - Creates a three-year term with no contract re-openers except by mutual agreement of the parties.
- Appendix G - Pursuant to the Exclusive Assignment Dispute Procedure, the President or his designee shall use the Umpire's decision in fashioning an appropriate remedy if the Umpire determines the assignment was imposed arbitrarily or unreasonably.

#### **IMPLEMENTATION PLAN/DATE**

Effective as stated in the Articles upon Board of Trustees approval.

#### **FISCAL IMPLICATIONS**

University UFF employees' salary increases will be funded by the FAU E&G Budget. FAUS UFF employees' salary increases will be funded by the FAUS appropriated budget. Total incremental cost for agreed upon increases are projected to be approximately \$5.2M over three years.

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Supporting Documentation: Proposed Revised Collective Bargaining Agreement Articles

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