

June 29, 2021

Mr. Mike Carrere
Chair, UBOT Collective Bargaining Committee
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Ms. Sandra Callahan

- (1) Comparison of the annual income of employment of the public employees in question with the annual income of employment maintained for the same or similar work of employees exhibiting like or similar skills under the same or similar working conditions in the local operating area involved.
- (2) Comparison of the annual income of employment of the public employees in question with the annual income of employment of public employees in similar public employee governmental bodies of comparable size within the state.
- (3) The interest and welfare of the public.
- (4) Comparison of peculiarities of employment in regard to other trades or professions, specifically with respect to:
 - (a) Hazards of employment.
 - (b) Physical qualifications.
 - (c) Educational qualifications.
 - (d) Intellectual qualifications.
 - (e) Job training and skills.
 - (f) Retirement plans.
 - (g) Sick leave.
 - (h) Job security.
- (5) Availability of funds.

Once the Special Magistrate submits his recommendations the parties have the option to accept the recommendation or reject. The Union presents this as the University did not accept the Special Magistrate's recommendation on two of the Articles in Impasse and the Union and the University could not reach a compromise the two articles out of the eight issues that went before the Special Magistrate.

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individuals that come in to provide information. What they don't state is that the Orientation Master

~~C. 2018-2019 2019-2020 Academic Year.~~

1. The University will provide a two percent (2%) _____ increase to bargaining unit employees who, as of June 30, 2018, meet all of the following criteria:

- a. ~~They do not have an overall rating of “Needs Improvement” or “Unsatisfactory” on their evaluation of record;~~
- b. ~~They have been employed by the University in an established position since on or before July 1, 2018, and continuously employed in an established position;~~
- c. ~~They do not have an open Performance Improvement Plan; and~~
- d. ~~They have not accumulated leave of absence (excluding federally mandated leave such as FMLA leave or military leave, and excluding workers’ compensation leave) greater than four (4) months (16 weeks) during the period December 1, 2016 through November 30, 2017.~~

D. Wage Adjustments.

The University shall, **upon thirty (30) day notification to the union**, retain the authority to make wage adjustments for employees for market equity, compression/inversion or other reasons **should those adjustments represent and increase to the affected employees.** **The University and the Union shall meet and confer within the thirty (30) day notification period.** Also, the University

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As the Union was negotiating for the July 1, 2019 increase (which due to the pandemic caused delay morphed also into negotiations for the 2020 increase) it is vital to examine the finances of the University of Fiscal year July 1, 2018 through June 30, 2019. The University had a budget of nearly 1.5 billion dollars with a total operating budget of 1.48 billion. The surplus resulted in a year-end balance of 914.6 million. Unrestricted net before recognition of long-term liabilities was 494 million.

The unrestricted amount was sufficient to grant the employees an increase on July 1, 2019 and thus to carry it over and budget the increase as a re-occurring expense in the subsequent budget as the surplus exposed that their expenditures were less than their budgetary needs, or a one-time bonus from the surplus. However, as testimony from Nick Trivunovich, Vice President for Business and Finance brought to light, the University does in fact use any monies carrying over from the previous fiscal year which are allocated to anticipated expenses of the next budget **but not set aside for wages though ongoing negotiations may be transpiring**. Thus it is established the availability of fund(pl)-2 (he)4 (f) Fi(-)-10 (al

Here again the Special Magistrate recognized the need of an increase for the employees. His recommendation tried to balance the uncertainty of the Universities funding going forward and the needs of the employees. His proposal was a 2.5% percent to the employees when the University

assured its funding, a 2.5 bonus retro-active to April 1, 2020 – again when the University had secured its funding, and negotiations for the fiscal year 2021 – 2022 to commence as soon as possible. *This does not represent the wishes of the Employees/Union however they whole-heartly accept the recommendation of the Special Magistrate to resolve this conflict/impasse and the University has been informed.*

The Union also requested that the University raise their starting wage to \$15.00 per hour. As the University does not live in a vacuum, the Government of Hillsborough County in which the University's Main Campus is located, the City of Tampa, also where the main campus is located, the City of St. Petersburg where the second biggest University's campus is located, have all raised their minimum starting salary to \$15.00 dollars per hour. The Tampa Bay region has started moving in that direction by both public and private employers. The citizens of Florida just voted an amendment to the State Constitution incorporating the \$15.00 dollar per hour minimum. The University must raise the minimum as required by the Constitution by 2026 to the new \$15.00 minimum. The employees feel that as employees of the University, their starting wage should retain the purchasing benefit they currently hold in the Tampa Bay Region.

The Special Magistrate also recognized an increase in the minimum wage on a more gradual rise. Again, the Employees/Union maintains that this is a reasonable compromise and accept the recommendation of the Special Magistrate.

The recommendations contained herein can be found in the Special Magistrates "Report and Recommendations" (attached). Eight items went to Impasse: the Union withdrew two items from these proceedings going forward following the recommendation's; the Union agreed to modify three items to less than the recommendation of the Special Magistrate; on one item both parties agreed to the Special Magistrate's recommendation; however on these 2 items, Article 5.2 and 21, the Union requests that the Board of Trustees accept the Special Magistrates recommendations as the recommendations represents fair and equitable solutions to and for the Employees and the University.

Respectfully Submitted,
Hector R. Ramos
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