

**STATE OF FLORIDA**  
**PUBLIC EMPLOYEES RELATIONS COMMISSION**  
4050 Esplanade Way

CASE NUMBER CA -
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Do Not Write In This Box

Tallahassee, Florida 32399-2171  
(850) 488-8641

**CHARGE AGAINST EMPLOYER**

DATE FILED
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**INSTRUCTIONS:**

Submit an original and one (1) copy of this charge to the Public Employees Relations Commission along with proof of simultaneous service upon the other parties. (NOTE: The charge must be accompanied by sworn statement(s), and where applicable, documentary evidence in support of the allegations of the charge. Such supporting evidence and documentary evidence is NOT to be attached to the charge and need not be served upon the other parties.)

The Charging Party alleges that the public employer or its agents named below have engaged in (an) unfair labor practice(s). Charging Party requests the Public Employees Relations Commission to process this charge under its proper authority.

1. NAME OF CHARGING PARTY: United Faculty of Florida

Address: 213 South Adams Street  
Tallahassee, Florida 32301-1720  
Zip Code

2. CHARGING PARTY REPRESENTATIVE: Thomas W. Brooks

Title: Attorney Phone No. (850) 878-5212

Address: Post Office Box 1547  
Tallahassee, Florida 32302-1547  
Zip Code

3. NAME OF EMPLOYER: University of Central Florida Board of Trustees

Address: 4000 Central Florida Boulevard  
Orlando, Florida 32816

4. EMPLOYER REPRESENTATIVE: W. Scott Cole

Title: General Counsel Phone No. (407) 823-2482  
Address: 4000 Central Florida Boulevard  
Orlando, Florida 32816

5. The above-named employer or its agents have engaged in (an) unfair labor practice(s) within the meaning of Section **447.501(1)(a)** and (c), Florida Statutes.  
(list sections)

6. BASIS OF CHARGE: (Specify facts, names, places, dates, etc. If more space is needed, attach additional pages.)

**PLEASE SEE ATTACHMENT.**

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I have read the charge. The statements contained therein are true to the best of my knowledge and belief. A copy of this fully executed form has been mailed or delivered to the representative(s) of the employer and any other party.

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\_\_\_\_\_  
Signature of Charging Party Representative

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC:

My Commission

expires:\_\_\_\_\_

FALSE STATEMENTS MAY RESULT IN FINE AND IMPRISONMENT  
PURSUANT TO CHAPTER 837, FLORIDA STATUTES



## ATTACHMENT

1. The United Faculty of Florida (UFF) was certified as the exclusive collective bargaining agent for the faculty and other professional employees of the University of Central Florida on April 28, 2003.

2. During the transition period between the statewide bargaining unit and establishment of the local bargaining unit, and prior to the formation of a local bargaining team, issues involving “out of cycle” pay increases (pay increases not addressed directly in the collective bargaining agreement) for bargaining unit members were handled between the Respondent’s representative and the UFF-UCF Chapter President. The Chapter President would be notified of the desired salary increase and the rationale therefore, and would respond on behalf of the UFF to Respondent’s representative. Once the bargaining team was formed and began preparing for formal negotiations, however, all matters regarding faculty compensation, including “out of cycle” pay increases, were referred to the UFF bargaining team.

3. UFF Chief Negotiator Richard Gause informed Respondent on May 30, 2003, that the UFF had selected its bargaining team and requested that a pre-bargaining meeting be scheduled to arrange for formal negotiations. On June 10, 2003, Gause spoke with Respondent’s Chief Negotiator, Frank Juge, to discuss his concern about a rumored pay increase program for the College of Business Administration.

4. Gause informed Juge that all pay increases were subject to negotiations and Juge responded on June 11, 2003, that he had talked to the Dean of the College of Business Administration and “he realizes that the issue is under discussion with the UFF. He said he understands that the issue is open as to the implementation of any rate increases.”

5. On June 12, 2003, then UFF-UCF President Ida Cook received a request from UCF Provost Whitehouse for salary adjustments in the College of Arts and Sciences. The following day, Dr. Cook informed the Provost that his request had been referred to UCF Chief Negotiator Gause because these issues were more properly handled as part of the collective bargaining negotiations. On August 12, 2003, Gause learned from Acting UFF-UCF Chapter President Dawn Trouard that the raises proposed for the College of Arts and Sciences had been approved for implementation despite the UFF’s request to bargain them in the upcoming negotiations. Gause raised his concerns about this issue with Juge on that date informing him that the UFF did not consent to the raises and in fact opposed them. Juge responded the next day stating that, although Respondent did not agree that these raises are legally blocked, they have held off on them until they have a chance to discuss them with the UFF in bargaining.

6. That same day, August 13, 2003, Gause received an email from Dr. Lin Huff-Corzine, Respondent’s Associate Chief Negotiator, stating that six individual salary increases had been implemented in the College of Arts and Sciences after receiving agreement from Cook, but as to the increases proposed for the College of Business Administration and the College of Health and

Public Affairs, “[W]e have agreed that these are systematic and therefore we are prepared to discuss these in bargaining.”

7. The initial bargaining session between the UFF and the Respondent was held on September 22, 2003. Respondent’s representatives stated that they would not be prepared to discuss salary issues for about three months and made no proposals to make any salary increases, including those proposed for the College of Arts and Sciences, the College of Business Administration and the College of Health and Public Affairs.

8. On October 7, 2003, despite numerous prior notifications by the UFF that all salary increases must be dealt with in bargaining through the UFF bargaining team, Dr. Huff-Corzine sent Acting Chapter President Dawn Trouard a letter stating that UCF Provost Hickey had decided to implement “out of cycle” salary increases totaling approximately \$288,704.00 effective November 1, 2003. A copy of this letter is attached as Exhibit A, without the attachments.

9. Dr. Trouard again informed Dr. Huff-Corzine that all salary issues were the subject of collective bargaining negotiations and should be addressed to UCF Chief Negotiator Gause rather than her.

10. On October 13, 2003, Gause hand-delivered a letter to Juge, attached as Exhibit B, reiterating the UFF’s position that all “out of cycle” salary increases were subject to negotiations and demanding to negotiate over the raises identified in Huff-Corzine’s October 7, 2003, letter.

11. Despite having been informed numerous times their concerns regarding raises and compensation should be addressed to the UFF bargaining team, not the UFF-UCF Chapter President, Huff-Corzine again wrote to Trouard on October 22, 2003, asking her to explain Gause’s October 13, 2003, letter to Juge.

12. At the fourth bargaining session on October 29, 2003, Gause questioned why the only response to his October 13, 2003, letter was from Huff-Corzine to Trouard, and again clarified that all bargaining is to take place through the bargaining team, not through the UFF-UCF Chapter or any of its officers. Respondent offered no salary proposals at that session.

13. The “out of cycle” salary increases referred to in Exhibit A were implemented unilaterally effective November 1, 2003, despite the UFF’s numerous objections and demands for bargaining.

14. Huff-Corzine has continued to address requests for “out of cycle” salary increases to Trouard despite the UFF’s repeated statements that such matters must be addressed to the UFF bargaining team in negotiations.

15. The actions described above constitute unilateral changes in the wages of bargaining unit

employees and circumvention of the UFF's designated collective bargaining representatives in violation of Section 447.501(1)(a) and (c), Florida Statutes (2003).

16. The Respondent knew, or should have known, that its actions were unlawful and the UFF is entitled to, and hereby demands, an award of attorney's fees and costs should it prevail in this matter.