

STATE OF FLORIDA
PUBLIC EMPLOYEES RELATIONS COMMISSION
4050 Esplanade Way
Tallahassee, Florida 32399-0950
(850) 488-8641

CHARGE AGAINST EMPLOYER

Do Not Write In This Box

CASE NUMBER

CA-

DATE FILED

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

Phone No. (850) 224-8220 Facsimile (Fax) No. (850) 222-1767

Address: 306 East Park Avenue
Tallahassee, Florida 32301

2. **CHARGING PARTY REPRESENTATIVE:** Thomas W. Brooks

Title: Attorney

Phone No. (850) 878-5212 Facsimile (Fax) No. (850) 656-6750

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

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

Address: 4000 Central Florida Boulevard
Orlando, Florida 32816

4. **EMPLOYER REPRESENTATIVE:** Michael Mattimore

Title: Attorney

Phone No. (850) 561-3503 Facsimile (Fax) No. (850) 561-0332

Address: 906 North Monroe Street
Tallahassee, Florida 32303

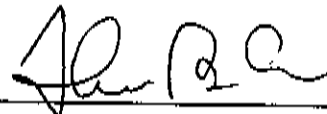
5. The above-named employer or its agents have engaged in (an) unfair labor practice(s) within the meaning of Section 447.501(1)(a) and (c), Florida Statutes.

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RELATIONS COMMISSION

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

PLEASE SEE ATTACHMENT

I have read the charge. The statements contained therein are supported by the sworn affidavits and other evidence submitted with the charge. A copy of this fully executed form has been mailed or delivered to the representative(s) of the employer and any other party.



Signature of Charging Party Representative

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

ATTACHMENT

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1. The UFF is certified as the exclusive collective bargaining agent for faculty and other professional employees of Respondent under certification number 1391.
2. The UFF and Respondent thereafter negotiated and ratified a collective bargaining agreement effective from December 2, 2004, through June 30, 2007.
3. Article 23, Salaries, of this agreement, as modified by the supplement to the 2004-07 agreement for the 2006-07 academic year, provides in Section 23.7, Administrative Discretionary Increases:

Administrative Discretion Increases. The University may provide Administrative Increases up to 1.00 percent (1.0%) of the total salary rate of employees who are in an employment relationship with the University on May 6, 2006. Any Administrative Discretion Increase provided to contract and grant (C&G) employees, any court-ordered or court-approved salary increase or any salary increase to settle a legitimate, broad-based employment dispute shall not be subject to the terms and limitations of this Section.

(a) The University may provide Administrative Discretion Increases for verified written offers of employment, special achievements, compression and inversion, equity and market equity considerations, and similar special situations, to employees in the bargaining unit

(b) UFF Notification. At least 14 days prior to the effective date of any Administrative Discretionary Increase, and no later than August 7, 2007, the University shall provide to the UFF a written notification of the increase which states the name of the employee, the rank and discipline of the employee, the amount of the increase, and the reason for the increase. In addition, on or before October 9 of each year, the University shall provide UFF with a comprehensive list of all Administrative Discretion Increases granted during the previous contract year which states, for each increase, the information required in the individual notifications.

(c) The University notification to UFF of an Administrative Discretion Increase shall be provided simultaneously to the employee.

4. The above-quoted Section 23.7 constitutes a partial waiver by the UFF of its right to require collective bargaining over the determination of the wages of employees included in the bargaining unit only for the term of the 2004-07 agreement.
5. Because Section 23.7 is a waiver provision, it is a permissive subject of bargaining that does not survive the expiration of the 2004-2007 agreement as part of the *status quo*.
6. The UFF and Respondent entered into negotiations for a successor collective bargaining agreement in November, 2006, and are still in such negotiations.

7. The UFF has maintained in the negotiations for a successor agreement that Respondent does not have the authority to make unilateral salary adjustments under Section 23.7 of the 2004-2007 agreement after its expiration on August 31, 2007.
8. Respondent, through its representative Dr. Lynn Huff-Corzine, has taken the position that all provisions of the expired 2004-2007 agreement, including Section 23.7, remain in effect until the completion of negotiations for a successor agreement as the *status quo*.
9. Thereafter, based upon this position, Respondent has continued to make unilateral salary adjustments under Section 23.7 of Article 23 of the expired 2004-2007 agreement.
10. By the actions described above, Respondent has violated Sections 447.501(1)(a) and (c), Florida Statutes (2007).
11. Respondent knew, or should have known, based upon well established Commission precedent that the above-described actions were unlawful, and the UFF is therefore entitled to, and hereby demands, an award of attorney's fees and costs should it prevail in this matter.