

Notice: Proposed 2014-2017 UFF-UNF and UNF-BOT Collective Bargaining Agreement

Ratification will take place **Wednesday April 8th and Thursday April 9th from 9:00 am – 5:00 pm** in the first floor conference room of the Biological Sciences Building (59/1001). All faculty are eligible to vote “yes” or “no” on this proposed agreement, whether UFF members or not and regardless of hire date. The votes will be tallied at 5:10 each day in the same room.

It’s official: we have come to formal agreement with the university administration’s bargaining team on a new Collective Bargaining Agreement (CBA). After many months of hard work, research, collection of experiences and inequities among the faculty, we are ready to present a three-year CBA to all UNF faculty for ratification. UFF encourages a strong “yes” vote.

The proposed package includes:

- A 4% retroactive pay increase for all faculty employed as of June 2014 (retroactive to September 2014);
 - Additional Compression / Inversion / Depression raises to about 298 out of 436 faculty.
- A first-ever system for promotions for Instructors and Lecturers, parallel to the existing promotion system for tenure-track faculty, and fully implemented starting fall 2017. This will be a three-tier system with 12.5% raises upon each promotion.
- No changes to Intellectual Property, including to faculty’s ownership of on-line teaching material.
- Departmental By-Laws are eliminated and replaced by Guidelines. The Guidelines are narrower, including only those criteria expected for evaluations and promotions.
- A new Evaluation system.

Prior to ratification, we will also be holding a series of informational meetings to explain the new CBA to faculty and to answer any questions you may have.

CBA Information sessions with your UFF faculty team members will take place:

Tues March 31st 1 to 3 pm COEHS Deans room

Wed April 1st 1 to 3 pm Starbucks near the library on campus.

This is YOUR contract! Please come and learn about your contract, the process, and voice any concerns or ideas you have.

We encourage you to examine the new contract and the associated documents we created to explain various facets therein (UNF-UFF.org/contract). Attached please find what has been reviewed by both parties. Some of the key final articles will be reviewed this weekend and we will provide the full draft CBA when it's ready.

Members of the bargaining teams (ours and the administration's) trust that the new CBA will appeal to the vast majority of our faculty. We realize, however, that no contract can address all of the seemingly countless issues unique to specific faculty in specific departments—especially with limited funds from which to work. Nonetheless, the new CBA goes a long way in addressing faculty members' most pressing needs and concerns while also delivering much needed raises for faculty.

Your faculty team has taken great strides on behalf of our faculty and will continue working hard to ensure that UNF is and remains a wonderful place to work.

We have provided a summary of each article below.

Sincerely,

John White, UFF President

Summary of articles and overview of proposed changes

Preamble

Summary: States that the Collective Bargaining Agreement is meant to promote the quality of education at UNF.

Changes: none

Article 1 – Titles and Headings

Summary: Titles and headings in the contract do not control the meaning of the following section.

Changes: none

Article 2 – Recognition

Summary: UFF is the exclusive representative for bargaining the contract on terms and conditions of employment of all in-unit faculty. The Administration may create or reclassify faculty positions as needed, but must notify UFF.

Changes: none

Article 3—Management Rights

Summary: Expresses the rights of the UNF Board of Trustees and the University under state law to govern and manage the university, limited by this Collective Bargaining Agreement. This article includes a section that permits additional wages in the form of stipends or awards.

Changes: The section that permits additional wages in the form of stipends or awards was moved to the Salary Increases and Salary Payments article (Article 28).

Article 4—UFF Rights

Summary: This article covers United Faculty of Florida use of facilities, communications, leaves of absences, and released time and faculty orientations.

Changes: There are no substantial changes to this article.

Article 5 – Payroll Deduction

Summary: Covers deductions, including signing up for UFF deductions, timing, remittance and termination of deductions.

Changes: none

Article 6 – Consultation Between the University and the UFF

Summary: Provides for consultation upon request by either the University Administration or UFF to discuss matters pertinent to the implementation or administration of this Agreement, University Administration actions affecting terms and conditions of employment, or any mutually agreeable matter.

Changes: This article was re-organized into one paragraph instead of many sections, but not substantially changed.

Article 7—Maintenance of Benefits

Summary: the established rights and benefits under this Collective Bargaining Agreement cannot be changed without negotiations.

Changes: none

Article 8—UNF Rules and Policies

Summary: In advance of policy changes, the University Administration will notify UFF of such changes. If there are inconsistencies between University policy and this Collective Bargaining Agreement, such policies do not apply to faculty in the UFF bargaining unit. UFF can engage in collective bargaining should any policy be enacted that impacts terms and conditions of employment.

Changes: none

Article 9 – ~~By-Laws Governing Terms and Conditions of Employment~~

Guidelines For Application Of University Criteria

Summary: Describes the process by which departments develop discipline-specific provisions (previously called “By-Laws”) for faculty travel, summer appointments, annual evaluations, tenure, and promotion.

Changes: This article replaces “By-Laws” with “Guidelines.” Departments will no longer have By-Laws and will need to develop and get approval for new Guidelines for

evaluations, tenure, and promotion to replace any existing By-Laws. The process for development and approval of Guidelines are more streamlined than the previous By-Laws process, but would be legally binding as part of the Collective Bargaining Agreement.

Article 10 – Academic Freedom and Responsibility:

Summary: Protects the rights of faculty to engage in research on, and discuss in class or through instructional material, any topic of interest. Holds faculty accountable to intellectual honesty and civil decorum during academic pursuits. Holds Administration responsible for protecting the environment for academic freedoms at UNF.

Changes: Adds procedures for grade changes, with Chairs and Deans prohibited from unilaterally changing a student’s course grade. If there is no resolution at the Chair or Dean level that is satisfactory to the faculty member and the student, the case is heard by the University Academic Appeals Committee, which makes a recommendation to the Provost. Either the faculty member or the student may appeal the Provost’s decision to the President, whose decision is final.

In describing disruptive conduct, changed that faculty shall “refrain from engaging in a pattern of behavior” to “refrain from engaging in either a pattern of behavior, or a single egregious instance of behavior”.

Added that faculty and Administration are expected to treat all others at UNF in a “civil” manner.

Article 11 – Nondiscrimination, equal opportunity, and diversity

Summary: Establishes that discrimination is not permitted at UNF, so that all in the University community work in a safe and equitable environment. Defines sexual misconduct, harassment, and amorous relations.

Changes: URL links to current University policies were added.

Article 12 – Appointment

Summary: Describes hiring authority and contracts for assigning all faculty.

Changes: Added to the authority of the President the right to waive the Faculty Search Committee “for diversity purposes, or when the University is presented with an unusual or unique appointment opportunity to appoint an exceptional person” for 4 faculty hires over each 3 years.

Added to the non-discrimination statement sex, gender identity/expression, sexual orientations, and religion.

Added limitations of renewal of Visiting appointments to a maximum of three years, only under specific circumstances.

Article 13 – Non-Reappointment and Resignations

Summary: This article addresses issues regarding non-reappointment of faculty and faculty resignations.

Change: An addition has been made to 13.3 to clarify that, in the case of non-reappointment, the decision itself is not subject to the grievance procedure (a faculty member may grieve if there is evidence that notice and process for Non-reappointment were not properly applied).

Article 14 – Assignment of Responsibilities

Summary: This article describes how faculty are assigned teaching duties, including fall / spring course assignments, office hours, and overloads. In addition, the article outlines the provisions related to the use of instructional technology and related resources.

Changes: Establishes the right of the university to develop procedures for banking credits toward a course release. Credits may be accrued for serving on Honors or Graduate Committees, directing Independent Study, other services that provide educational opportunities outside the classroom, and other activities.

Clarified that the primary rationale for teaching assignments is the curricular needs of a department or program.

Financial compensation for overload assignments shall be at least \$2000 per credit hour.

Article 15 – Office Space and Safe Conditions

Summary: This article summarizes the rights and responsibilities of the faculty and University with regard to providing office space for faculty and the procedures regarding reporting and investigation of a report of unsafe conditions at the University.

Changes: None

Article 16 – Travel

Summary: Provides procedures for professional travel.

Changes: The distribution of travel funds within a department is no longer covered by By-Laws. Funds “shall be allocated in a fair and equitable manner.”

Article 17 – Summer Appointments and Assignments

Summary: Describes the process for assigning summer courses to faculty members. Indicates that every faculty member who wishes to teach in the summer is guaranteed to be assigned one (1) summer course that meets departmental and curricular needs.

Changes: Summer office hours are increased from two (2) office hours to two (2) hours for the first course and one (1) office hour added for each additional course up to a maximum of five (5) office hours. Language was added to clarify what happens when a course does not make enrollment (i.e., reassign a course assigned to an adjunct or faculty member given first priority the next summer). Language was added regarding the process to be followed if there are second or third courses available for assignment to in-unit faculty (i.e., those faculty who have taught the least in the previous three summers ranked first, ties are broken first by seniority, then years in rank, then years at UNF).

Article 18 – Performance Evaluations

Summary: Outlines the procedures and criteria by which faculty will be evaluated on an annual basis for their assigned responsibilities. The criteria in this article are intended to serve as a model that can be clarified via discipline-specific provisions (previously By-Laws, now Guidelines in Article 9) developed by departments.

Changes: The evaluation categories changed from exemplary, above satisfactory, satisfactory, below satisfactory and unsatisfactory to Meets Expectations, Exceeds Expectations, Far Exceeds Expectations, Below Expectations, and Unsatisfactory. Whereas the rating structure (i.e., criteria that may account for the various rating categories) were previously in Appendix H (Model By-Laws), those are now included in this article and have been revised from what was previously in Appendix H.

A category for sustained performance evaluation has been added which specifies that if a tenured faculty member receives two (2) or more ratings in a given category across a five (5) year period that falls below Meets Expectations, a performance improvement plan will be developed by the faculty member and Chairperson.

Article 19 – Tenure

Summary: The article describes the eligibility, application, and decision process for tenure.

Changes: Reference to department By-Laws has been replaced by reference to Article 9, Guidelines for Application of University Criteria (as with the rest of the contract).

Descriptions of the criteria required to attain promotion have been moved to Article 9 (Guidelines).

In describing disruptive conduct, changed that faculty shall “refrain from engaging in a pattern of behavior” to “refrain from engaging in either a pattern of behavior, or a single egregious instance of behavior” (as in Article 10 – Academic Freedom).

Chairs are no longer responsible for informing faculty when they are eligible to apply for tenure.

The Chair’s letter of evaluation on the candidate includes a vote of the tenured faculty who did not serve of the Department’s promotion and tenure committee. The procedures for this process have been clarified.

If an electronic voting procedure is developed that is acceptable to both the Administration and UFF, it may be used for voting in elections to the University Promotion and Tenure Committee.

Article 20 – Promotions for tenured and tenure-earning faculty

Summary: The article describes the eligibility, application, and decision process for promotions of tenure-track faculty.

Changes: Reference to department By-Laws has been replaced by reference to Article 9, Guidelines for Application of University Criteria (as with the rest of the contract).

Added that an evaluation of Meets Expectations (which has replaced Satisfactory in the annual evaluation rankings in Article 18) does not necessarily reflect adequate progress toward tenure.

Descriptions of the criteria required to attain promotion have been moved to Article 9 (Guidelines).

In describing disruptive conduct, changed that faculty shall “refrain from engaging in a pattern of behavior” to “refrain from engaging in either a pattern of behavior, or a single egregious instance of behavior” (as in Article 10 – Academic Freedom).

Instead of merely referring to Article 19 (Tenure), Article 20 now describes in detail the composition and handling of the dossier, as well as the procedures for decisions by committees and administrators. All of these are nearly identical to those already in Article 19 for tenure.

Article 21 – Promotions for Library Faculty

Summary: This article provides the policies and procedures for the promotion of Library faculty.

Changes: This article has been updated to take into account the changes to Article 9, which now deals with departmental guidelines rather than By-Laws. Also, because the Librarians have very different assignments with regard to performance evaluations (Article 18), a special provision in Article 9 (Guidelines) has been included that allows the portion of their approved By-Laws governing evaluations to remain in effect until this can be properly addressed in collective bargaining (library evaluations can be re-opened as one item). The By-Laws referring to librarian evaluations are duplicated in Appendix H with forms included.

Article 22 – Promotions ~~Titles~~ for Instructors and Lecturers

Summary: This article presently allows for \$2000 increase in base pay after a faculty member completes 8 years of service.

Changes: This is a complete rewrite of this article and now outlines the policies and procedures regarding promotions for non-tenure track permanent faculty. The one-time \$2000 increase would be replaced by a promotion track.

Highlights:

1. It provides for a 3 tier promotion process for Instructors and Lecturers.
2. The process is quite similar to the one for tenure-track faculty.
3. Eligibility for promotion requires the same number of years of service as tenured faculty and librarians
4. Raises upon promotion are 12.5% of base salary, the same as tenured faculty and librarians.
5. There is no penalty for an Instructor's or Lecturer's unsuccessful bid for promotion.

6. Promotion committees at both the departmental and university level include both Tenured and Non-tenure track faculty. Of course, during the early part of the phase-in period there will be no Associate or University Instructors or Lecturers to fill the allotted positions and tenured faculty will fill them during this phase-in period.

7. There will be a 3 year phase-in period for eligible faculty based on original hire date as a permanent faculty Instructor or Lecturer.

Article 23 – Leaves

Summary: This article outlines the rights of faculty regarding various leaves of absence, including those related to FMLA, sick leave, leave without pay, jury duty, etc.

Changes: The sections on FMLA have been clarified to be consistent with law. A section regarding transfer of sick leave credit from other SUS institutions has been eliminated because it was inconsistent with current practice.

Article 24 – Sabbaticals and Professional Development Leaves

Summary: This article summarizes the rights and responsibilities of the faculty and University with regarding Sabbaticals and Professional Development Leaves

Changes: The necessary elements required in the application have been clarified and modified in the article for both Sabbaticals and Professional Development Leaves. The application forms contained in the Appendices have been updated to reflect the changes made in the article.

For Professional Development Leaves: The number of leaves provided annually has been reduced from 1 per 20 eligible faculty to 1 per 30 eligible faculty. The eligibility requirement regarding years of service has been increased from 3 years to 6 years, bringing it in line with the requirement for sabbatical leaves. A Professional Development Leave application was developed and included in the appendices.

Article 25 – Intellectual Property

Summary: This article clarifies the rights of faculty and the University to teaching materials and products of scholarship. Faculty control all materials for teaching. Describes rules regarding rights and responsibilities for the use of materials developed by others (releases for instructional technology are in Article 14). Faculty control all products of scholarship that are intended for academic publication or display. The

University has rights to any research products it deems to have commercial value, such as patented items; faculty can share in the financial proceeds of research products.

Changes: None

Article 26 – Conflict of Interest / Outside Activity

Summary: This article outlines the policies that are used to regulate faculty member's engagement in outside employment, including provisions regarding conflict of interest, reporting, and the use of university resources.

Changes: None.

Article 27 – Other Rights and Responsibilities

Summary: Outlines the constitutional rights of faculty members, that postal services related to assigned duties shall be paid for by the University, and summarizes limitations on personal liability.

Changes: None.

Article 28 – Salary increases and salary payments

Summary: Describes how raises are allocated, and provides the option for paying 9-month faculty across 12-months. This article is re-opened each year.

Changes:

All raises are based on a faculty member's salary as of June 30, 2014, and are retroactive to September 27, 2014.

A 4% across-the-board raise is provided. Raises listed below are in addition to this.

The main objective this year was to fix **internal** salary problems, namely compression and inversion. While there is also the **external** problem of UNF faculty salaries being below market (i.e., lower than peer institutions), there were insufficient funds this year to address both issues. Both the Administrative team and the UFF team agreed to focus on compression this year. The UFF team plans to address market in the near future, and we hope the Administrative team does as well. Compression for tenure-track faculty was defined as making less than 112.5% of department colleagues at the rank immediately below. Compression for non-tenure track faculty was defined as making

less than \$2000 more than department colleagues at the rank immediately below (per 9 months). Both of these reflect the raises upon achieving a higher rank. While the final raises did not eliminate compression on campus, they went a long way towards ameliorating the problem. Please see information on each department's median salaries for each rank on the UFF website.

Assistant Professors in 12 low-paid departments get raises so that the median salary of Assistant Professors in each department is \$56,800.

Assistant Professors in Nursing and all Librarians get raises to move their salaries closer to market norms.

Article 29 – Benefits

Summary: This article outlines retirement and other benefits including free university courses for faculty, employee assistance programs, pre-tax benefits program, and parking reimbursement with the transportation stipend.

Changes: None.

Article 30 – Disciplinary Action and Job Abandonment

Summary: Outlines the procedures used in progressive disciplinary action with just cause for faculty members.

Changes: The number of days the faculty member is to have considered abandoned his/her job has been reduced from 12 to 7 consecutive days. The line: "Authorization shall not be unreasonably withheld" was added.

Article 31

Summary: Outlines the procedure to be followed for filing a grievance and for seeking arbitration (when a grievance decision may be appealed outside the university by a neutral third-party). Grievances are only relative to and can only be filed for violations of the collective bargaining agreement (CBA).

Changes: Some of the timelines have changed regarding the stages of grievances in order to reduce the overall time the entire process can take.

The procedure for selecting an outside neutral arbitrator has changed (s/he must be chosen from a panel from the Federal Mediation and Conciliation Service).

Clerical errors regarding a faculty member's salary can be corrected by an Arbitrator from the time when the error occurred (it is not barred from consideration under the Retroactivity section).

Article 32 – Access to Documents

Summary: Outlines the procedures for the University Administration making documents available that are necessary for UFF to carry out grievances and other provisions of the CBA as well as documents that inform UFF of meetings and policy changes (including those of the Board of Trustees) that have a bearing on the terms and conditions of employment .

Changes: None.

Article 33 – Layoff and Recall

Summary: This article defines and outlines procedures regarding layoffs deemed necessary by the University and the rights of the faculty with regard to such layoffs.

Changes: No substantive changes were made to this article. Two corrections in sentence structure were made.

Article 34 – Totality of Agreement

Summary: This article acknowledges that UFF and the Administration had the opportunity to present proposals on all matters in this agreement that are subject to collective bargaining.

Changes: Language was eliminated that implied that the University could make changes to terms and conditions of employment if it bargained the "impact" of such change (striking this language means we defer to state law whereby the CBA is legally binding and no changes can be made to terms and conditions of employment without negotiations and ratification). Language was also eliminated that allowed for changes or modifications to be made to this agreement at any time without ratification by the faculty. These were waivers of faculty rights to collectively bargain and to vote "yes" or "no" on the entire CBA.

Article 35 – Severability

Summary: This article speaks to the process when a provision of the Collective Bargaining Agreement is found to be invalid. The remainder of the CBA remains in effect, even if there are parts rendered invalid and negotiations on replacement

provisions can be requested by either party under state law. Legislative lobbying or attempting to influence or support changes that would impact this agreement.

Changes: Most of the language was eliminated because it was either redundant or contradicted state law. The new article negotiated only speaks to when a provision is “expressly rendered invalid;” if a clause is rendered invalid, that provision is “severed” from the full Collective Bargaining Agreement and the rest of the CBA remains in force.

Article 36 – Definitions (formerly Article 37 – Definitions)

Summary: defined the terminology used in the collective bargaining agreement.

Changes: the definitions of “department” and “chair” were extended to include academic schools and academic school’s director, respectively.

Article 37 – Duration (formerly Article 36 – Amendment and Duration)

Summary: Establishes how long this version of the Collective Bargaining Agreement (CBA) will be in effect.

Changes: This version of the CBA shall remain in effect until June 30, 2017. During each of the remaining years of the contract (2015 and 2016), the salary article shall be renegotiated, as well as up to three articles chosen by each team (i.e., the Administration team and the UFF team). The CBA is not retroactive to dates prior to ratification, except that salary payments are expressly retroactive to September 2014.

Appendices

There are numerous Appendices that correspond to certain articles and aspects of the Collective Bargaining Agreement. Some of these were changed to reflect changes to the main article or for stylistic reasons.