

ARTICLE 4

UFF RIGHTS

WHAT CHANGES ARE PROPOSED

- Adjusts deadlines for notifying AA of UFF related course releases to better match with our election cycle.
- Adjusts the number of UFF related releases for faculty work involved in contract negotiation and enforcement.
- Adjusts the summer pay for UFF related work involved in contract negotiation and enforcement to typical summer course pay rates.

WHY THE CHANGES ARE IMPORTANT

- As the number of faculty have increased, the responsibilities associated with collective bargaining and enforcement have increased, requiring more faculty support.
- In order to best represent faculty members in bargaining the contract, the UFF finds it necessary to maintain a bargaining team of 5 faculty members (compares to BOT team size of 6-7 members including two attorneys, one of which is hired outside counsel). The team meets weekly and engages in faculty surveys, research, contract proposal development, collaboration with bargaining team members from other SUS institutions, contract negotiations, and consultations regarding contract enforcement, and regular updates regarding bargaining to the UFF council and in-unit faculty.
- In order to maintain necessary support for contract enforcement and negotiation during the summer, compensation commensurate with typical summer pay is sought for faculty members to devote their time to these endeavors.

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4.1 Use of Facilities and Services.

- (a) As the certified faculty bargaining agent, the UFF shall be provided an appropriate campus office with a lock. The office shall be equipped with a computer, standard campus software, a printer, a telephone for local access calling (no long distance service provided), access to the Internet, a desk with chair, two side chairs, and two file cabinets.
- (b) The UFF shall have the right to the use of University facilities and services on terms no less favorable than other groups on campus, including the Faculty Association.

4.2 Communications.

- (a) The UFF shall have the right to post notices on bulletin boards on campus where other notices regarding personnel and/or faculty activities are posted. All such postings shall bear the date of posting, and may be removed by the University Administration after having been posted for a period of thirty (30) days.
- (b) The UFF shall have the right to use the University's campus mail and e-mail systems (including use of the "all-faculty" group) to fulfill its statutory responsibilities under Chapter 447, Part II, Florida Statutes.
- (c) The University Administration shall maintain a link for the UFF chapter on the Faculty/Staff page of the University website.
- (d) The University Administration shall maintain a link for the UNF/UFF Contract at any location where the Faculty Handbook is listed on the University Website. Documentation referencing the UNF/UFF contract shall link to the current contract.
- (e) The University Administration shall allow UFF to set up a discussion forum on ~~UNF Blackboard (electronic bulletin board)~~; UNF's learning management system provided that UFF shall be responsible for administering the UFF forum; and that access to the UFF forum shall be limited to in-unit faculty members.

4.3 Leave of Absence – Union Activity.

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- 31 (a) At the written request of UFF no later than ~~March 1~~ April 1 for the next summer
32 term and for the next academic year, a full-time or part-time leave of absence
33 shall be granted to the faculty members designated by UFF provided that such
34 leave does not adversely impact the department's ability to offer the necessary
35 courses or meet other programmatic or student needs. If such request is denied,
36 the University Administration shall provide the UFF the reasons for such denial
37 no later than April 15.
- 38 (b) No more than one faculty member per department shall be granted leave at any
39 one time under the provisions of this Article, unless the University Administration
40 and the UFF agree otherwise.
- 41 (c) The UFF shall reimburse the University Administration for the salary and benefits
42 of the faculty members approved for leave granted under the provisions of this
43 Article.
- 44 (d) A faculty member on such leave shall not be evaluated for this activity and the
45 University Administration shall not take reprisals against a faculty member for
46 taking such leave.
- 47 (e) Salary increases. Upon return from such leave of absence, the University
48 Administration will adjust the salary of a faculty member who was on full-time
49 leave so that it includes any across-the-board, guaranteed minimum, ~~or market~~
50 ~~equity/compression/inversion~~ and all salary increases that were applicable to
51 bargaining unit faculty during the full-time leave of absence. Faculty members
52 who are on part-time leaves of absence shall receive applicable salary increases at
53 the time they become effective.
- 54 (f) The Board of Trustees and the University Administration shall not be liable for
55 the acts or omissions of any faculty member granted leave under this Section and
56 the UFF shall hold the University Administration and Board of Trustees harmless
57 for any such acts or omissions, including the costs of defending against such
58 claims.

59 4.4 Release Time.

- 60 (a) Fall and Spring Semester:
61 Each semester (Fall and Spring) the Board of Trustees and the University
62 Administration shall provide release time to full-time faculty members designated
63 by the UFF for the purpose of carrying out the UFF's obligations in representing
64 faculty and administering this Agreement, on the following schedule:
65
1. Fall Semester: ~~3 units~~ 4 units

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100 (2) The parties will endeavor to complete collective bargaining negotiations
101 during the semester in which they begin. In those years when the parties
102 have been delayed in completing collective bargaining negotiations, but
103 are making reasonable progress toward completion, the UFF may
104 designate ~~two~~ five additional semester release assignments for the
105 succeeding term.

106 (d e) Salary increases while on Release Time.

107 (1) Faculty members on release time shall receive any across the board,
108 guaranteed minimum, ~~or market equity/compression/inversion~~ and all
109 salary increases on the same basis as other faculty members. This section
110 shall not be construed to limit a faculty member on release time from
111 earning a merit increase if the faculty member otherwise met the eligibility
112 requirements for merit increases. In evaluating whether a faculty member
113 on release time is eligible for a merit increase, the merit score will still be
114 computed by weighting the teaching component by the appropriate
115 percentage as listed in Article 28 regarding Salaries. The fact that the
116 faculty member had a reduced teaching load will not be used as a basis for
117 reducing the points assigned for the teaching component of the faculty
118 member's merit score.

119 (2) Release time activities shall not be evaluated, but such activities shall be
120 considered university service and the University Administration shall not
121 take reprisals against any faculty member for using release time.

122 (e) The UFF may designate faculty to receive release time during the academic year,
123 and Summer Term provided that:

124 (1) In departments with ten (10) or fewer faculty members, no more than one
125 (1) unit of release time shall be assigned, unless agreed to by the
126 department supervisor.

127 (2) The UFF shall provide the University Administration with a list of
128 designees for the next academic year no later than ~~April~~ May 1. Upon
129 approval of the designees by the University Administration, the designees
130 shall receive the release time for one (1) academic year, unless the
131 University Administration is notified of a substitute for the Spring
132 semester. Substitutions for the Spring semester shall be made upon
133 written notification submitted by the UFF to the University Administration
134 no later than November 15. The UFF shall provide the University
135 Administration with a list of requested designees for Summer Release
136 Time no later than ~~April~~ May 1 of the academic year preceding the

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- 137 summer term.
- 138 (f) Faculty members on release time shall retain all rights and responsibilities as
139 other faculty, but shall not be considered representatives of the Board of Trustees
140 or the University Administration for any activities undertaken on behalf of the
141 UFF. The UFF agrees to hold the University Administration and the Board of
142 Trustees harmless for any claims arising from such activities, including the cost of
143 defending against such claims.
- 144 4.5 Faculty Orientations.
- 145 (a) Human Resources Orientation. UFF shall be included in the Human Resources
146 orientation for new faculty and shall be permitted to make a presentation of
147 reasonable length at that orientation. UFF shall be permitted to have a packet of
148 printed material included in the packets provided to the new faculty at the Human
149 Resources orientation.
- 150 (b) Academic Affairs Orientation. UFF shall be invited to have a representative
151 present at the Academic Affairs orientation for new faculty. UFF shall be
152 permitted to have a packet of printed material included in the packets provided to
153 new faculty at the Academic Affairs orientation.