

United Faculty of Florida: FAU

RATIFICATION BULLETIN FAU/UFF-BOT 2009-2012

Vote on Your 2009-2012 Collective Bargaining Agreement by October 13, 2010.

The FAU United Faculty of Florida and the FAU Board of Trustees negotiators reached tentative agreement on a new Collective Bargaining Agreement (CBA) on September 14, 2010. **All faculty and professional employees in the bargaining unit are eligible to vote on acceptance or rejection of the new CBA by October 13, 2010.**

If you vote “yes” to ratify, the proposed Agreement revisions will take effect immediately. If you vote “no,” negotiators must return to the bargaining table to renegotiate an agreement which is satisfactory to you. Although we wish that raises in our salaries (Article 23) were more sufficient in order to catch up with state and national inequities, we consider this a step in the right direction and the UFF bargaining team and executive officers recommend that you **vote “yes” on the revisions to the CBA.** A large faculty vote will convey to the Board of Trustees that we, the faculty, are seriously interested in our professional futures.

All votes will be counted publicly on October 13, at 11:00 am in General Classroom South, Room 229B, on the Boca campus.

Much of our past Agreement has remained in place. Many articles in the agreement have been rewritten for brevity and clarity. A summary of the proposed changes in the Agreement is included below. Full text of the new Contract is available on line at <http://www.uff-fau.org/?p=3622>.

MAIL BALLOT (Must be received by (October 13, 2010)
(FAU UFF-BOT Collective Bargaining Agreement 2009-2012)

DO YOU WISH TO RATIFY THE PROPOSED AGREEMENT?
YES **NO**

You will receive a paper copy of this ballot and return envelopes via campus mail shortly. However, if you wish to vote at this time please follow these instructions to ensure confidentiality and validity. (If you choose to vote at this time please discard the physical ballot you receive in campus mail.)

1. Print out ballot
2. Mark ballot
3. Place ballot in a plain, unmarked envelope and seal it.
4. DO NOT WRITE OR MARK ON THE PLAIN ENVELOPE
5. Put this plain envelope inside a second, outer envelope and seal it.
6. Sign the back flap of the outer envelope; **print your name** on the front upper left corner.
7. Place the envelope in campus mail and address to: Jim Tracy, School of Communication, GCS259, Boca Campus.

Summary of significant changes in the proposed Agreement

Article 23 SALARIES Employees should not expect to receive raises until the contract has been ratified by the members of UFF-FAU and the FAU-BOT.

2009-2010: No increases.

2010-2011: The agreement provides funds equal to 3% of the total salary of bargaining unit employees for a salary increase for the 2010-11 academic year. The increases will be retroactive to August 11, 2010.

Raises will be broken down as follows: 1% will be retention (across the board) for all bargaining unit employees. Of the remaining funds, in the case of faculty employees, 1% is allocated for market equity adjustments and 1% will be allocated for merit increases. A&P employees will get a 2% merit increase, and University school employees can expect to receive 2% for merit increases and an additional \$21,500 for market equity adjustments.

Available Market Equity will be distributed by an elected faculty committee (who are eligible for market equity funds), and the criteria they use will be made available to faculty before the funds are distributed. Merit increases will be awarded according to the established criteria in the department, school, or unit.

2011-2012: To be negotiated Spring 2011

Article 6 Nondiscrimination

After many years of bargaining for this change, sexual orientation has finally been added to the "...shall not discriminate against any faculty member based on..." list in 6.2 (a)(2).

Article 8 Appointment

Under Supplemental Summer Appointments, 8.4(b), there are many wording changes and rearrangements. The substantive changes include (1) clarifying the right of the administration to assign courses as they wish after bargaining unit faculty willing to teach are given one course---but subject to written criteria, and (2) to allow deans to set compensation at a reduced rate for additional courses beyond 6 credit hours.

Articles 9 Assignment of Responsibilities

The statement that responsibilities beyond those related to assigned courses, such as thesis/dissertation supervision, directed independent studies, supervision of research teaching and interns, as well as other research and service activities, may be assigned during the summer term for additional compensations has been moved from Article 8 to 9.5(a) where it is more transparent.

Article 13 Layoff

A single point person, the Provost, will be responsible for layoffs and layoff unit designation. UFF will be provided notice identifying the layoff unit and reasons for the

layoff 30 days prior to notifying employees. Phased retirees may be laid off before tenured employees but may not be laid off if there are employees with less than or equal to 5 years service in unit. Employees rejecting an offer of “appropriate alternative/equivalent employment” shall not receive further consideration or benefits included in this article. Nine-month faculty should receive notice by September 15th for a termination date of the end of the following spring, where circumstances permit. The University must demonstrate that circumstances do not permit if shorter notice is given. (See Article 20.4)

Article 15 Tenure and Permanent Status

If an employee fails to apply for tenure before or during the sixth year of tenure-earning service (including tenure credit granted at the time of hiring), the employee’s employment will terminate at the end of the seventh year of service.

Article 16 Disciplinary Action and Job Abandonment

Notice no longer requires written documentation of receipt. Job abandonment is now defined as absence without authorized leave for seven (from ten) or more calendar days unless the absence is for reasons beyond the employee’s control and the employee notifies the University as soon as practicable. When the University receives notification of misconduct in the classroom, a chair/supervisor or other University representative may conduct unannounced observation/visitation for purposes of investigating the allegations.

Article 17 Leaves

The use of accrued leave during a period of leave without pay for medical reasons shall be approved for up to six months if appropriate medical documentation is provided. Employees on parental leave may use up to six weeks of paid sick leave for the period of leave immediately following the birth of a child. Parental leave beyond this period may be covered by other accrued paid leave or remain a period of unpaid leave. Nine-month faculty must use sick leave in 4-hour increments.

FAUS employees may take five (up from 4) days of personal leave per year. The first day will not be charged; the remaining four days, if needed and used, shall be taken from sick leave. The employee shall provide at least one week’s notice (up from two day’s) of intended leave.

Article 18 Intellectual Property

Traditional Works of Scholarship and Instructional Works are still the property of the Creator, but now these works must be made available to, and maintained by the University for administrative purposes. The University shall compensate the employee for any costs incurred.

Article 19 Conflict of Interest/Outside Activity

“Reportable Outside Activity” means any compensated or uncompensated professional practice, consulting, teaching, or research which is not part of the employee’s assigned duties and for which the University has provided no compensation.

Article 20 Grievance and Arbitration Procedure

The Burdens of Proof shall be on the University in cases of Disciplinary Action and Job Abandonment and to the “where circumstances permit” clause in Article 13 (Layoff).

Article 22 Study Leave and Sabbaticals

The number of full year sabbaticals has increased from a ratio of 1 for every 30 eligible employees to 1 for every 26 eligible employees.

Article 24 Benefits

Retired faculty may receive a parking decal at adjunct rates. Retired employees may be re-employed at the same rate as adjuncts, but may retain their pre-retirement title.

Article 25 UFF Insurance Deduction

This article was deleted as there are no such programs in existence. It will stay in the contract as a place holder.

Article 28 Miscellaneous Provisions

Delivery of Notice. Receipt of notice is complete on delivery regardless of whether the recipient has signed, acknowledged, or opened the notice, i.e., the 30-day clock to grieve the action in a notice begins on the date of receipt.