

ARTICLE __
UFF RIGHTS

[Changes indicated from BOT proposal #9, 05/23/05, except where indicated otherwise]

___.1 Use of Facilities and Services.

(a) As the certified faculty bargaining agent, the UFF shall be provided with an appropriate campus office **with a secure lock. The office shall be equipped with a computer, standard campus software, a printer, a telephone, access to the internet, and other appropriate office furnishings.**

(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.

___.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 web site.

(d) The University Administration shall allow UFF to set up a discussion forum on UNF Blackboard (electronic bulletin board); **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.

___.3 Leave of Absence — Union Activity.

(a) At the written request of the UFF no later than **January 15 March 31 for the next summer term and March 1 for the next academic year,** a full-time or part-time leave of absence shall be granted to the faculty members designated by the UFF, provided that such leave does not adversely impact the department's ability to offer the necessary courses or meet other programmatic or student needs. If such request is denied, the University shall provide the UFF the reasons for such denial no later than April 15.

1 (b) No more than one faculty member per department shall be granted such
2 leave at any one time under the provisions of this Article, unless the University
3 Administration and the UFF agree otherwise.

4
5 (c) The UFF shall reimburse the University Administration for the salary and
6 benefits of the faculty members approved for leave granted under the provisions of this
7 Article.

8
9 (d) A faculty member on such leave shall not be evaluated for this activity
10 ~~nor shall such activity be considered by the University in making personnel~~
11 ~~decisions and the University Administration shall not use such activity against the~~
12 ~~faculty member in making personnel decisions. Faculty members on 25% leave or~~
13 ~~less leave of absence shall be evaluated as if they were not on a part-time leave of~~
14 ~~absence. (For example, if the faculty member takes a part-time leave equivalent to~~
15 ~~25% of the time he/she normally provides serviced to the University, the University~~
16 ~~will consider the remaining 75% of his/her time that he/she is working as the~~
17 ~~normal 100% commitment. The normal weight assigned to the three areas~~
18 ~~evaluated (teaching, research, and service) will be upgraded proportionately so~~
19 ~~that the total percentage equals 100%).~~

20
21 (e) Salary increases. ~~Upon return from such leave of absence, The~~
22 University Administration ~~will shall~~ adjust the salary of a faculty member who ~~was is~~
23 on ~~full-time~~ leave so that it includes any across-the-board, guaranteed minimum, or
24 market equity/compression/inversion adjustments that were applicable to bargaining
25 unit faculty during the ~~full-time~~ leave of absence. ~~Faculty members on leave of~~
26 ~~absence shall receive the average merit salary increase received by faculty~~
27 ~~members in the comparable tenure status in the faculty member's department/unit~~
28 ~~(tenured or tenure-earning, instructor/lecturer, or library faculty).~~

29
30 (f) The Board of Trustees and the University Administration shall not be
31 liable for the acts or omissions of any faculty member granted leave under this Section
32 and the UFF shall hold the University Administration and the Board of Trustees
33 harmless for any such acts or omissions, including the cost of defending against such
34 claims.

35
36 __.4 Released Time.

37 (a) Each semester (~~Spring and Fall~~) the Board of Trustees and the University
38 Administration shall provide ~~three (3) nine (9)~~ units of released time to full-time
39 faculty ~~members~~ designated by the UFF for the purpose of carrying out the UFF's
40 obligations in representing faculty and administering this Agreement.

41 (1) One "unit" of released time during the Fall ~~and or~~ Spring
42 semesters ~~shall~~ consists of a reduction in teaching load of one (1) course for

1 instructional faculty or, for non-teaching faculty, a reduction in workload of ten (10)
2 hours per week, **which shall include a 25% reduction in assigned duties.**

3 (2) Two or more units of release time shall provide mathematically
4 proportionate reductions in instructional or assigned duties.

5 (3) **A faculty member may receive more than one “unit” of released
6 time per semester.**

7 (4) **Faculty members that have been provided released time for
8 bargaining shall have their schedules coordinated to provide sufficient availability for
9 collective bargaining negotiations.**

10
11 (b) The UFF may designate faculty to receive released time during the academic
12 year, provided that:

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

15 (2) The UFF shall provide the University Administration with a list of
16 designees for the next academic year no later than March 31. Upon approval of the
17 designees by the University Administration, the designees shall receive the release time
18 for one (1) academic year, unless the University Administration is notified of a
19 substitute for the Spring semester. Substitutions for the Spring semester **may shall** be
20 made upon written notification submitted by the UFF to the University Administration
21 no later than November 15.

22
23 (c) Salary increases.

24 (1) Faculty members on **released time shall receive 25% leave or less
25 leave of absence shall be evaluated as if they were not on a part-time leave of
26 absence. (For example, if the faculty member takes a part-time leave equivalent to
27 25% of the time he/she normally provides serviced to the University, the University
28 will consider the remaining 75% of his/her time that he/she is working as the
29 normal 100% commitment. The normal weight assigned to the three areas
30 evaluated (teaching, research, and service) will be upgraded proportionately so
31 that the total percentage equals 100%). any across-the-board, guaranteed
32 minimum, or market equity/compression/inversion salary increases on the same
33 basis as other faculty members. Faculty members on leave of absence shall receive
34 the average merit salary increase received by faculty members in the comparable
35 tenure status in the faculty member’s department/unit (tenured or tenure-earning,
36 instructor/lecturer, or library faculty).**

37 (2) Released time activities shall not be evaluated, but such activities
38 shall be considered university service and the University **Administration** shall not use
39 such activity against the faculty member in making personnel decisions. **Faculty
40 members on released time shall receive the average merit salary increase received
41 by faculty members in the comparable tenure status in the faculty member’s
42 department/unit (tenured or tenure-earning, instructor/lecturer, or library**

1 **faculty).**

2
3 (d) Faculty **members** on released time shall retain all rights and
4 responsibilities as other faculty but shall not be considered representatives of the Board
5 of Trustees or the University Administration for any activities undertaken on behalf of
6 the UFF. The UFF agrees to hold the University Administration and the Board of
7 Trustees harmless for any claims arising from such activities, including the cost of
8 defending against such claims.

9
10 (e) Summer.

11 (1) The UFF may designate a total of **two (2) up to eight (8)** faculty
12 **members** to receive a thirteen (13) week .25 FTE summer released time assignment.
13 However, in departments with ten (10) or fewer faculty members, no more than one unit
14 of released time shall be assigned, unless agreed to by the department supervisor.

15 **(2) A faculty member may receive more than one such thirteen (13)**
16 **week .25 FTE released-time assignment per summer.**

17 **(2 3)** The UFF shall provide the Board with a list of requested designees
18 no later than **January 31 March 31** of the academic year preceding the summer term.

19 **(3 4)** All other provisions contained in Section 3.4, except 3.4(a) and (b),
20 shall apply to summer released time.

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22 **___.5 Faculty Orientations and Board Presentations.**

23 (a) Human Resources Orientation. UFF shall be included in the Human
24 Resources orientation for new faculty and shall be permitted to make a presentation of
25 reasonable length at that orientation. UFF shall be permitted to have a packet of printed
26 material included in the packets provided to the new faculty at the Human Resources
27 orientation.

28
29 (b) Academic Affairs Orientation. UFF shall be invited to have a
30 representative present at the Academic Affairs orientation for new faculty. UFF shall
31 be permitted to have a packet of printed material included in the packets provided to the
32 new faculty at the Academic Affairs orientation.