

University of North Florida BOT – United Faculty of Florida
2007 Supplement to the 2004-2007 Collective Bargaining Agreement

Summary

Article 4 UFF Rights

Section 4.4 was clarified with regard to released time for UFF members engaged in collective bargaining, and the date by which UFF must annually provide a list of designated bargaining members was moved from March 1 to April 1.

Article 9 Bylaws Governing Terms and Conditions of Employment

Article 9 was rewritten to clarify the bylaws development, review, and approval processes, and language was developed adopting a schedule for review and approval of bylaws.

Article 11 Nondiscrimination

Section 11.2 was amended to allow a chair/supervisor, or other University official to conduct unannounced visits to a classroom whenever the University receives information that a faculty member is engaging in behavior in the classroom which could create potential liability to the University, and in order to protect the interests of both the University and the faculty member.

Article 12 Appointment

Section 12.3 was clarified to provide that if a year of service at another institution is being credited toward promotion for an Associate Professor, a statement to that effect shall be included in the employment contract, and that visiting appointments and contracts containing a statement of non-reappointment are not subject to the notice of non-reappointment provisions of Article 13.2.

Language was removed from Section 12.7, regarding the development of criteria for multi-year appointments. Language was added requiring notice be provided of a decision to offer or not offer a successive appointment no more than three (3) months prior to the end of the penultimate year of a multi-year appointment.

Article 13 Non-Reappointment and Resignations

Section 13.2 was clarified with regard to the notice of non-reappointment.

Language regarding the grievance of non-reappointment was clarified, and the time limit for submitting such a grievance was reduced from thirty (30) days to the time limit provided by Article 31 Grievance Procedure and Arbitration (fifteen (15) days).

Language was added to Section 13.4 to offer re-employment to any faculty member whose non-reappointment was based solely on financial circumstances, for a period of two years following the initial notice of non-reappointment, should an opportunity for re-employment arise.

Article 14 Assignment of Responsibilities

Language was created specifically addressing the considerations in assignments for Advisors, Curators, and Librarians. In addition, existing language was clarified to indicate where it applied solely to teaching faculty.

Section 14.12 was added to incorporate a previous Memorandum of Agreement setting out the teaching assignments for lab lecturers.

Article 17 Summer Appointments and Assignments

Section 17.3 was clarified with regard to compensation for summer assignments, and language was added establishing that the academic year rate of pay shall be determined as of March 1 of each year in which the Summer course is taught.

Article 18 Performance Evaluations and Evaluation File

Language was added to Section 18.4 allowing a chair/supervisor to conduct classroom observation/visitation for any faculty member placed on a required plan of improvement, or to assist/mentor a first year faculty member.

Language was added to Section 18.12 recommending any faculty member receiving a less than satisfactory teaching evaluation obtain the services of the Office of Faculty Enrichment (OFE), and requiring any faculty member receiving a second less than satisfactory teaching evaluation to do so.

Article 19 Tenure

Language was added to Section 19.1, to allow a faculty member applying for tenure in his/her fourth or fifth year of service to voluntarily withdraw once without prejudice, prior to the Provost rendering his/her recommendations.

Language was added to Section 19.7, regarding the Colleague's Appraisal, clarifying that at the beginning of the school year the Chair shall notify the affected faculty member(s) and the department faculty of the upcoming Colleague's Appraisal.

Language was added to section 19.9, specifying that the department chair shall not be a member of the Department Promotion and Tenure Committee. Additional language was added to stagger the terms of the University Promotion and Tenure Committee. Language was added stating the Provost will meet with the University Promotion and

Tenure Committee before it begins its evaluations and that the UNF/UFF President shall attend that meeting as an observer. The Provost shall meet with the UNF/UFF President prior to that meeting, to discuss the information he/she intends to present to the University Promotion and Tenure Committee.

Article 20 Promotions for Tenured and Tenure-earning Faculty

Section 20.2 was clarified to provide that credit toward promotion for a maximum of one (1) year of full-time academic duties at the Associate Professor rank shall be determined at the time of appointment by the Provost and Vice President for Academic Affairs and shall be specified in the employment contract.

Article 23 Leaves

Section 23.8 was amended to state that when a faculty member moves from another state university within Florida, or from New College the University shall accept the transfer of a maximum of eighty (80) hours of accrued sick leave for which payment has not been received provided no more than 31 days have elapsed between employments; or upon being re-employed by UNF within sixty (60) days unpaid sick leave shall be restored. In the case of a layoff, the unpaid sick leave will be restored if recalled within one year. Previously, a transferring faculty member would be credited with the full balance of sick leave if re-employed with 100 days.

Language was removed from section 23.9, which previously allowed a faculty member to transfer up to 44 days of annual leave to or from another state institution or government agency, upon re-employment within 100 days.

Section 23.10 was amended to provide that when the President or representative reasonably believes that a faculty member's presence on the job will adversely affect the operation of the University, the President or representative may immediately place the faculty member on leave pending investigation or for the duration of the circumstances that were cause for the reasonable belief. In addition, language was added, providing that the University Administration shall commence and conclude its investigation within a reasonable time based upon the circumstances of the case.

Article 24 Sabbaticals and Professional Development Leaves

Article 24 was rewritten to place emphasis on sabbaticals, rather than professional development leaves.

Language was added to Section 24.1, specifying the selection of the Sabbatical Review Committee and clarifying the process for application and selection for sabbaticals. Additional language was added, specifying the deadline for sabbatical applications for the following year.

Article 28 Salary Increases and Salary Payments

Article 28 was amended to adopt the legislatively imposed, non-recurring one-time lump sum bonus payment of \$1,000.00 for all eligible employees.

Article 29 Benefits

Section 29.10 was amended to raise the transportation stipend from \$69.00 to \$90.00.

Article 30 Disciplinary Action

Section 30.3 was clarified so as to require the President or representative to provide notice when the he or she intends to impose a suspension or termination.

Appendix A

The language regarding position classifications in the bargaining unit was amended to exclude the UNF Faculty Trustee and Deans from the bargaining unit.

Appendix H

The new Model Performance Evaluation Bylaw was added as Appendix H.

Appendix I

The Format of Sabbatical Application outline was added as Appendix I.