

Highlights of the New 2010-2013 Faculty Contract

Overview:

- Constitutes a major overhaul and rewrite of the entire collective bargaining agreement (CBA), returning much authority and control to departments and colleges
- Establishes clear and explicit new procedures and timelines to ensure more fairness
- Controls previously unrestricted administrative power in many areas
- Outlaws retaliation or discrimination of any kind against faculty for exercising their contractual rights

The full proposed agreement is available on the UFF website: www.uff-uf.org

SABBATICALS & PROFESSIONAL DEVELOPMENT LEAVES

- Mandates 50 new full-pay two-semester sabbaticals, which can be taken in any two semesters over two years
- Doubles the currently mandated number of full-pay one-semester sabbaticals (1/40 to 1/20 eligible faculty)
- Mandates verified division of sabbaticals & PDLs among colleges in proportion to their eligible faculty
- Mandates that sabbaticals must be awarded to faculty who qualify, unless postponed by staffing problems, in which case the sabbatical must be given to the faculty member the next year or at a mutually acceptable time

OTHER LEAVES

- Prohibits being penalized or disadvantaged for having taken leave of any kind
- Guarantees new paid parental leave of up to 19.5 weeks or one semester at a time to be decided by the faculty member, the time used being subtracted from the total accrued-leave balance at the end of one's UF employment
- Redefines "parental leave" and "immediate family" to include domestic partners and their families
- Provides additional medical leave of up to 6 months (renewable for up to 1 year) independent of accrued sick leave
- Guarantees accrued-leave payout for current faculty (though terminates it for faculty hired after April 1, 2010)

FEO (FACULTY ENHANCEMENT OPPORTUNITY AWARDS)

- Guarantees \$500,000 FEO funding in each of the next 3 years (2010, 2011, and 2012)
- Gives faculty the right to postpone FEOs to a subsequent time without reapplying

ACADEMIC FREEDOM

- Prohibits the administration from interpreting any provision of the CBA in a manner that would violate a faculty member's academic freedom or punish him/her for exercising it
- Grants faculty virtually complete control over their course texts, content, presentation format, and grades
- Adds service and shared governance to what is protected by academic freedom
- Prohibits reprisals for extra-mural exercise of academic freedom/free speech (e.g., letters to the editor)
- Neutralizes adverse national court cases that stripped faculty of free-speech rights by defining academic freedom as a separate right in addition to constitutionally protected freedom of expression

INCREASED POWER FOR DEPARTMENT AND COLLEGE FACULTY

- Gives department/college faculty the right to establish written policies that will be enforceable contractual rights
- Requires arbitration for disagreements between department faculty and deans over a proposed department policy
- Prohibits the administration from unilaterally altering or suspending approved policies

APPOINTMENT

- Makes binding and enforceable any written commitment to faculty regarding an appointment
- Mandates that hiring committees must be at least 75% department faculty and permits 100% department faculty
- Prohibits hiring a candidate whom the department faculty judge to be "unacceptable" for whatever reason
- Prohibits dean from hiring a candidate not recommended by the department, even if there is only one acceptable candidate
- Prohibits reducing the FTE of tenured faculty without their explicit written approval
- Limits "visiting" appointments to one year, with a possible one-year extension

NON-RENEWAL

- Mandates that tenure-track and permanent-status-track faculty must be renewed until their tenure decision unless they receive an overall "Unsatisfactory" evaluation or are legally laid off

UFF
United Faculty of Florida

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president@uff-uf.org

- Mandates extended employment (of at least a year) if the Administration fails to give the required notice
- Increases notice for “soft money” faculty with 5 years or more from 90 days to 12 months; and increases notice from none previously to 90 days if employed less than 5 years
- Requires meeting with the faculty member before sending notice of non-renewal

ASSIGNMENT

- Makes written commitments regarding assignments binding and enforceable
- Mandates providing “equitable opportunity” for overall “development and advancement” as well as for meeting T&P and merit-pay criteria and mandates adjustments when equitable opportunity is not given
- Prohibits “arbitrary or unreasonable” assignments, including the failure to attempt to accommodate preferences
- Requires informing faculty of the impact of a change in percentage allocation of teaching, research, or service duties
- Provides a clearer checklist of the considerations required when making assignments
- Establishes tighter restrictions on changes in assignments
- Prohibits requiring an overload, i.e., duties in excess of 1.0 FTE

Faculty Contract Vote

Every faculty member of the bargaining unit is entitled to vote, whether you are a union member or not. **The union strongly urges you to VOTE YES on this contract.** We feel it is the best contract in the state, and some provisions set a national standard. The contract must be ratified (approved by a majority of those casting ballots) by the faculty and the Board of Trustees before it can go into effect.

Bring a picture ID to the polls. Absentee or proxy voting is not allowed under state of Florida rules.

University Auditorium

Tuesday, February 16th 9am-5pm

Wednesday, February 17th 9am-5pm

PK Yonge faculty will have their own poll (time and place TBA).

There will be a public vote count Wednesday, February 17th when the polls close at University Auditorium.

SUMMER

- Mandates each college to decide whether to establish for itself a new summer-pay formula or retain the standard formula of 12.5% of current salary per 3-hour course and 16.66% of salary per 4-hour course
- Prohibits requiring faculty to do committee work without additional compensation
- Establishes notice requirements and timelines for summer appointments and reassignments

PERFORMANCE EVALUATIONS AND EVALUATION FILE

- Mandates an equitable departmental, faculty-developed rating scale for evaluating each assignment area
- Permits departments to lengthen the standard evaluation period for research up to 3 years
- Requires “written constructive feedback” for improvement if any performance deficiencies are cited
- Prohibits making personnel decisions based on any document not in the evaluation file
- Prohibits adverse actions based on material faculty have not had the chance to respond to

TENURE & PROMOTION

- Mandates that departments develop binding discipline-specific interpretations of University T&P criteria
- Mandates that T&P criteria be adapted to assigned duties, so that faculty can earn tenure or promotion regardless of what their assigned duties have been
- Mandates that faculty can go up for tenure or promotion whenever they believe they have met the criteria
- Mandates extending the probationary period, up to 2 years, for new parents or faculty who care for a sick relative
- Requires sending the same solicitation to outside referees, _ of whom must be from candidate’s recommended list
- Mandates that recommendations be based only on information contained or referenced in the dossier
- Requires that candidates have the opportunity to respond in writing to any material added, deleted, or changed in the T&P dossier prohibits the dossier’s being passed to the next stage until that happens
- Requires that the candidate be notified at each level of any recommendation and be able to respond in writing
- Establishes clearer and fairer procedures and timelines for mid-term reviews

NONDISCRIMINATION

- Extends discrimination protection to ethnic origin, political opinions, and sexual orientation
- Prohibits harassment, including, but not limited to, intimidation, ridicule, and insult
- Differentiates illegal sexual harassment from scholarly use of sexually explicit or suggestive materials
- Establishes precise policies, protections, and investigatory procedures to ensure greater fairness for all parties
- Prohibits imposing discipline until discrimination or harassment has been formally proven

GRIEVANCE PROCEDURE AND ARBITRATION

- Extends deadline for filing a grievance from 30 days to 60 days, except for disciplinary action (which is 15 days)
- Permits faculty to grieve violations of the CBA individually, as a group, or through the union
- Prohibits discrimination, harassment, or retaliation in any way against any grievant or those assisting
- Gives faculty the right to have a union representative present during all meetings concerning a dispute
- Mandates that an arbitrator's binding resolution must be implemented within 7 days

INTELLECTUAL PROPERTY

- Gives faculty exclusive ownership and control over all scholarly/artistic works and also all instructional material except when Administration has expressly commissioned, assigned, or funded creation of the instructional work
- Gives faculty exclusive ownership and control of their raw data and working papers
- Gives faculty new rights involving the use and revision of works created by them but owned by the Trustees
- Mandates that the Administration provide training and resources to support adaptation of materials to the technologies used and additional compensation if the assignment is an overload and/or adjustment in the assignment
- Mandates the same division-of-proceeds formula for both works or inventions owned by the Trustees

OUTSIDE ACTIVITY & CONFLICT OF INTEREST

- Abolishes annual disclosure report in favor of a disclosure report only when potential conflicts of interest arise
- Specifies what activities need to be reported and exempts several categories of common professorial activity
- Establishes that faculty can assume tacit approval of activities if no administration response within 30 days
- Prohibits interpreting as a conflict of interest the assignment of faculty-authored work if it is the original work of the faculty member, published by an incorporated entity, priced fairly, and selected for academic reasons
- Mandates that nothing in the article can be interpreted to deny approval or retaliate against faculty for exercising other rights conferred by the CBA

DISCIPLINARY ACTION

- Prohibits depriving faculty of pay/benefits until after the discipline is affirmed or 165 days have elapsed
- Establishes and defines a hierarchy of "progressive punishment" short of termination
- Establishes clear and fair procedures and timelines before disciplinary action can be imposed
- Prohibits retaining any record of the allegation or investigation in the evaluation file if no discipline is imposed
- Requires that for the disciplinary action to be affirmed the arbitrator must rule both that "just cause" exists and that no other punishment is more appropriate under the circumstances
- Changes "job abandonment" for unauthorized absence from 12

Information Sessions

We will have a short presentation about faculty rights and benefits in the proposed new contract, followed by your questions.

Wednesday February 3rd

Reitz Union 346 & 347 2:00-3:00 p.m.

Friday February 5th

(UFF Happy Hour and info session)

Dauer 219 5:00-6:00 p.m.

Thursday February 11th

Reitz Union 284 2:00-3:00 p.m.

If you would like more information but cannot make a session, please contact us and we will be happy to set something up with your department or with you individually.

straight days to 10 consecutive business days

PROTECTION AND ENFORCEMENT OF FACULTY RIGHTS AND BARGAINING-UNIT STATUS

- Exempts bargaining-unit faculty from any UF regulation, policy, or resolution that conflicts with the CBA
- Mandates notifying and negotiating with the union over any proposed change in conditions of employment
- Restricts removal of a faculty member from the bargaining unit

LAYOFF AND RECALL

- Retains the provisions of old BOR-UFF Agreement (under which an arbitrator overturned UF layoffs)

SALARIES & SPP (SALARY PLAN FOR PROFESSORS) AWARDS

- Calls for renegotiating the Salaries article, beginning March 15, 2010
- Mandates for PKY faculty a step on their 2009-2010 salary schedule, plus \$1000 bonus and the newly negotiated supplements
- Introduces clearer, regularized, procedures in the SPP application and review process
- Removes 3-year waiting period for non-awardees; such faculty can apply every year until they receive an award



United Faculty of Florida-UF

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www.uff-uf.org
Faculty Contract Vote Feb 16-17th

United Faculty of Florida, University of Florida — Membership Form

Please enroll me as a member of the United Faculty of Florida (FEA, NEA, AFT, AFL-CIO). I hereby authorize my employer to begin bi-weekly payroll deduction of United Faculty of Florida dues (1% of salary). This deduction authorization shall continue until revoked by me at any time upon 30 days written notice to UF's payroll office and to the United Faculty of Florida.

Signature (for payroll deduction authorization)

Today's Date

UFF DUES ARE ONE-PERCENT (1 %) OF REGULAR SALARY. DUES AND CONTRIBUTIONS TO UFF ARE NOT TAX DEDUCTIBLE AS CHARITABLE CONTRIBUTIONS FOR FEDERAL INCOME TAX PURPOSES, BUT MAY BE TAX DEDUCTIBLE AS PROFESSIONAL BUSINESS EXPENSES.

Contact president@uff-uf.org for any questions. Visit www.uff-uf.org for more info.

NAME (Last, First MI) _____

Social Security Number: _____ -- _____ -- _____
(we require the last 4 digits at least)

Department _____

TITLE _____
(i.e., Assistant Professor, Professor, Lecturer, Assoc In, University Librarian, Instructor)

CAMPUS LOCATION _____

OFFICE HOURS _____

HOME ADDRESS _____

CITY/STATE _____ ZIP _____

PHONE: Work _____ Home _____

E-MAIL _____

Give this form to a UFF Representative or mail to:
UFF-UF, 308 Yon Hall, PO Box 112070, Campus Mail.

