FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES and THE UNITED FACULTY OF FLORIDA

COLLECTIVE BARGAINING AGREEMENT 2022-2025

Ratified: June 7, 2022

1.3 Right to Hear Views. Nothing contained in this Agreement shall be construed to prevent the Board or the University from meeting with any individual or organization to hear views on any matter, provided however, that as to any such matter which is a proper subject of collective bargaining and covered by a term of this Agreement, any changes or modification shall be made only through negotiation and agreement with the UFF.

ARTICLE 2 CONSULTATION

- 2.1 Consultation with President. The President or the designated representatives shall meet with the UFF Chapter representatives to discuss matters pertinent to the implementation or administration of this Agreement, University actions affecting terms and conditions of employment unique to the University, or any other mutually agreeable matters. Such meetings shall occur once (1) per semester in the academic year and once (1) during the summer term unless the parties agree to meet more frequently. The party requesting consultation shall submit a written list of agenda items no less than one (1) week in advance of the meeting. The other party shall also submit a written list of agenda items in advance of the meeting if it wishes to discuss specific issues. The parties understand and agree that such meetings may be used to resolve problems regarding the implementation and administration of the Agreement; however, such meetings shall not constitute or be used for the purpose of collective bargaining.
- 2.2 FAUS Consultation. The Executive Director of the A.D. Henderson University School and the FAU High School (collectively referred to herein) as "Florida Atlantic University Schools" or "FAUS" or his or her representative shall meet with the FAU UFF Chapter representatives to discuss matters pertinent to the implementation or administration of this Agreement, University actions affecting terms and conditions of employment unique to the University or the FAUS, or any other mutually agreeable matters. Such meetings shall occur once (1) per semester in the academic year, unless the parties agree to meet more frequently. The party requesting consultation shall submit a written list of agenda items no less than one (1) week in advance of the meeting. The other party shall also submit a written list of agenda items in advance of the meeting if it wishes to discuss specific issues. This section shall not preclude FAUS issues from being raised at the consultations described in Sections 2.1, above. The parties understand and agree that such meetings may be used to resolve problems regarding the implementation and administration of the Agreement; however, such meetings shall not constitute or be used for the purpose of collective bargaining.

ARTICLE 3
FAU CHAPTER UFF PRIVILEGES

3.1 Use of Facilities and Services. Subject to the regulations of the Board and University policies, the UFF shall have the right to use University facilities for meetings and all other services on the same basis as they are generally available to other University-related organizations. The Provost's Office allocated space for the Union in Fall of 2016, which includes phone and internet availability. All expenses for the phone and internet shall be borne by UFF.

3.2 Communications.

- (a) The University will place a link in an appropriate place on the University web site to the web site of the FAU Chapter of UFF.
- (b) Accessing existing University e-mail listservs or establishing a new listserv allowing the UFF electronic communications with employees shall be the subject of consultation pursuant to Article 2, Consultation. UFF agrees to pay a reasonable annual fee to the University if access to a university maintained e-mail listserv is provided. However, such listservs may not be used for election campaigns for public office or for exclusive collective bargaining representation. Employees who are e-mail recipients of the listserv shall have the right to have themselves removed from the listserv upon their written request.
- (c) FAU and FAUS administration shall provide the union with an updated job code list and unit status changes, pursuant to Appendix A, for the entire bargaining unit at the beginning of each academic year or upon request.
- 3.3 Leave of Absence -- Union Activity.
 - (a) At the written request of the UFF, provided no later than May 1 of the year prior to the beginning of the academic year when such leave is to become effective, a full-time or part-time leave of absence for the academic year shall be granted to up to three (3) employees designated by the UFF for the purpose of carrying out UFF's obligations in representing employees and administering this Agreement, including lobbying and other political representation. Such leave may also be granted to up to two (2) employees for the entire summer term, upon written request by the UFF provided no later than April 1 of the preceding academic year. Upon the failure of the UFF to provide the Board with a list of designees by the specified deadlines, the Board may refuse to honor any of the requests which were submitted late.
 - (b) The UFF shall reimburse the University for the employee's salary, fringe benefits, and retirement.
 - (c) Employees on full-time leave under this paragraph shall be eligible to receive salary increases in accordance with the provisions of Section 17.3. Employees on less than full-time leave under this paragraph shall be eligible to receive



The Florida International University Board of Trustees and The United Faculty of Florida-FIU

Collective Bargaining Agreement 2021-2024

ARTICLE 2 CONSULTATION

- **2.1 Consultation with President**. The President or designee shall meet with the UFF Chapter representatives to discuss matters pertinent to the implementation or administration of this Agreement, University actions affecting terms and conditions of employment or any other mutually agreeable matters. Such meetings shall occur at least once per semester during the academic year and once during the summer term unless the parties agree to meet more frequently. The party requesting consultation shall submit a written list of agenda items no less than one (1) week in advance of the meeting. The other party shall also submit a written list of agenda items in advance of the meeting if it wishes to discuss specific issues. The parties understand and agree that such meetings may be used to resolve problems regarding the implementation and administration of the Agreement; however, such meetings shall not constitute or be used for the purpose of collective bargaining.
- **2.2 Location of consultation.** The consultation meetings shall be held on a mutually convenient date on the FIU Modesto A. Maidique campus unless the parties agree to another location.
- **2.3 Affirmative Action Plan.** The University shall provide to the UFF Chapter, without cost, a copy of the University's Affirmative Action Plan or Update.

ARTICLE 3 UFF CHAPTER PRIVILEGES

3.1 Use of Facilities and Services. Subject to the rules and policies of the University, the UFF Chapter shall have the right to use University facilities for meetings and all other services on the same basis as they are generally available to other University-related organizations, which are defined as follows.

University-Related Groups and Organizations. These groups and organizations may or may not receive budgetary support. Examples of such groups include student organizations, honor societies, fraternities, sororities, alumni associations, faculty committees, University Support Personnel System staff council, direct support organizations, the United Faculty of Florida, etc.

At a minimum, University facilities provided to UFF Chapter shall include:

(a) An office conveniently located on the Modesto A. Maidique Campus in or near the PC building or other site mutually agreed to in consultation. Such space will at minimum consist of an office of at least 225 square feet and a locked storage area of at least 150 square feet, which will be furnished with standard faculty

furnishings. The office shall be wired for telephone service and computer access to the internet.

(b) A University telephone number and listing in all campus directories. The UFF Chapter shall be responsible for paying the monthly phone bill.

3.2 Communications.

- (a) UFF may post bulletins and notices relevant to its position as the collective bargaining agent on a reasonable number of existing bulletin boards on campus where other notices regarding personnel and/or faculty activities are posted but on at least one bulletin board per building where a substantial number of employees have offices. Specific locations shall be mutually selected by the University and the UFF chapter in the course of consultation pursuant to Article 2, Consultation. All materials placed on the designated bulletin boards shall bear the date of posting and may be removed by the University after having been posted for a period of thirty (30) days. In addition, such bulletin boards may not be used for election campaigns for public office or exclusive collective bargaining representation.
- (b) FIU will place a link in an appropriate place on the Provost's website to the website of the UFF Chapter and to the current CBA.
- (c) The University will provide the UFF Chapter the email addresses of all bargaining unit members upon request no more than once per semester in electronic form.

3.3 Leave of Absence - Union Activity.

- (a) At the written request of the UFF Chapter, provided no later than May 1 of the year prior to the beginning of the academic year when such leave is to become effective, a full-time or part-time leave of absence for the academic year shall be granted to up to six (6) employees designated by the UFF Chapter for the purpose of carrying out UFF's Chapter obligations in representing employees and administering this Agreement, including lobbying and other political representation. Such leave may also be granted to up to six (6) employees for the entire summer term, upon written request by the UFF Chapter provided no later than March 30 of the preceding academic year. Upon the failure of the UFF Chapter to provide the University with a list of designees by the specified deadlines, the University may refuse to honor any of the requests which were submitted late.
- (b) No more than one employee per fifteen (15) employees or fraction thereof per department/unit need be granted such leave at any one time.
- (c) The UFF Chapter shall reimburse the University for the employee's salary, fringe benefits, and retirement.
- (d) Employees on leave under this paragraph shall be eligible to receive salary increases (prorated based on the employee's FTE) on the same basis as other employees in

Collective Bargaining Agreement: The Florida State University Board of Trustees and the United Faculty of Florida General Faculty Bargaining Unit 2022 - 2025

By

Irene Padavic, Jennifer Proffitt, Scott Hannahs, Brian Arsenault, Michael Buchler, Arash Fahim, Jack Fiorito, Robin Goodman, Nancy Kellett, Matthew Lata, Emily McCann, Renisha Gibbs, Michael Mattimore, Adam Donaldson, Lynn Hogan, Janet Kistner, Rebecca Peterson, Lisa Scoles, Tiffany Ward

Article 2 CONSULTATION

2.1 Consultations.

- (a) Representatives from the University shall meet with UFF Representatives to discuss matters pertinent to the implementation or administration of this Agreement, University administration actions affecting terms and conditions of employment, or any other mutually agreeable matters.
- (b) Such meetings shall occur at least twice (2) per semester during the academic year and once (1) during the summer unless the University President and the UFF agree otherwise. At least two (2) consultation meetings per year will take place with the University President. The Provost or the Vice President for Faculty Development and Advancement will attend meetings when the President is absent. Additional consultations may be scheduled by mutual agreement.
- (c) The University President and the UFF shall submit a written list of agenda items no less than one (1) week in advance of the meeting.
- (d) The Board and the UFF understand and agree that such meetings may be used to resolve problems regarding the implementation and administration of the Agreement. However, such meetings shall not constitute or be used for the purpose of collective bargaining, unless the Board and the UFF agree otherwise. An accurate record of the proceedings of such meetings shall be maintained.
- 2.2 Contract Administration Meetings. The BOT and UFF shall schedule contract administration meetings as needed and as mutually agreed upon.

Article 3 UFF RIGHTS

3.1 Use of Facilities and Services.

- (a) The UFF shall have the right to use university facilities for meetings and all other services on terms no less favorable than other organizations such as student organizations, honor societies, fraternities, sororities and alumni associations.
- (b) The Board shall provide the UFF with the same office as the University is currently providing, unless the Board and the UFF mutually agree to other arrangements.
 - (c) The UFF's current use of university facilities and other services shall not be diminished.
- 3.2 Communications.

- (a) UFF may post bulletins and notices relevant to its position as the collective bargaining agent on a reasonable number of existing bulletin boards.
- (1) Specific locations shall be mutually selected by the Board or its representatives and the local UFF Chapter in the course of consultation pursuant to Article 2, Consultation.
- (2) All materials placed on the designated bulletin boards shall bear the date of posting, the signature of the UFF official authorizing the posting and may be removed by the Board or its representatives after having been posted for a period of thirty (30) days. In addition, such bulletin boards may not be used for election campaigns for public office.
- (b) The Board shall place a link to the web site of the local UFF in mutually agreed upon places on the university web site.
- (c) UFF faculty and faculty representatives may use existing university e-mail listservs to communicate electronically with faculty and the Board. In the event the UFF seeks to establish a new listserv it shall be a subject of consultation pursuant to Article 2, Consultation. Faculty who are e-mail recipients of the listserv shall have the right to have themselves removed from the listserv upon their written request.
- (d) UFF may use the campus mails, subject to all applicable regulations of the United States Postal Service. The UFF may also use e-mail and any electronic message system, at no cost. The mails may not be used for election campaigns for public office, except that the UFF may announce endorsements made by the UFF or its affiliates.
- (e) The Board shall not make reprisals of any kind against faculty members for engaging in any of the forms of communication described in this section.
- 3.3 Leave of Absence -- Union Activity.
- (a) At the written request of the UFF, provided no later than May 1 of the year prior to the beginning of the academic year when such leave is to become effective, a full-time or part-time leave of absence for the academic year shall be granted to up to three (3) faculty members designated by the UFF for the purpose of carrying out UFF's obligations in representing faculty members and administering this Agreement, including lobbying and other political representation. Such leave shall also be granted to up to three (3) faculty members for the entire summer term, upon written request by the UFF provided no later than March 15. The Board may refuse to honor any of the leave of absence requests if they are submitted after the deadline.
- (b) No more than one faculty member per fifteen (15) faculty members per department/unit need be granted such leave at any one time, unless the Board and the UFF agree otherwise.
- (c) The UFF shall reimburse the Board for the faculty member's salary, fringe benefits, and retirement.

Collective Bargaining Agreement

between the

University of Florida Board of Trustees

and the

United Faculty of Florida

FEA, NEA, AFT, AFL-CIO

2021-2024

ARTICLE 4 UFF RIGHTS

4.1 Use of Facilities and Services. UFF shall be provided with the same campus office it currently uses or a campus office with equivalent meeting and storage space. The office shall be provided with secure locks and standard office equipment, including standard campus software, a telephone for local access calling (no long distance service provided), access to the internet, a desk, and a conference table with an appropriate number of chairs.

4.2 Communications.

- (a) UFF shall have the right to post bulletins or other materials relevant to its position as the collective bargaining agent on a reasonable number of existing bulletin boards. All such postings shall bear the date of the posting and may be removed after having been posted for thirty (30) days.
- (b) The University shall maintain links to the local UFF Chapter on the University web site.
- (c) UFF shall have the right to use without cost the University's campus mail and email systems (including use of the standard delivery mode to send messages to all faculty) in order to communicate with the faculty. The mails may not be used for election campaigns for public office, except that UFF may announce endorsements made by UFF or its affiliates. Faculty members who are e-mail recipients of UFF listserv(s) shall have the right to be removed from the listserv(s) upon written request.

4.3 Released Time.

- (a) The University shall provide eighteen (18) units of released time to full-time faculty members designated by UFF for the purpose of carrying out UFF's obligations in representing employees, bargaining, and administering this Agreement. This allocation is for the life of this agreement. Unused units will not accrue beyond this contract. No more than three (3) of these units may be used in Summer.
- (1) Each unit of released time shall consist of a reduction in teaching load of one (1) course per Fall or Spring semester for faculty with instructional duties or, for faculty without instructional duties, a reduction in workload of ten (10) hours per week. Faculty on 9-month contracts who receive release units in the summer shall be paid 12.5% of regular annual salary per unit.
- (2) Each unit of released time for P. K. Yonge Developmental Research School faculty members shall consist of a reduction in teaching load of one (1) class per day during a semester for secondary school teachers, or its equivalent for other teachers. One DRS faculty member may be designated by UFF as a member of the bargaining team and be released from assigned duties for up to twelve (12) days. These days are to be used in increments of one (1) whole day.
- (3) A faculty member may receive more than one (1) unit of released time per semester.

COLLECTIVE BARGAINING AGREEMENT

Between

THE UNIVERSITY OF NORTH FLORIDA BOARD OF TRUSTEES

and

THE UNITED FACULTY OF FLORIDA

November 17, 2022 through July 31, 2025

UNF – UFF Collective Bargaining Agreement 2022-2025

ARTICLE 4 UFF Rights

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'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

- (a) At the written request of UFF no later than March 1 for the next summer term and for the next academic year, a full-time or part-time leave of absence shall be granted to the faculty members designated by 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 Administration shall provide the UFF the reasons for such denial no later than April 15.
- (b) No more than one faculty member per department shall be granted leave at any one