

TA'd Articles - Collective Bargaining 2018-2021

Last updated: 09/28/18

Articles Tentatively Agreed (TAed) and submitted for ratification:

3, 6, 8, 9, 11, 13, 17, 18, 21, 22, 23, 24, 26, 30, plus Appendix G

Article	Date TA'd	Old Language	New Language (changes in italics)
3	9/28/18	<p>FAU CHAPTER UFF PRIVILEGES</p> <p>The new proposed language acknowledges the office space provided to UFF-FAU, gives a current or former UFF-FAU President option to extend application for promotion by one year, and increases number of course releases UFF officials for contract administration and collective bargaining</p>	
		<p>3.1 The Provost's Office representative will identify office space available for UFF purposes prior to the Fall 2016 with phone and internet availability. All expenses for the phone and internet shall be borne by FAU.</p> <p>3.4(a)(1) The board agrees to provide a total of two (2) units of released time for both Fall and Spring Semesters and one unit of released time for Summer to full-time employees designate by the UFF for the purpose of carrying out the UFF's obligations in representing employees and administering this Agreement</p> <p>3.4(a)(2) Released time will be provided to no more than four (4) members. Collective bargaining</p>	<p><i>3.1 The Provost's Office allocated office space available for the Union in the Fall 2016 which includes phone and internet availability. All expenses for the phone and internet shall be borne by FAU.</i></p> <p><i>3.3 (g) When a current or former UFF-FAU President applies for tenure, promotion, or instructor promotion, one additional year may be granted towards. Upon request, a statement acknowledging the extension must be provided and included in the Promotion and Tenure portfolio.</i></p> <p><i>3.4(a)(1) Commencing academic year 2019-2020, the board agrees to provide a total of three (3) units of released time for both Fall and Spring Semesters and one unit of released time for Summer to full-time employees designate by the UFF for the purpose of carrying out the UFF's obligations in representing employees and administering this Agreement</i></p> <p><i>3.4(a)(2) Released time will be provided to no more than five (5) members. Collective bargaining</i></p>

TA'd Articles - Collective Bargaining 2018-2021

		<p>released time will be provided during the Spring 2018 semester. Released time will consist of four (4) units as defined in Section 3.4(a). A designated FAUS employee may be released for collective bargaining negotiation sessions, with at least two days prior administrative approval. The UFF shall provide the Board with a list of team members no later than May 15, 2017. Changes to the collective bargaining team members list may be made upon written notification submitted by the UFF to the Provost no later than September 1, 2014. 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.</p>	<p>released time will be provided during the <i>Spring 2021</i> semester. Released time will consist of five (5) units as defined in Section 3.4(a). A designated FAUS employee may be released for collective bargaining negotiation sessions, with at least two days prior administrative approval. The UFF shall provide the Board with a list of team members no later than <i>May 15, 2020</i>. Changes to the collective bargaining team members list may be made upon written notification submitted by the UFF to the Provost no later than <i>September 1, 2020</i>. 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.</p>
Article	Date TA'd		
6	3/14/18	<p>NONDISCRIMINATION Article 6.2 (c) addresses investigation of charges of discrimination. The new proposed language now clarifies that if the investigation reveals evidence of incompetence or misconduct, the employee may be disciplined under Article 16 Disciplinary Action and Job Abandonment.</p>	
		<p>6.2 (c) Investigation of Charges of Discrimination. Charges of discrimination, including those filed by employees against students alleging unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature that constitutes sexual harassment, shall be promptly reviewed/investigated according to University Regulation 5.010 and established University procedures of the Office of Equity, Inclusion and Compliance. No employee reviewed/investigated under such procedures shall be disciplined until</p>	<p>6.2 (c) Investigation of Charges of Discrimination. Charges of discrimination, including those filed by employees against students alleging unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature that constitutes sexual harassment, shall be promptly reviewed/investigated according to University Regulation 5.010 and established University procedures of the Office of Equity, Inclusion and Compliance. No employee reviewed/investigated under such procedures shall be disciplined until</p>

TA'd Articles - Collective Bargaining 2018-2021

		<p>such review is complete and a finding of a violation of the Regulation has been issued.</p> <p>If after the completion of the review/investigation, any finding of a regulation violation is made, a record of the complete findings will be placed in the employee's evaluation file. If no finding of a violation is made, no record of the charge or complaint will be placed in the employee's evaluation file unless the employee requests in writing that a record of the complete review/investigation be placed in the evaluation file.</p>	<p>such review is complete and a finding of a violation of the Regulation has been issued. <i>However, if factual findings suggest the employee is incompetent or is engaged in misconduct, the employee may be disciplined under Article 16.</i></p> <p>If after the completion of the review/investigation, any finding of a regulation violation is made, a record of the complete findings will be placed in the employee's evaluation file. If no finding of a violation is made, no record of the charge or complaint will be placed in the employee's evaluation file unless the employee requests in writing that a record of the complete review/investigation be placed in the evaluation file. <i>However, if factual findings suggest the employee is incompetent or is engaged in misconduct, the employee may be disciplined under Article 16, and a record place in the employee's evaluation file.</i></p>
Article	Date TA'd		
8	9/28/18	<p>APPOINTMENT</p> <p>The new proposed language adds Senior Instructor to the hiring hierarchy for Summer. It also adds Senior Instructors to list of faculty eligible for multiyear contracts.</p>	
		<p>(1) Preference. The University shall offer two available supplemental summer appointment equitably and as appropriate, in the following order:</p> <p>First Preference: to qualified full-time bargaining unit employees in the department/school, without an existing summer appointment to teach a class or equivalent assignment, in</p>	<p>(2) Preference. The University shall offer two available supplemental summer appointment equitably and as appropriate, in the following order:</p> <p>First Preference: to qualified full-time bargaining unit employees in the department/school, without an existing summer appointment to teach a class or equivalent assignment, in</p>

TA'd Articles - Collective Bargaining 2018-2021

	<p>the following categories: tenured employees, tenure earning employees, employees with multiyear appointments, and instructors who have taught at the University for at least three consecutive years; (c) Fixed Multi-Year Appointments at Florida Atlantic University.</p> <p>(1) Two- to five-year fixed multi-year appointments may be offered for the following:</p> <ul style="list-style-type: none"> a. Instructors and Lecturers; b. Non-tenured or non-tenure earning Assistant Librarians, Associate Librarians, Librarians, and Counselors/Advisors; c. Scholars/Scientists, Research Associates, and Associate In/Assistant In _____; d. Clinical faculty; e. Individuals who have officially retired from universities or other organizations and who are at least 55 years of age; f. Tenured employees who decide to give up their tenured status to take advantage of whatever incentives might be offered by a fixed multi-year appointment; and g. Individuals who have held the rank of full professor for at least seven (7) years at an 	<p>the following categories: tenured employees, tenure earning employees, employees with multiyear appointments, and instructors who have taught at the University for at least three consecutive years; (c) Fixed Multi-Year Appointments at Florida Atlantic University.</p> <p>(2) Two- to five-year fixed multi-year appointments may be offered for the following:</p> <ul style="list-style-type: none"> a. <i>Senior and University Instructors/Lecturers</i> b. Instructors and Lecturers; c. Non-tenured or non-tenure earning Assistant Librarians, Associate Librarians, Librarians, and Counselors/Advisors; d. Scholars/Scientists, Research Associates, and Associate In/Assistant In _____; e. Clinical faculty; f. Individuals who have officially retired from universities or other organizations and who are at least 55 years of age; g. Tenured employees who decide to give up their tenured status to take advantage of whatever incentives might be offered by a fixed multi-year appointment; and
--	--	---

TA'd Articles - Collective Bargaining 2018-2021

		institution of higher education.	h. Individuals who have held the rank of full professor for at least seven (7) years at an institution of higher education.
Article	Date TA'd		
9	3/14/18	<p>ASSIGNMENT OF RESPONSIBILITIES Article 9 addresses criteria used in making annual assignments. The new proposed article now specifies that assignments are to be made by the employee's chair or supervisor. Merit salary increases was removed as an explicit criterion as these increases are based on the assigned duties specific to the employee making such language redundant.</p> <p>A "hierarchy" for instructional assignments has been added.</p>	
		<p>9.3 Considerations in Assignment.</p> <p>(a) Assignment will be made with the consideration of the following in no particular order:</p> <p>(4) the opportunity to fulfill applicable criteria for tenure, promotion, continuing multi-year appointments, successive fixed multi-year appointments, and merit salary increases.</p>	<p>9.3 Considerations in Assignment.</p> <p>(a) Assignment will be made with the consideration of the following in no particular order:</p> <p>(4) the opportunity to fulfill applicable criteria for tenure, promotion, continuing multi-year appointments, <i>and</i> successive fixed multi-year appointments, and merit salary increases.</p> <p><i>(5) The full assignment of faculty, considering status and rank as defined in 9.4(b). The determination of the assignment shall be made by the Chair/Supervisor.</i></p>
		<p>9.4 Annual Assignment</p> <p>(b) Instructional Assignment. The period of an instructional assignment during an academic year shall not exceed an average of seventy-five (75) days per semester and the period for testing, advisement, and other scheduled assignments shall not</p>	<p>9.4 Annual Assignment</p> <p>(b) Instructional Assignment. The period of an instructional assignment during an academic year shall not exceed an average of seventy-five (75) days per semester and the period for testing, advisement, and other scheduled assignments shall not</p>

TA'd Articles - Collective Bargaining 2018-2021

		<p>exceed an average of ten (10) days per semester. Within each semester, activities referred to above shall be scheduled during contiguous weeks with the exception of Spring Break, if any.</p>	<p>exceed an average of ten (10) days per semester. Within each semester, activities referred to above shall be scheduled during contiguous weeks with the exception of Spring Break, if any. <i>Instructional Assignments are made with the consideration of status and rank:</i></p> <ul style="list-style-type: none"> • <i>Tenured employees</i> • <i>Tenure-earning employees</i> • <i>University instructors</i> • <i>Senior instructors</i> • <i>Instructors</i>
		<p>9.4 Annual Assignment</p> <p>(d) Equitable Opportunity. Each employee shall be given assignments which provide equitable opportunities, in relation to other employees in the same department/unit, to meet the required criteria for promotion, tenure, continuing multi-year appointments, successive fixed multi-year appointments, and merit salary increases.</p>	<p>9.4 Annual Assignment</p> <p>(d) Equitable Opportunity. Each employee shall be given assignments which provide equitable opportunities, in relation to other employees in the same department/unit, to meet the required criteria for promotion, tenure, continuing multi-year appointments, <i>and successive fixed multi-year appointments, and merit salary increases.</i></p>
Article	Date TA'd		
11	9/5/18	<p>EVALUATION FILE</p> <p>Article 11 primarily deals with the placement of documents used in the Annual Evaluation including those from grievance proceedings and disciplinary actions. The new proposed language better delineates the placement, access, and use of documents and aligns more closely with Florida Statute 1012.91.</p> <p>Anonymous complaints are addressed as well. Such complaints, while they may result in an investigation of misconduct, may <i>not</i> be used solely as the basis for disciplinary action. Only complaints that have been fully investigated may be used in disciplinary actions, whether the origin is anonymous or not. Any such disciplinary actions are subject to the grievance procedure per Article 20 Grievances.</p>	

TA'd Articles - Collective Bargaining 2018-2021

		<p>11.1 Policy. There shall be one employee performance evaluation file containing a dated copy of all documents used for evaluation, other than tenure, promotion, continuing multi-year appointments, and successive fixed multi-year appointments. The only documents which may be used for evaluations and other personnel decisions, other than for tenure, promotion, and continuing multi-year appointments, are those contained in that file. Such documents shall be placed in the evaluation file within a reasonable time after receipt by the custodian of the file. Employees shall be notified of the evaluation file's location and custodian.</p>	<p>11.1 Policy. There shall be one employee performance evaluation file containing a dated copy of all documents used for evaluation, other than tenure, promotion, continuing multi-year appointments, and successive fixed multi-year appointments. <i>The only Only documents contained in that file and the sources and methods of annual evaluations specifically identified in Article 10.2</i> which may be used for evaluations and other personnel decisions, other than for tenure, promotion, and continuing multi-year appointments, <i>and subject to the limitations in Section 11.8 below.</i> Such documents shall be placed in the evaluation file within a reasonable time after receipt by the custodian of the file. Employees shall be notified of the evaluation file's location and custodian.</p>
		<p>11.7 Removal of Contents. As permitted by law, materials shown to be contrary to fact shall be removed from the file. This section shall not authorize the removal of materials from the evaluation file when there is a dispute concerning a matter of judgment or opinion rather than fact. Materials may also be removed pursuant to the resolution of a grievance.</p>	<p>11.7 Removal of Contents. As permitted by law, materials <i>shown established</i> to be contrary to fact shall be removed from the file. This section shall not authorize the removal of materials from the evaluation file when there is a dispute concerning a matter of judgment or opinion rather than fact. Materials may also be removed pursuant to the resolution of a grievance.</p>

TA'd Articles - Collective Bargaining 2018-2021

	<p>11.8 Limited Access Information. All documents reflecting evaluation of employee performance are limited-access records and shall be available for inspection only by the employee, the employee's representative, University and Board officials who use the information in carrying out their responsibilities, peer committees responsible for evaluating employee performance, or by court order. Arbitrators or others engaged by the parties to resolve disputes may view the records upon consent by the employee whose file is requested. However, such limited access status shall not apply to summary data, by course, for the common "core" items contained in student course evaluations, which have been selected as such by the Board or the University and made available by the University to the public on a regular basis.</p>	<p>11.8 Limited Access Information. All documents <i>containing information</i> reflecting evaluation of employee performance are limited-access records and shall be available for inspection only by the employee, <i>officials of the university responsible for supervision of the employee</i>, the employee's representative, University and Board officials who use the information in carrying out their responsibilities, peer committees responsible for evaluating employee performance or by court order. <i>Other persons such as, but not limited to, the employee's representative and peer committees responsible for evaluating employee performance, may have access with the written permission of the faculty member.</i> Arbitrators or others engaged by the parties to resolve disputes may view the records upon consent by the employee whose file is requested. However, such limited access status shall not apply to summary data, by course, for the common "core" items contained in student course evaluations, which have been selected as such by the Board or the University and made available by the University to the public on a regular basis. <i>In addition, to the above, the following records shall also be maintained in the evaluation file but may not be used or considered in the evaluation process until final determinations are rendered or they are considered final pursuant to F.S. 1012.91 (effective 2017).</i></p> <p><i>A. Records maintained for the purposes of any investigation of</i></p>
--	--	---

TA'd Articles - Collective Bargaining 2018-2021

			<p><i>employee misconduct, including but not limited to a complaint against an employee, including anonymous complaints, and all information obtained pursuant to the investigation of such complaint,</i></p> <p><i>B. Records maintained for the purposes of any disciplinary proceeding brought against an employee. The record of any disciplinary proceeding, including any evidence presented, shall be open to inspection by the employee and the employee's representative at all times.</i></p> <p><i>C. Records maintained for the purposes of any grievance proceeding brought by an employee for enforcement of a collective bargaining agreement or contract.</i></p> <p><i>D. Final determinations in such cases as referenced above, shall remain in the Evaluation File. Only final determinations may be used in evaluations, discipline, or promotion and tenure considerations.</i></p>
Article	Date TA'd		
13	4/4/18	LAYOFF The new proposed language now requires the administration to provide adequate notice to faculty of impending layoffs. Previously, the language merely suggested they should do so.	
		13.4 Notice to Employees. Employees should be informed of layoff as soon as practicable and, where circumstances permit, nine-month faculty with three or more years of continuous University service shall be provided notice by September 15 for a termination date no earlier than the conclusion of the following spring semester. Other employees with three or more years	13.4 Notice to Employees. Employees <i>will</i> be informed of layoff as soon as practicable. and, where circumstances permit, Nine-month faculty with three or more years of continuous University service shall be provided notice by September 15 for a termination date no earlier than the conclusion of the following spring semester. Other employees with three or more years of continuous

TA'd Articles - Collective Bargaining 2018-2021

		of continuous University service shall, where circumstances permit, be provided at least nine (9) months' notice. Formal written notice of layoff is to be sent via certified mail, return receipt requested, or delivered in person to the employee. The notice shall include effective date of layoff; reason for layoff; and if applicable, a statement of recall rights.	University service shall, where circumstances permit, be provided at least nine (9) months' notice. Formal written notice of layoff is to be sent via certified mail, return receipt requested, or delivered in person to the employee. The notice shall include effective date of layoff; reason for layoff; and if applicable, a statement of recall rights.
Article	Date TA'd		
17	4/24/18	<p>LEAVES</p> <p>The new proposed language specifies that University Instructors, Senior Instructors, and Instructors with three (3) years of service are eligible for Paid Parental Leave.</p> <p>The new proposed language regarding Compulsory Leave adds language that allows licensed health care providers to recommend behavioral adjustments.</p> <p>The new proposed language for FAUS Personal Leave Days now grants FAUS employees one day of personal leave that will not be charged to the employee's leave balance. Previously, this day could only be taken after first using 4 days counted against sick leave.</p>	
		17.9 Paid Parental Leave. A 9-month faculty member who does not accrue annual leave and is on a benefit-eligible line of 0.75 FTE or greater may utilize paid parental leave for a period of one (1) regular (Fall or Spring) semester no more than once every three years during his or her employment with the University. Such paid parental leave may be requested for a parental leave "Triggering Event", defined as the point when the faculty member becomes a biological parent or a child is placed in the faculty member's home for purposes of adoption by the faculty member.	17.9 Paid Parental Leave. A 9-month faculty member who does not accrue annual leave and is on a benefit-eligible line of 0.75 FTE or greater, <i>University Instructors, Senior Instructors, and Instructors with three (3) years of service</i> may utilize paid parental leave for a period of one (1) regular (Fall or Spring) semester no more than once every three years during his or her employment with the University. Such paid parental leave may be requested for a parental leave "Triggering Event", defined as the point when the faculty member becomes a biological parent or a child is placed in the faculty member's home for purposes of adoption by the faculty member.
		17.10 Leaves Due to Illness/Injury.	17.10 Leaves Due to Illness/Injury.

TA'd Articles - Collective Bargaining 2018-2021

		<p>(c) Compulsory Leave. (1) Placing Employee on Compulsory Leave. a. If an employee is unable to perform assigned duties due to illness/injury or poses a health risk, the Provost or designee may require the employee to submit to a medical examination, by a health care provider chosen and paid by the University, or by a health care provider chosen and paid by the employee, who is acceptable to the Provost or designee. Such health care provider shall submit the appropriate medical certification(s) to the University, indicating whether the employee is able to work, is unable to work, or is able to work with restrictions.</p>	<p>(c) Compulsory Leave. (1) Placing Employee on Compulsory Leave. a. If an employee is unable to perform assigned duties due to illness/injury or poses a health risk, the Provost or designee may require the employee to submit to <i>an medical</i> examination, by a <i>licensed</i> health care provider chosen and paid by the University, or by a <i>licensed</i> health care provider chosen and paid by the employee, who is acceptable to the Provost or designee. Such health care provider shall submit the appropriate <i>medical certification(s) opinion</i> to the University. <i>This opinion shall, indicateing</i> whether the employee is able to work, is unable to work, or is able to work with restrictions. <i>The restrictions recommended by the licensed health care provider may include behavioral adjustments that enable the employee to perform duties including but not limited to contributing to the safe, orderly and effective functioning of the University.</i></p>
		<p>17.13 FAUS Personal Leave Days. An FAUS employee may be granted four (4) days (non-cumulative) of leave per year for emergencies or for other personal reasons. The four days shall be taken from sick leave. The employee may be granted a fifth day of leave per year for emergencies or for other personal reasons and the fifth day will not be charged to any of the employee's leave balances. Except in the case of emergency, the employee shall provide at least two days notice of the intended leave. Such leave shall not be used on the day immediately preceding or following a holiday. Employees shall not be required to give reasons for</p>	<p>17.13 FAUS Personal Leave Days. An FAUS employee may be granted <i>one day of leave per year for emergencies or for other personal reasons and that day will not be charged to any of the employee's leave balances. An additional</i> four (4) days (non-cumulative) of leave per year <i>may be granted</i> for emergencies or for other personal reasons. The four days shall be taken from sick leave. <i>The employee may be granted a fifth day of leave per year for emergencies or for other personal reasons and the fifth day will not be charged to any of the employee's leave balances.</i> Except in the case of emergency, <i>1)</i> the employee shall provide at least two</p>

TA'd Articles - Collective Bargaining 2018-2021

		personal leave, except that the leave is for personal reasons.	days notice of the intended leave <i>and 2) such.</i> Such leave shall not be used on the day immediately preceding or following a holiday. Employees shall not be required to give reasons for personal leave, except that the leave is for personal reasons.
Article	Date TA'd		
18	3/23/18	INTELLECTUAL PROPERTY	
		The new proposed language in this Article adds algorithms as well as physical and digital models to the list of Works and Inventions, respectively. It also updates the name of the Office of Technology to the Office of Technology Development.	
		<p>18.2 Definitions</p> <p>(a) Works. A Work is any copyrightable material that is fixed in any tangible medium such as printed material, computer software, code or databases, audio and visual material, circuit diagrams, architectural and engineering drawings, lectures, musical or dramatic compositions, choreographic works, pictorial works, graphic works, sculptural works, instructional works, traditional works of scholarship, or institutional works</p>	<p>18.2 Definitions</p> <p>(a) Works. A Work is any copyrightable material that is fixed in any tangible medium such as printed material, computer software, <i>algorithms</i>, code or databases, audio and visual material, circuit diagrams, architectural and engineering drawings, lectures, musical or dramatic compositions, choreographic works, pictorial works, graphic works, sculptural works, instructional works, traditional works of scholarship, or institutional works</p>
		<p>18.2 Definitions</p> <p>(b) Inventions. An Invention is a discovery, way of doing or making things, or any new and useful improvement thereof. An Invention includes but is not limited to a machine, method of manufacture, composition of matter, a device or process, a system, circuit, chemical compound, mixture, method of doing business, know-how, design, model, or technological development.</p>	<p>18.2 Definitions</p> <p>(b) Inventions. An Invention is a discovery, way of doing or making things, or any new and useful improvement thereof. An Invention includes but is not limited to a machine, method of manufacture, composition of matter, a device or process, a system, circuit, chemical compound, mixture, method of doing business, know-how, design, <i>physical and digital</i> models, or technological development.</p>
		18.3 Disclosure	18.3 Disclosure

TA'd Articles - Collective Bargaining 2018-2021

		(a) Inventions. Upon creation or discovery, and prior to public disclosure, a Creator shall provide full and complete written disclosure to the University Office of Technology Transfer of any (1) Invention in his/her field of employment; (2) Invention using University Support; or (3) Invention governed by the terms and conditions of a grant or contract administered by the University or a University Direct Support Organization.	(a) Inventions. Upon creation or discovery, and prior to public disclosure, a Creator shall provide full and complete written disclosure to the University Office of Technology Development of any (1) Invention in his/her field of employment; (2) Invention using University Support; or (3) Invention governed by the terms and conditions of a grant or contract administered by the University or a University Direct Support Organization.
		18.3 Disclosure (b) Works. Upon creation and prior to publication, a Creator shall provide full and complete written disclosure to the University Office of Technology Transfer of any Work made with University Support, Institutional Work, or Work governed by the terms and conditions of a grant or contract administered by the University or a University Direct Support Organization.	18.3 Disclosure (b) Works. Upon creation and prior to publication, a Creator shall provide full and complete written disclosure to the University Office of Technology Development of any Work made with University Support, Institutional Work, or Work governed by the terms and conditions of a grant or contract administered by the University or a University Direct Support Organization.
Article	Date TA'd		
21	4/24/18	OTHER EMPLOYEE RIGHTS	
		The new proposed language provides for individual (as opposed to shared) office space for most in-unit faculty. It also provides for private space to advise and/or counsel students.	
		21.2 Office Space. Each employee shall be provided with office space which may be on a shared basis. The parties recognize the desirability of providing each employee with enclosed office space with a door lock, office equipment commensurate with assigned responsibilities, and ready access to a telephone. Each employee shall, consistent with building security, have reasonable access to the employee's office space	21.2 Office Space. <i>To the extent possible, the University shall provide each faculty member with office space, and office equipment commensurate with assigned responsibilities. Such equipment shall normally include a telephone, a computer, an internet connection, and access to a printer.</i> <i>a.) Each tenured, tenure-earning, and non-tenure earning,</i>

		<p>and laboratories, studios, music rooms, and the like used in connection with assigned responsibilities; this provision may require that campus security provide access on an individual basis. Before an employee's office location is changed, or before there is a substantial alteration to an employee's office to a degree that impedes the employee's work effectiveness, the affected employee shall be notified, if practicable, at least one (1) month prior to such change.</p>	<p><i>instructional full-time faculty members shall be provided with an enclosed individual office at their principal place of employment that has a door lock, except in a circumstance where to do so would not be reasonably possible.</i></p> <p><i>b.) Visiting faculty members, part-time faculty members, and faculty members not at their principal place of employment, may be provided office space on a shared basis. The University shall provide an appropriate location to ensure privacy when discussing sensitive matters with students for those faculty who share office space.</i></p> <p><i>c.) No faculty member shall have more than one office on the same campus unless they are on special assignment, grant/soft money, or assigned administrative duties that require the use of additional office space. The decision to assign additional office space shall be made in consultation with the Provost's designee or Dean of the unit impacted, and the requesting faculty member.</i></p> <p><i>d.) Full-time faculty members who provide confidential counseling services with the title of psychologist, psychiatrist, student counseling specialists or other mental health clinical faculty shall be provided with an enclosed individual lockable office, except in a circumstances where to do so would not be reasonably possible.</i></p> <p><i>e.) Each employee shall, consistent with building security, have reasonable access to the employee's</i></p>
--	--	--	---

TA'd Articles - Collective Bargaining 2018-2021

			<p>office space and laboratories, studios, music rooms, and the like used in connection with assigned responsibilities; this provision may require that campus security provide access on an individual basis.</p> <p><i>f.) Before an employee's office location is changed, or before there is a substantial alteration to an employee's office to a degree that impedes the employee's work effectiveness, the affected employee shall be notified, if practicable, at least one (1) month prior to such change.</i></p>
Article	Date TA'd		
22	2/28/18	STUDY LEAVE AND SABBATICALS	
		<p>The new proposed language makes employees who have been disciplined or on a Personal Improvement Plan (PIP) ineligible for sabbatical leave. It also permits more than one employee in a department/unit to be awarded a sabbatical.</p>	
		<p>22.2 Sabbaticals.</p> <p>(c) Eligibility for Sabbaticals.</p> <p>(2) Subsequent Sabbaticals at FAU. Employees shall not normally be eligible for a second sabbatical until six (6) years of continuous full-time service are completed following the prior sabbatical. Employees may apply during the sixth year.</p>	<p>22.2 Sabbaticals.</p> <p>(c) Eligibility for Sabbaticals.</p> <p>(2) Subsequent Sabbaticals at FAU. Employees shall not normally be eligible for a second sabbatical until six (6) years of continuous full-time service are completed following the prior sabbatical. Employees may apply during the sixth year.</p> <p><i>(3) Employees who have received discipline pursuant to Article 16 during the year of application for sabbatical, or are on a Personal Improvement Plan, are ineligible for sabbatical leave.</i></p>
		<p>(d) Application and Selection.</p> <p>(4) No more than one (1) employee in a department/unit need be awarded a sabbatical at the same time.</p>	<p>(d) Application and Selection.</p> <p>(4) No more than one (1) employee in a department/unit <i>shall</i> be awarded a sabbatical at the same time, <i>unless the President or representative</i></p>

TA'd Articles - Collective Bargaining 2018-2021

			<i>determines that there will be no adverse impact to the operations of the department.</i>
Article	Date TA'd		
23	9/28/18	<p>SALARIES</p> <ul style="list-style-type: none"> The new proposed language raises the minimum salary for Senior Instructors to \$45,000. Of equal importance, we removed the language limiting promotion raises for Senior Instructor: "The new salary may not exceed 15.0% more than the employee's salary from 3 years prior on a rolling basis") <p>Proposes a potential 6.0% increase over 3 years to the base salary:</p> <ul style="list-style-type: none"> A 1% base salary increase for 2018 – 19, 2019-20, and 2020-21. A 1% merit base wage increase for the years 2018-2019, 2019-2020, and 2020-2021 contingent upon earning a 3 or higher on annual performance evaluation. Establishes SUS BOG Performance Metrics Student Success Task Force Does NOT include any language linking compensation to the Performance Metrics <p>For FAU School (FAUS) employees:</p> <ul style="list-style-type: none"> Permanent status are now also eligible for promotion raises All eligible <i>non-permanent</i> status FAUS employees will receive a 2% base salary increase in 2018-2019, 2019-2020 and 2020-2021 for achieving an overall performance rating of Highly Effective or 1.5% base salary increase for achieving an overall performance rating of Effective. All eligible <i>permanent</i> status FAUS employees shall receive a 1.99% base salary increase in 2018-2019, 2019-2020 and 2020-2021 for achieving an overall performance rating of Highly Effective or 1.49% base salary increase for achieving an overall performance rating of Effective. Does NOT include any language linking compensation to the DOE Performance Metrics. 	

		<p>23.2 A.(3) in recognition of promotion to Senior Instructor/Senior Lecturer in accordance with the Provost's Memorandum on Appointment and Promotion of Instructors and Lecturers, an increase of 9.0% of the employee's previous year's base salary, but the new salary may not exceed 15.0% more than the employee's salary from 3 years prior on a rolling basis, if in the same position. The new base salary must be equal to or greater than \$40,000.</p> <p>(4) in recognition of promotion to University Instructor/University Lecturer in accordance with the Provost's Memorandum on Appointment and Promotion of Instructors and Lecturers, an increase of 12.0% of the employee's previous year's base salary, but the new salary</p>	<p><i>23.1 Effective Date. The 2018-2019 salary increases and adjustments referenced in this Article shall become effective upon ratification of this agreement by both parties, and implemented on the first full pay period of the month which UFF-FAU ratifies this agreement. The 2019-2020 base salary increases and adjustments referenced in this Article shall become effective the full first pay period in September 2019. The 2020-2021 salary increases and adjustments referenced in the Article shall become effective the full first pay period in September 2020.</i></p> <p><i>23.2 A.(3) in recognition of promotion to Senior Instructor/Senior Lecturer granted in 2017-2018, 2018-2019, 2019-2020, and 2020-2021 in accordance with the Provost's Memorandum on Appointment and Promotion of Instructors and Lecturers, an increase of 9.0% of the employee's previous year's base salary. but the new salary may not exceed 15.0% more than the employee's salary from 3 years prior on a rolling basis, if in the same position. The new base salary must be equal to or greater than \$40,000.</i></p> <p><i>(4) The new base salary for all Senior Instructors/Lectures must be equal to or greater than \$45,000.</i></p> <p><i>(4) in recognition of promotion to University Instructor/University Lecturer granted in 2017-2018, 2018-2019, 2019-2020, and 2020-2021 in accordance with the Provost's Memorandum on Appointment and Promotion of Instructors and Lecturers, an increase of 12.0% of</i></p>
--	--	---	--

		<p>may not exceed 18.0% more than the employee's salary from 3 years prior on a rolling basis, if in the same position.</p>	<p>the employee's previous year's base salary. but the new salary may not exceed 18.0% more than the employee's salary from 3 years prior on a rolling basis, if in the same position.</p> <p>23.3 Additional University Compensation Increases for Faculty. The FAU Board of Trustees has made a commitment to provide funds for additional compensation increases for all high performing in-unit faculty (not FAUS) and librarians. Each pool of funds below includes any applicable legislative appropriated compensation and applies to all regular bargaining unit employees who were employed as of the prior May 1, and have continued in-unit employment through the date of distribution.</p> <p>A. Base Salary University Increases. A 1.00% base wage increase of the September 1 base salary for 2018-2019, 2019-2020, and 2020-2021.</p> <p>B. Base Salary University Merit Increases. A 1.00% merit base wage increase for the years 2018-2019, 2019-2020, and 2020-2021 contingent upon earning a 3 or higher on annual performance evaluation.</p> <p>C. SUS BOG Performance Metrics Student Success Task Force. The Provost's Office and faculty members shall form a working task force to identify and implement strategies to improve student success as determined by the Performance Funding Metrics. The Provost or designee shall form a task force</p>
--	--	---	---

		<p><i>including an elected in-unit faculty member from each college and administrators to collaboratively work to improve student success at FAU.</i></p> <p><i>B. FAUS Non-Permanent Employee Performance Salary Schedule (PSS) Increases. All eligible non-permanent status FAUS employees shall receive a 2% base salary increase in 2018-2019, 2019-2020 and 2020-2021 for achieving an overall performance rating of Highly Effective or 1.5% base salary increase for achieving an overall performance rating of Effective.</i></p> <p><i>C. FAUS Permanent Employee Grandfathered Salary Schedule (GSS) Increases. All eligible permanent status FAUS employees shall receive a 1.99% base salary increase in 2018-2019, 2019-2020 and 2020-2021 for achieving an overall performance rating of Highly Effective or 1.49% base salary increase for achieving an overall performance rating of Effective.</i></p> <p><i>D. Performance and Grandfathered Salary Schedules for FAUS Employees.</i></p> <p><i>(1) In accordance with 1012.22, F.S., the State requires two salary schedules: Grandfathered and Performance.</i></p> <p><i>a. Grandfathered Salary Schedule.</i></p> <p><i>The Grandfathered Salary Schedule (GSS) is limited to full-time (1.0 FTE) school employees who currently have and remain employed on a permanent status</i></p>
--	--	---

			<p><i>contract. The GSS employee base minimum starting salary \$45,500. The GSS salary schedule is determined based on negotiated increases. Permanent employees on the Grandfathered Salary Schedule below the newly established minimum salary will be adjusted to \$45,500.</i></p> <p><i>GSS employees are eligible for the annual Advanced Degree Supplement described below and those other supplements in accordance with the provisions of Article 23.4(E). Supplements are not added to or become part of the base salary.</i></p> <p><i>GSS employees are eligible for promotion base salary increases in accordance with Article 14. Promotion increases shall be calculated on the base salary only, not including any supplement(s).</i></p> <p>b. Performance Salary Schedule.</p> <p><i>The Performance Salary Schedule (PSS) is only available to instructional personnel on an annual contract. Employees on the GSS or with a permanent status contract are not eligible for the PSS. Permanent status employees may “opt in” to the PSS by permanently forfeiting permanent status and assuming employment on an annual contract. A permanent employee may not return to the GSS or regain permanent status.</i></p> <p><i>The PSS employee base minimum starting salary is \$42,000. Salaries of annual employees on the</i></p>
--	--	--	---

TA'd Articles - Collective Bargaining 2018-2021

			<p><i>Performance Salary Schedule below the newly established minimum salary will be adjusted to \$42,000.</i></p> <p><i>PSS employees are eligible for the annual Advanced Degree Supplement described below and those other supplements in accordance with the provisions of Article 23.4(E). Supplements are not added to or become part of the base salary.</i></p> <p><i>PSS employees are eligible for the annual Advanced Degree Supplement described below and those other supplements in accordance with the provisions of Article 23.4(E). Supplements are not added to or become part of the base salary.</i></p>
Article	Date TA'd	BENEFITS	
24	7/18/18	<p>The process for accessing and receiving reimbursement for free university courses for dependent children is much improved. No more 4 year graduation requirement or waiting until graduation for a rebate</p>	
		<p>24.7 Free University Courses for Employees and Dependent Children</p> <p>(a) Full-time employees, including employees on sabbaticals or on professional development or grants-in-aid leave, may enroll for up to six (6) credit hours of instruction per term (Fall, Spring, or Summer) under the Employee Educational Scholarship Program (EESP). Information on this program is available on the Human Resources webpage.</p> <p>(b) Employees eligible for FAU's</p>	<p>24.7 Free University Courses for Employees and Dependent Children</p> <p><i>(a) Full-time employees, including employees on sabbaticals or on professional development or grants-in-aid leave, may enroll for up to six (6) credit hours of instruction per term (Fall, Spring, or Summer) under the Employee Educational Scholarship Program (EESP). Employees may enroll either as degree seeking students or on a space available basis. Information on this program is available on the Human Resources webpage.</i></p> <p><i>(b) Enrollment must be online,</i></p>

		<p>EESP who do not use their six (6) credit hours of instruction per term may instead participate in the dependent child tuition rebate plan for an IRS qualified dependent child. A dependent child duly admitted to an undergraduate degree program may have in-state tuition remitted for up to sixty (60) credit hours if they are enrolled and successfully complete a degree within a four (4) year period. Dependents transferring 1-30 credits must graduate within a four (4) year period, 31-60 credits within a three (3) year period and over 60 credits within a two (2) year period. Upon graduation in accordance with the program, the graduate will receive a rebate for sixty (60) in-state credit hours or 50% of the tuition paid by the student, whichever is less. All other policies and rules of the EESP and dependent child tuition rebate plan apply. Information on this dependent child tuition rebate plan is available on the Human Resources webpage.</p>	<p><i>regular lecture, or laboratory courses, thesis or dissertation, directed individual studies, directed research courses or internships. College of Medicine, and continuing education courses are excluded.</i></p> <p><i>(c) The employee will be responsible for paying the tuition and fees for any courses dropped (except for courses dropped on an emergency basis) by the employee after the official Drop/Add period during the first week of classes. If the individual withdraws from the university before the end of the last day to withdraw, the employee will be responsible for paying that portion of tuition and fees that is not subject to refund.</i></p> <p><i>(d) An employee enrolled in an "A-F" graded course must receive a grade of "C" or better in any undergraduate level course or a grade of "B" or better in any graduate level course. An employee enrolled in a "P-F" graded course must receive a "P". Receipt of a lower grade will result in the employee being charged for the course.</i></p> <p><i>(e) Employees should discuss with their supervisors their intent to take classes and should schedule classes during non-working hours to ensure there is no conflict with assigned responsibilities. When a desired class cannot be scheduled during non-work hours, the supervisor may allow the employee to use annual leave or modify his or her assignment based on the departmental needs.</i></p> <p><i>(f) Employees eligible for FAU's</i></p>
--	--	---	--

			<p><i>EESP who do not use their six (6) credit hours of instruction (graduate or undergraduate) per term may instead participate in the dependent child tuition plan for an IRS qualified dependent child. The dependent/student will be responsible for any and all non-refundable fees as identified in the university catalog and regulations. Only undergraduate classes are eligible. These credits do not accrue.</i></p> <ul style="list-style-type: none"><i>a. Eligibility. A dependent child must be duly admitted to an undergraduate degree program and must be enrolled in a minimum of thirty (30) credits per academic year, with a minimum of twelve (12) credits in the Fall semester, and twelve (12) credits in the Spring semester.</i><i>b. The parent or employee will be responsible for paying the tuition and fees for any courses dropped (except for courses dropped on an emergency basis) by the student after the official Drop/Add period during the first week of classes. If the individual withdraws from the university before the end of the last day to withdraw the parent or employee will be responsible for paying that portion of tuition and fees that is not subject to refund.</i><i>c. Students enrolled must maintain at least a 2.0 cumulative GPA. If the student falls below a 2.0 cumulative GPA for the term, the parent or employee will be</i>
--	--	--	--

TA'd Articles - Collective Bargaining 2018-2021

			<p><i>responsible to repay the credits applied for that semester's EESP.</i></p> <p>d. <i>All other policies and rules of the EESP and dependent child tuition rebate plan apply. Information on this dependent child tuition plan is available on the Human Resources webpage.</i></p>
Article	Date TA'd		
26	4/4/18	PAYROLL DEDUCTION	
		The new proposed language clarifies the current process and is more in line with UFF bylaws	
		<p>26.1 Deductions. (a) During the term of this Agreement, the University agrees to deduct the UFF membership dues in an amount established by the UFF and certified in writing by the FAU-UFF Chapter President to the University, and to make other UFF deductions in an amount authorized by an employee, from the pay of those employees in the bargaining unit who individually and voluntarily make such request on a written authorization form to the Payroll Department.</p>	<p>26.1 Deductions. (a) During the term of this Agreement, the University agrees to deduct the UFF membership dues in an amount established by the UFF and certified in writing by the FAU-UFF Chapter President to the University, and to make other UFF deductions in an amount authorized by an employee, from the pay of those employees in the bargaining unit who individually and voluntarily make such request on a written authorization form to the <i>Office of the Provost</i>.</p>
		<p>26.3 Termination of Deduction. The University's responsibility for deducting dues and other authorized deductions from an employee's salary shall terminate automatically no later than thirty (30) days after receiving written notice from the employee to the Payroll Department. The University will notify the UFF of the written notice of the termination of deduction authorization.</p>	<p>26.3 Termination of Deduction. The University's responsibility for deducting dues and other authorized deductions from an employee's salary shall terminate <i>automatically</i> no later than thirty (30) days after receiving written notice from the employee to the <i>Office of the Provost</i>. The University will notify the UFF of the written notice of the termination of deduction authorization.</p>
Article	Date TA'd		
		DURATION	

TA'd Articles - Collective Bargaining 2018-2021

30	09/28/18	The new proposed language allows for renegotiation of the contract if both parties agree.	
		30.2 Reopeners. Article 23 may be reopened for negotiations if necessary in accordance with Article 23.9.	<i>30.2 Reopeners. There shall be no reopeners for the duration of the agreement except by mutual agreement of both parties.</i>
Appendix G			
TA'd 2/28/18		EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION PROCEDURE The new proposed language addresses the process for grieving an Annual Assignment that the employee feels is arbitrary or unreasonable. It gives the Umpire's decision more "teeth" in cases where he/she rules in favor of the employee.	
		G.3 Assignment Dispute Resolution Procedures. (1) The ADR Meeting shall be conducted as follows: (4) If the Umpire decides that the employee's assignment was imposed arbitrarily or unreasonably, the Umpire may also suggest an appropriate remedy. This suggestion is not binding on the University but shall be used by the President or President's designee in fashioning an appropriate remedy.	G.3 Assignment Dispute Resolution Procedures. (1) The ADR Meeting shall be conducted as follows: (4) If the Umpire decides that the employee's assignment was imposed arbitrarily or unreasonably, <i>the President or President's designee shall use the Umpire's decision in fashioning an appropriate remedy.</i>