

TENTATIVE AGREEMENT 08-03

New College of Florida and the United Faculty of Florida tentatively agree to the text set out in the attachment to be included in the Collective Bargaining Agreement currently under negotiation. These provisions revise Section 3.3 of the Agreement and establish new Sections 3.4, 3.5, and 3.6. Provisions allowing credit toward research assignments are not intended to establish any precedent for any additional credit based upon participation in collective bargaining process or in any other context.

Signatures

New College of Florida

United Faculty of Florida



By Steve Pfeiffer, Chief Negotiator



By Uzi Baram, Chief

Date: Feb 3, 2009

Date: 2/3/09

3.3 Released Time.

- (a) The College agrees to provide one unit of released time per year to one full-time employee designated by the UFF for the purpose of carrying out the UFF's obligations in representing employees and administering this Agreement, ~~in academic years not immediately prior to the expiration of a current Collective Bargaining Agreement. In academic years immediately prior to the expiration of a current Collective Bargaining Agreement, the College agrees to provide two units of released time per year to two full-time employees designated by the UFF for the purpose of carrying out the UFF's obligations in representing employees and administering this Agreement.~~ The UFF shall provide the College with its a list of requested designees for the academic year no later than April 15 of the preceding academic year. A sSubstitutions of the designated employee for the spring semester may be made upon written notification submitted by the UFF to the College no later than October 1.
- (b) A "unit" of released time shall consist of a reduction in teaching load of one (1) course per Fall or Spring semester for instructional employees or, for nonteaching employees, a reduction in workload of ten (10) hours per week for one semester, or five (5) hours per week for two semesters.
- (c) Released time shall be used for conducting UFF business, at the College or State level, and shall not be used for lobbying or other political representation, or for personal purposes.
- (d) Employees who are on leave of any kind shall not be eligible to receive released time.
- (e) Upon the failure of the UFF to provide a list of designees by the specified deadlines, the College may refuse to honor any of the released time requests which were submitted late. Substitutions submitted after the October 1 deadline shall be allowed at the discretion of the College.
- (f) (1) An employee who has been granted released time in accordance with this Section during three (3) consecutive academic years shall not again be eligible for released time until two (2) academic years have elapsed following the end of the third academic year in which such released time was granted. No employee shall be granted more than one unit of released time in accordance with this Section in a single academic year.;
- (2) These restrictions may be waived at the discretion of the College.
- (g) Employees on released time shall be eligible for salary increases on the same basis as other employees, but their released time activities shall not be evaluated nor taken into consideration by the College in making personnel decisions.
- (h) Employees on released time shall retain all rights and responsibilities as employees but shall not be considered representatives of the College for any activities undertaken on behalf of the UFF. The UFF agrees to hold the College harmless for any claims arising from such activities, including the cost of defending against such claims.

3.4 Credit Toward Research Assignments

- (a) The College agrees to allow one year of credit toward research assignment, in addition to normal credit, for three years of consecutive service as a UFF officer or representative on the bargaining team by an employee who is a teaching member of the faculty for the purpose of providing an incentive to serving as a UFF officer or representative on the bargaining team.
- (b) The one year credit may be applied to requirements for research assignment as set out in Article 22 of this Agreement and at Section 4.7 of the *Faculty Handbook*.
- (c) The credit can be applied to no more than three teaching members of the faculty during one academic year.
- (d) The UFF shall provide the College with its designees of employees who will receive the credit toward research assignment no later than April 15 of the academic year in which the employee has completed three years of consecutive service as a UFF officer or representative of the bargaining team.
- (e) Upon failure of the UFF to provide a list of designees by the specified deadline, the College may refuse to honor any request for credit toward research assignment that were submitted late.

3.5 Allowing Attendance at Bargaining Related Activities

- (a) For the purpose of providing an incentive to serving as a representative on the bargaining team, the College agrees to allow non teaching faculty employees who are members of the bargaining team to attend bargaining sessions and caucuses without being required to take leave in order to do so.
- (b) No more than three (3) non teaching faculty employees who are members of the UFF bargaining team shall be permitted to attend bargaining sessions and caucuses in accordance with this Section without being required to take leave in order to do so, and the total number of employees who receive credit in accordance with Section 3.4 and leave in accordance with this Section shall not exceed four (4).
- (c) The UFF shall provide the College with its designees of members of the bargaining team who may attend bargaining sessions and caucuses without being required to take leave in order to do so by April 15. A substitution of the designated employees may be made upon written notification submitted by the UFF to the College no later than October 1.
- (d) Upon failure of the UFF to provide a list of designees by the specified deadlines, the College may refuse to honor any request that employees be permitted to attend bargaining sessions and caucuses without being required to take leave in order to do so.

3.6 Negotiations to be Conducted Only During Academic Year

In order to ensure that employees who are teaching members of the faculty not have summer research interrupted, the College agrees that collective bargaining

negotiating sessions shall be confined to the Academic Year unless UFF requests that sessions be conducted outside of the Academic Year.

TENTATIVE AGREEMENT 08-04

New College of Florida and the United Faculty of Florida tentatively agree to the text set out in the attachment to be included in the Collective Bargaining Agreement currently under negotiation. These provisions revise Section 10.1 (a) of the Agreement.

Signatures

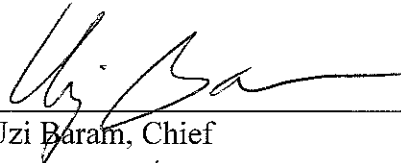
New College of Florida

United Faculty of Florida



By Steve Pfeiffer, Chief Negotiator

Date: Feb. 17, 2009



By Uzi Baram, Chief

Date: 2/17/09

Stricken language is to be deleted from the paragraph.

- (a) Annual Evaluations. The purpose of the annual evaluation is to assess and communicate the nature and extent of an employee's performance of assigned duties consistent with the criteria specified in Section 10.4. The performance of employees, ~~other than those who have received notice of non-reappointment under Section 12.2 or those not entitled to receive notice of non-reappointment under Section 12.2,~~ shall be evaluated at least once annually, and they shall be advised of the academic term during which such evaluation will be made. Personnel decisions shall take such annual evaluations into account, provided that such decisions need not be based solely on written employee performance evaluations.