FSU-UFF 2019-2020 UFF Proposal # 32-4 July 10, 2019

## 1 Article 32 DEFINITIONS 2 As used in this Agreement, the term: 3 -"Aacademic year" means a period consisting of a fall and spring semester, (*i.e.*, of approximately 19.5 pay 4 periods or 39 contiguous weeks or 19.5 pay periods). 5 6 -"Aadministration" means administrative staff acting on behalf of the President and/or Board of Trustees. 7 -"Board" or "Board of Trustees" means the legally responsible governing body of the Florida State University, established by Article 9 Section 7 of the Florida Constitution, acting through the President 8 9 and staff. -"Bbargaining unit" means those faculty members, collectively, represented for collective bargaining 10 11 purposes by the UFF pursuant to the certification of the Florida Public Employees Relations Commission in Case Number EL-2003-038 (October 24, 2003) and reflected in Certification Order 12 13 Number 1438. 14 -"Base salary", or salary rate, refers to the rate of pay in the faculty member's 9-month or 12-month appointment contract and does not include summer salaries for 9-month faculty members, bonuses, 15 16 overloads, supplements, or payments from non-FSU payroll sources. -"Board committee" or "committee of the Board" means any committee or subcommittee of the Board. 17 18 -"Bbreak in service" means a separation from the University (voluntary resignation, retirement, non-19 reappointment, termination for just cause, or layoff) that ends the employer-employee relationship between the University and the faculty member and lasts more than 31 days, following which the faculty 20 member is rehired and treated as a new faculty member for purposes of computing seniority and years 21 of service. A faculty member who separates from the University as a result of layoff shall not be 22 considered to have a break in service if re-hired during the recall period, as specified in Article 13.5(c). 23 24 -"Ceollege/unit" means a college or a comparable administrative unit generally equivalent in size and 25 character to a college. 26 -"Ceontinuous service" means employment at the University in a faculty salary pay plan (non-Adjunct/OPS) 27 uninterrupted by a break in service. For academic year faculty members (9 month), one year of 28 continuous service is equivalent to the nine (9) month employment period. 29 "Contract and Grant funding budget (C&G)" refers to contracts and grants managed by related to sponsored the Office of Research. research.a budget entity, consisting of trust fund monies only, that funds activities 30 31 for which the University receives outside agency for performing specific services, usually research or 32 training. New Sr

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2 - "<u>D</u>days" means calendar days.

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- -"Dean" means the principal administrator of a college or of a comparable administrative unit generally
  equivalent in size and character to a college.
- 5 —"Delepartment chair" means the principal administrator of a department/unit. In the case of a college/unit
  6 that does not contain any department/units, the dean also serves in the role of department chair.
- -"Delepartment/unit" means a department or a comparable administrative unit generally equivalent in size
  and character to a department, within a college. In the case of a college or school that does not contain
  any smaller administrative units, the college is considered to be a department/unit unto itself.

10 "E&G budget" or "Education and General budget" indicates the state funding source for the educational and

general activities (programs and services, including research, public service, and instructional programs
 leading to formal degrees) performed by Florida universities.

- <u>"E&G funding" or "Education and General funding" refers to General Revenue (primarily Florida sales tax</u>
  <u>revenue</u>), Tuition and Fees, and the Lottery funding sources that include General Revenue (primarily
  <u>Florida's sales tax</u>), the Educational Enhancement Trust Ffund (lottery ticket sales), and student and
  other fees (tuition, out of state fees, and other miscellaneous fees)
- 17 —"Eemployee" means a member of the bargaining unit.
- 18 —"eEquitable" means fair and reasonable under the circumstances.
- -"Ffaculty member" means a member of the bargaining unit, and "faculty members" means all members of
  the bargaining unit.
- <u>"Instructional faculty" are those members of the faculty who have a whose regular assignment component of</u>
  <u>their assignment devoted toincludesis teaching with one or more academic-credit courses assigned.</u>
  <u>Typically, such faculty will be in the following job classifications: Professor, Associate Professor, Associate Professor, Associate Professor, Associate Professor, Cassifications and Instructional Specialist classifications.</u>
- 26 -"<u>M</u>months" means calendar months.
- 27 <u>"Non-F&G fundingbudget" consists of funding from budget entities that exclude E&G, such as Auxiliaries,</u>
  28 <u>DRS [let's spell-out]</u>, contracts and grants (C&G), and Local Funds (Student Activities, Technology
  29 Fee, Vending, and Athletics).
- 30  $-\underline{N}$  mumber: The singular includes the plural.
- 31 "OPS" or "Other Personnel Services" refers to a temporary and at-will pay plan.
- 32 -"President or representative" means the University President, or a person(s) who has been delegated to speak

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- and act with the authority of the President in the matter at hand.
- -"Pprincipal place of employment" means the campus location or other University site specified on the
  faculty member's standard employment contract.
- 4 —"Ssemester" means <u>fall or spring semester (unless a different semester is specified)</u>one of the two
  5 approximately 19.5 week periods which together constitute the academic year.
- 6 <u>"Specialized Faculty" are faculty in non-tenured and non-tenure earning positions."Specialized Faculty" are</u>
  7 <u>faculty in non-tenured and non-tenure earning positions as specified in Article 9.10, along with</u>
  8 <u>Specialist, Computer Research; Specialist, Music; and Childcare Specialist. cept for</u>
  9 <u>Scholar/Scientist/Engineer, Assistant in</u>, <u>Associate in</u>, <u>and Program Director.</u>
- -"Ssupervisor" means an individual identified by the President or representative as having immediate
  administrative authority over faculty members.
- -"SUS" or "State University System" means the system of institutions and agencies within the jurisdiction
  of the Board of Governors.
- 14 <u>"TEP" or "Tapered Employment Program" refers to the program allowing faculty members aged 60 or above</u>
  15 to switch to part-time employment.
- 16 —"UFF" means the United Faculty of Florida.

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- -"UFF Chapter" means the Florida State University chapter of the UFF, and. N notification ofto the UFF
  Chapter means notification ofto the President of the UFF Chapter or designated representative.
- 19 —"UFF Grievance Chair" means the chair of the Grievance Committee of the UFF Chapter.
- 20 —"Uunit" means a recognized administrative or organizational entity of the University.
- 21 —"Unit Head" for the purpose of grievance processing is the dean or comparable-level administrator, as
  22 appropriate, over the unit in which the grievant is employed.
- 23 —"University" means the Florida State University acting through the Board of Trustees, the President or its
  24 staff.
- 25 "Yyear" means a period of twelve (12) consecutive months.

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