

# UNITED FACULTY OF FLORIDA SAINT LEO UNIVERSITY

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<http://www.ufslu.org>

## Message from the President

Written by Valerie Wright, UFFSLU President

Happy New Year! I hope you all had a restful and joyous holiday break!

Union negotiations have been going well and I am confident we will be done this semester. We are putting the finishing touches on *Faculty Evaluations*, and working on *Faculty Rights and Responsibilities*, as well as *Promotion and Tenure*....all important topics.

Thank you to those of you who responded to our survey in the fall. We received lots of good feedback and suggestions on how to better communicate with our members. Based on those suggestions, we will be holding monthly meetings to answer your questions and to share how negotiations are moving forward. We held one meeting, *Coffee and Donuts*, in November that proved very successful. Please be on the lookout for upcoming meetings this spring. We will also be holding a TGIF event on campus in February. This event will be held in collaboration with administration as we both seek to build a stronger sense of community.

Please feel free to reach out to me or any of our officers if you have any questions or concerns!

## Understanding Your UFFSLU Contract

Written by Patricia Tobin Senger, UFFSLU Secretary

Since 1-17-2019 your faculty contract bargaining agreement committee has consisted of Valerie Wright, Patricia Tobin Senger, Lyn Wilson and UFF Union Negotiator Michael Moats. There have been 58 meetings since the inception. Because we understand that most faculty have not read the existing union contract cover to cover, it seems like a good practice to start publishing different portions of the existing contract here so that you may familiarize yourself with the many benefits of union membership and union representation, which directly affect you.

### **Spotlight on: Section 3 Copyrights and Patents**

Within the tradition of academic freedom as promulgated in the AAUP'S 1940 statement of Principles on Academic Freedom and Tenure, and the AAUP's Statement on Copyright (1999), the parties to this agreement believe that "the public interest is best served by creating an intellectual environment in which creativity, scholarship, and innovation can be encouraged and rewarded while still retaining for the university reasonable access to the intellectual property of the faculty for whose creation the university has provided assistance." Furthermore, "...it is the prevailing academic practice to treat the faculty member as the copyright owners of works that are created independently of support from the University and the faculty member's own initiative for traditional academic purposes. Faculty created works may not be treated as "made for hire" merely because it is created with the use of university resources, facilities, or materials of the sort traditionally and commonly made available to faculty members." (AAUP, Statement of Copyright, 1999)

*When in doubt talk to your Grievance Officer*

Faculty are free to enter into contractual agreements with the administration in which faculty may sell some or all of their intellectual property rights on a given work, which will establish the percentage of ownership of such rights. The modification of ownership rights may occur if the parties involved enter into an agreement before the intellectual property is developed. The agreement will include all who provide funding, who will provide the work, what facilities may be used, deadlines for materials, as well as details relating to who will own and control what percentage of the work, including any royalties.

### ***Spotlight on: Weingarten Rights***

***You have a right to request union representation if you believe that a meeting may result in disciplinary action, even if it is a “fact finding” meeting.***

1. You must have a reasonable belief that investigatory meeting, interview, or proceeding may result in disciplinary action.
2. You must invoke that right by requesting that a union representative be present.
3. If a union representative is unavailable to attend, you can insist that the meeting, interview, or proceeding be rescheduled.
4. If you are already in a meeting and it becomes clear that it could result in disciplinary action, you have the right to ask at that moment for a representative to be brought in to the meeting, and if he or she is not available, you have the right to ask that the meeting be rescheduled.

Management then has three options:

- a. They can stop the meeting/reschedule it until the representative arrives or is available
- b. They can call off the interview or
- c. They can tell you that they will cancel the meeting unless you voluntarily give up your right to a union representative (an option you should always refuse.)

**What to say if a meeting turns into one where you need representation: “If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative be present at this meeting. Without representation present, I choose not to participate in this discussion.”** An employee represented by a union is entitled to union representation at a meeting where he or she has reasonable grounds to fear that the meeting may result in disciplinary action. *NLRB v. J. Weingarten, Inc.*, 420 U.S. 251 (1975)

**These are your Union Grievance Officers:**

Patrick Crerand      Valerie Kasper

Michael Moorman      Diane Scotland-Coogan

As always, please contact any of your union board members for any questions you may have. If you have not yet received your union pin....a gift from your union board members...please e-mail me at [patricia.senger@saintleo.edu](mailto:patricia.senger@saintleo.edu) and let me know if you would like me to simply place it in an envelope under your door (indicate the building and room #), or send it to you via interoffice mail (please include the exact office mail address). Thank you!

*When in doubt talk to your Grievance Officer*