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**Collective Bargaining Agreement**

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**Between the**

**Florida Agricultural & Mechanical University  
Board of Trustees**

**and the  
United Faculty of Florida**

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## **PREAMBLE**

The intent of the parties hereto in carrying out their responsibilities to negotiate the terms and conditions of employment of members of the bargaining unit is to promote the quality and effectiveness of education at Florida Agricultural and Mechanical University and to maintain high standards of academic excellence in all phases of instruction, research, and service. The parties concur that these objectives are facilitated by amicable adjustment of matters of mutual interest. It is recognized by the parties that mutual benefits are to be derived from continual improvement at Florida Agricultural and Mechanical University, and that participation of faculty and professional employees in the formulation of policies under which they provide their services is educationally sound.

While the Florida Agricultural and Mechanical Chapter of the United Faculty of Florida (hereinafter UFF), as the elected bargaining agent, retains the exclusive right to negotiate and reach agreement on terms and conditions of employment for the members of the bargaining unit, and the Board of Trustees (hereinafter the Board) retains its rights, under law, to manage and direct the university, the parties recognize the desirability of a collegial governance system for faculty and professional employees in areas of academic concern. It is desirable that the collegial system of shared governance be maintained and strengthened throughout the university so that employees will have a mechanism and procedure, independent of the collective bargaining process, for making recommendations to appropriate administrative officials.

Collegiality in academic governance on the campus of the Florida A&M University can best be accomplished through Senates selected by representatives of the appropriate campus constituencies in accordance with the institution's constitution and tradition. Appropriate matters of concern should be brought before the Senate by its members or steering committee, or by the President of the university or representatives. Among matters which may be of concern to the Senate include: (a) curriculum policy and curricular structure; (b) requirements for degrees and granting of degrees; (c) policies for recruitment, admission, and retention of students; (d) the development, curtailment, discontinuance, or reorganization of academic programs; (e) grading policies; and (f) other matters of traditional concern.

In such a collegial system, departments or other traditional governance structures should play an active and responsible role in academic matters, including significant involvement in the recruitment of new faculty and professional employees, the development of high quality programs, participation in the development of tenure, promotion, and merit salary increase criteria, participation in the selection of instructional and library materials, and other matters of professional concern. The collegial relationship is most effective when peers work critically together to carry out their duties in the most professional manner possible.

In recognition of the importance of the collegial system of governance described herein, the President or the representatives shall confer regularly with representatives from the Florida A&M University Senate or equivalent body.

The Preamble is a statement of intent and policy and is, therefore, not subject to Article 20, Grievance Procedure.

**ARTICLE 1  
RECOGNITION**

1.1 Bargaining Unit. The Board hereby recognizes the United Faculty of Florida as the exclusive representative, solely for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment as specifically set forth in this Agreement, for all employees in the bargaining unit described in Order Number 03E-179 dated July 25, 2003, Certification number 1412, issued by the Public Employees Relations Commission. Attached in Appendix A, is the listing of titles included in the faculty bargaining unit.

1.2 Board and University Rules and Policies.

(a) If there is an inconsistency between an existing university rule or policy or Board rule or policy and an express provision of this Agreement, the Board agrees to promptly remedy the inconsistency.

(b) No new, existing or amended Board or university rule, policy, or resolution shall apply to employees if it conflicts with an express term of the Agreement.

(c) The Board shall provide to the UFF or the local UFF Chapter, respectively, an advance copy of any proposed rule or policy changing a term or condition of employment contained in this Agreement. The Board or the University, as the case may be, shall provide the advance copy of a proposed rule no later than the date of publication under the provisions of the Administrative Procedure Act. The advance copy of a policy shall be provided to the UFF or its local Chapter, as appropriate, at least two (2) weeks in advance of its effective date so as to permit the UFF or its Chapter to seek consultation with respect to it. With respect to a rule adopted pursuant to the emergency provisions of the Administrative Procedure Act, an advance copy shall be provided as far in advance of its effective date as is feasible under the circumstances.

(d) If the Board or a committee of the Board has scheduled public hearings on any Board action that would conflict with an express term of this Agreement, the UFF shall not be denied the opportunity to address the matter.

(e) If any proposed rule, policy, or resolution would modify an express term of this Agreement, the Board or its designee shall engage in collective bargaining with respect to the change upon the UFF's request.

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 Affirmative Action Plans. The UFF Chapter President shall be provided without cost a copy of the university's Affirmative Action Plan or Update.

## **ARTICLE 3 UFF PRIVILEGES**

3.1 Use of Facilities and Services. Subject to the rules of the Board and the University, 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 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.

### 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 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 Board and the UFF 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 Board 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) The Board shall place a link in an appropriate place on the university web site to the web site of the local UFF.

(c) 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.

### 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 three (3) faculty for the entire summer term, upon written request by the UFF provided no later than March 15 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) No more than three (3) employees from the university, nor more than one employee per fifteen (15) employees per department/unit, need be granted such leave at any one time.

(c) The UFF shall reimburse the Board for the employees' salary, fringe benefits, and retirement.

(d) Employees on full-time leave under this paragraph shall be eligible to receive salary increases in accordance with the provisions of Section 17.12. Employees on less than full-time leave under this paragraph shall be eligible to receive salary increases on the same basis as other employees.

(e) An employee who has been granted leave under this Article for two (2) consecutive academic years shall not again be eligible for such leave until two (2) consecutive academic years have

elapsed following the end of the leave. Four (4) employees, designated by the UFF, shall be exempt from the provisions of this subsection. Other exceptions may be granted at the discretion of the Board upon prior written request by the UFF.

(f) The University or the Board shall not be liable for the acts or omissions of said employees during the leave and the UFF shall hold the Board harmless for any such acts or omissions, including the cost of defending against such claims.

(g) An employee on such leave shall not be evaluated for this activity, nor shall such activity be considered by the University in making personnel decisions.

### 3.4 Released Time.

(a) The Board agrees to provide a total of four (4) units of released time per semester to fulltime employees designated by the UFF for the purpose of carrying out the UFF's obligations in representing employees and administering this Agreement. The UFF may designate employees to receive released time during the academic year, subject to the following conditions:

(1) No more than one (1) employee per fifteen (15) employees per department/unit may be granted released time at any one time, nor may any employee be granted more than a two (2) unit reduction in a single semester.

(2) The UFF shall provide the Board with a list of requested designees for the academic year no later than May 1 of the preceding academic year. Upon approval of the designees by the Board, the designees shall serve for one (1) academic year. Substitutions for the spring semester may be made upon written notification submitted by the UFF to the Board no later than October 15.

(b) A "unit" of released time shall consist of a reduction in teaching load of one (1) course for Fall or Spring semester or the equivalent of a 20% reduction in academic assignment for Fall or Spring semester for instructional employees, or for non-teaching employees a reduction of workload of ten (10) hours per week. The employee, in conjunction with the Unit Head, will coordinate matters regarding the implementation of release time from teaching or the academic assignment.

(c) Released time shall be used for conducting university-related UFF business, at the University or State level, and shall not be used for lobbying or other political representation. Leave for lobbying or other political representation may be purchased by the UFF pursuant to Section 3.3.

(d) Employees who are on leave of any kind, other than leave pursuant to Section 3.3, 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 board may refuse to honor any of the released time requests which were submitted late. Substitutions submitted after the October 15 deadline shall be allowed at the discretion of the Board.

(f) An employee who has been granted released time for either or both semesters during four (4) consecutive academic years shall not again be eligible for released time until two (2) academic years have elapsed following the end of the fourth academic year in which such released time was granted.

(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 University 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 Board for any activities undertaken on behalf of the UFF. The UFF agrees to hold the Board harmless for any claims arising from such activities, including the cost of defending against such claims.

(i) Summer. The UFF may designate a total of three employees to receive a thirteen week .25 FTE summer released time assignment. No more than one employee per 15 employees per department/unit may be designated to receive such released time. The UFF shall provide the Board with a list of requested designees no later than April 7<sup>th</sup> of the academic year preceding the summer term. All other provisions contained in Section 3.4, except 3.4(a) and (b), shall apply to summer released time.



**ARTICLE 4  
RESERVED RIGHTS**

4.1 Policy. The Board retains and reserves to itself the rights, powers, and authority vested in it, including the right to plan, manage, and control the Florida Agricultural and Mechanical University and in all respects carry out the ordinary and customary functions of management.

4.2 Limitations. All such rights, powers, and authority are retained by the Board, subject to those limitations imposed by this Agreement. Only violations of such limitations shall be subject to Article 20, Grievance Procedure.

**ARTICLE 5  
ACADEMIC FREEDOM AND RESPONSIBILITY**

5.1 The Board and the UFF shall maintain and encourage full academic responsibility and full academic freedom. Academic freedom and responsibility are essential to the full development of a true university and apply to teaching, research/creative activities, assigned service, and the activities set forth in Sections 10.4(d) and 10.4(e). An employee engaged in such activities shall be free to cultivate a spirit of inquiry and scholarly criticism and to examine ideas in an atmosphere of freedom and confidence.

5.2 Teaching and Research. Consistent with the exercise of academic responsibility, employees shall have freedom to present and discuss their own academic subjects, frankly and forthrightly, without fear of censorship, and to select instructional materials and determine grades in accordance with university and Board policies. Objective and skillful exposition of such subject matter, including the acknowledgment of a variety of scholarly opinions, is the duty of every such employee. Employees shall also be free to engage in scholarly and creative activity and publish the results in a manner consistent with their professional obligations.

5.3 Academic Responsibility. Academic freedom is accompanied by the corresponding responsibility to:

- (a) Be forthright and honest in the pursuit and communication of scientific and scholarly knowledge;
- (b) Respect students, staff, and colleagues as individuals; treat them in a collegial manner; and avoid any exploitation of such persons for private advantage;
- (c) Respect the integrity of the evaluation process with regard to students, staff, and colleagues, so that it reflects their true merit;
- (d) Indicate when appropriate that one is not an institutional representative unless specifically authorized as such; and
- (e) Contribute to the orderly and effective functioning of the employee's academic unit (program, department, school, and/or college) and/or the university.

5.4 In addition to their assigned duties, employees have responsibilities arising from the nature of the educational process. Such responsibilities include, but are not limited to, observing and upholding the ethical standards of their discipline; participating, as appropriate, in the shared system of collegial governance, especially at the department/unit level; respecting the confidential nature of the relationship between professor and student; adhering to one's proper role as teacher, researcher, intellectual mentor, and counselor; and conducting oneself in a collegial manner in all interactions.

## **ARTICLE 6 NONDISCRIMINATION**

6.1 Statement of Intent. The Board and the UFF fully support all laws intended to protect and safeguard the rights and opportunities of each employee to work in an environment free from any form of discrimination or harassment. The parties recognize their obligations under federal and State laws, rules, and regulations prohibiting discrimination or harassment, and have made clear their support for the concepts of affirmative action and equal employment opportunity. They desire to assure equal employment opportunities within the university and recognize that the purpose of affirmative action is to provide equal opportunity to women, minorities, and other affected groups to achieve equality in the university. The implementation of affirmative action programs will require positive actions that will affect terms and conditions of employment and to this end the parties have, in this Agreement and elsewhere, undertaken programs to ensure equitable opportunities for employees to receive salary adjustments, tenure, continuing multi-year appointments, successive fixed multi-year appointments, promotion, sabbaticals, and other benefits. This statement of intent is not intended to be subject to Article 20, Grievance procedure.

### 6.2 Policy.

(a) Neither the Board nor the UFF shall discriminate against any employee based upon race, color, sex, religious creed, national origin, (interpreted in law to include ethnicity), age, veteran status, disability, political affiliation, or marital status, nor shall the Board or the UFF abridge any rights of employees related to union activity granted under Chapter 447, Florida Statutes, including but not limited to the right to assist or to refrain from assisting the UFF. Personnel decisions shall be based solely on job-related criteria and performance.

#### (b) Sexual Harassment.

(1) Sexual harassment is a prohibited form of sex discrimination under Section 703 of Title VII of the Civil Rights Act of 1964.

(2) In *Meritor Savings Bank v. Vinson*, 477 U.S. 57 (1986), the United States Supreme Court recognized two types of sexual harassment:

a. The Supreme Court defined hostile-environment harassment as occurring only when “the workplace is permeated with ‘discriminatory intimidation, ridicule, and insult’ that is ‘sufficiently severe or pervasive to alter the conditions of the victim’s employment and create an abusive working environment’” (*Harris v. Forklift Systems, Inc.*, 510 U.S. 17, (1993), quoting *Meritor*, 477 U.S. AT 65, 67).

b. The EEOC Guidelines provide that ‘quid pro quo harassment’ occurs when ‘submission to or rejection of [unwelcome sexual] conduct by an individual is used as the basis for employment decisions affecting such individual’” (EEOC, “Policy Guidance on Current Issues of Sexual Harassment,” No. N-915-050 [March 19, 1990], quoting 29 CFR 1604.11A[2.3]).

(3) In addition to the parties’ concern with respect to sexual harassment in the employment context, the parties also recognize the potential for this form of illegal discrimination against students. Relationships between employees and students, even if consensual, may become exploitative, and especially so when a student’s academic work, residential life, or athletic endeavors are supervised or evaluated by the employee (see section 5.3). These relationships may also involve a conflict of interest and may be addressed, pursuant to Article 19.

(c) Investigation of Charges of Discrimination or Harassment. Charges of discrimination or harassment, 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 discrimination, shall be promptly reviewed/investigated according to established university procedures. No employee reviewed/investigated under such procedures shall be disciplined until such review is complete and a finding of discrimination has been issued.

If after the completion of the review/investigation, any finding of discrimination or harassment is made, a record of the complete findings will be placed in the employee’s evaluation file. If no finding of discrimination or harassment on any charge or complaint 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.

(d) Where a charge of a student by an employee proves false in an administrative investigation or criminal prosecution, the university is obligated to ensure that the employee does not suffer any loss of privileges such as promotions and bonuses.

(e) Should state or federal law establish sexual orientation as a protected category of claims of discrimination during the term of this Agreement the Board and the UFF agree to modify the Agreement pursuant to Section 30.2.

6.3 Access to Documents. No employee shall be refused a request to inspect and copy documents relating to the employee's claim of discrimination except for records which are exempt from the provisions of the Public Records Act, Chapter 119, Florida Statutes.

6.4 Consultation. As part of the consultation process described in Article 2, the parties agree to discuss efforts made to appoint and retain women and minority employees.

6.5 Grievance Procedures. Claims of such discrimination or harassment by the Board or university may be presented as grievances pursuant to Article 20, Grievance Procedure. It is the intent of the parties that matters which may be presented and resolved thereunder instead of using other procedures. The UFF agrees not to process cases arising under this Article when alternate procedures to Article 20 are initiated by the grievant, except as specifically provided for in Section 20.2.

**ARTICLE 7**  
**ACCESS TO DOCUMENTS**

**7.1 Board and University Documents.**

(a) Upon request, within three (3) business days or as soon thereafter as possible the Board shall provide the UFF with a print or electronic copy of documents necessary to administer grievances and other provisions of this Agreement or otherwise carry out UFF's obligations as the certified bargaining agent for the faculty. Alternatively, upon mutual agreement, the Board may provide the UFF with the specific URL addresses where the materials requested can be found.

(b) No later than when they are made available to the participants, the Board shall provide the UFF with an electronic copy of the agenda and minutes of meetings that may bear on the terms and conditions of employment of faculty members, including meetings (and subcommittee meetings) of the Board, the Council of Presidents, and the Council of Deans.

(c) The Board shall ensure that a copy of the following documents is made available in an easily accessible location in its main library or by links on the university web site:

- (1) minutes of the meetings of the Council of Presidents;
- (2) minutes of the meetings of the Board and its committees;
- (3) Board rules published under the Administrative Procedures Act;
- (4) the University's operating budget and the previous year's Expenditure Analysis;
- (5) the FAMU/UFF Agreement and all supplements to the Agreement; and
- (6) any other University policies and procedures affecting faculty terms or conditions

of employment.

(d) All copies of materials, and access to materials, shall be provided without cost.

**7.2 Salary Records Access.** Upon request, within three (3) business days or as soon thereafter as possible the Board shall provide the UFF with an electronic copy of faculty employment records reflecting the annual salary increases provided to faculty and any other necessary information for bargaining and for verifying compliance with the terms of the salary article (Article 23) of this Agreement.

**7.3 Bargaining Unit Member List.** Upon request, within seven (7) days of the beginning of each semester or as soon thereafter as possible, the Board shall provide the UFF with an electronic list including name, department/unit, position code, title/rank, email address, contact telephone number, and contact mailing address for each faculty member in the bargaining unit.

## **ARTICLE 8 APPOINTMENT**

8.1 Policy. The Board shall exercise its authority to determine the standards, qualifications, and criteria so as to fill appointment vacancies in the bargaining unit with the best possible candidates. In furtherance of this aim, the Board shall, through the university, (a) advertise such appointment vacancies, receive applications and screen candidates therefore, and make such appointments as it deems appropriate under such standards, qualifications, and criteria, and (b) commit to an effort to identify and seek qualified women and minority candidates for vacancies and new positions.

8.2 Advertisement of Vacancies. Bargaining unit vacancies shall be advertised as specified in the position vacancy announcement system. Employees of lower or equivalent ranks, employees who are spouses of employees, and employees who are local residents shall not, in the hiring process, be disadvantaged for that reason. All employees who are candidates for new and vacant positions shall be advised of the salaries of employees in the department/unit, or of salaries of university employees in the same job classification, as appropriate, prior to the negotiation of the candidate's initial salary. Prior to making the decision to hire a candidate to fill a bargaining unit vacancy, the appropriate administrator(s) shall consider recommendations which have resulted from the review of candidates by employees in the department.

8.3 Employment Contract. All appointments shall be made on a university employment contract and signed by the President or representative and the employee. The university may enclose informational addenda, except that such addenda may not abridge the employee's rights or benefits provided in this Agreement. All academic year appointments for employees at the university shall begin on the same date. The university employment contract shall contain the following elements determined by the University:

- (a) Date;
- (b) Professional Classification System title, class code, rank, and appointment status;
- (c) Employment unit (e.g., department, college, institute, area, center, etc.);
- (d) The length of the appointment;
- (e) Special conditions of employment;
- (f) A statement that the position is (1) tenured, (2) non-tenure earning, or (3) tenure-earning (specifying prior service in another institution to be credited toward tenure);
- (g) A statement that the employee's signature on the standard employment contract shall not be deemed a waiver of the right to process a grievance with respect thereto in compliance with Article 20;
- (h) The following statement, if the appointment is not subject to the notice provisions of Section 12.2: "Your employment under this contract will cease on the date indicated. No further notice of cessation of employment is required.";
- (i) A statement that the appointment is subject to the Constitution and laws of the State of Florida and the United States, the rules of the Board and the University, and this Agreement;
- (j) Percent of full-time effort (FTE) assigned;
- (k) Salary rate;
- (l) The minimum salary, if any, for the rank or job classification;
- (m) The statement: "The BOT/UFF Collective Bargaining Agreement (Article 6) prohibits discrimination against any employee based upon race, color, sex, religious creed, national origin, age, veteran status, disability, political affiliation, marital status, or employee rights related to union activity as granted under Chapter 447, Florida Statutes. Claims of such discrimination by the Board or the university may be presented as grievances pursuant to Article 20, Grievance Procedure.";
- (n) A statement informing the employee of the obligation to report outside activity and conflict of interest under the provisions of Article 19 of the Agreement; and
- (o) Principal place of employment.

8.4 Appointments.

(a) Change in Appointments.

(1) An employee serving on a calendar year appointment may request an academic year appointment, or an annual leave accruing appointment of less than twelve (12) months but more than nine (9) months. Similarly, an employee serving on an academic year appointment may request a

calendar year appointment or an annual leave accruing appointment of less than twelve (12) months but more than nine (9) months. The President or representative shall carefully consider such requests, although staffing considerations and other relevant university needs may prevent their being granted.

(2) Upon approval by the President or representative, and assuming that the assigned responsibilities remain substantially the same, an employee's base salary shall be adjusted by 81.8 percent when changing from a calendar year to an academic year appointment or by 122.2 percent when changing from an academic year to a calendar year appointment. For an employee whose appointment was previously changed from an academic year to calendar year appointment at a salary adjustment other than 122.2 percent or from a calendar year to academic year appointment at a salary adjustment other than 81.8 percent, the percent which is the reciprocal of the percent previously used shall be used to make the salary adjustment.

(3) Upon approval of a change from a calendar year appointment to an annual leave accruing appointment of less than twelve (12) months but more than nine (9) months, the employee's salary shall be adjusted to a percent of the calendar year base salary which is mathematically proportionate.

(b) Summer Appointments.

(1) Policy.

a. Available supplemental summer appointments shall be offered equitably and as appropriate to qualified employees, not later than five weeks prior to the beginning of the appointment, if practicable, in accordance with written criteria. The criteria shall be made available in each department/unit.

b. Supplemental summer appointments shall be made in accordance with Section 1012.945, Florida Statutes (the "twelve hour law").

(2) Compensation.

a. An employee shall receive approximately the same total salary for teaching a course during a supplemental summer appointment as the employee received for teaching the same course, or a course similar in length and content during the academic year, regardless of the length of the supplemental summer appointment.

b. Salary for a supplemental summer appointment shall be computed in accordance with the following formulae:

$$\text{FTE for Supplemental Summer Appointment} = \text{FTE for Semester Instructional Assignment*} \times \frac{\text{No. of Weeks (19.5) in Semester Appointment}}{\text{No. of Weeks in Supplemental Summer Appointment}} + \text{Other FTE (Research, Service and Other Credit Generating Activities, Etc.) if Assigned**}$$

$$\text{Salary for Supplemental Summer Appointment} = \text{Biweekly Salary Rate During Semester Appointment} \times \text{FTE for Supplemental Summer Appointment} \times \text{Number of Pay Periods in Supplemental Summer Appointment}$$

Examples (based on a \$44,000 AY salary or \$22,000 per semester):

<b>Weeks in Appt.</b>	<b>Sample FTE for Assigned Instruc. Duty</b>	<b>Biweekly Salary Rate</b>	<b>Number of Pay Periods</b>	<b>Total Salary for Instruction</b>
19.5	.333	\$2256	9.75	\$7325
13.0	.500	2256	6.50	7332
10.0	.650	2256	5.00	7332
8.0	.812	2256	4.00	7328
6.5	1.000	2256	3.25	7332
19.5	.300	\$2256	9.75	\$6599
13.0	.450	2256	6.50	6599
10.0	.585	2256	5.00	6599
8.0	.731	2256	4.00	6597
6.5	.900	2256	3.25	6599
19.5	.250	\$2256	9.75	\$5499
13.0	.375	2256	6.50	5499
10.0	.488	2256	5.00	5505
8.0	.609	2256	4.00	5496
6.5	.750	2256	3.25	5499
5.0	.975	\$2256	2.50	5499

\* This instructional FTE will ordinarily be that assigned to a course offered during the academic year which is the same or similar to that being offered in the summer. This academic year instructional assignment may not exceed .25 FTE for a 3 contact hour course, except that contact hour equivalencies may be assigned for classroom instructional activities which involve unusual and significant requirements for classroom preparation, conduct of classes, student evaluation, etc. The academic year FTE will be increased during the supplemental summer appointment proportional to the shorter length of the summer terms. Note that contact hour equivalencies may be assigned in the summer for classroom instructional activities which involve unusual and significant requirements for class preparation, conduct of classes, student evaluation, etc. These assigned FTE's also will be proportionally greater in the summer than in the academic year in recognition of the shorter length of the summer terms.

\*\* The instructional FTE assignment described in Footnote (\*), above, does not include other credit generating activities such as thesis/dissertation supervision, directed individual studies, supervised research/teaching, and supervision of student interns. These activities, as well as Research or Service activities, may be assigned by the university during the summer term as "Other FTE" but are not a part of the "FTE for Semester Instructional Assignment" described in Footnote (\*), need not be assigned in conjunction with the summer instructional assignment, and need not be allocated according to the same FTE equivalent as during the academic year. Any such reduction in FTE must, however, correspond to an appropriate reduction in assigned duties.

(c) Extra State Compensation Appointments. Extra State compensation is defined as State compensation for any duties (including work activities previously designated as overload) in excess of a full appointment (1.0 FTE). Available extra State compensation appointments within the university shall be offered equitably and as appropriate to qualified employees in sufficient time to allow voluntary acceptance or rejection and are subject to the provisions of Section 23.7.

(d) Visiting Appointments. A "visiting" appointment is one made to a person having appropriate professional qualifications but not expected to be available for more than a limited period, or to a person in a position which the university does not expect to be available for more than a limited period. A visiting appointment may be offered in a single year contract renewable annually and not to exceed a total of four (4) consecutive years.

(e) Adjunct Appointments. The use of adjuncts at the university shall, upon the request of the UFF Chapter representatives, be a subject of consultation under the provisions of Section 2.1.



(f) Fixed Multi-Year Appointments.

(1) Two- to five-year fixed multi-year appointments may be offered for the following:

- a. Instructors and Lecturers;
- b. Non-tenured or non-tenure earning Assistant Librarians, Associate Librarians, Librarians, Curators 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 institution of higher education

(2) Successive fixed multi-year appointments may be offered to eligible employees hired pursuant to Section 8.4(f)(1) as follows:

- a. Criteria used to determine in which instances to offer successive appointments include consideration of the basis for the initial fixed multi-year appointment, evaluation of performance, professional growth, extent and currency of professional qualifications, contribution to the mission of the department or program, staffing needs, funding source alternatives, and continuing program considerations. Such criteria shall be in writing and available to all eligible employees.
- b. The employee will be advised in the penultimate year of the appointment that to be considered for a successive fixed multi-year appointment, the employee must submit a request and written documentation pursuant to written procedures established by the university. The university shall notify the employee in writing of its decision to offer or not offer a successive appointment by the beginning of the final year of the employee's current appointment.

8.5 Reclassification of an Employee to a Non-Unit Classification. Employees shall be provided written notice thirty (30) days in advance, where practicable, with a copy to the local UFF Chapter, when the university proposes to reclassify the employee to a classification which is not contained in the General Faculty bargaining unit. The employee may request a review of such action consistent with the provisions of Section 28.6 and UFF may discuss such action pursuant to Article 2, Consultation.

## **ARTICLE 9 ASSIGNMENT OF RESPONSIBILITIES**

9.1 Policy. The professional obligation is comprised of both scheduled and non-scheduled activities. The parties recognize that it is a part of the professional responsibility of employees to carry out their duties in an appropriate manner and place. For example, while instructional activities, office hours, and other duties and responsibilities may be required to be performed at a specific time and place, other nonscheduled activities are more appropriately performed in a manner and place determined by the employee in consultation with his/her supervisor.

9.2 Considerations in Assignment.

(a) The employee shall be granted, upon written request, a conference with the person responsible for making the assignment to express concerns regarding:

(1) the needs of the program or department/unit;

(2) the employee's qualifications and experiences, including professional growth and development and preferences;

(3) the character of the assignment, including but not limited to the number of hours of instruction, the preparation required, whether the employee has taught the course in the past, the average number of students enrolled in the course in past semesters and the time required by the course, whether travel to another location is required, the number of preparations required, the employee's assignments in other semesters, the terms and conditions of a contract or grant from which the employee is compensated, the use of instructional technology, the availability and adequacy of materials and equipment, secretarial services, student assistants, and other support services needed to perform the assignments, and any changes which have been made in the assignment, including those which may have resulted from previous evaluations of the employee; and

(4) the opportunity to fulfill applicable criteria for tenure, promotion, continuing multiyear appointments, successive fixed multi-year appointments, and merit salary increases.

(b) If the conference with the person responsible for making the assignment does not resolve the employee's concerns, the employee shall be granted, upon written request, an opportunity to discuss those concerns with an administrator at the next higher level.

(c) The Board and the UFF recognize that, while the Legislature has described the minimum full academic assignment in terms of twelve (12) contact hours of instruction or equivalent research and service, the professional obligation undertaken by a faculty member will ordinarily be broader than that minimum. In like manner, the professional obligation of other professional employees is not easily susceptible of quantification. The Board, acting through the university, has the right, in making assignments, to determine the types of duties and responsibilities which comprise the professional obligation and to determine the mix or relative proportion of effort an employee may be required to expend on the various components of the obligation.

(d) Furthermore, the Board, acting through the university, properly has the obligation constantly to monitor and review the size and number of classes and other activities, to consolidate inappropriately small offerings, and to reduce inappropriately large classes.

(e) No employee's assignment shall be imposed arbitrarily or unreasonably. If an employee believes that the assignment has been so imposed, the employee should proceed to address the matter through the procedures of this Agreement, which shall be the exclusive method for resolving such disputes. Other claims of alleged violations of the Agreement with respect to employee assignments are subject to the provisions of Article 20, Grievance Procedure and Arbitration.

9.3 Annual Assignment.

(a) Communication of Assignment. Employees shall be apprised in writing, at the beginning of their employment and at the beginning of each year of employment thereafter, of the duties assigned in teaching, research and other creative activities, public service, and of any other specific duties assigned for that year. Employees shall acknowledge receipt of their assignment by their signature.

Except for an assignment made at the beginning of an employee's employment, the person responsible for making an assignment shall notify the employee prior to making the final written assignment. Wherever feasible, the assignment shall be communicated to employees no later than six (6) weeks in advance of its starting date.

(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 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.

(c) Change in Assignment. Should it become necessary to make changes in an employee's assignment, the person responsible for making the change shall notify the employee prior to making such change and shall specify such change in writing.

(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.

(1) For the purpose of applying this principle to promotion, assignments shall be considered over the entire period since the original appointment or since the last promotion, not solely over the period of a single annual assignment. The period under consideration at the university shall not be less than four years. The employee's annual assignment shall be included in the promotion file.

(2) For the purpose of applying this principle to tenure, assignments shall be considered over the entire probationary period and not solely over the period of a single annual assignment. The employee's annual assignment shall be included in the tenure file.

(3) If an arbitrator determines that the employee was not provided an "equitable opportunity" as described in this section, the arbitrator may award additional employment requiring the university to provide the "equitable opportunity" as described herein. The arbitrator also may retain jurisdiction for purposes of determining whether the ensuing assignment provides such "equitable opportunity."

#### 9.4 Summer Assignment.

(a) The summer instructional assignment, like that for the academic year, includes the normal activities related to such an assignment as defined by the department/unit and the nature of the course, such as course preparation, minor curriculum development, lectures, evaluation of student efforts, consultations and conferences with students, and minor committee activities.

(b) When a summer instructional appointment immediately follows the academic year appointment, the employee may be assigned reasonable and necessary non-instructional duties related to the summer instructional appointment prior to the conclusion of the academic year appointment.

#### 9.5 Place of Employment.

(a) Principal. Each employee shall be assigned one principal place of employment, as stated on the university employment contract. Except in extraordinary circumstances, an employee shall be given at least nine (9) months notice of a change in principal place of employment. The employee shall be granted, upon written request, a conference with the person responsible for making the change to express concerns regarding such change, including concerns regarding considerations in assignment as described in Section 9.3, above. Voluntary changes and available new positions within the department shall be considered prior to involuntary changes, if practicable.

(b) Secondary. Each employee, where possible, shall be given at least ninety (90) days written notice of assignment to a secondary place of employment more than fifteen (15) miles from the employee's principal place of employment. The employee shall be granted, upon written request, a conference with the person responsible for making the change to express concerns regarding such change.

If the assignment to a secondary place of employment is made within a regular full-time appointment, the supervisor is encouraged to make an appropriate adjustment in the assignment in recognition of time spent traveling to a secondary place of employment. Necessary travel expenses, including overnight lodging and meals, for all assignments not at the employee's principal place of employment shall be paid at the State rate and in accordance with the applicable provisions of State law.

#### 9.6 Teaching Schedule.

Teaching schedules should be established, if practicable, so that the time between the beginning of the first assignment and the end of the last for any one day does not exceed eight (8) hours.

#### 9.7 Equipment.

The University will provide access to the essential equipment necessary to carry out the instructional assignments.

#### 9.8 Workweek.

Scheduled hours for all employees shall not normally exceed forty (40) hours per week. Time shall be allowed within the normal working day for research, teaching, or other activities required of the employee, when a part of the assigned duties. Supervisors are encouraged to make appropriate reductions or adjustments in the number of hours scheduled in recognition of evening, night, and weekend assignments, and for periods when an employee is on call. Evenings, nights, and weekends when an employee is on call shall be considered in making other assignments. See Section 17.5 regarding schedule adjustment for holiday assignment.

#### 9.9 Instructional Technology.

(a) "Instructional technology material" includes video and audio recordings, motion pictures, film strips, photographic and other similar visual materials, live video and audio transmissions, computer programs, computer assisted instructional course work, programmed instructional materials, three dimensional materials and exhibits, and combinations of the above materials, which are prepared or produced in whole or in part by an employee, and which are used to assist or enhance instruction.

(b) The Board and the UFF recognize the increasing development and use of technology, such as videotapes, interactive television, and computer software, to support teaching and learning and to enhance the fundamental relationship between employee and student. This technology may be used in the context of distance learning. Furthermore, the Board and the UFF also recognize that this technology should be used to the maximum mutual benefit of the university and the employee.

(c) The University shall review the considerations stated in (1) through (4), below, which may be raised by employee development and use of instructional technology/distance learning. It is recognized that these considerations may already apply to other employee instructional activities and, therefore, be addressed by existing university policies and procedures. If the university concludes that new or revised policies are needed, they shall develop such policies and consult with UFF pursuant to Section 2.1, prior to their implementation.

(1) Recognition of that employee effort spent in the assigned development of instructional technology/distance learning materials and in providing instruction assigned in this manner which is appreciably greater than that associated with a traditional course;

(2) Training and development resources available to employees who have been assigned to provide instruction through the use of instructional technology/distance learning;

(3) Provisions for clerical, technical, and library support in conjunction with the assigned use of instructional technology/distance learning; and

(4) Compensation, including recognition in an employee's assignment or provisions for extra State compensation, for appreciably greater workload associated with the assigned development and use of instructional technology/distance learning.

(d) The employee shall not make use of appreciable university support in the creation or revision of instructional technology materials unless the university approves such use in advance and in writing.

(e) (1) Provisions governing releases to be obtained when the university has an interest in instructional technology are contained in Section 18.3(c)(3). Consistent with such provisions and prior to the use of the instructional technology materials described in Section 9.9(a), above, releases shall be obtained from persons appearing in, or giving financial or creative support to their development or use, and the employee shall certify that such development or use does not infringe upon any existing copyright or other legal right. The employee shall be liable to the university for judgments resulting from such infringements.

(2) The university shall assist the employee in obtaining releases regarding instructional technology materials when:

- a. the university has asserted an interest in such materials; or
- b. the university has assigned the employee to develop such materials.

## **ARTICLE 10 EMPLOYEE PERFORMANCE EVALUATIONS**

### **10.1 Policy.**

(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 all 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.

(b) Sustained Performance Evaluations. In addition to the annual performance evaluations, tenured faculty members shall receive a sustained performance evaluation once every seven years following the award of tenure or their most recent promotion. The purpose of this evaluation is to document sustained performance during the previous six years of post-tenure assigned duties and to encourage continued professional growth and development.

### **10.2 Sources and Methods of Evaluation.**

(a) In preparing the annual evaluation, the person(s) responsible for evaluating the employee may consider, where appropriate, information from the following sources: immediate supervisor, peers, students, employee/self, other university officials who have responsibility for supervision of the employee, and individuals to whom the employee may be responsible in the course of a service assignment, including public school officials when an employee has a service assignment to the public schools.

(b) Observation/Visitation. The employee, if assigned teaching duties, shall be notified at least two (2) weeks in advance of the date, time, and place of any direct classroom observation or visitation made in connection with the employee's annual evaluation. If the employee determines that this date is not appropriate because of the scheduled class activities, the employee may suggest a more appropriate date. Alternatively, if such classroom observation or visitation will be made, the employee shall be notified at least two (2) weeks in advance of the period (for example, a semester) over which no less than two (2) observations will be made.

### **10.3 Procedures for Annual Evaluation.**

(a) The proposed written annual evaluation, including the employee's annual assignment which was furnished pursuant to Section 9.3, shall be provided to the employee within thirty (30) days after the end of the academic term during which such evaluation will be made. The employee shall be offered the opportunity to discuss the evaluation with the evaluator prior to its being finalized and placed in the employee's evaluation file. The evaluation shall be signed and dated by the person performing the evaluation, and by the person being evaluated who may attach a concise comment to the evaluation. A copy of the evaluation shall be provided to the employee. The employee may request, in writing, a meeting with an administrator at the next higher level to discuss concerns regarding the evaluation which were not resolved in previous discussions with the evaluator.

(b) The university department/unit shall develop and maintain procedures by which to evaluate each employee according to criteria specified in Section 10.4. These procedures will include the method for the distribution of salary increase funds specified in Section 23.6 based on said annual evaluation. The employees of each department/unit, who are eligible to vote in department/unit governance, shall participate in the development of these procedures and shall recommend implementation by vote of a majority of at least a quorum of those employees.

1. The proposed procedures, or revisions thereof, shall be reviewed by the President or representative to ensure that they are consistent with the mission and goals of the university and that they comply with this agreement.

2. If the president or representative determines that the recommended procedures do not meet the conditions in Section 10.3(b) above, the proposal shall be referred to the department/unit

for revision with a written statement of reasons for non-approval. No merit salary increase funds shall be provided to a department/unit until its procedures have been approved by the President or representative.

3. Approved procedures, and revisions thereof, shall be kept on file in the department/unit office. Employees in each department/unit shall be provided a copy of that department's/unit's current procedures for annual evaluation.

(c) The University is committed to providing assistance to any faculty member seeking improvement of his/her assignment performance. Therefore, upon written request from the employee, the persons responsible for supervising and evaluating an employee shall endeavor to assist the employee in correcting any major performance deficiencies reflected in the employee's annual evaluation. An employee receiving an unsatisfactory annual evaluation in any area shall be responsible to demonstrate improvement in the area found to be unsatisfactory.

(d) Sustained Performance Evaluations.

1. The sustained performance evaluation program shall provide that:

a. Only elected faculty may participate in the development of applicable procedures. Such procedures shall ensure involvement of both peers and administrators at the department and higher levels in the evaluation and shall ensure that an employee may attach a concise response to the evaluation;

b. The university shall provide for an appeals process to accommodate instances when the employee and the supervisor cannot agree upon the elements to be included in the performance improvement plan; and

c. The proposed procedures for the sustained performance evaluation shall be available to faculty members and to UFF for review prior to final approval.

2. Employee annual evaluations, including the documents contained in the evaluation file shall be the sole basis for the sustained performance evaluation.

a. An employee who received satisfactory annual evaluations during the previous six years shall not be rated below satisfactory in the sustained performance evaluation nor subject to a performance improvement plan.

b. A performance improvement plan shall be developed for those employees whose performance is identified through the sustained performance evaluation as being consistently below satisfactory in one or more areas of assigned duties. The performance improvement plan shall be developed by the employee, in concert with his/her supervisor, and include specific performance targets and a time period for achieving the targets. The performance improvement plan shall be approved by the President or representative. Specific resources identified in an approved performance improvement plan shall be provided by the university. The supervisor shall meet periodically with the employee to review progress toward meeting the performance targets. It is the responsibility of the employee to attain the performance targets specified in the performance improvement plan.

10.4 Criteria. The annual performance evaluation shall be based upon assigned duties, and shall carefully consider the nature of the assignments, in terms, where applicable, of:

(a) Teaching effectiveness, including effectiveness in presenting knowledge, information, and ideas by means or methods such as lecture, discussion, assignment and recitation, demonstration, laboratory exercise, practical experience, and direct consultation with students. The evaluation shall include consideration of effectiveness in imparting knowledge and skills, and effectiveness in stimulating students' critical thinking and/or creative abilities, the development or revision of curriculum and course structure, and adherence to accepted standards of professional behavior in meeting responsibilities to students. The evaluator may take into account class notes, syllabi, student exams and assignments, and any other materials relevant to the employee's teaching assignment. The teaching evaluation must take into account any relevant materials submitted by the employee, including the results of peer evaluations of teaching, and may not be based solely on student evaluations when this additional information has been made available to the evaluator.

(b) Contribution to the discovery of new knowledge, development of new educational techniques, and other forms of creative activity. Evidence of research and other creative activity shall include, but not be limited to, published books; articles and papers in professional journals; musical compositions, paintings, sculpture; works of performing art; papers presented at meetings of professional

societies; and research and creative activity that has not yet resulted in publication, display, or performance. The evaluation shall include consideration of the employee's productivity, including the quality and quantity of what has been done during the year, and of the employee's research and other creative programs and contributions; and recognition by the academic or professional community of what is done.

(c) Public service that extends professional or discipline-related contributions to the community; the State, including public schools; and the national and international community. This public service includes contributions to scholarly and professional organizations and governmental boards, agencies, and commissions that are beneficial to such groups and individuals.

(d) Participation in the governance processes of the institution through significant service on committees, councils, and senates, beyond that associated with the expected responsibility to participate in the governance of the institution through participation in regular departmental or college meetings.

(e) Other assigned university duties, such as advising, counseling, supervision of interns, and academic administration, or as described in a Position Description, if any, of the position held by the employee.

10.5 Proficiency in Spoken English. No employee shall be evaluated as deficient in oral English language skills unless proved deficient in accordance with the appropriate procedures and examinations established by Section **1012.93**, Florida Statutes, and State Board of Education rule, for testing such deficiency.

(a) Faculty involved in classroom instruction, other than in courses conducted primarily in a foreign language, found by their supervisor, as part of the annual evaluation, to be potentially deficient in English oral language skills, shall be tested in accordance with appropriate procedures and examinations established by statute and rule cited above for testing such skills. No reference to an alleged deficiency shall appear in the annual evaluation or in the personnel file of a faculty member who achieves a satisfactory examination score determining proficiency in oral English as specified in the rule (currently "50" or above on the Test of Spoken English).

(b) Faculty who score at a specified level on an examination established by statute and rule cited above for testing oral English language skills ("45" on the Test of Spoken English), may continue to be involved in classroom instruction up to one (1) semester while enrolled in appropriate English language instruction, as described in paragraph (d) below, provided the appropriate administrator determines that the quality of instruction will not suffer. Only such faculty members who demonstrate, on a basis of examinations established by statute and rule, that they are no longer deficient in oral English language skills may be involved in classroom instruction beyond one (1) semester.

(c) Faculty who score below a minimum score on an examination established by statute and rule for determining proficiency in oral English (currently "45" on the Test of Spoken English) shall be assigned appropriate non-classroom duties for the period of oral English language instruction provided by the university under paragraph (d) below, unless during the period of instruction the faculty member is found, on the basis of an examination specified above, to be no longer deficient in oral English language skills. In that instance, the faculty member will again be eligible for assignment to classroom instructional duties and shall not be disadvantaged by the fact of having been determined to be deficient in oral English language skills.

(d) It is the responsibility of each faculty member who is found, as part of the annual evaluation, to be deficient in oral English language skills by virtue of scoring below the satisfactory score on an examination established by statute and rule for determining such proficiency (see paragraph (s a)), to take appropriate actions to correct these deficiencies. To assist the faculty member in this endeavor, the university shall provide appropriate oral English language instruction without cost to such faculty members for a period consistent with their length of appointment and not to exceed two (2) consecutive semesters. The time the faculty member spends in such instruction shall not be considered part of the individual assignment or time worked, nor shall the faculty member be disadvantaged by the fact of participation in such instruction.

(e) If a university determines, as part of the annual evaluation, that one (1) or more administrations of a test to determine proficiency in oral English language skills is necessary, in accordance with the statute and rule and this section, the university shall pay the expenses for up to two (2) administrations of the test. The faculty member shall pay for additional testing that may be necessary.



10.6 Employee Assistance Programs. Neither the fact of an employee's participation in an employee assistance program nor information generated by participation in the program, shall be used as evidence of a performance deficiency within the evaluation process described in this Article, except for information relating to an employee's failure to participate in an employee assistance program consistent with the terms to which the employee and the university have agreed.

## **ARTICLE 11 EVALUATION FILE**

11.1 Policy. There shall be one (1) evaluation file containing a dated copy of all documents used in the evaluation process, other than evaluation for tenure and promotion. When evaluations and other personnel decisions are made, other than for tenure and promotion, the only documents which may be used 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, upon written request, of the location of the evaluation file and the identity of the custodian. A notice specifying the location of the evaluation file shall be posted in each department/unit.

11.2 Access. An employee may examine the evaluation file, upon reasonable advance notice, during the regular business hours of the office in which the file is kept, normally within the same business day as the employee requests to see it, and under such conditions as are necessary to insure its integrity and safekeeping. Upon request, an employee may paginate with successive whole numbers the materials in the file, and may attach a concise statement in response to any item therein. Upon request, an employee is entitled to one (1) free copy of any material in the evaluation file. Additional copies may be obtained by the employee upon the payment of a reasonable fee for photocopying. A person designated by the employee may examine that employee's evaluation file with the written authorization of the employee concerned, and subject to the same limitations on access that are applicable to the employee.

11.3 Indemnification. The UFF agrees to indemnify and hold the board, its officials, agents, and representatives harmless from and against any and all liability for any improper, illegal, or unauthorized use by the UFF of information contained in such evaluation files.

11.4 Use of Evaluative Materials. In the event a grievance is filed, university, Board, and UFF grievance representatives, the arbitrator, and the grievant shall have the right to use, in the grievance proceedings, copies of materials from the grievant's evaluation file.

11.5 Anonymous Material. There shall be no anonymous material in the evaluation file except for numerical summaries of student evaluations that are part of a regular evaluation procedure of classroom instruction and/or written comments from students obtained as part of that regular evaluation procedure. If written comments from students in a course are included in the evaluation file, all of the comments obtained in the same course must be included. Materials are anonymous in instances where the author and his/her source of information are unidentified.

11.6 Peer Committee Evaluations. Evaluative materials, or summaries thereof, prepared by peer committees as part of a regular evaluation system, may be placed in an evaluation file when signed by a representative of the committee.

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.

11.8 Limited Access Information. Information reflecting evaluation of employee performance 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, and arbitrators or others engaged by the parties to resolve disputes, or by others by court order. 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.

**ARTICLE 12**  
**PERSONNEL RECORDS**

12.1 No Property Right. No appointment shall create any right, interest, or expectancy in any other appointment beyond its specific terms, except as provided in Sections 13.2 and 15.9.

12.2 Notice.

(a) All employees, except those described in (b)(1) and (c) below are entitled to the following written notice that they will not be offered further appointment:

(1) For employees in their first two (2) years of continuous university service, one semester (or its equivalent, 19.5 weeks, for employees appointed for more than an academic year);

(2) For employees with two (2) or more years of continuous university service one year; or

(3) For employees who are on "soft money" e.g., contracts and grants, sponsored research funds, and grants and donations trust funds, who had five (5) or more years of continuous university service as of June 30, 1991, one year.

(4) The provision of notice under this section does not provide rights to a summer appointment beyond those provided in Section 8.4(b).

(b) Employees who are on "soft money," e.g., contracts and grants, sponsored research funds, and grants and donations trust funds, except those described in Section 12.2(a)(3), above, are entitled to the following written notice that they will not be offered further appointment:

(1) For employees in their first five (5) years of continuous university service, no notice need be provided and the statement in (d), below, shall be included in their employment contracts; or

(2) For employees with five (5) or more years of continuous university service, ninety (90) days notice shall be provided contingent upon funds being available in the contract or grant.

(c) Employees who are appointed for less than one (1) academic year, who are appointed to a visiting appointment, who are appointed to a fixed multi-year appointment, pursuant to Section 8.4(h)(f) and employees employed in an auxiliary entity, are not entitled to notice that they will not be offered further appointment, and the statement in (d), below, shall be included in their employment contracts.

(d) Employees described in (b)(1) and (c), above, shall have the following statement included in their employment contracts:

Your employment under this contract will cease on the date indicated. No further notice of cessation of employment is required.

(e) An employee who is entitled to written notice of non-reappointment in accordance with the provisions of Section 12.2 who receives written notice that the employee will not be offered further appointment shall be entitled, upon written request within twenty (20) days following receipt of such notice, to a written statement of the basis for the decision not to reappoint. Thereafter, the President or representative shall provide such statement within twenty (20) days following receipt of such request. All such notices and statement are to be sent by certified mail, return receipt requested, or delivered in person to the employee with written documentation of receipt obtained.

12.3 Grievability. An employee who receives written notice of non-reappointment may, according to Article 20, contest the decision because of an alleged violation of a specific term of the Agreement. Such grievances must be filed within thirty (30) days of receipt of the statement of the basis for the decision not to reappoint pursuant to section 12.2(e) or receipt of the notice of non-reappointment if no statement is requested.

12.4 Non-Reappointment Considerations. If the decision not to reappoint was based solely upon adverse financial circumstances, reallocation of resources, reorganization of degree or curriculum offerings or requirements, reorganization of academic or administrative structures, programs, or functions, and/or curtailment or abolition of one or more programs or functions, the university shall make a reasonable effort to locate appropriate alternative or equivalent employment first within the university and second within other public universities in Florida.

12.5 Resignation. An employee who wishes to resign has the professional obligation, when possible, to provide the university with at least one semester's notice. Upon resignation, all consideration for tenure and reappointment shall cease.

12.6 Notice Document. Notice of appointment and non-reappointment shall not be contained in the same document.

## **ARTICLE 13**

### **LAYOFF AND RECALL**

#### **13.1 Layoff.**

(a) When a layoff is to occur as a result of adverse financial exigencies; reallocation of resources; reorganization of degree or curriculum offerings or requirements; reorganization of academic or administrative structures, programs, or functions; or curtailment or abolition of one or more programs or functions; the Board shall notify the local UFF Chapter and the UFF state office no less than thirty (30) days prior to taking such action. UFF may request a consultation with the President or designated representatives pursuant to Sections 2.1 during this period to discuss the layoff.

(b) Layoff Unit. The layoff unit may be at an organizational level of the university, such as a campus, division, college/unit, school, department/unit, area, program, or other level of organization as the University deems appropriate.

**13.2 Layoff Considerations.** The selection of employees in the layoff unit to be laid off will be determined as follows:

(a) No tenured/continuing multi-year/permanent status employee shall be laid off if there are non-tenured/ non-permanent status employees in the layoff unit.

(b) No employee in a non-tenured/non-permanent status position in the layoff unit with more than five (5) years of continuous university service shall be laid off if there are any such employees with five (5) years or less service.

(c) The sole instance in which only one (1) employee will constitute a layoff unit is when the functions that the employee performs constitute an area, program, or other level of organization at the university.

(d) The provisions of 13.2(a) and (b) will apply unless the University determines that an Affirmative Action employment program will be adversely affected. When an Affirmative Action Program has been so affected, the University shall notify UFF in writing.

(e) Where employees are equally qualified under (a) or (b) above, those employees will be retained who, in the judgment of the University, will best contribute to the mission and purpose of the institution.

In making such judgment, the University shall carefully consider employees' length of continuous university service, and shall take into account other appropriate factors, including but not limited to performance evaluation by students, peers, and supervisors, and the employee's academic training, professional reputation, teaching effectiveness, research record or quality of the creative activity in which the employee may be engaged, and service to the profession, community, and public.

(f) No tenured/continuing multi-year employee shall be laid off solely for the purpose of creating a vacancy to be filled by an administrator entering the bargaining unit.

(g) The university shall notify the local UFF Chapter in writing regarding the use of adjunct and other non-unit faculty in those departments/units where employees have been laid off. The use of adjunct and other non-unit faculty in departments/units where employees have been laid off may be the subject of consultation meetings pursuant to Section 2.2.

**13.3 Alternative Employment.** The University shall provide information to the laid off employee regarding vacancies within the University.

**13.4 Notice.** Employees should be informed of layoff as soon as practicable and where circumstances permit, employees with three or more years of continuous university service should be provided at least

one (1) year's notice; those with less service with at least six (6) months notice. Employees who have received notice of layoff shall be afforded the recall rights granted under Sections 13.3 and 13.5. Formal written notice of layoff is to be sent by certified mail, return receipt requested, or delivered in person to the employee with written documentation of receipt obtained. The notice shall include effective date of layoff; reason for layoff; reason for shortened period of notification, if applicable; a statement of recall rights; a statement of appeal/grievance rights and applicable deadlines for filing; and a statement that the employee is eligible for consideration for retraining under the provision of Section 22.4 for a period of two years following layoff.

#### 13.5 Re-employment/Recall.

(a) For a period of two years following layoff or for employees appointed to a fixed multi-year appointment, not to exceed the length of their last employment contract, not to exceed two (2) years, an employee who has been laid off and who is not otherwise employed in an equivalent full-time position shall be offered re-employment in the same or similar position at the university at which previously employed at the time of layoff, should an opportunity for such re-employment arise. All persons on the recall list shall be provided with access to all notices of vacancies within the University. For this purpose, it shall be the employee's responsibility to keep the university advised of the employee's current address. Should a vacancy occur at another public university within the State of Florida the employee may apply for the position and shall be considered therefore in accordance with the normal hiring procedures of that university. Any offer of re-employment pursuant to this section must be accepted within fifteen (15) days after the date of the offer, such acceptance to take effect not later than the beginning of the semester immediately following the date the offer was made. In the event such offer of re-employment is not accepted, the employee shall receive no further consideration pursuant to this Article. Employees appointed to a fixed multi-year appointment, who are recalled shall be offered re-employment not to exceed the length of their last employment contract. The university shall notify the local UFF Chapter when an offer of re-employment is used.

(b) An employee who held a tenured/continuing multi-year appointment on the date of termination by reason of layoff shall resume the tenured/continuing multi-year appointment upon recall.

(c) The employee shall receive the same credit for years of service for purposes of layoff as held on the date of layoff.

(d) Employee Assistance Programs. Consistent with the university's Employee Assistance Program, employees participating in an employee assistance program who receive a notice of layoff may continue to participate in that program for a period of ninety (90) days following the layoff.

13.6 Limitations. The provisions of Sections 13.2 through 13.5 of this Agreement shall not apply to those employees described in Sections 12.2(a)(3), (b), and (c).

## **ARTICLE 14 PROMOTION PROCEDURE**

### **14.1 Policy.**

(a) Promotion decisions are not merely a totaling of an employee's annual performance evaluations. Rather, the University, through faculty, professional employees, and administrators, assesses the employee's potential for growth and scholarly contribution, as well as part meritorious performance. Established promotion criteria should be objectively and consistently applied to all employees seeking promotion.

(b) Upon annual written request beginning with the second year of employment, employees eligible for consideration for promotion shall be apprised of their progress toward promotion. The appraisal shall be included as a separate component of the annual evaluation and is intended to provide assistance and counseling to employees to help them to qualify themselves for promotion. The employee may request, in writing, a meeting with an administrator at the next higher level to discuss concerns regarding the promotion appraisal which were not resolved in previous discussions with the evaluator. The appraisals are not binding upon the university.

### **14.2 Criteria.**

(a) Promotion decisions shall be a result of meritorious performance of assigned duties pursuant to Article 10.3 and other established criteria specified in writing by the Board or the University. The Board and the University may modify these criteria so long as the local UFF Chapter has been notified of the proposed changes and offered an opportunity to discuss such changes in consultation with the President or representative. Changes in criteria shall not become effective until one (1) year following adoption of the changes, unless mutually agreed to in writing by the local UFF President and the Board or University. The date of adoption shall be the date on which the changes are approved by the administrator at the highest level required under applicable policies and procedures. Any proposal to develop or modify promotion criteria shall be available for discussion by members of the affected departments/units before adoption.

(b) The University is encouraged to review its promotion criteria at the university, college/school, or department/unit level to ensure that such criteria are consistent with each other and that they comport with the mission of the University and its various academic units.

(c) Promotion criteria shall be available in the department/unit office and or at the college/unit level.

### **14.3 Procedures.**

(a) Recommendations for promotion shall begin with the employee's supervisor and shall be submitted to the appropriate officials for review. Employees desiring to be considered for promotion may also initiate the process by nominating themselves. Prior to the consideration of the employee's promotion, the employee shall have the right to review the contents of the promotion file and may attach a brief and concise response to any material therein. It shall be the responsibility of the employee to see that the file is complete. The provisions of Section 11.2 through 11.8 of this Agreement, regarding access to the evaluation file, shall apply also to the contents of the promotion file. If any material is added to, deleted from, or changed in the file by anyone other than the nominee after the commencement of consideration, a copy shall be sent to the employee within five (5) days (by personal delivery or by mail, return receipt requested). The employee may attach a brief response within five (5) days of his/her receipt of the added material. The file shall not be forwarded until either the employee submits a response or until the second five (5) day period expires, whichever occurs first.

(b) Recommendations for promotion shall include a copy of applicable promotion criteria, the employee's annual assignments and annual evaluations, and, if the employee chooses, the employee's promotion appraisals. The reviewers at any stage in the review may request to review the appraisals.

14.4 Notice of Denial. If any employee is denied promotion, the employee shall be notified in writing by the appropriate administrative official, within ten (10) days or as soon as possible thereafter, of that decision. Upon written request by an employee within twenty (20) days of the employee's receipt of such decision, the university shall provide the employee with a written statement of reasons by the President or representative.



## ARTICLE 15 TENURE

15.1 Eligibility. Employees with the rank of Assistant Professor, Associate Professor, Professor, and other employees the Board may designate (such as Assistant Librarians, and Associate Librarians), shall be eligible for tenure. The university may, by rule, make Assistant Professors ineligible for tenure. The universities' rule-making power to make Assistant Professors ineligible for tenure shall apply only to employees appointed after January 1, 1982. Other employees shall be governed by the agreement in force at the time of their original appointment. The Board may designate other positions as tenure-earning and shall notify the employee of such status at the time of initial appointment. Tenure shall be in a department/unit or other appropriate administrative unit. Tenure shall not extend to administrative appointments in the General Faculty or Administrative and Professional classification plans.

### 15.2 Tenure Decision:

(a) An employee shall normally be considered for tenure during the sixth year of continuous service in a tenure-earning position including any prior service credit granted at the time of initial employment. An employee's written request for early tenure consideration is subject to the university's written agreement.

(b) By the end of six (6) years of service at the university, an employee eligible for tenure shall either be awarded tenure by the Board or given notice that further employment will not be offered. Upon written request by an employee within twenty (20) days of the employee's receipt of such notice, the university shall provide the employee with a written statement of reasons by the President or provide the employee with a written statement of reasons by the President or representative why tenure was not granted.

(c) Decision by the Board. The Board shall award tenure. This decision shall normally be made at the May Board Meeting but no later than the following meeting. The employee shall be notified in writing by the President or representative within five (5) days of the decision of the Board.

(d) An employee being considered for tenure prior to the sixth (6) year may withdraw from consideration on or before March 15 without prejudice.

### 15.3 Criteria for Tenure.

(a) The decision to award tenure to an employee shall be a result of meritorious performance and shall be based on established criteria specified in writing by the Board and the universities. The decision shall take into account the following:

- (1) annual performance evaluations;
- (2) the needs of the department/unit, college/unit, and university;
- (3) the contributions of the employee to the employee's academic unit (program, department/unit, college/unit); and
- (4) the contributions the employee is expected to make to the institution.

(b) The university shall give a copy of the criteria for tenure to employees eligible for tenure, and each such employee shall be apprised in writing once each year of the employee's progress toward tenure. The appraisal shall be included as a separate component of the annual evaluation and is intended to provide assistance and counseling to candidates to help them to qualify themselves for tenure. The employee may request, in writing, a meeting with an administrator at the next higher level to discuss concerns regarding the tenure appraisal which were not resolved in previous discussions with the evaluator. The appraisals are not binding upon the university.

(c) Tenure criteria shall be available in the department/unit office and/or at the college/unit level.

#### 15.4 Modification of Criteria.

(a) Modifying Criteria. The Board may modify the criteria for tenure so long as the local UFF Chapter has been notified of the proposed changes and offered an opportunity to discuss such changes in consultation with the university President or representative. Changes in criteria shall not become effective until one (1) year following adoption of the changes, unless mutually agreed to in writing by the local UFF President and the university President or representative. The date of adoption shall be the date on which the changes are approved by the administrator at the highest level required under applicable university policies and procedures. Any proposal to develop or modify tenure criteria shall be available for discussion by members of the affected departments/units before adoption.

(b) Effect on Employees. The provisions of Section 9.3(d) are applicable to the modified criteria. Further, if an employee has at least three (3) years of tenure-earning credit as of the date on which the tenure criteria are adopted under Section 15.4(a), above, the employee shall be evaluated for tenure under the criteria as they existed prior to modification unless the employee notified the university at least thirty (30) days prior to commencement of the tenure consideration that he/she chooses to be evaluated under the newly-adopted criteria.

#### 15.5 Recommendations and Procedures.

(a) Recommendations for the awarding of tenure shall be made by the employee's supervisor and shall include a poll by secret ballot of the tenured members of the employee's department/unit. The performance of an employee during the entire term of employment at the institution shall be considered in determining whether to grant tenure. Recommendations regarding tenure shall include a copy of applicable tenure criteria, the employee's annual assignments and annual evaluations, and, if the employee chooses, the employee's tenure appraisals. The reviewers at any stage in the review may request to review the appraisals. Prior to the consideration of the employee's candidacy, the employee shall have the right to review the contents of the tenure file and may attach a brief and concise response to any materials therein. It shall be the responsibility of the employee to see that the file is complete. The provisions of Sections 11.2 through 11.8 of this Agreement shall apply to the contents of the tenure file.

(b) If any material is added to the file after the commencement of consideration, a copy shall be sent to the employee within five (5) days (by personal delivery or by mail, return receipt requested). The employee may attach a brief response within five (5) days of his/her receipt of the added material. The file shall not be forwarded until either the employee submits a response or until the second five (5) day period expires, whichever occurs first. The only documents which may be considered in making a tenure recommendation are those contained or referenced in the tenure file.

#### 15.6 Other Considerations.

(a) During the period of tenure-earning service, the employee's employment shall be governed by the provisions of Article 12.

(b) Part-time service of an employee employed at least one semester in any twelve (12) month period shall be accumulated. For example, two (2) semesters of half-time service shall be considered one-half year of service toward the period of tenure-earning service.

(c) Where employees are credited with tenure-earning service at the time of initial appointment, all or a portion of such credit may be withdrawn once by the employee prior to formal application for tenure.

#### 15.7 Transfer of Tenure.

(a) A tenured faculty member may seek a transfer with tenure through the normal hiring process within the University to a vacant position in the same or similar discipline. The President or Provost may approve the transfer at her or his discretion and may consider any discrepancies in the tenure criteria in approving the transfer.

(b) When a tenured employee is transferred as a result of a reorganization or program curtailment within the university and is employed in the same or similar discipline in which tenure was granted, the employee's tenure shall be transferred to the new department.

15.8 Tenure upon appointment. Tenure may be granted to an employee by the Board at the time of initial appointment, upon recommendation of the appropriate administrator. The administrator shall consider the recommendation of the department or equivalent unit prior to making his/her final tenure recommendation.

15.9 Leave. Authorized leaves of absence may, under the provisions of Article 17, Leaves, be credited toward the period of tenure-earning service.

15.10 Termination/Layoff. Tenure/permanent status guarantees annual reappointment for the academic year until voluntary resignation, retirement, removal for just cause in accordance with the provisions of Article 16, Disciplinary Action and Job Abandonment, or layoff in accordance with the provisions of Article 13, Layoff and Recall, but does not extend to administrative appointments.

**ARTICLE 16**  
**DISCIPLINARY ACTION AND JOB ABANDONMENT**

**16.1 Just Cause.**

(a) The purpose of this Article is to provide a prompt and equitable procedure for disciplinary action taken with just cause. Just cause shall be defined as:

- (1) incompetence, or
- (2) misconduct.

(b) An employee's activities which fall outside the scope of employment shall constitute misconduct only if such activities adversely affect the legitimate interests of the University or Board.

**16.2 Progressive Discipline.** Both parties endorse the principle of progressive discipline as applied to professionals.

**16.3 Notice of Intent.** When the President or representative has reason to believe that a suspension or termination should be imposed, the President or representative shall provide the employee with a written notice of the proposed action and the reasons therefore. Such notice shall be sent certified mail, return receipt requested, or delivered in person with written documentation of receipt obtained. The employee shall be given ten (10) days in which to respond in writing to the President or representative before the proposed action is taken. The President or representative then may issue a notice of disciplinary action under Section 16.4. The employee has a right to union representation during the investigatory questioning that may reasonably be expected to result in disciplinary action. If the President or representative does not issue a notice of disciplinary action, the notice of proposed disciplinary action shall not be retained in the employee's evaluation file.

**16.4 Notice of Discipline.** All notices of disciplinary action shall include a statement of the reasons therefore and a statement advising the employee that the action is subject to Article 20, Grievance Procedure. All such notices shall be sent certified mail, return receipt requested, or delivered in person to the employee with written documentation of receipt obtained.

**16.5 Termination.** A tenured or permanent status appointment or any appointment of definite duration may be terminated during its terms for just cause. An employee shall be given written notice of termination at least six (6) months in advance of the effective date of such termination, except that in cases where the President or representative determines that an employee's actions adversely affect the functioning of the university or jeopardize the safety or welfare of the employee, colleagues, or students, the President or representative may give less than six (6) months notice.

**16.6 Disciplinary Action Other Than Termination.** The Board, acting through the university, retains its rights to impose disciplinary action other than termination for just cause including, but not limited, to suspension with or without pay. Counseling, including recommendations for participation in an Employee Assistance Program, shall not be considered disciplinary action.

**16.7 Job Abandonment**

(a) If an employee is absent without authorized leave for twelve (12) or more consecutive days under the provisions of Section 17.1, the employee shall be considered to have abandoned the position and voluntarily resigned from the university.

(b) Notwithstanding paragraph (a), above, if the employee's absence is for reasons beyond the control of the employee and the employee notifies the university as soon as practicable, the employee will not be considered to have abandoned the position.

**16.8 Employee Assistance Program.** Neither the fact of an employee's participation in an employee assistance program, nor information generated by participation in the program, shall be used as a reason for discipline under this Article, except for information relating to an employee's failure to participate in an employee assistance program consistent with the terms to which the employee and the university have agreed.

**ARTICLE 17  
LEAVES**

17.1 Requests for A Leave or Extension of Leave of One (1) Semester or More.

(a) For a leave of one (1) semester or more, an employee shall make a written request not less than 120 days prior to the beginning of the proposed leave.

(b) For an extension of a leave of one (1) semester or more, an employee shall make a written request not less than sixty (60) days before the end of the leave, if practicable.

(c) The university shall approve or deny such request in writing not later than thirty (30) days after receipt of the request.

(d) An absence without approved leave or extension of leave shall subject the employee to the provisions of Section 16.7.

(e) An employee's request for use of leave for an event covered by the provisions of the Family and Medical Leave Act (FMLA) of 1993 (Public Law 103-3) shall be submitted and responded to in accordance with the provisions of Section 17.6.

17.2 Return from Leave.

(a) An employee who returns from an approved leave of absence with or without pay shall be returned to the same classification, unless the university and the employee agree in writing to other terms and conditions. The return from FMLA leave shall be in accordance with Section 17.6.

(b) The salary of an employee returning from leave without pay shall be adjusted to reflect all non-discretionary increases distributed during the period of leave.

17.3 Accrual During Leave with Pay. An employee shall accrue normal leave credits while on compensated leave in full-pay status, or while participating in the sabbatical or professional development programs. If an employee is on compensated leave in less than full-pay status for other than sabbaticals or professional development programs, the employee shall accrue leave in proportion to the pay status.

17.4 Tenure/Permanent Status Credit During Periods of Leave. Semester(s) during which an employee is on compensated or uncompensated leave shall not be creditable for the purpose of determining eligibility for tenure or permanent status, except by mutual agreement of the employee and the University. In deciding whether to credit such leave toward tenure eligibility or permanent status, the President or representative shall consider the duration of the leave, the relevance of the employee's activities while on such leave to the employee's professional development and to the employee's field of employment, the benefits, if any, which accrue to the University by virtue of placing the employee on such leave, and other appropriate factors.

17.5 Holidays.

(a) An employee shall be entitled to observe all official holidays designated in accordance with Section 110.117, Florida Statutes. No classes shall be scheduled on holidays. Classes not held because of a holiday shall not be rescheduled.

(b) Supervisors are encouraged not to require an employee to perform duties on holidays; however, an employee required to perform duties on holidays shall have the employee's schedule adjusted to provide equivalent time off, up to a maximum of eight (8) hours for each holiday worked.

(c) If an employee who has performed duties on a holiday terminates employment prior to being given time off, the employee shall be paid, upon termination, for the holiday hours worked within the previous twelve (12) month period.

#### 17.6 Family and Medical Leave Act (FMLA) Entitlements.

(a) The Family and Medical Leave Act of 1993 ("FMLA") is the common name for the Federal law providing eligible employees an entitlement of up to four hundred and eighty (480) hours of leave without pay for qualified family or medical reasons during a one-year period. This Act entitles the employee to take leave without pay; where University policies permit, employees may use accrued leave with pay during any qualifying family or medical leave. The failure to list, define, or specify any particular provision or portion of the FMLA in this Agreement shall in no way constitute a waiver of any of the rights or benefits conferred to the employer or the employee through the FMLA.

##### (b) Implementation of FMLA Leave Entitlements in the University.

(1) An employee, whether salaried or paid from Other Personal Services (OPS), is entitled to four hundred and eighty (480) hours of FMLA leave within a twelve (12) month period for any qualifying family or medical leave.

(2) Pursuant to Fla. Admin. Code R 6C-5.920(13), a salaried employee is entitled to a parental leave for up to six (6) months in accordance with the provisions of Section 17.7, for a birth or adoption of the employee's child. If an eligible employee elects to take Parental Leave, up to four hundred and eighty (480) hours of such leave may be counted against that employee's FMLA entitlement.

##### (c) Accounting for the Use of FMLA Leave in a Twelve-Month Period.

(1) In the University, the fiscal year (July 1 - June 30) shall be the designated twelve (12)-month period in which to count the use of up to four hundred and eighty (480) hours of FMLA leave.

(2) An eligible employee's entitlement to leave for a birth or placement for adoption or foster care expires at the end of a twelve (12) month period beginning on the date of the birth or placement of the child.

##### (d) Use and Approval of FMLA Leave.

(1) The University shall approve FMLA leave for an eligible employee as long as the reasons for absence qualify under the FMLA and the employee has not exhausted the employee's four hundred and eighty (480) hours within the appropriate 12-month period for such leave. The employee may request FMLA leave as accrued leave, leave without pay, or a combination of both.

(2) The University may require that the employee use accrued leave with pay prior to requesting leave without pay for four hundred and eighty (480) hours (12 workweeks) of FMLA leave. Requiring the use of paid leave shall be applied consistently and may not be used merely to exhaust the employee's leave balance in order to prohibit the use of paid leave while on leave without pay as provided for in Section 17.12(e).

(3) After the President or representative has acquired knowledge that the leave is being taken for an FMLA required reason, the President or representative shall within two business days, absent extenuating circumstances, notify the employee of the period of FMLA leave to be granted, including the date of return to employment. If the notice is oral, it shall be confirmed in writing no later than the following payday (unless the payday is less than one week after the oral notice, in which case the notice must be no later than the subsequent payday).

##### (e) Medical Certification.

(1) The University may require an employee to provide medical certification from a health care provider for FMLA leave without pay when taken for the serious health condition of the employee or the employee's family member.

(2) Medical certification may be required to affirm the employee's ability to return to work and perform one or more of the essential functions of the job within the meaning of the Americans with Disabilities Act (ADA), after being absent on FMLA leave.

(f) Return to Position. Upon return from FMLA leave, the employee shall be returned to the same or equivalent position in the same class and work location, including the same shift or equivalent schedule, unless the University and the employee agree in writing to other conditions and terms under which such leave is to be granted.

(g) Continuation of Benefits. The use of FMLA leave by eligible employees shall neither enhance nor decrease any rights or benefits normally accrued to salaried employees during a leave with pay or any rights or benefits normally accrued during a leave without pay.

(h) If any provision of Section 17.6 (FMLA) is inconsistent with or in contravention of the Family Medical Leave Act of 1993, Public Law 103-3, or the Family and Medical Leave Act Regulations, 29 CFR Part 825, or any subsequently enacted legislation, then such provision shall be superseded by the laws or regulations referenced above, except to the extent that the collective bargaining agreement or any employee benefit program or plan provides greater family or medical leave rights to an eligible employee.

#### 17.7 Parental Leave.

(a) An employee shall be granted a parental leave not to exceed six (6) months when the employee becomes a biological parent or a child is placed in the employee's home pending adoption; foster care is not covered under parental leave but is provided through the FMLA provisions in accordance with Section 17.6.

(b) If an employee plans to use a combination of accrued leave and leave without pay, such request shall include the specific periods for each type of leave requested. Use of accrued leave during an approved period of leave without pay shall be in accordance with Sections 17.12.

(c) The period of parental leave shall begin no more than two (2) weeks before the expected date of the child's arrival.

(1) The President or representative shall acknowledge to the employee in writing the period of leave to be granted, that such leave counts against the employee's unused FMLA entitlements in accordance with Section 17.6 of this Agreement, and the date of return to employment.

(2) At the end of the approved parental leave and at the employee's request, the President or representative shall grant part-time leave without pay for a period not to exceed one (1) year, unless the President or representative determines that granting such leave would be inconsistent with the best interests of the university.

(3) Any illness caused or contributed to by pregnancy shall be treated as a temporary disability and the employee shall be allowed to use accrued sick leave credits when such temporary disability is certified by a health care provider.

(d) Upon agreement between the employee and the University, intermittent FMLA leave or a reduced work schedule may be approved for the birth of the employee's child or placement of a child with the employee for adoption in accordance with Section 17.6.

#### 17.8 Leaves Due to Illness/Injury.

Illness/Injury is defined as any physical or mental impairment of health, including such an impairment proximately resulting from pregnancy, which does not allow an employee to fully and properly perform the duties of the employee's position. When an employee's illness/injury may be covered by the Americans with Disabilities Act, the provisions of Public Law 101-336 shall apply.

##### (a) Sick Leave.

###### (1) Accrual of Sick Leave.

a. A full-time employee shall accrue four (4) hours of sick leave for each biweekly pay period, or the number of hours that are directly proportionate to the number of days worked during less than a full-pay period, without limitation as to the total number of hours that may be accrued.

b. A part-time employee shall accrue sick leave at a rate directly proportionate to the percent of time employed.

c. An employee appointed under Other Personal Services (OPS) shall not accrue sick leave.

(2) Uses of Sick Leave.

a. Sick leave shall be accrued before being taken, provided that an employee who participates in a sick leave pool shall not be prohibited from using sick leave otherwise available to the employee through the sick leave pool.

b. Sick leave shall be authorized for the following:

1. The employee's personal illness or exposure to a contagious disease which would endanger others.

2. The employee's personal appointments with a health care provider.

3. The illness or injury of a member of the employee's immediate family, at the discretion of the supervisor. Approval of requests for use of reasonable amounts of sick leave for caring for a member of the employee's immediate family shall not be unreasonably withheld. "Immediate family" means the spouse and the grandparents, parents, brothers, sisters, children, and grandchildren of both the employee and the spouse, and dependents living in the household.

4. The death of a member of the employee's immediate family, at the discretion of the supervisor. Approval of requests for use of reasonable amounts of sick leave for the death of a member of the employee's immediate family shall not be unreasonably withheld.

c. A continuous period of sick leave commences with the first day of absence and includes all subsequent days until the employee returns to work. For this purpose, Saturdays, Sundays, and official holidays observed by the State shall not be counted unless the employee is scheduled to perform services on such days. During any seven (7) day period, the maximum number of days of sick leave charged against any employee shall be five (5).

d. An employee who requires the use of sick leave should notify the supervisor as soon as practicable.

e. An employee who becomes eligible for the use of sick leave while on approved annual leave shall, upon notifying the supervisor, substitute the use of accrued sick leave to cover such circumstances.

(3) Certification. If an employee's request for absence or absence exceeds four (4) consecutive days, or if a pattern of absence is documented, the university may require an employee to furnish certification issued by an attending health care provider of the medical reasons necessitating the absence and/or the employee's ability to return to work. If the medical certification furnished by the employee is not acceptable, the employee may be required to submit to a medical examination by a health care provider who is not a university staff member which shall be paid for by the university. If the medical certification indicates that the employee is unable to perform assigned duties, the President or representative may place the employee on compulsory leave under the conditions set forth in Section 17.8(c).

(4) The transfer of unused sick leave from another governmental entity to a university position is not permitted unless a reciprocal agreement in writing between the Board or its representative and the previous employing entity is in effect.

(5) Payment for Unused Sick Leave.

a. An employee with less than ten (10) years of State service who separates from the University shall not be paid for any unused sick leave.

b. An employee who has completed ten (10) or more years of service, has not been found guilty or has not admitted to being guilty of committing, aiding, or abetting any embezzlement, theft, or bribery in connection with State government, or has not been found guilty by a court of competent jurisdiction of having violated any State law against or prohibiting strikes by public employees, and separates from the University because of retirement for other than disability reasons, termination, or death, shall be compensated at the employee's current regular hourly rate of pay for one-eighth of all



unused sick leave accrued prior to October 1, 1973, plus one-fourth of all unused sick leave accrued on or after October 1, 1973; provided that one-fourth of the unused sick leave since 1973 does not exceed 480 hours.

c. Upon layoff, an employee with ten (10) or more years of service shall be paid for unused sick leave as described in paragraph b., above, unless the employee requests in writing that unused sick leave be retained pending re-employment. For an employee who is re-employed by the university within twelve (12) calendar months following layoff, all unused sick leave shall be restored to the employee, provided the employee requests such action in writing and repays the full amount of any lump sum leave payments received at the time of layoff. An employee who is not re-employed within twelve (12) calendar months following layoff shall be paid for sick leave in accordance with Section 110.122, Florida Statutes.

d. All payments for unused sick leave authorized by Section 110.122, Florida Statutes, shall be made in lump sum and shall not be used in determining the average final compensation of an employee in any State administered retirement system. An employee shall not be carried on the payroll beyond the last official day of employment, except that an employee who is unable to perform duties because of a disability may be continued on the payroll until all sick leave is exhausted.

e. If an employee has received a lump sum payment for accrued sick leave, the employee may elect in writing, upon re-employment within 100 days, to restore the employee's accrued sick leave. Restoration will be effective upon the repayment of the full lump sum leave payment.

f. In the event of the death of an employee, payment for unused sick leave at the time of death shall be made to the employee's beneficiary, estate, or as provided by law.

(b) Job-Related Illness/injury.

(1) An employee who sustains a job-related illness/injury that is compensable under the Workers' Compensation Law shall be carried in full-pay status for a period of medically certified illness/injury not to exceed seven (7) days immediately following the illness/injury, or for a maximum of forty (40) work hours if taken intermittently without being required to use accrued sick or annual leave.

(2) If, as a result of the job-related illness/injury, the employee is unable to resume work at the end of the period provided in paragraph (1), above:

a. The employee may elect to use accrued leave in an amount necessary to receive salary payment that will increase the Workers' Compensation payments to the total salary being received prior to the occurrence of the illness/injury. In no case shall the employee's salary and Workers' Compensation benefits exceed the amount of the employee's regular salary payments; or

b. The employee shall be placed on leave without pay and shall receive normal Workers' Compensation benefits if the employee has exhausted all accrued leave in accordance with paragraph (a.), above, or the employee elects not to use accrued leave.

(3) This period of leave with or without pay shall be in accordance with Chapter 440 (Worker's Compensation), Florida Statutes.

(4) If, at the end of the leave period, the employee is unable to return to work and perform assigned duties, the President or representative should advise the employee, as appropriate, of the Florida Retirement System's disability provisions and application process, and may, based upon a current medical certification by a health care provider prescribed in accordance with Chapter 440 (Worker's Compensation), Florida Statutes, and taking the university's needs into account:

a. offer the employee part-time employment;

b. place the employee in leave without pay status or extend such status;

c. request the employee's resignation; or

d. release the employee from employment, notwithstanding any other provisions

of this Agreement.

(c) Compulsory Leave.

(1) Placing Employee on Compulsory Leave.

a. If an employee is unable to perform assigned duties due to illness/injury the President or representative may require the employee to submit to a medical examination, the results of which shall be released to the university, 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 President or representative. Such health care provider shall submit the appropriate medical certification(s) to the university.

b. If the University agrees to accept the employee's choice of a health care provider the University may not then require another university-paid examination.

c. If the medical examination confirms that the employee is unable to perform assigned duties, the President or representative shall place the employee on compulsory leave.

(2) Conditions of Compulsory Leave.

a. Written notification to the employee placing the employee on compulsory leave shall include the duration of the compulsory leave period and the conditions under which the employee may return to work. These conditions may include the requirement of the successful completion of, or participation in, a program of rehabilitation or treatment, and follow-up medical certification(s) by the health care provider, as appropriate.

b. The compulsory leave period may be leave with pay or leave without pay. If the compulsory leave combines the use of accrued leave with leave without pay, the use of such leave shall be in accordance with Section 17.12.

c. If the employee fulfills the terms and conditions of the compulsory leave and receives a current medical certification that the employee is able to perform assigned duties, the President or representative shall return the employee to the employee's previous duties, if possible, or to equivalent duties.

(3) Duration. Compulsory leave, with or without pay, shall be for a period not to exceed the duration of the illness/injury or one year, whichever is less.

(4) Failure to Complete Conditions of Compulsory Leave or Inability to Return to Work. If the employee fails to fulfill the terms and conditions of a compulsory leave and/or is unable to return to work and perform assigned duties at the end of a leave period, the President or representative should advise the employee, as appropriate, of the Florida Retirement System's disability provisions and application process, and may, based upon the University's needs:

a. offer the employee part-time employment;

b. place the employee in leave without pay status in accordance with Section 17.12 or extend such status;

c. request the employee's resignation; or

d. release the employee from employment, notwithstanding any other provisions of this Agreement.

17.9 Annual Leave.

(a) Accrual of Annual Leave.

(1) Full-time employees appointed for more than nine (9) months, except employees on academic year appointments shall accrue annual leave at the rate of 6.769 hours biweekly or 14.667 hours per month (or a number of hours that is directly proportionate to the number of days worked during less than a full-pay period for full-time employees), and the hours accrued shall be credited at the conclusion of each pay period or, upon termination, at the effective date of termination. Employees may accrue annual leave in excess of the year end maximum during a calendar year. Employees with accrued annual leave in excess of the year end maximum as of December 31, shall have any excess converted to post October 1, 1973 sick leave on an hour-for-hour basis on January 1 of each year.

(2) Part-time employees appointed for more than nine (9) months, except employees on academic year appointments shall accrue annual leave at a rate directly proportionate to the percent of time employed.

(3) Academic year employees, employees appointed for less than nine (9) months, and OPS employees shall not accrue annual leave.

(b) Use of Annual Leave.

(1) Annual leave shall be accrued before being taken, except in those instances where the President or representative may authorize the advancing of annual leave. When leave has been advanced and employment is terminated prior to the employee accruing sufficient annual leave to credit against the leave that was advanced, the University shall deduct from the employee's warrant the cost of any annual leave advanced under this provision. All requests for annual leave shall be submitted by the employee to the supervisor as far in advance as possible and appropriate. Approval of the dates on which an employee wishes to take annual leave shall be at the discretion of the supervisor and shall be subject to the consideration of departmental/unit and organizational scheduling.

(2) The transfer of unused annual leave from a governmental entity to an annual leave accruing position is not permitted unless a reciprocal agreement in writing between the Board or its representative and the previous employing entity is in effect.

(c) Payment for Unused Annual Leave.

(1) Upon termination from an annual leave accruing contract, or transfer from an annual leave accruing contract to an academic year contract, and unless the employee requests the option in (2) below, the University shall pay the employee for up to forty-four days (352 hours) of unused annual leave at the calendar year rate the employee was accruing as of the employee's last day of work, provided that a determination has been made by the President or representative that the employee was unable to reduce the unused annual leave balance prior to termination or reassignment to an academic year contract. All unused annual leave in excess of forty-four days (352 hours) shall be forfeited by the employee.

(2) Upon transfer from an annual leave accruing contract to an academic year contract, the employee may elect to retain all unused annual leave until such time, not to exceed two (2) years, as the employee transfers back to an annual leave accruing contract or terminates employment with the SUS. Upon such termination or at the end of two (2) years, whichever comes first, the unused leave balance shall be paid in lump sum for up to forty-four days (352 hours) at the annual rate the employee was accruing as of the employee's last day of work on an annual leave accruing contract.

(3) Upon layoff, an employee shall be paid for up to forty-four days (352 hours) of unused annual leave in lump sum, unless the employee requests in writing that annual leave credits be retained pending re-employment. For employees who are re-employed by the University within twelve (12) calendar months following layoff, all unused annual leave shall be restored to the employee, provided the employee requests such action in writing and repays the full amount of any lump sum leave payment received at the time of layoff. Employees who are not re-employed within twelve (12) calendar months following layoff and who elected to retain their annual leave pending re-employment shall be paid for up to forty-four days (352 hours) of unused annual leave at the calendar rate the employee was accruing as of the employee's last day of work.

(4) If an employee has received a lump sum payment for accrued annual leave, the employee may elect in writing, upon re-employment within 100 days, to restore the employee's accrued annual leave. Restoration will be effective upon the repayment of the full lump sum leave payment.

(5) In the event of the death of an employee, payment for all unused annual leave at the time of death, up to 352 hours, shall be made to the employee's beneficiary, estate, or as provided by law.

## 17.10 Administrative Leaves.

### (a) Jury Duty and Court Appearances.

(1) An employee who is summoned as a member of a jury panel or subpoenaed as a witness in a matter not involving the employee's personal interests, shall be granted leave with pay and any jury or witness fees shall be retained by the employee; leave granted hereunder shall not affect an employee's annual or sick leave balance.

(2) An appearance as an expert witness for which an employee receives professional compensation falls under Article 19 and the universities' policies and rules relative to outside employment/conflict of interest. Such an appearance may necessitate the employee requesting annual leave or, if a non-annual leave accruing employee, may necessitate the employee seeking an adjustment of the work schedule.

(3) If an employee is required, as a direct result of the employee's employment, to appear as an official witness to testify in the course of any action as defined in Section 92.142(2), Florida Statutes, such duty shall be considered a part of the employee's job assignment, and the employee shall be paid per diem and travel expenses and shall turn over to the university any fees received.

(4) An employee involved in personal litigation during work hours must request annual leave or, if a non-annual leave accruing employee, must seek an adjustment to the work schedule.

### (b) Military Leave.

(1) Short-term Military Training. An employee who is a member of the United States Armed Forces Reserve, including the National Guard, upon presentation of a copy of the employee's official orders or appropriate military certification, shall be granted leave with pay during periods in which the employee is engaged in annual field training or other active or inactive duty for training exercises. Such leave with pay shall not exceed seventeen (17) work days in any one (1) federal fiscal year (October 1 - September 30).

(2) National Guard State Service. An employee who is a member of the Florida National Guard shall be granted leave with pay on all days when ordered to active service by the State. Such leave with pay shall not exceed thirty (30) days at any one time.

### (3) Other Military Leave.

a. An employee, except an employee who is employed in a temporary position or employed on a temporary basis, who is drafted, who volunteers for active military service, or who is ordered to active duty (not active duty training) shall be granted leave in accordance with Chapter 43 of Title 38, United States Code. Active military service includes active duty with any branch of the United States Army, Air Force, Navy, Marine Corps, Coast Guard, National Guard of the State of Florida, or other service as provided in Sections 115.08 and 115.09, Florida Statutes.

b. Such leave of absence shall be verified by official orders or appropriate military certification. The first thirty (30) days of such leave shall be with full-pay and shall not affect an employee's annual or sick leave balance. The remainder of military leave shall be without pay unless the employee elects to use accumulated annual leave or appropriate leave as provided in (4) below, or the employer exercises its option under Section 115.14, Florida Statutes, to supplement the employee's military pay. Leave payment for the first thirty (30) days shall be made only upon receipt of evidence from appropriate military authority that thirty (30) days of military service have been completed.

c. Applicable provisions of Federal and State law shall govern the granting of military leave and the employee's re-employment rights.

d. Use of accrued leave is authorized during a military leave without pay in accordance with Section 17.12.

(c) Leave Pending Investigation. When the President or representative has reason to believe that the employee's presence on the job will adversely affect the operation of the university, the President or representative may immediately place the employee on leave pending investigation of the event(s) leading to that belief. The leave pending investigation shall commence immediately upon the President or representative providing the employee with a written notice of the reasons therefore. The leave shall be with pay, with no reduction of accrued leave.

(d) Other Leaves Provided Not Affecting Accrued Leave Balances. An employee may be granted other leaves not affecting accrued leave balances which are provided as follows:

(1) Florida Disaster Volunteer Leave is provided by Section 110.120, Florida Statutes, for an employee who is a certified disaster service volunteer of the American Red Cross. Leave of absence with pay for not more than fifteen (15) working days in the fiscal year may be provided upon request of the American Red Cross and the employee's supervisor's approval. Leave granted under this act shall be only for services related to a disaster occurring within the boundaries of the State of Florida.

(2) Civil disorder or disaster leave is provided for an employee who is member of a volunteer fire department, police auxiliary or reserve, civil defense unit, or other law enforcement type organization to perform duties in time of civil disturbances, riots, and natural disasters, including an employee who is a member of the Civil Air Patrol or Coast Guard Auxiliary, and called upon to assist in emergency search and rescue missions. Such paid leave not affecting leave balances may be granted upon approval by the President or designee and shall not exceed two days on any one occasion.

(3) Athletic competition leave is provided by Section 110.118, Florida Statutes, for an employee who is a group leader, coach, official, or athlete who is a member of the official delegation of the United States team for athletic competition. Such paid leave not affecting leave balances shall be granted for the purpose of preparing for and engaging in the competition for the period of the official training camp and competition, not to exceed 30 days in a calendar year.

(4) Leave for re-examination or treatment with respect to service-connected disability is provided by Section 110.119, Florida Statutes, for an employee who has such rating by the United State Department of Veterans Affairs and has been scheduled to be reexamined or treated for the disability. Upon presentation of written confirmation of having been so scheduled, such leave not affecting the employee's leave balances shall be approved and shall not exceed six (6) calendar days in any calendar year.

(e) Official Emergency Closings. The President or President's representative may close the university, or portions of the university, in the event an Executive Order declaring an emergency has been issued. When natural disasters or other sudden and unplanned emergency conditions occur which are not covered by an Executive Order, the President or representative shall determine whether the university, or any portion thereof, is affected by the emergency and is to be closed. Such closings will be only for the period it takes to restore normal working conditions. A closing beyond two (2) consecutive days shall require the approval of the Board. Leave resulting from such an emergency closing shall not reduce employees' leave balances.

#### 17.12 Leave Without Pay.

(a) Granting. Upon request of an employee, the President or representative shall grant a leave without pay for a period not to exceed one year unless the President or representative determines that granting such leave would be inconsistent with the best interests of the university. Such leave may be extended upon mutual agreement.

(b) Salary Adjustment. The salary of an employee returning from uncompensated leave shall be adjusted to reflect all non-discretionary increases distributed during the period of leave. While on such leave, an employee shall be eligible to participate in any special salary incentive programs such as the Teaching Incentive Program.

(c) Retirement Credit. Retirement credit for such periods of leave without pay shall be governed by the rules and regulations of the Division of Retirement and the provisions of Chapter 121, Florida Statutes.

(d) Accrual of Leave/Holiday Pay. While on leave without pay, the employee shall retain accumulated sick leave and annual leave, but shall not accrue sick leave or annual leave nor be entitled to holiday pay.

(e) Use of Accrued Leave During an Approved Period of Leave Without Pay.

(1) Use of accrued leave with pay is authorized during a leave of absence without pay for parental, foster care, medical, or military reasons. Such use of leave with pay is provided under the following conditions:

a. Notwithstanding the provisions of Section 17.8(a)(2) regarding the use of sick leave, an employee may use any type of accrued leave in an amount necessary to cover the employee's contribution to the State insurance program and other expenses incurred by the employee during an approved period of leave without pay for parental, foster care, medical, or military reasons.

b. Normally the use of accrued leave during a period of leave without pay for medical reasons shall be approved for up to six (6) months, but may be approved for up to one year for the serious health condition of the employee or a member of the employee's immediate family.

c. The employer contribution to the State insurance program will continue for the corresponding payroll periods.

(2) An employee's request for the use of accrued leave during a period of leave without pay shall be made at the time of the employee's request for the leave without pay. Such request shall include the amount of accrued leave the employee wishes to use during the approved period of leave without pay. If circumstances arise during the approved leave which cause the employee to reconsider the combination of leave with and without pay, the employee may request approval of revisions to the original approval.

## **ARTICLE 18 INVENTIONS AND WORKS**

18.1 University Authority and Responsibilities. The Florida Statutes authorize the University to establish rules and procedures regarding patents, copyrights, and trademarks. Such rules and procedures shall be consistent with the terms of this Article.

18.2 Definitions. The following definitions shall apply in Article 18:

(a) A "work" includes any copyrightable material, such as printed material, computer software or databases, audio and visual material, circuit diagrams, architectural and engineering drawings, lectures, musical or dramatic compositions, choreographic works, pictorial or graphic works, and sculptural works. Instructional technology material, as defined in Section 9.9(a), is included in this definition.

(b) An "invention" includes any discovery, invention, process, composition of matter, article of manufacture, know-how, design, model, technological development, strain, variety, culture of any organism, or portion, modification, translation, or extension of these items, and any mark used in connection with these items. Instructional technology material, as defined in Section 9.9(a), is included in this definition.

(c) "Instructional technology material" is defined in Section 9.9(a).

(d) "University support" includes the use of university funds, personnel, facilities, equipment, materials, or technological information, and includes such support provided by other public or private organizations when it is arranged, administered, or controlled by a university.

18.3 Works.

(a) Independent Efforts. A work made in the course of independent efforts is the property of the employee, who has the right to determine the disposition of such work and the revenue derived from such work. As used in this Section, the term "independent efforts" means that:

- (1) the ideas came from the employee;
- (2) the work was not made with the use of University support; and
- (3) the University is not held responsible for any opinions expressed in the work.

(b) University-Supported Efforts.

(1) If the work was not made in the course of independent efforts, the work is the property of the University and the employee shall share in the proceeds there from.

(2) Exceptions. The University shall not assert rights to the following works:

- a. Those works for which the intended purpose is to disseminate the results of academic research or scholarly study, such as books, articles, electronic media; and
- b. Works developed without the use of appreciable university support and used solely for the purpose of assisting or enhancing the employee's instructional assignment.

(c) Disclosure.

(1) Upon the creation of a work and prior to any publication, the employee shall disclose to the President or representative any work made in the course of University-supported efforts, together with an outline of the project and the conditions under which it was done. Consistent with the provisions of Section 18.3(b)(2)a., above, employees need not disclose regarding books, articles, and similar works, the intended purpose of which is to disseminate the results of academic research or scholarly work.

(2) The President or representative shall assess the relative equities of the employee and the University in the work.

(3) Within sixty (60) days after such disclosure, the President or representative will inform the employee whether the University seeks an interest in the work, and a written agreement shall thereafter be negotiated to reflect the interests of both parties, including provisions relating to the equities of the employee and the allocation of proceeds resulting from such work. Creation, use, and revision of such works shall also be the subject of the written agreement between the employee and the University as well as provisions relating to the use or revision of such works by persons other than the creator. The employee shall assist the University in obtaining releases from persons appearing in, or giving financial or creative support to, the development or use of these works in which the university has an interest. All such agreements shall comport with and satisfy any preexisting commitments to outside sponsoring contractors.

(4) The employee and the University shall not commit any act which would tend to defeat the university's or employee's interest in the work and shall take any necessary steps to protect such interests.

#### 18.4 Inventions.

##### (a) Disclosure/University Review.

(1) An employee shall fully and completely disclose to the President or representative all inventions which the employee develops or discovers while an employee of the University, together with an outline of the project and the conditions under which it was done. With respect to inventions made during the course of approved outside employment, the employee may delay such disclosure, when necessary to protect the outside employer's interests, until the decision has been made by the outside employer whether to seek a patent.

(2) If the University wishes to assert its interest in the invention, the President or representative shall inform the employee within 120 days of the employee's disclosure to the President or representative.

(3) The President or representative shall conduct an investigation which shall assess the respective equities of the employee and the University in the invention, and determine its importance and the extent to which the University should be involved in its protection, development, and promotion.

(4) The President or representative shall inform the employee of the University's decision regarding the University's interest in the invention within a reasonable time, not to exceed 135 days from the date of the disclosure to the President or representative.

(5) The division, between the University and the employee, of proceeds generated by the licensing or assignment of an invention shall be negotiated and reflected in a written contract between the university and the employee. All such agreements shall comport with and satisfy any preexisting commitments to outside sponsoring contractors.

(6) The employee shall not commit any act which would tend to defeat the University's interest in the matter, and the University shall take any necessary steps to protect such interest.

(b) Independent Efforts. All inventions made outside the field or discipline in which the employee is employed by the University and for which no University support has been used are the property of the employee, who has the right to determine the disposition of such work and revenue derived from such work. The employee and the President or representative may agree that the patent for such invention be pursued by the University and the proceeds shared.



(c) University-Supported Efforts. An invention which is made in the field or discipline in which the employee is employed by the university, or by using university support, is the property of the University and the employee shall share in the proceeds there from.

(d) Release of Rights.

(1) In the event a sponsored research contractor has been offered the option to apply for the patent to an invention or other rights in an invention, the University will use its good offices in an effort to obtain the contractor's decision regarding the exercise of such rights within 120 days.

(2) At any stage of making the patent applications, or in the commercial application of an invention, if it has not otherwise assigned to a third party the right to pursue its interests, the President or representative may elect to withdraw from further involvement in the protection or commercial application of the invention. At the request of the employee in such case, the University shall transfer the invention rights to the employee, in which case the invention shall be the employee's property and none of the costs incurred by the University or on its behalf shall be assessed against the employee.

(3) All assignments or releases of inventions, including patent rights, by the President or representative to the employee shall contain the provision that such invention, if patented by the employee, shall be available royalty-free for governmental purposes of the State of Florida, unless otherwise agreed in writing by the University.

(e) University Policy.

(1) The University shall have a policy addressing the division of proceeds between the employee and the university.

(2) Such policy may be the subject of consultation meetings pursuant to Article 2.

(f) Execution of Documents. The University and the employee shall sign an agreement individually recognizing the terms of this Article.

#### 18.5 Outside Activity.

(a) Although an employee may, in accordance with Article 19, Conflict of Interest/Outside Activity, engage in outside activity, including employment, pursuant to a consulting agreement, requirements that an employee waive the employee's or University's rights to any work or inventions which arise during the course of such outside activity must be approved by the President or representative.

(b) An employee who proposes to engage in such outside activity shall furnish a copy of this Article and the University's patents policy to the outside employer prior to or at the time a consulting or other agreement is signed, or if there is no written agreement, before the employment begins.

**ARTICLE 19**  
**CONFLICT OF INTEREST/OUTSIDE ACTIVITY**

19.1 Policy.

(a) An employee is bound to observe in all official acts, the highest standards of ethics consistent with the code of ethics of the State of Florida, the advisory opinions rendered with respect thereto, Board rules, and university rules. Other provisions of State law govern obligations and responsibilities of employees who receive State compensation in addition to their annual salary.

(b) Nothing in this Article is intended to discourage an employee from engaging in outside activity in order to increase the employee's professional reputation, service to the community, or income, subject to the conditions stated herein.

19.2 Definitions.

(a) "Outside Activity" shall mean any private practice, private counseling, additional teaching or research, or other activity, compensated or uncompensated, which is not part of the employee's assigned duties and for which the university has provided no compensation.

(b) "Conflict of Interest" shall mean:

(1) any conflict between the private interests of the employee and the public interests of the university, the Board of Trustees, or the State of Florida, including conflicts of interest specified under Florida Statutes; or

(2) any activity which interferes with the full performance of the employee's professional or institutional responsibilities or obligations.

19.3 Conflicts of Interest Prohibited.

Conflicts of interest, including those arising from university or outside activities, are prohibited. Employees are responsible for resolving such conflicts of interest, working in conjunction with their supervisors and other university officials.

19.4 Report of Outside Activity.

(a) An employee who proposes to engage in any outside activity which the employee should reasonably conclude may create a conflict of interest, or in any outside compensated professional activity, shall report to the employee's supervisor, in writing, the details of such proposed activity prior to engaging therein.

(b) The report, as described in paragraph 19.4(a), shall include, where applicable, the name of the employer or other recipient of services; the funding source, the location where such activity shall be performed; the nature and extent of the activity; and any intended use of university facilities, equipment, or services.

(c) A new report shall be submitted for outside activity previously reported at:

(1) the beginning of each academic year for outside activity of a continuing nature; and

(2) such time as there is a significant change in an activity (nature, extent, funding, etc.).

(d) The reporting provisions of this section shall not apply to activities performed wholly during a period in which the employee has no appointment with the university.

(e) Any outside activity which falls under the provisions of this Article and in which the employee is currently engaged but has not previously reported, shall be reported within sixty (60) days of the execution of this Agreement and shall conform to the provisions of this Article.

**19.5 Expedited Grievance Procedure.**

(a) In the event the proposed outside activity is determined to constitute a conflict of interest and the employee disagrees with that determination, the employee may file a grievance under the expedited grievance procedure contained in Article 20, Section 20.15.

(b) The employee may engage in such outside activity pending a resolution of the matter pursuant to Section 19.5(a).

(c) If the resolution of the matter is that there is a conflict of interest, the employee shall cease such activity immediately and may be required to turn over to the university all or part of compensation earned herein.

**19.6 Use of University Resources.** An employee engaging in any outside activity shall not use the facilities, equipment, or services of the university in connection with such outside activity without prior approval of the President or representative. Approval for the use of university facilities, equipment, or services may be conditioned upon reimbursement for the use thereof.

**19.7 No University Affiliation.** An employee engaging in outside activity shall take reasonable precautions to ensure that the outside employer or other recipient of services understands that the employee is engaging in such outside activity as a private citizen and not as an employee, agent, or spokesperson of the university.

## **ARTICLE 20 GRIEVANCE PROCEDURE**

20.1 Policy/Informal Resolution. The parties agree that all problems should be resolved, whenever possible, before the filing of a grievance but within the time limits for filing grievances stated elsewhere in this Article, and encourage open communications between administrators and employees so that resorting to the formal grievance procedure will not normally be necessary. The parties further encourage the informal resolution of grievances whenever possible. At each step in the grievance process, participants are encouraged to pursue appropriate modes of conflict resolution. The purpose of this Article is to promote a prompt and efficient procedure for the investigation and resolution of grievances. The procedures hereinafter set forth shall be the sole and exclusive method for resolving the grievances of employees as defined herein.

20.2 Resort to Other Procedures. It is the intent of the parties to first provide a reasonable opportunity for resolution of a dispute through the grievance procedure and arbitration process. Except as noted below, if prior to seeking resolution of a dispute by filing a grievance hereunder, or while the grievance proceeding is in progress, an employee requests, in writing, resolution of the matter in any other forum, whether administrative or judicial, the Board or the University shall have no obligation to entertain or proceed further with the matter pursuant to this grievance procedure. As an exception to this provision, a grievant may file an EEOC charge while the grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. § 2000e et seq. Further, since the parties do not intend that this grievance procedure be a device for appellate review, the President's response to a recommendation of a hearing officer or other individual or group having appropriate jurisdiction in any other procedure shall not be an act or omission giving rise to a grievance under this procedure.

20.3 Definitions and Forms. As used herein:

(a) The term "grievance" shall mean a dispute filed on a form referenced in Section 20.3(c) concerning the interpretation or application of a specific term or provision of this Agreement, subject to those exclusions appearing in other Articles of this Agreement.

(b) The term "grievant" shall mean an employee or group of employees who has/have filed a grievance in a dispute over a provision of this Agreement which confers rights upon the employee(s). The UFF may file a grievance in a dispute over a provision of this Agreement which confers rights upon the UFF. A grievance filed by a Chapter of the UFF which alleges a violation of its rights by the University shall be initiated at Step 1. A grievance filed by the FAMU Chapter of UFF which alleges a violation of its rights by the University, shall be initiated at Step 2.

(c) Grievance Forms. Each grievance, request for review, and notice of arbitration must be submitted in writing on the appropriate form attached to this Agreement as Appendix "C", "D", or "E", respectively, and shall be signed by the grievant. All grievance forms shall be dated when the grievance is received. If there is difficulty in meeting any time limit, the UFF representative may sign such documents for the grievant; however, grievant's signature shall be provided prior to the Step 1 meeting or Step 2 review if filed directly at Step 2. The aforementioned grievance forms, as well as Appendix "H", may be filed by means of fax, United States mail, or any other recognized means of delivery.

20.4 Burden of Proof. In all grievances except disciplinary grievances in accordance with Article 16, Disciplinary Action and Job Abandonment, the burden of proof shall be on the employee. In disciplinary grievances, the burden of proof shall be on the university or the Board.

20.5 Representation. The UFF shall have the exclusive right to represent any employee in a grievance filed hereunder, unless an employee elects self-representation or to be represented by legal counsel. If an employee elects not to be represented by the UFF, the University shall promptly inform the UFF in writing of the grievance. No resolution of any individually processed grievance shall be inconsistent with the terms of this Agreement and for this purpose the UFF shall have the right to have an observer present at all meetings called for the purpose of discussing such grievance and shall be sent copies of all decisions at the same time as they are sent to the other parties.

20.6 Grievance Representatives. The UFF shall annually furnish to the board and University a list of all persons authorized to act as grievance representatives and shall update the list as needed. The UFF grievance representative shall have the responsibility to meet all classes, office hours, and other duties and responsibilities incidental to the assigned workload. Some of these activities are scheduled to be performed at particular times. Such representative shall have the right during times outside of those hours scheduled for these activities to investigate, consult, and prepare grievance presentations and attend grievance hearings and meetings. Should any hearings or meetings with the President, Board or their representatives necessitate rescheduling of assigned duties, the representative may, with the approval of the appropriate administrator, arrange for the rescheduling of such duties or their coverage by colleagues. Such approval shall not be unreasonably withheld.

#### 20.7 Appearances.

(a) When an employee participates during working hours in an arbitration hearing or in a grievance meeting between the grievant or representative and the University or Board, that employee's compensation shall neither be reduced nor increased for time spent in those activities.

b) Prior to participation in any such proceedings, conferences, or meetings, the employee shall make arrangements acceptable to the appropriate supervisor for the performance of the employee's duties. Approval of such arrangements shall not be unreasonably withheld. Time spent in such activities outside regular working hours shall not be counted as time worked.

#### 20.8 Formal Grievance Procedure.

##### (a) Filing.

(1) A grievance shall be filed with the Unit Head of the College, School, Institute, Library, or Housing at Step 1, or in the case of a grievance initiated at Step 2 with the Provost/President, within thirty (30) days following the act or omission giving rise thereto, or the date on which the employee knew or reasonably should have known of such act or omission if that date is later. Thirty (30) days shall be determined by a receipt executed by the office receiving the grievance, or by the date of mailing as determined by the postmark. The grievant may amend the Appendix "C" form one time, either prior to the Step 1 meeting for all grievances filed at Step 1, or prior to the Step 2 review for all grievances filed directly at Step 2.

(2) An employee may seek redress of alleged salary discrimination by filing a grievance under the provisions of Article 20. An act or omission giving rise to such a grievance may be the employee's receipt of the employee's salary warrant for the first full-pay period in which the annual salary increases referenced in Article 23 are reflected.

(3) The filing of a grievance constitutes a waiver of any rights to judicial review of agency action pursuant to Chapter 120, Florida Statutes, or to the review of such actions under University procedures which may otherwise be available to address such matters. This grievance procedure shall be the sole review mechanism for resolving disputes regarding rights or benefits which are provided exclusively by this Agreement. Only those acts or omissions and sections of the Agreement identified at the initial filing may be considered at subsequent steps.

(b) Time Limits. All time limits contained in this Article may be extended by mutual agreement of the parties, except that the time limits for the initial filing of a grievance may be extended only by agreement between the University and the UFF. Upon failure of the Board to provide a decision within the time limits provided in this Article, the grievant or the UFF, where appropriate, may appeal to the next step. Upon the failure of the grievant or the UFF, where appropriate, to file an appeal within the time limits provided in this Article, the grievance shall be deemed to have been resolved by the decision at the prior step.

##### (c) Postponement.

(1) The grievant may, in the written grievance at Step 1, request the postponement of any action in processing the grievance formally for a period of up to thirty (30) days, during which period efforts to resolve the grievance informally shall be made. The initial such request shall be granted. Upon the grievant's written request, additional extensions should be granted unless to do so would

impede resolution of the grievance. Upon request, the Unit Head or his/her representative shall, during the postponement period(s), arrange an informal meeting between the appropriate administrator and the grievant. The grievant shall have the right to representation by the UFF during attempts at informal resolution of the grievance. The grievant may, at any time, terminate the postponement period by giving written notice to the Unit Head or his/her representative that the grievant wishes to proceed with the Step 1 meeting. If the postponement period, or any extension thereof, expires without such written notice, the grievance shall be deemed informally resolved to the grievant's satisfaction and need not be processed further.

(2) In the case of a grievance filed pursuant to the Expedited Grievance Procedure referenced in Section 20.15, the postponement period shall be no more than seven (7) days unless the employee and the university agree otherwise.

(d) Step 1.

(1) Meeting. The Unit Head or his/her representative and the grievant and the grievant's representative shall meet within fifteen (15) days following (a) receipt of the grievance if no postponement is requested, or (b) receipt of written notice that the grievant wishes to proceed with the Step 1 meeting. At the Step 1 meeting, the grievant shall have the right to present any evidence in support of the grievance, and the grievant and/or the UFF representative or the grievant's legal counsel (if selected pursuant to Section 20.5), and the Unit Head or representative, shall discuss the grievance.

(2) Decision. The Unit Head or representative shall issue a written decision, stating the reasons therefore, to grievant's Step 1 representative within thirty (30) days following the conclusion of the meeting. Thirty days shall be determined by a receipt executed by the office receiving the grievance, or by the date of mailing as determined by the postmark. In the absence of an agreement to extend the period for issuing the Step 1 decision, the grievant may proceed to Step 2 if the grievant's Step 1 representative has not received the written decision by the end of the 30th day following the conclusion of the Step 1 meeting. A copy of the decision shall be sent to the grievant and to the local UFF grievance representative if the grievant elected self-representation or representation by legal counsel.

(3) Documents. Where practicable, the Step 1 reviewer shall make available to the grievant, or grievance representative, documentation referenced in the Step 1 decision prior to its issuance. All documents referred to in the decision and any additional documents presented by the grievant shall be attached to the decision, together with a list of these documents. In advance of the Step 1 meeting, the grievant shall have the right, upon written request, to a copy of any identifiable documents relevant to the grievance.

(e) Step 2.

(1) Review. If the grievance is not satisfactorily resolved at Step 1, the grievant may file a written request for review with the President within thirty (30) days following receipt of the Step 1 decision by grievant's Step 1 representative. Thirty days shall be determined by a receipt executed by the office receiving the grievance, or by the date of mailing as determined by the postmark.

(2) Meeting. The President or representative and the representative of the grievant shall meet no later than thirty (30) days following receipt request review. At the Step 2 meeting, the grievant shall have the right to present any evidence in support of the grievance, and the grievant and/or the UFF representative or the grievant's legal counsel (if selected pursuant to Section 20.5).

(3) Decision. The President or his/her representative shall issue a written decision, stating the reasons therefore, to grievant's Step 2 representative within thirty (30) days following the conclusion of the review meeting. Thirty days shall be determined by a receipt executed by the office receiving the grievance, or by the date of mailing as determined by the postmark. In the absence of an agreement to extend the period for issuing the Step 2 decision, the UFF may proceed to Step 3 if the grievant's Step 2 representative has not received the written decision by the end of the 30th day following the conclusion of the Step 2 meeting. A copy of the decision shall be sent to the grievant and to the UFF if the grievant elected self-representation or representation by legal counsel.

(f) Step 3 Arbitration.

(1) Filing. If the grievance has not been satisfactorily resolved at Step 2, the UFF may, upon the request of the grievant, proceed to arbitration by filing a written notice of the intent to do so.

Notice of intent to proceed to arbitration must be filed with the Provost or representative within thirty (30) days after receipt of the Step 2 decision by grievant's Step 2 representative and shall be signed by the grievant and the State UFF President or representative, or State UFF Director of Arbitrations. Thirty days shall be determined by a receipt executed by the office receiving the grievance, or by the date of mailing as determined by the postmark. The grievance may be withdrawn at any time by the grievant or by the UFF President or Director of Arbitrations at any point during Step 3. The parties shall stipulate to the issue(s) prior to the arbitration. In the event a stipulation is not reached, the parties shall proceed to a hearing on arbitrability pursuant to Section 20.8(f)(4).

(2) Selection of Arbitrator. Representatives of the University and the UFF shall meet within ninety (90) days after the execution of this Agreement for the purpose of selecting an Arbitration Panel of ten (10) or more members. Within fourteen (14) days after receipt of a notice of intent to arbitrate, representatives of the Board and the UFF shall meet for the purpose of selecting an arbitrator from the Panel. Selection shall be by mutual agreement or by alternately striking names from the Arbitration Panel list until one name remains. The right of the first choice to strike from the list shall be determined by the flip of a coin. If the parties are unable to agree to a panel of arbitrators, they shall follow the normal American Arbitration Association procedure for the selection of an arbitrator. The parties may mutually select as the arbitrator an individual who is not a member of the Arbitration Panel. The arbitration shall be held within sixty (60) days following the selection of the arbitrator.

(3) Authority of the Arbitrator.

a. The arbitrator shall neither add to, subtract from, modify, or alter the terms or provisions of this Agreement. Arbitration shall be confined solely to the application and/or interpretation of this Agreement and the precise issue(s) submitted for arbitration. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issues submitted.

b. Where an administrator has made a judgment involving the exercise of discretion, such as decisions regarding tenure or promotion, the arbitrator shall not substitute the arbitrator's judgment for that of the administrator. Nor shall the arbitrator review such decision except for the purpose of determining whether the decision has violated this Agreement. If the arbitrator determines that the Agreement has been violated, the arbitrator shall direct the university to take appropriate action. An arbitrator may award back salary where the arbitrator determines that the employee is not receiving the appropriate salary from the university, but the arbitrator may not award other monetary damages or penalties. If notice that further employment will not be offered is not given on time, the arbitrator may direct the university to renew the appointment only upon a finding that no other remedy is adequate, and that the notice was given so late that (a) the employee was deprived of reasonable opportunity to seek other employment, or (b) the employee actually rejected an offer of comparable employment which the employee otherwise would have accepted.

c. An arbitrator's decision awarding employment beyond the sixth year shall not entitle the employee to tenure. In such cases the employee shall serve during the seventh year without further right to notice that the employee will not be offered employment thereafter. If an employee is reappointed at the direction of an arbitrator, the President or representative may reassign the employee during such reappointment.

(4) Arbitrability. Issues of arbitrability shall be bifurcated from the substantive issue(s) and, whenever possible, determined by means of a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the issue is judged to be arbitrable, an arbitrator shall then be selected to hear the substantive issue(s) in accordance with the provisions of Section 20.8(f)(2).

(5) Conduct of Hearing. The arbitrator shall hold the hearing in Tallahassee, unless otherwise agreed by the parties. The hearing shall commence within twenty-five (25) days of the arbitrator's acceptance of selection, or as soon thereafter as is practicable, and the arbitrator shall issue the decision within forty-five (45) days of the close of the hearing or the submission of briefs, whichever is later, unless additional time is agreed to by the parties. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. Except as expressly specified in this Article, the provisions of the Florida Arbitration Code, Chapter 682, Florida Statutes, shall not apply.

Except as modified by the provisions of this Agreement, arbitration proceedings shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

(6) Effect of Decision. The decision or award of the arbitrator shall be final and binding upon the Board, the UFF, and the grievant, provided that either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction, pursuant to Section 682.13, Florida Statutes.

(7) Venue. For purposes of venue in any judicial review of an arbitrator's decision issued under this agreement, the parties agree that such an appeal shall be filed in the courts in Leon County, Florida, unless both parties specifically agree otherwise in a particular instance. In an action commenced in Leon County, neither the Board nor the UFF will move for a change of venue based upon the defendant's residence in fact if other than Leon County.

(8) Fees and Expenses. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. The party desiring a transcript of the arbitration proceedings shall provide written notice to the other party of its intention to have a transcript of the arbitration made at least one week prior to the date of the arbitration. The party desiring such transcript shall be responsible for scheduling a stenotype reporter to record the proceedings. The parties shall share equally the appearance fee of the stenotype reporter and the cost of obtaining an original transcript and one copy for the party originally requesting a transcript of the proceedings. The requesting party shall, at its expense, photocopy the copy of the transcript received from the reporter and deliver the photocopy to the other party within five days after receiving the copy of the transcript from the reporter.

(9) Retroactivity. An arbitrator's award may or may not be retroactive as the equities of each case may demand, but in no case shall an award be retroactive to a date earlier than thirty (30) days prior to the date the grievance was initially filed in accordance with this Article.

20.9 Filings and Notification. With the exception of Step 1 and Step 2 decisions, all documents required or permitted to be issued or filed pursuant to this Article may be transmitted by fax, United States mail, or any other recognized delivery service (note: e-mail is not an acceptable form of delivery). Step 1 and Step 2 decisions shall be transmitted to the grievant's representative(s) by personal delivery with written documentation of receipt or by certified mail, return receipt requested. In the event that any action falls due on a Saturday, Sunday, or holiday (as referred to in Section 17.5), the action will be considered timely if it is accomplished by 5:00 P.M. on the following business day.

20.10 Precedent. No complaint informally resolved, or grievance resolved at either Step 1 or 2, shall constitute a precedent for any purpose unless agreed to in writing by the Provost or representative and the UFF acting through its President or representative.

20.11 Processing.

(a) The filing or pendency of any grievance or arbitration proceedings under this Article shall not operate to impede, preclude, or delay the Board from taking the action complained of. Reasonable efforts, including the shortening of time limits when practical, shall be made to conclude the processing of a grievance prior to the expiration of the grievant's employment, whether by termination or failure to reappoint. An employee with a pending grievance will not continue to be compensated beyond the last date of employment.

(b) The Provost/ President, or representative, may refuse consideration of a grievance not filed or processed in accordance with this Article.



20.12 Reprisal. No reprisal of any kind will be made by the Board, University, or the UFF against any grievant, any witness, any UFF representative, or any other participant in the grievance procedure by reason of such participation.

20.13 Records. All written materials pertinent to a grievance shall be filed separately from the evaluation file of the grievant or witnesses, except decisions resulting from arbitration or settlement.

20.14 Inactive Grievances. A grievance which has been filed at Step 2 or Step 3 and on which no action has been taken by the grievant or the UFF for ninety (90) days shall be deemed withdrawn and resolved in accordance with the decision issued at the prior Step.

20.15 Expedited Grievance Procedure for Conflict of Interest (Section 19.5).

(a) A grievance alleging a violation of Article 19 shall be heard at Step 1 by the President or representative no more than seven (7) days after it has been filed. The President or representative shall issue a Step 1 decision no more than seven (7) days after the Step 1 meeting.

(b) A request for review of the Step 1 decision shall be filed using Appendix "D", no more than seven (7) days following the receipt of the Step 1 decision. The Step 2 meeting shall be held no more than seven (7) days after the receipt of Appendix "D", and the Step 2 decision shall be issued no more than seven

(7) days after the meeting.

(c) A request for arbitration using Appendix "E" shall be filed within fourteen (14) days after receipt of the Step 2 decision. An arbitrator shall be selected by the parties no more than fourteen (14) days following the receipt of the Appendix "E". The arbitrator shall issue a memorandum of decision within seven (7) days following the conclusion of the arbitration, to be followed by a written opinion and award in

accordance with Section 20.8(f)(5).

(d) The parties shall establish a panel of three (3) experienced arbitrators to hear a grievance filed in accordance with this Section.

(e) All other provisions of Article 20 shall apply to these grievances, except as noted above.

**ARTICLE 21  
OTHER EMPLOYEE RIGHTS**

21.1 Professional Meetings. Employees should be encouraged to and may, with the approval of their supervisor, attend professional meetings, conferences, and activities. Subject to the availability of funds, the employee's expenses in connection with such meetings, conferences, or activities shall be reimbursed in accordance with the applicable provisions of State law and rules and regulations having the force and effect of law.

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 and a computer. Such office space may be on a shared basis only when appropriate individual office space is unavailable. Each employee shall, consistent with building security, have reasonable access to the employee's 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. 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.

21.3 Safe Conditions. Whenever an employee reports a condition which the employee feels represents a violation of safety or health rules and regulations or poses an unreasonable hazard to persons or property, such conditions shall be promptly investigated. The appropriate administrator shall reply to the concern, in writing, if the employee's concern was communicated in writing.

21.4 Limitation on Personal Liability.

(a) In the event an employee is sued for an act, event, or omission which may fall within the scope of Section 768.28, Florida Statutes, the employee should notify the Office of the General Counsel as soon as possible after receipt of the summons commencing the action in order that the Board may fulfill its obligation. Failure to notify the employer promptly may affect the rights of the parties.

(b) For information purposes, the following pertinent language of Section 768.28(9), Florida Statutes, is reproduced herein. No officer, employee, or agent of the State or any of its sub-divisions shall be held personally liable in tort or named as a party defendant in any action for any injury or damages suffered as a result of any act, event or omission of action in the scope of his or her employment or function unless such officer, employee or agent acted in bad faith or with malicious purpose or in a manner exhibiting wanton or willful disregard of human rights, safety or property.

21.5 Travel Advances. The University shall, pursuant to Section 112.061 (12), Florida Statutes, provide travel advances, upon request, of up to eighty (80) percent of budgeted expenses for authorized travel of longer than five (5) consecutive days.

21.6 Working Papers Rights. Consistent with law, the provisions of Article 18, and the legitimate interests of the university, employees shall have the right to control of their personal correspondence, notes, raw data, and other working papers.

21.7 Protection for Whistleblowers. Employees are notified that Section 112.3187, Florida Statutes, provides protection to certain covered employees who are whistleblowers and delineates their rights and responsibilities. For informational purposes, the pertinent language from Section 112.3187(7), Florida Statutes, is as follows:

This Section protects employees and persons who disclose information on their own initiative in a written and signed complaint; who are requested to participate in an investigation, hearing, or other inquiry conducted by any agency or federal government entity; who refuse to participate in any adverse action prohibited by this section; or who initiate a complaint through the whistle-blower's hotline; or employees who file any written complaint to their supervisory officials or employees who submit a complaint to the chief inspector general in the executive office of the governor, to the employee designated as agency inspector general under S. 112.3189(1), to the Florida Commission on Human Relations. The provisions of this Section may not be used by a person while he or she is under the care, custody, or control of the state correctional system, or, after release from the care, custody, or control of the state correctional system, with respect to circumstances that occurred during any period of incarceration. No remedy or other protection under SS. 112.3187 – 112.31895 applies to any person who has committed or intentionally participated in committing the violation or suspected violation for which protection under SS. 112.3187-112.31895 is being sought.

21.8 Parking Benefits. The Board shall provide pre-tax payroll deductions for on-campus parking permits, and arrange the option of a pre-tax account for faculty.

**ARTICLE 22**  
**PROFESSIONAL DEVELOPMENT PROGRAM AND SABBATICALS**

22.1 Professional Development Leave.

(a) Policy. Professional development leave shall be made available to employees who meet the requirements set forth below. Such leaves are granted to increase an employee's value to the university for through enhanced opportunities for professional renewal, educational travel, study, formal education, research, writing, or other experience of professional value, not as a reward for service.

(b) Types of Professional Development Leave. Each year, the University or its representatives will make available at least one (1) professional development leave at full-pay for one (1) semester or its equivalent (for example, leave at half-pay for two (2) semesters), for each twenty 20 eligible employees, subject to the conditions set forth below.

(c) Eligibility for Professional Development Leave. Full-time employees with three (3) or more years of service shall be eligible for professional development leaves, except those employees who are serving in tenure-earning or tenured positions. An employee who is compensated through a contract or grant may receive a professional development leave only if the contract or grant allows for such leaves and the employee meets all other eligibility requirements. Eligible employees shall be notified annually regarding eligibility requirements and application deadlines.

(d) Application and Selection.

(1) Application for professional development leave shall contain an appropriate outline of the project or work to be accomplished during the leave.

(2) The University or its representative shall select applicants when the University believes that completion of the project or work would improve the productivity of the department or function of which the employee is a part.. Criteria for selection of professional development leave applicants shall be specified by the university and made available to eligible employees.

(3) No more than one (1) employee in each department/unit need be granted leave at the same time.

(e) Terms of Professional Development Leave.

(1) The employee must return to University employment for at least one (1) academic year following the conclusion of such leave. Agreements to the contrary must be reduced to writing prior to participation. Return to the University of salary received during the program may be required in those instances where neither of the above is satisfied.

(2) An employee who fails to spend the time as stated in the application shall reimburse the university for the salary received during such leave.

(3) Employees shall not normally be eligible for a second professional development leave until three (3) years of continuous service are completed following the previous leave.

(4) The employee must provide a brief written report of the employee's accomplishments during the professional development leave to the President or representative upon return to the university.

(5) Contributions normally made by the Board to retirement and Social Security programs shall be continued on a basis proportional to the salary received. Board contributions normally made to employee insurance programs and any other employee benefit programs shall be continued during the professional development leave.

(6) Eligible employees shall continue to accrue annual and sick leave on a full-time basis during the professional development leave.

(7) While on leave, an employee shall be permitted to receive funds for travel and living expenses, and other professional development leave-related expenses, from sources other than the university such as fellowships, grants-in-aid, and contracts and grants, to assist in accomplishing the purposes of the professional development leave. Receipt of funds for such purposes shall not result in reduction of the employee's university salary. Grants for such financial assistance from other sources may, but need not, be administered through the university. If financial assistance is received in the form of

salary, the university salary shall normally be reduced by the amount necessary to bring the total income of the professional development leave period to a level comparable to the employee's current year salary rate. Employment unrelated to the purpose of the professional development leave is governed by the provisions of Article 19, Conflict of Interest And Outside Activity.

#### 21.2 Other Study Leave.

(a) Job-Required. An employee required to take academic course work as part of assigned duties shall not be required to charge time spent attending classes during the work day to accrued leave.

b) Job-Related. An employee may, at the discretion of the supervisor, be permitted to attend up to six (6) credits of course work per semester during work, provided that:

(1) The course work is directly related to the employee's professional responsibilities;

(2) The supervisor determines that the absence will not interfere with the proper operation of the work unit;

(3) The supervisor believes that completion of the course work would improve the productivity of the department or function of which the employee is a part; and

(4) The employee's work schedule can be adjusted to accommodate such job-related study without reduction in the total number of work hours required per pay period.

(c) Employees may, in accordance with this Article, use accrued annual leave for job-related study.

#### 21.3 Sabbaticals.

(a) Policy. Sabbaticals for professional development are to be made available to employees who meet the requirements below. Such sabbaticals are granted to increase an employee's value to the university through enhanced opportunities for professional renewal, planned travel, study, formal education, research, writing, or other experience of professional value, not as a reward for service.

(b) Types of Sabbaticals.

(1) The University will make available to each employee whose application has been reviewed by the University, a sabbatical for two (2) semesters (i.e. one (1) academic year) at half-pay, subject to the conditions set forth below. The university may, with the approval of the local UFF chapter, provide sabbaticals that are equivalent to the two semester half-pay sabbaticals.

(2) Each year, the University will make available at least one (1) sabbatical at full-pay for one (1) semester for each forty (40) eligible employees, subject to the conditions set forth below. The University may, with the approval of the local UFF Chapter, provide sabbaticals that are equivalent to the one semester, full pay, sabbaticals provided to the university.

(c) Eligibility for Sabbaticals. Full-time tenured employees shall be eligible for sabbaticals. An employee who is compensated through a contract or grant may receive a sabbatical only if the contract or grant allows a sabbatical and the employee meets all other eligibility requirements.

(d) Application and Selection.

(1) Applications for sabbaticals shall be submitted in accordance with University procedures established through the consultation process (Article 2). Each application shall include a statement describing the program and activities to be followed while on sabbatical, the expected increase in value of the employee to the university and the employee's academic discipline, specific results anticipated from the leave, any anticipated supplementary income, and a statement that the applicant agrees to comply with the conditions of the sabbatical program as described in 22.3(e).

(2) Sabbaticals at half-pay shall be granted unless the university has determined that the conditions set forth in this Section have not been met or that departmental/unit staffing considerations preclude such sabbatical from being granted. In this latter instance, the employee shall be provided the sabbatical the following year, or at a later time as agreed to by the employee and the university, not to exceed a two (2) year postponement from the date granted. The period of postponement shall be credited for eligibility for a subsequent sabbatical.

(3) If there are more applicants for one (1) semester sabbaticals at full-pay than available sabbaticals in the unit, the committee shall rank the applicants. The committee shall be elected by and from the employees eligible for sabbatical leave as specified in Section 22.3(c). The Committee chairperson shall be selected by the President or representative. The committee, in ranking the applicants, shall consider the benefits of the proposed program to the employee, the university and the profession; an equitable distribution of sabbaticals among colleges, divisions, schools, departments, and

disciplines within the university; the length of time since the employee was relieve of teaching duties for the purpose of research and other scholarly activities; and length of service since previous sabbatical or initial appointment. The committee shall submit a ranked list of recommended employees to the President or representative. The President or representative shall make appointments from the list and consult with the committee prior to an appointment that does not follow the committee's ranking.

(4) No more than one (1) employee in a department/unit need be awarded a sabbatical at the same time.

(e) Terms of Sabbatical Program.

(1) While on sabbatical, the employee's salary shall be one-half pay for two (2) semesters (one (1) academic year), or full-pay for one semester.

(2) The employee must return to the University for at least one (1) academic year following participation in the program. Agreements to the contrary must be reduced to writing prior to participation. Return to the University of salary received during the program may be required in those instances where neither of the above is satisfied.

(3) The employee must, within thirty (30) days upon returning from the sabbatical, provide a concise written report of the employee's accomplishments during the sabbatical to the President or representative. The report shall include information regarding the activities undertaken during the sabbatical, the results accomplished during the sabbatical as they affect the employee and the university, and research or other scholarly work produced or expected to be produced as a result of the sabbatical.

(4) Employees shall not normally be eligible for a second sabbatical until six (6) years of continuous service are completed following the first.

(5) Contributions normally made by the Board to retirement and Social Security programs shall be continued on a basis proportional to the salary received. Board contributions normally made to employee insurance programs and any other employee benefit programs shall be continued during the sabbatical.

(6) Eligible employees shall continue to accrue annual and sick leave on a full-time basis during the sabbatical.

(7) While on leave, an employee shall be permitted to receive funds for travel and living expenses, and other sabbatical-related expenses, from sources other than the university such as fellowships, grants-in-aid, and contracts and grants, to assist in accomplishing the purposes of the sabbatical. Receipt of funds for such purposes shall not result in reduction of the employee's university salary. Grants for such financial assistance from other sources may, but need not, be administered through the university. If financial assistance is received in the form of salary, the university salary shall normally be reduced by the amount necessary to bring the total income of the sabbatical period to a level comparable to the employee's current year salary rate. Employment unrelated to the purpose of the sabbatical leave is governed by the provisions of Article 19, Conflict of Interest And Outside Activity.

21.4 Retraining. A University may, at its discretion, provide opportunities for retraining of faculty members when it is in the University's best interests. Such opportunities may be provided to faculty members who are laid off, to those who are reassigned, or in other appropriate circumstances. These retraining opportunities may include enrollment in tuition-free courses under the provisions of Section 24.7, and Sabbaticals or Professional Development Leaves under this Article.

**ARTICLE 23  
SALARIES**

23.1 General Wage Increases. The Board shall/has provide(d) the following wage increases to the base rate of pay of all eligible members of the bargaining unit.

(a) Effective August 1, 2005 all eligible members of the bargaining unit have received a wage increase of 3.6% to their base salary of July 31, 2005. This wage increase is provided in accordance with the language of the 2005 Appropriations Act of the Florida Legislature.

(b) Effective April 21, 2006 all eligible bargaining unit members received a wage increase of 2.0% of their base salary that was in effect on January 1, 2006 and pursuant to a memorandum of understanding between the Board and the UFF.

(c) Effective October 1, 2006 all eligible members of the bargaining unit received a wage increase of 3.0% to their base salary in accordance with the 2006 Appropriations Act of the Florida Legislature.

(d) Effective October 1, 2006 the Board will provide all eligible bargaining unit members a wage increase of 1% to their base salary.

(e) Effective immediately upon ratification of the collective bargaining agreement the Board will provide a non-recurring bonus equal to .5% of the base salary to eligible bargaining unit members.

23.2 Eligibility for Annual Salary Increases. Faculty pay plan employees whose most recent annual evaluation is at least satisfactory and who are in pay status on May 1, 2006, or before, are eligible for the increases described in Section 23.1 and 23.3 except that employees who have been issued a notice of non-reappointment pursuant to Section 12.2 are not eligible for such increases. "Satisfactory" with respect to annual evaluations is when a majority of the employee's assigned duties are evaluated as "satisfactory."

23.3 Wage Increases Upon Promotion. Promotion increases shall be granted to employees pursuant to Article 14. These increases shall be granted in an amount equal to 9.0% of the employee's previous year's base salary rate in recognition of promotion to one of the ranks described below:

To Assistant Professor, Associate in \_\_\_\_\_, and Assistant University Librarian;

To Associate Professor, Research Associate, Associate Curator, Associate Scholar/Scientist, Associate Engineer, and Associate University Librarian; and

To Professor, Curator, Scholar/Scientist, Engineer, and University Librarian.

23.4 Administrative Discretionary Increases. Nothing contained herein shall prevent the Board from providing salary increases beyond the increases specified above. These increases are provided for market equity considerations, including verified counteroffers and compression/inversion; increased duties and responsibilities; special achievements; litigation/settlements; and similar special situations. A copy of procedures used for distributing increases under this section will be provided to the local UFF chapter, which shall have an opportunity to discuss the procedures in consultation with the president or representative, prior to their implementation.

23.5 Grievability. The only issues to be addressed in a grievance filed pursuant to Article 20 alleging violation of this Article are whether there is unlawful discrimination under Article 6, or whether there is an arbitrary and capricious application of the provisions of one or more Sections of this Article.

23.6. Departmental General Merit or Market Equity Salary Increases. Additional salary increases shall be subject to further negotiations. The parties shall meet and negotiate this section in such a manner that will allow for the timely adjustment of any wage change in fiscal year 2006-2007.

23.7 Type of Payment for Assigned Duties. Duties and responsibilities assigned by the university to an employee which do not exceed the available established FTE for the position shall be compensated through the payment of Salary, not OPS.

(a) Duties and responsibilities assigned by the university to an employee which are in addition to the available established FTE for the position shall be compensated through OPS, not Salary.

23.8 Contract and Grant Funded Increases.

(a) Employees on contracts or grants shall receive salary increases equivalent to similar employees on regular funding, provided that such salary increases are permitted by the terms of the contract or grant and adequate funds are available for this purpose in the contract or grant. In the event such salary increases are not permitted by the terms of the contract or grant, or in the event adequate funds are not provided, the president or representative shall seek to have the contract modified to permit such increases.

(b) Nothing contained herein shall prevent employees whose salaries are funded by grant agencies from being allotted raises higher than those provided in this contract.



## **ARTICLE 24 BENEFITS**

24.1 Benefits Improvements. The Board and UFF support legislation to provide adequate and affordable health insurance to all employees.

24.2 Part-Time Employees. Part-time employees, except those in positions funded from Other Personal Services funds, are entitled to employer-funded benefits under the provisions of State law and the rules of the Department of Management Services and the division of Retirement. Part-time employees should contact the personnel office at the University to determine the nature and extent of the benefits for which they are eligible.

24.3 Retirement Credit. Retirement credit for employees who are authorized to take uncompensated or partially compensated leaves of absence shall be granted in accordance with State law and the rules of the Division of Retirement as they may exist at the time leave is granted. The current Florida Retirement System rules also require that to receive fully retirement credit, the employee on uncompensated or partially compensated leave must make payment of the retirement contribution that would otherwise be made by the University, plus interest, if applicable. Employees who are to take such a leave of absence should contact the personnel office at University for complete information prior to taking the leave.

24.4 Benefits for Retired Employees.

(a) Employees retired from the University shall be eligible, upon request, and on the same basis as other employees, subject to the University policies, to receive the following benefits at the University.

- (1) Retired employee identification card;
- (2) Use of the University library (i.e., public rooms, lending and research service);
- (3) Listing in the University directory;
- (4) Placement on designated University mailing lists;
- (5) A University parking decal;
- (6) Use of University recreational facilities (retired employees may be charged fees different from those charged to other employees for the use of such facilities);
- (7) The right to enroll in courses without payment of fees, on a space available basis, in accordance with the provisions of Section 240.235(3), Florida Statutes;
- (8) A mailbox in the department/unit from which the employee retired, subject to space availability; and
- (9) University e-mail address.

(b) In accordance with University policy, and on a space available basis, the University is encouraged to grant a retired employee's request for office or laboratory space.

(c) With the exception of retirees who participated in the SUS Optional Retirement Program and for whom provisions have been made, as stipulated in Section 24.5(a)(5) of this Agreement, retired employees of any State-administered retirement system are entitled to health insurance subsidy payments in accordance with Section 112.363, Florida Statutes.

24.5 Optional Retirement Program.

(a) An optional Retirement Program is provided for employees who are employed for no less than one academic year including the following provisions:

- (1) Faculty and A&P employees who are in the collective bargaining unit and otherwise eligible for membership in the Florida Retirement System;
- (2) Any employee whose Optional Retirement Program eligibility results from initial employment will be enrolled as a member of the Optional Retirement Program. If the employee does not execute an annuity contract with an Optional Retirement Program approved provider and notify the Division of Retirement in writing within 90 days, the employee will be enrolled as a member of the Florida Retirement System;

(3) No accrued service creditor vested retirement benefits will be lost if an employee participates in the Optional Retirement Program;

(4) Benefits under the Optional Retirement Program shall be fully and immediately vested in the participating employees;

(5) The employer shall contribute to the Optional Retirement Program, on behalf of each employee participating in the program, an amount equal to the normal cost portion of the employer's contribution to the Florida Retirement System, as well as an amount equal to the employer's contribution to the Retiree Health Insurance Subsidy program on behalf of non-Optional Retirement participants (see Section 112.363(8), Florida Statutes), less a reasonable and necessary amount, as determined by the Legislature, which shall be provided to the Division of Retirement for administering the program; and

(6) A participating employee may contribute to the Optional Retirement Program, by salary reduction or deduction, a percentage amount of the employee's gross compensation not to exceed the percentage amount contributed by the employer to the Optional Retirement Program, but in no case may such contribution exceed federation limitations.

(b) The parties agree to inform eligible employees regarding the existence and impact of the Optional Retirement Program upon their retirement benefits.

(c) If the UFF is concerned with the performance of any aspect of the Optional Retirement Program, whether administered by the Board or another State agency, the UFF has a right to consult with the Board regarding such concern. As a result of such consultation, the parties may agree to an approach to address the concern if it lies outside the Board's statutory authority.

#### 24.6 Phased Retirement Program.

##### (a) Eligibility.

(1) Employees who have accrued at least six (6) years of creditable service in the Florida or Teachers Retirement System (FRS, TRS) or Optional Retirement Program (ORP), except those employees referenced in 24.6(a)(2), are eligible to participate in the Phased Retirement Program. Such eligibility shall expire on the employee's 63<sup>rd</sup> birthday. Employees who decide to participate must provide written notice to the university of such decision prior to the expiration of their eligibility, or thereafter forfeit such eligibility. Employees who choose to participate must retire with an effective date not later than one hundred eighty (180) days, nor less than ninety (90) days, after they submit such written notice, except that when the end of this 180 day period falls within a semester, the period may be extended to no later than the beginning of the subsequent terms (semester or summer, as appropriate).

(2) Employees not eligible to participate in the Phased Retirement Program include those who have received notice of non-reappointment, layoff, or termination, and those who participate in the State's Deferred Retirement Option Program (DROP).

##### (b) Program Provisions.

(1) All participants must retire and thereby relinquish all rights to tenure/permanent status as described in Article 15, except as stated otherwise in this Article. Participants' retirement benefits shall be determined as provided under Florida Statutes and the rules of the Division of Retirement.

(2) Payment for Unused Leave. Participants shall, upon retirement, receive payment for any unused annual leave and sick leave to which they are entitled.

##### (3) Re-employment.

a. Prior to re-employment, participants in the Phased Retirement Program must remain off the State payroll for one (1) calendar month following the effective date of retirement in order to validate their retirement, as required by the Florida Division of Retirement. Participants must comply with the re-employment limitations that apply to the second through twelfth month of retirement, pursuant to the provisions of either the Florida Retirement System (which includes ORP) or the Teachers Retirement System, as appropriate.

b. Participants shall be offered re-employment, in writing, by the university under an Other Personal Services (OPS) contract (NOTE: exceptions to this provision are described in

Section 24.6(b)(13)) for one-half of the academic year, however, the University and employee may agree to less than one-half of the academic year, however, the University and employee may agree to less than one-half of the academic year. The written re-employment offer shall contain the text of Section 24.6(b)(3)(d) below.

c. Compensation during the period of re-employment shall be at a salary proportional to the participant's salary prior to retirement, including an amount comparable to the pre-retirement employer contribution for health and life insurance and an allowance for any taxes associated with this amount. The assignment shall be scheduled within one (1) semester unless the participant and the University agree otherwise, beginning with the academic year next following the date of retirement and subject to the condition outlined in (3)a.

d. Participants shall notify the University in writing regarding acceptance or rejection of an offer of re-employment not later than thirty (30) days after the employee's receipt of the written re-employment offer. Failure to notify the University regarding re-employment may result in the employee's forfeiting re-employment for that academic year.

(4) Leave for Illness/Injury.

a. Each participant shall be credited with five (5) days of leave with pay at the beginning of each full-time semester appointment. For less than full-time appointments, the leave shall be credited on a pro-rata basis with the assigned FTE. This leave is to be used in increments of not less than four (4) hours (1/2 day) when the participant is unable to perform assigned duties as a result of illness or injury of the participant or a member of the participant's immediate family. For the purposes of this Section, immediate family shall include the participant's spouse, mother, father, brother, sister, natural, adopted, or step child, or other relative living in the participant's household.

b. Such leave may be accumulated; however, upon termination of the postretirement re-employment period, the participant shall not be reimbursed for unused leave.

(5) Personal Non-Medical Leave.

a. Each participant who was on a twelve (12) month appointment upon entering the Phased Retirement program and whose assignment during the period of re-employment is the same as that during the twelve (12) month appointment shall be credited with five (5) days of leave with pay at the beginning of each full-time semester appointment. This leave is to be used in increments of not less than four (4) hours (1/2 day) for personal reasons unrelated to illness or injury. Except in the case of emergency, the employee shall provide at least two (2) days notice of the intended leave. Approval of the dates on which the employee wishes to take such leave shall be at the discretion of the supervisor and shall be subject to the consideration of departmental and organizational scheduling.

b. Such leave shall not be accumulated, nor shall the participant be reimbursed for unused leave upon termination of the post-retirement period.

(6) Re-employment Period.

a. The period of re-employment obligation shall extend over five (5) consecutive academic years, beginning with the academic year next following the date of retirement. No further notice of cessation of employment is required.

b. The period of re-employment obligation shall not be shortened by the University, except under the provisions of Article 16 of the Agreement. During the period of re-employment, participants are to be treated, based on status at point of retirement, as tenured/permanent status employees or non-tenure-earning/non-permanent status employees with five (5) or more years of continuous service, as appropriate, for purposes of Section 13.2(a) and (b) of the Agreement.

(7) Declining Re-employment. A participant may decline an offer of re-employment during any academic year. Such a decision shall not extend the period of re-employment beyond the period described in Section 24.6(5)b. At the conclusion of the re-employment period, the university may, at its option, continue to re-employ participants in this program on a year-to-year basis.

(8) Salary Increases. Participants shall receive all increases guaranteed to employees in established positions, in an amount proportional to their part-time appointment, and shall be eligible for non-guaranteed salary increases on the same basis as other employees.

(9) Preservation of Rights. Participants shall retain all rights, privileges, and benefits of employment, as provided in laws, rules the BOT-UFF Agreement, and University policies, subject to the conditions contained in this Article.

(10) Payroll Deductions. The UFF payroll deductions, as specified in Article 26, if applicable, shall be continued for a program participant during each re-employment period.

(11) Contracts and Grants. Nothing shall prevent the employer or the participant, consistent with law and rule, from supplementing the participant's employment with contracts or grants.

(12) The decision to participate in the Phased Retirement Program is irrevocable after the required approval document has been executed by all parties.

(13) OPS Exception. The provisions of re-employment on an OPS contract are in effect only for new PRP participants whose initial re-employment occurs during the 1993-93 academic year or thereafter.

(c) PRP Information Document. The parties agree to jointly develop written information describing the current provisions of the Phased Retirement Program in the Agreement. The Board shall distribute this written information to the University personnel department and the UFF Chapter, upon request.

24.7 Free University Courses for Employees. 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) without payment of tuition and fees at the University on a space available basis.

24.8 Employee Assistance Programs. The Board encourages the University to expand its existing Employee Assistance Program (EAP) to include assessment, referral, follow-up consultation, short-term counseling, and other services for employees with personal, family, job stress, or substance abuse problems. Any policies created or revised by the University in the development or operation of its EAP shall be discussed in consultation with the local UFF Chapter.

24.9 Pre-tax Benefits Program. The Board shall continue to provide a pre-tax benefits program for salaried employees at the University which includes the opportunity to; (1) pay for their State insurance premiums on a pre-tax basis and, (2) utilize flexible spending accounts for medical and dependent care expenses.

**ARTICLE 25**  
**UFF INSURANCE DEDUCTION**

25.1 Payroll Deduction.

(a) The Board agrees to provide one payroll deduction per employee per pay period for the UFF voluntary economic services programs.

(b) The Board shall make deductions twice monthly and without unauthorized interruption, beginning with the first full-pay period commencing not earlier than (7) days following receipt of authorization.

(c) All such programs and deductions shall meet the requirements of State law as well as Board rules and regulations in effect when this agreement is signed.

(d) The Board shall not alter rules, regulations, or policies affecting such programs and deductions without agreement between the Board and the UFF.

25.2 Reports.

(a) The UFF shall provide the Board with a written report by July 31 of each year regarding any program requiring payroll deduction.

(b) This report shall include the following information:

(1) name of the common remitter company;

(2) a list of the provider companies that are to receive remittances;

(3) the appropriate contact people for the common remitter and associated provider companies; and

(4) addresses and phone numbers.

**ARTICLE 26  
PAYROLL DEDUCTION**

26.1 Deductions.

(a) The Board shall deduct, twice monthly and without unauthorized interruption, the following from the pay of those employees in the bargaining unit who individually and voluntarily make such request on a written authorization form as contained in Appendix "B" of this Agreement:

- (1) UFF membership dues in an amount established by the UFF and certified in writing by the UFF State President to the Board; and
- (2) other UFF deductions in an amount authorized by the employee.

26.2 Timing of Deductions.

(a) The Board shall make deductions twice monthly and without unauthorized interruption, beginning with the first full-pay period commencing not earlier than seven (7) days following receipt of authorization.

(b) The UFF shall give written notice to the Board of any changes in its dues at least forty-five (45) days prior to the effective date of any such changes.

26.3 Remittance.

(a) The Board shall remit dues and other authorized deductions to the UFF State Office on a biweekly basis within thirty (30) days following the end of the pay period.

(b) Accompanying each remittance shall be a list containing the following information:

- (1) Names and department of the employees from whose salaries the Board has made such deductions;
- (2) Bi-weekly salary of each employee and
- (3) Amounts deducted.

(c) The Board shall provide this list in machine-readable form and provide the UFF with a copy on diskette.

26.4 Termination of Deduction.

(a) The Board's responsibility for deducting dues and other authorized deductions from an employee's salary shall terminate automatically upon either:

- (1) thirty (30) days written notice from the employee to the Board, the University personnel office, and to the UFF revoking that employee's prior deduction authorization, or
- (2) the transfer of the authorizing employee out of the bargaining unit.

(b) Consistent with the provisions of Section 8.7, the University shall notify the local UFF Chapter when it proposes to reclassify an employee to a classification that is not contained in the General Faculty bargaining unit.

26.4 Reinstatement of Deduction. The University shall reinstate dues deduction for employees who have previously filed authorization for dues deduction and are subsequently placed in leave without pay status, or who participate in the Phased Retirement Program, upon commencement of full-or part-time employment at the University.

26.5 Indemnification.

The UFF assumes responsibility for (1) all claims against the Board, including the cost of defending such actions, arising from the Board's compliance with this Article, and for (2) all monies deducted under this Article and remitted to the UFF. The UFF shall promptly refund the Board excess monies received under this Article.

26.6 Exceptions.

The Board will not deduct any UFF fines, penalties, or special assessments from the pay of any employee, nor is the Board obligated to provide more than one payroll deduction field for the purpose of making the deductions described in this Article.

26.7 Termination of Agreement.

The Board's responsibilities under this Article shall terminate automatically upon (1) decertification of the UFF or the suspension or revocation of its certification by the Florida Public Employees Relations Commission, or (2) revocation of the UFF's deduction privilege by the Florida Public Employees Relations Commission.

**ARTICLE 27**  
**MAINTENANCE OF BENEFITS**

27.1 No Coercion. No employee shall be required to waive the benefits provided by the terms of this Agreement.

27.2 No Loss of Rights or Benefits. No employee shall, as a result of the establishment of a level of rights or benefits in this Agreement, suffer a loss or diminution of any such rights or benefits for which otherwise eligible.



**ARTICLE 28  
MISCELLANEOUS PROVISIONS**

28.1 No Strike or Lockout. The Board agrees that there will be no lockout at the university during the terms of this Agreement. The UFF agrees that there will be no strike by it or by any employees during the terms of this Agreement.

28.2 Effect of Passage of Law. Any provision of this Agreement which is contrary to law, but becomes legal during the terms of this Agreement, shall be reinstated consistent with such legislation.

28.3 Legislative Action. The Board and the UFF agree that neither will attempt to influence or support changes in existing statutes or legislation which would change the terms of this Agreement.

28.4 Venue. For purposes of venue in any judicial review of an arbitrator's decision, the parties elect to submit themselves to the jurisdiction of the courts in Leon County, Florida. In an action commenced in Leon County, neither the Board nor the UFF will move for a change of venue based upon the defendant's residence in fact if other than Leon County.

28.5 Copies of the Agreement. The Board agrees to provide the UFF with a maximum of 1,000 copies of the ratified Agreement for distribution to employees, and to provide a copy of each new employee upon hiring. The cost for printing additional copies of these documents shall be borne equally by the parties. If the employee does not receive a copy of the Agreement from the university as part of the hiring process, the employee may obtain one from the local UFF Chapter. The UFF agrees to distribute copies of the Agreement to current employees in the unit when the Agreement is ratified. In addition, the Board shall provide a machine-readable copy of the ratified Agreement and all Supplements to the UFF.

28.6 Class Titles.

(a) Whenever the Board creates a new class, it shall designate such class as being either within or outside the bargaining unit and shall notify the UFF. Further, if the Board revises the specifications of an existing class so that its bargaining unit designation is changed, it shall notify the UFF of such new designation. Within ten (10) days following such notification, the UFF may request a meeting with the President for the purpose of discussing the designation. If, following such discussion, the UFF disagrees with the designation, it may request the Florida Public Employees Relations Commission to resolve the dispute through unit clarification proceedings.

(b) An employee may request a review of the appropriateness of the employee's classification by the appropriate university office. In case of disagreement with the results of the review, the manner shall be discussed in accordance with Article 2, Consultation, but shall not be subject to Article 20, Grievance Procedure.

28.7 Salary Rate Calculation and Payment. The biweekly salary of employees serving on twelve (12) month (calendar year) appointments shall be calculated by dividing the calendar year salary rate by 26.1 pay periods.

28.8 Titles and Headings. The titles of articles and headings which precede text are inserted solely for convenience of reference and shall not be deemed to limit or affect the meaning, construction, or effect of any provision of this Agreement.

**ARTICLE 29  
SEVERABILITY**

In the event that any provision of this Agreement (a) is found to be invalid or unenforceable by final decision of a tribunal of competent jurisdiction, or (b) is rendered invalid by reason of subsequently enacted legislation, or (c) shall have the effect of a loss to the State of Florida or to the University of funds, property, or services made available through federal law, or (d) pursuant to Section 447.309(3), Florida Statutes, can take effect only upon the amendment of a law, rule, or regulation and the governmental body having such amendatory powers fails to take appropriate legislative action, then that provision shall be of no force or effect, but the remainder of the Agreement shall continue in full force and effect. If a provision of this Agreement fails for reasons (a), (b), or (c) above, the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

**ARTICLE 30  
AMENDMENT AND DURATION**

30.1 Effective Date.

(a) The Agreement shall become effective upon ratification by both the Board and the UFF and shall remain in effect through June 30, 2009.

(b) Renegotiations for the agreement term June 30, 2007 through June 30, 2008 shall include Articles 23 and 24 and up to three additional articles to be chosen by each party.

(c) Renegotiations for the agreement term June 30, 2008 through June 30, 2009 shall include Articles 23 and 24 and up to three additional article to be chosen by each party.

(d) Renegotiations for a successor agreement shall begin no later than October 1, 2008.

(e) The parties may agree to include other subjects in their negotiations.

30.2 Amendments. In the event the Board and the UFF negotiate a mutually acceptable amendment to this Agreement, such amendment shall be put in writing and become part of this Agreement upon ratification by both parties.

**ARTICLE 31**  
**TOTALITY OF AGREEMENT**

31.1 Limitation. The parties acknowledge that during the negotiations which resulted in the Agreement, the Board and the UFF had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at thereby are set forth in this Agreement, and that it shall constitute the entire and sole Agreement between the parties for its duration.

31.2 No Obligation to Bargain. The Board and the UFF, during the terms of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargaining collectively with respect to any subject or matter, whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

31.3 Modifications. Nothing herein shall, however, preclude the parties from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement in writing.

## **ARTICLE 32 DEFINITIONS**

As used in this Agreement, the term:

- "academic year" means a period consisting of a fall and spring semester of approximately 39 contiguous weeks, or approximately 42 weeks for the SUS Developmental Research Schools.
- "bargaining unit" means those employees, collectively, represented for collective bargaining purposes by the UFF pursuant to the certification of the Florida Public Employees Relations Commission
- "Board" means the Board of Trustees of Florida Agricultural & Mechanical University.
- "break in service" means those absences following which the employee is treated as a new employee for purposes of computing seniority and years of service.
- "college/unit" means a college or a comparable administrative unit generally equivalent in size and character to a college.
- "continuous service" means employment uninterrupted by a break in service. For academic year employees (9 or 10 month employees), one year of continuous service is equivalent to the nine (9) or ten (10) month employment period.
- "days" means calendar days.
- "department/unit" means a department or a comparable administrative unit generally equivalent in size and character to a department.
- "employee" means a member of the bargaining unit.
- "equitable" means fair and reasonable under the circumstances.
- "months" means calendar months.
- "number": The singular includes the plural.
- "principal place of employment" means the campus location or other university site specified on the employee's standard employment contract.
- "semester" means one of the two approximately 19.5 week periods which together constitute the academic year.

- "supervisor" means an individual identified by the President or representative as having immediate administrative authority over bargaining unit employees.
- "SUS" or "State University System" means the system of institutions and agencies within the jurisdiction of the Board of Governors.
- "UFF" means United Faculty of Florida.
- "university" means Florida Agricultural & Mechanical University acting through the President or her staff.
- • "year" means a period of twelve (12) consecutive months.

## APPENDIX A

CLASS CODE	CLASS TITLE
9001	Professor
9002	Associate Professor
9003	Assistant Professor
9004	Instructor
9005	Lecturer
9006	Graduate Research Professor
9007	Distinguished Service Professor
9009	Eminent Scholar
9053	University Librarian
9054	Associate University Librarian
9055	Assistant University Librarian
9056	Instructor Librarian
9115	Coordinator
9120	Associate in _____
9121	Assistant in _____
9126	Program Director
9150	Curator
9151	Associate Curator
9152	Assistant Curator
9153	Staff Physicist
9160	Scholar/Scientist/Engineer
9161	Associate Scholar/Scientist/Engineer
9162	Assistant Scholar/Scientist/Engineer
9166	Research Associate
9173	Counselor/Advisor
9178	Instructional Specialist
9334	Specialist, Computer Research
9394	Coordinator, Cooperative Education
9419	Coordinator, Research Information
9433	Specialist, Music

9434	Psychologist
9435	Resident Advisor to Students
9460	Psychiatrist
9462	Physician
9464	Physician's Assistant
9490	Dentist
9495	Specialist, Student Counseling



**APPENDIX B  
UNITED FACULTY OF FLORIDA  
DUES AUTHORIZATION FORM**

I authorize the university to deduct from my pay, starting with the first full pay period commencing not earlier than seven days from the date this authorization is received by the University, membership dues and other authorized deductions of the United Faculty of Florida (UFF) as established from time to time by UFF in accordance with its Constitution, and as certified to the Board by UFF. Furthermore, I understand that such dues will be paid to UFF.

This authorization shall continue until either (1) revoked by me at any time upon thirty days written notice to the University personnel office; (2) my promotion out of a UFF represented bargaining unit; (3) termination of employment; or (4) revoked pursuant to Section 447.507, F.S.

By signing this form, I authorize the University to release my Social Security number to UFF in reporting dues deductions.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Department or Work Location

\_\_\_\_\_  
Job Classification

\_\_\_\_\_  
Home Address - Street

\_\_\_\_\_  
Home Phone

\_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
Ded. Code County Class Local  
For UFF Use Only

**APPENDIX C  
GRIEVANCE FORM**

GRIEVANT

NAME: \_\_\_\_\_

UNIVERSITY: \_\_\_\_\_

DEPT/DIV: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_

UFF EMPLOYEE REPRESENTATIVE

NAME: \_\_\_\_\_

UNIVERSITY: \_\_\_\_\_

DEPT/ DIV: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_

OFFICE ADDRESS: \_\_\_\_\_

All university communications shall go to the UFF Employee Representative at the above address.

STATEMENT OF GRIEVANCE -- must cite the specific Articles and Sections of the Agreement allegedly violated and the specific acts or omissions giving rise to the allegations:

REMEDY SOUGHT:

III. AUTHORIZATION

I will be represented in this grievance by: (check one - representative must sign on appropriate line):

\_\_\_ UFF \_\_\_\_\_

\_\_\_ Myself \_\_\_\_\_

\_\_\_ Other \_\_\_\_\_

**APPENDIX C**  
(Continued)

I have read and understand Section 20.8 of the current Agreement between the Board of Trustees and UFF.

\_\_\_\_\_  
Signature of Grievant(s)

\_\_\_\_\_  
Date

(The grievance will not be processed unless signed by the grievant.)

The Step 1 decision shall be transmitted to grievant's UFF Employee Representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested. A copy of this decision shall be sent to grievant and the local UFF Chapter if grievant elected not to be represented by UFF.

**APPENDIX D  
REQUEST FOR REVIEW OF STEP 1 DECISION**

GRIEVANT

NAME: \_\_\_\_\_

UNIVERSITY: \_\_\_\_\_

DEPT/DIV: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_

UFF STAFF

REPRESENTATIVE NAME: \_\_\_\_\_

UNIVERSITY: \_\_\_\_\_

DEPT/ DIV: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_

OFFICE ADDRESS: \_\_\_\_\_

All university communications should go to the grievant's UFF Staff Representative at the above address.

DATE OF STEP 1 DECISION: \_\_\_\_\_

DATE STEP 1 DECISION WAS RECEIVED BY GRIEVANT'S UFF EMPLOYEE REPRESENTATIVE:

\_\_\_\_\_

Provisions of Agreement allegedly violated as specified at Step 1:



**APPENDIX E  
NOTICE OF ARBITRATION**

The United Faculty of Florida (UFF) or Grievant (if not represented by UFF) hereby gives notice of intent to proceed to arbitration in connection with the decision of the Step 2 Management Representative dated \_\_\_\_\_ and received by the President of UFF/Grievant on \_\_\_\_\_ in this grievance of:

NAME: \_\_\_\_\_

FAMU FILE NO: \_\_\_\_\_

The following statement of issue(s) before the Arbitrator is proposed:

\_\_\_\_\_  
Signature of UFF Representative or Grievant(s)

\_\_\_\_\_  
Date

I hereby authorize UFF to proceed to arbitration with my grievance. I also authorize UFF and the Board of Trustees or its representatives to use, during the arbitration proceedings, copies of any materials in my evaluation file pertinent to this grievance and to furnish copies of the same to the arbitrator.

\_\_\_\_\_  
Signature of Grievant(s) (if represented by UFF)

\_\_\_\_\_  
Date

(This request for arbitration will not be processed unless signed by grievant.)

This notice should be sent to:

**UNITED FACULTY OF FLORIDA**

**RATIFICATION CERTIFICATE NUMBER 1412**

This is to certify that this agreement was ratified by the members of the above collective bargaining unit on the \_\_\_\_\_th day of \_\_\_\_\_ 2007.

UNITED FACULTY OF FLORIDA

\_\_\_\_\_  
Llona Geiger

\_\_\_\_\_  
Union Witness

\_\_\_\_\_  
Union Witness

This is to certify that this agreement was ratified by the Florida Agricultural and Mechanical University Board of Trustees on the \_\_\_\_\_th day of \_\_\_\_\_ 2007.

FLORIDA A & M UNIVERSITY

\_\_\_\_\_  
Elizabeth McBride, General Counsel

\_\_\_\_\_  
Michael Mattimore