

1 **Collective Bargaining Agreement**

2 between the

3 **University of Florida Board of Trustees**

4 and the

5 **United Faculty of Florida**

6 FEA, NEA, AFT, AFL-CIO

7
8 **2021-2024**

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ARTICLE 1
TITLES AND HEADINGS

The titles of articles and headings that 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.

59 **ARTICLE 2**
60 **RECOGNITION**

61
62 2.1 Bargaining Unit. The University of Florida Board of Trustees (hereinafter Trustees)
63 recognizes the United Faculty of Florida (hereinafter UFF) as the exclusive representative for
64 the purpose of collective bargaining with respect to wages, hours, and other terms and
65 conditions of employment for all faculty members in the bargaining unit as defined in
66 Commission Order No. 05E-195, Certification No. 1558, issued by the Florida Public Employees
67 Relations Commission on September 9, 2005 or as subsequently modified by Commission
68 Order. APPENDIX A, POSITION CLASSIFICATIONS IN THE BARGAINING UNIT lists the titles
69 included in the bargaining unit.

70
71 2.2 Job Classification.

72 (a) New or revised position classifications with job duties that include a substantial
73 teaching or research component that traditionally have come under the purview of an
74 administrative unit within the bargaining unit or otherwise significantly overlap duties of
75 positions within the bargaining unit shall be treated as within the bargaining unit, pending a
76 final determination to the contrary by the Public Employees Relations Commission. New or
77 revised faculty position classifications with job duties that do not include a substantial teaching
78 or research component that traditionally have not come within the purview of an
79 administrative unit within the bargaining unit or otherwise do not significantly overlap duties of
80 positions within the bargaining unit shall not be regarded as within the bargaining unit, pending
81 a final determination to the contrary by the Public Employees Relations Commission.

82
83 (b) The University may create new position classifications with job duties that
84 include a substantial teaching or research component or otherwise significantly overlap duties
85 of positions within the bargaining unit only after discussions with UFF regarding the nature and
86 necessity of the new position classifications and whether they will be designated within or
87 outside the bargaining unit, unless UFF notifies the University in writing that it does not object
88 to the new classification or designation. If UFF does not request such discussions within thirty

89 (30) days after notification of the proposed new position classification, the University
90 may proceed to implement it.

91
92 (c) If the University wishes to revise the specifications of an existing class so that
93 the bargaining unit designation needs to be changed, it may do so only after negotiations with
94 UFF regarding such new designation, unless UFF notifies the University in writing that it does
95 not object to the new designation.

96
97 (d) If an agreement cannot be reached after discussions or negotiations referenced
98 in 2.2(b) and 2.2(c), above, the University and UFF shall request that the Public Employees
99 Relations Commission resolve the dispute through unit clarification proceedings.

100
101 (e) Disputes Over Classifications or Bargaining Unit Status of Individuals.

102 (1) Upon request by a faculty member or UFF, the Provost or designee shall

103 review the faculty member's classification and bargaining unit status and send a written
104 explanation of the faculty member's classification and bargaining unit status to both the faculty
105 member and UFF.

106 (2) If UFF disagrees with the results it shall inform the Provost or designee
107 of its opinion in writing and have ninety (90) days from receipt of the Provost's explanation to
108 request that the Public Employees Relations Commission resolve the dispute through unit
109 clarification proceedings.

110 (3) Until the Public Employees Relations Commission makes a final
111 determination, the presumptions regarding new or revised position classifications or bargaining
112 unit status specified in Section 2.2(a), above, shall apply.

113

114 2.3 Reclassification of Faculty Members to a Non-Unit Classification.

115 (a) When the University proposes to reclassify a faculty member to a classification
116 that is not in the bargaining unit, it shall notify the faculty member and UFF ninety
117 (90) days in advance.

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119 (b) The faculty member may request a review under the provisions of Section 2.2.

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121 (c) UFF may discuss such action pursuant to ARTICLE 6, CONSULTATION.

122

123 (d) If UFF believes the classification represents an error that may potentially affect
124 the broader composition of the bargaining unit, the UFF may request that the Public Employees
125 Relations Commission resolve the dispute through unit clarification proceedings.

126

127 (e) No faculty member shall be reclassified to a classification that is not contained
128 in the faculty bargaining unit for the purpose of denying the faculty member rights or
129 protections under this Agreement. A faculty member may pursue a timely grievance over any
130 contract violation alleged to have occurred prior to the reclassification becoming effective. A
131 grievance filed under this section will entitle the grievant to the remedies otherwise available to
132 a unit employee under this contract.

133

134 2.4 Board of Trustees Meetings.

135 (a) The University shall bargain with UFF prior to altering wages, hours, or any
136 other term or condition of employment of bargaining unit faculty. If an item on a public
137 meeting agenda of the Trustees (or of any subcommittee of the Trustees) directly impacts
138 wages, hours, or any other term or condition of employment of bargaining unit faculty, the
139 University shall notify UFF, and UFF shall be afforded the opportunity to consult, upon timely
140 request, with the Trustees' designee(s) about the item. In addition, upon timely request from
141 UFF, UFF shall be afforded an opportunity to address the item at the Trustees meeting with the
142 time and place on the agenda to be determined by the Trustees.

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144 (b) Minutes of public Trustees or public committee meetings are available to UFF
145 via trustees.ufl.edu at the time they are made available to the Trustees involved.

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ARTICLE 3
MANAGEMENT RIGHTS

3.1 Policy. The parties agree that the University shall have the rights, powers, and authority vested in it by the Florida Constitution, the Board of Governors, Florida statutes and case law, including the right to plan, manage, administer, and control the University of Florida in carrying out the ordinary and customary functions of management.

3.2 Limitations.

(a) All such rights, powers, and authority are subject to those limitations imposed by this Agreement or applicable law.

(b) The management rights referenced in Section 3.1, above, do not constitute a waiver of, nor shall in any way be deemed to waive, any rights UFF possesses under law to bargain over subsequent changes with respect to wages or other terms and conditions of employment of bargaining unit faculty.

3.3 Other Rights Recognized. Nothing in this Article shall limit or waive the right of UFF or any faculty member to seek to remedy violations of the Public Employees Relations Act, or to initiate federal or state court actions for violations of federal or state laws.

166 **ARTICLE 4**
167 **UFF RIGHTS**

169 4.1 Use of Facilities and Services. UFF shall be provided with the same campus office it
170 currently uses or a campus office with equivalent meeting and storage space. The office shall be
171 provided with secure locks and standard office equipment, including standard campus
172 software, a telephone for local access calling (no long distance service provided), access to the
173 internet, a desk, and a conference table with an appropriate number of chairs.

174
175 4.2 Communications.

176 (a) UFF shall have the right to post bulletins or other materials relevant to its
177 position as the collective bargaining agent on a reasonable number of existing bulletin boards.
178 All such postings shall bear the date of the posting and may be removed after having been
179 posted for thirty (30) days.

180
181 (b) The University shall maintain links to the local UFF Chapter on the University
182 web site.

183
184 (c) UFF shall have the right to use without cost the University's campus mail and e-
185 mail systems (including use of the standard delivery mode to send messages to all faculty) in
186 order to communicate with the faculty. The mails may not be used for election campaigns for
187 public office, except that UFF may announce endorsements made by UFF or its affiliates.
188 Faculty members who are e-mail recipients of UFF listserv(s) shall have the right to be removed
189 from the listserv(s) upon written request.

190
191 4.3 Released Time.

192 (a) The University shall provide eighteen (18) units of released time to full-time
193 faculty members designated by UFF for the purpose of carrying out UFF's obligations in
194 representing employees, bargaining, and administering this Agreement. This allocation is for
195 the life of this agreement. Unused units will not accrue beyond this contract. No more than
196 three (3) of these units may be used in Summer.

197 (1) Each unit of released time shall consist of a reduction in teaching load of
198 one (1) course per Fall or Spring semester for faculty with instructional duties or, for faculty
199 without instructional duties, a reduction in workload of ten (10) hours per week. Faculty on 9-
200 month contracts who receive release units in the summer shall be paid 12.5% of regular annual
201 salary per unit.

202 (2) Each unit of released time for P. K. Yonge Developmental Research
203 School faculty members shall consist of a reduction in teaching load of one (1) class per day
204 during a semester for secondary school teachers, or its equivalent for other teachers. One DRS
205 faculty member may be designated by UFF as a member of the bargaining team and be
206 released from assigned duties for up to twelve (12) days. These days are to be used in
207 increments of one (1) whole day.

208 (3) A faculty member may receive more than one (1) unit of released time
209 per semester.

210 (4) Where the schedule of classes will allow, the University shall, whenever
211 practicable, arrange for Tuesday-Thursday teaching schedules for faculty members who are
212 bargaining.

213
214 (b) Released time during the academic year is subject to the following conditions:

215 (1) In departments with ten (10) or fewer faculty members, no more than
216 one (1) faculty member may be granted released time at any one time without consent of the
217 department supervisor.

218 (2) UFF shall provide the University with a list of requested designees for
219 each semester of the academic year no later than May 1 of the preceding academic year.

220 (3) Substitutions for the Spring semester shall be made upon written
221 notification submitted by UFF no later than October 31.

222
223 (c) Faculty members who are on leave shall not be eligible to receive released
224 time.

225
226 (d) Salary Increases. Faculty members on released time shall be eligible for salary
227 increases on the same basis as other faculty members.

228
229 (e) Released time activities may require a significant commitment of time and shall
230 be acknowledged.

231
232 (f) Faculty members on released time shall not be considered representatives of
233 the University for any activities undertaken on behalf of UFF. UFF agrees to hold the University
234 harmless for any and all claims arising from such activities, including the cost of defending
235 against such claims.

236
237 4.4 Leave of Absence—Union Activity.

238 (a) At the written request of UFF, provided no later than May 1 prior to the
239 beginning of the academic year when such leave is to become effective, a full-time or part-time
240 leave of absence for the academic year shall be granted to up to three (3) faculty members
241 designated by UFF for the purpose of carrying out UFF's obligations in representing faculty and
242 administering this Agreement. For faculty members on 12-month appointments, such leave
243 shall also be granted for the entire summer term, upon written request by UFF provided no
244 later than March 15.

245
246 (b) UFF shall reimburse the University for the salary and benefits of the faculty
247 members approved for leave granted under the provisions of this Article.

248
249 (c) A faculty member on such leave shall not be evaluated for this activity, but such
250 activity shall be considered service.

251
252 (d) Salary Increases. Faculty members on leave under this paragraph shall be
253 eligible to receive salary increases on the same basis as other faculty members.

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255 (e) The University shall not be liable for the acts or omissions of any faculty
256 member granted leave under this Section, and UFF shall hold the University harmless for any
257 such acts or omissions, including the cost of defending against such claims (except for claims
258 brought by UFF alleging a violation of the Agreement or Chapter 447, Florida Statutes).

259

260 4.5 Faculty Orientations. UFF shall be afforded the opportunity to set up a table for the
261 purpose of distributing materials at the University New Faculty Orientation, and the existence
262 and location of that table shall be mentioned during the orientation presentation. Notification
263 by email of the date, time, and location of new faculty orientations shall be made to UFF no
264 later than two (2) weeks prior to the event.

ARTICLE 5
PAYROLL DEDUCTION

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5.1 Deductions. The University shall deduct bi-weekly the following from the pay of those faculty members in the bargaining unit who individually and voluntarily make such request on a written authorization form as contained in APPENDIX B to this Agreement:

(a) One after-tax deduction code for UFF membership dues and another after-tax deduction code for PAC contributions in an amount established by UFF and certified in writing by UFF state president to the University; and

(b) One pre-tax deduction code and one after-tax deduction code for UFF voluntary economic services programs. Deductions shall be made on a pre-tax or after-tax basis at UFF's designation, provided there is no legal impediment to doing so. All such programs and deductions shall meet the requirements of state and federal law as well as University rules or regulations. The parties agree that proposed changes in University rules or regulations impacting these programs and deductions shall be subject to collective bargaining negotiations before implementation.

5.2 Timing of Deductions.

(a) The University shall make deductions beginning with the first full pay period that commences at least seven (7) days following the date that UF Human Resources receives the authorization.

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

5.3 Remittance.

(a) The University shall remit dues and other authorized deductions to UFF state office on a biweekly basis within fifteen (15) days following the end of the pay period.

(b) Accompanying each remittance shall be a list in electronic form containing the following information for each faculty member from whose salary a deduction has been made:

- (1) Name of the faculty member;
- (2) Bi-weekly salary of the faculty member; and
- (3) Amounts deducted from the faculty member's salary.

5.4 Termination of Deduction.

(a) The University's responsibility for deducting dues and other authorized deductions from a faculty member's salary shall terminate upon either

(1) thirty (30) days written notice from the faculty member to both the University Human Resource Services office and UFF revoking the faculty member's prior deduction authorization, or

- (2) the termination of employment of the faculty member.

309 (b) The UF Human Resources shall provide UFF with a copy of any written
310 authorization from a faculty member terminating dues or other deductions within ten (10) days
311 of the date the authorization was received.

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313 5.5 Reinstatement of Deduction.

314 (a) The University shall reinstate dues deductions for faculty members who have
315 previously filed authorization and who have not revoked that authorization, but whose payroll
316 deductions have been discontinued for any other reason.

317

318 (b) The University shall deduct and remit to UFF dues for any period for which dues
319 deductions were not, but should have been, made.

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321 5.6 Indemnification. UFF assumes responsibility for (1) all claims against the University,
322 including the cost of defending such actions, arising from their compliance with this Article, and
323 for (2) all monies deducted under this Article and remitted to UFF. UFF shall promptly refund to
324 the University excess monies received under this Article. Nothing herein shall make the
325 University a fiduciary for any benefits offered by UFF. This subsection does not relieve the
326 University of its responsibility to comply with the provisions of this Article.

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328 5.7 Exceptions. The University will not deduct UFF fines, penalties, or special assessments
329 from the pay of any faculty member.

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331 5.8 Termination of Agreement. The University's responsibilities under this Article shall
332 terminate upon (1) decertification of UFF or the suspension or revocation of its certification by
333 the Florida Public Employees Relations Commission, or (2) revocation of UFF's deduction
334 privilege by the Florida Public Employees Relations Commission.

ARTICLE 6
CONSULTATION

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The President or designee and representative(s) may meet with UFF representatives to discuss matters pertinent to the implementation or administration of this Agreement, University Administration actions affecting terms and conditions of employment, or any other mutually agreeable matters, at either's request.

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ARTICLE 7
MAINTENANCE OF BENEFITS

7.1 The rights and benefits provided by this Agreement shall apply to any faculty member who is or shall become upon hiring a member of the bargaining unit and may not be waived by any such faculty member, except with the consent of UFF.

7.2 To the extent required by law, the rights and benefits set forth in this Agreement shall not change absent collective bargaining.

ARTICLE 8
UNIVERSITY OF FLORIDA REGULATIONS AND POLICIES

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8.1 Changes in Regulations or Policies.

(a) Established terms and conditions of employment for bargaining unit faculty shall not be changed without collective bargaining, pursuant to Chapter 447, Florida Statutes.

(b) If any regulation, policy, or resolution proposed by the University has a direct and substantial impact on wages, hours, or any other term or condition of employment, the University shall satisfy any collective bargaining obligation with respect to the change prior to implementing it, unless UFF declines in writing to bargain over the change.

8.2 Notice of Proposed Regulations. The University shall provide to UFF, via posting on the University General Counsel web site, an advance copy of any proposed regulation that could reasonably be construed to affect terms or conditions of employment contained in this Agreement.

8.3 Inconsistencies with Agreement. No existing, new or amended University regulation, policy, or resolution shall apply to bargaining unit faculty members if it conflicts with an express term of the Agreement.

ARTICLE 9
BYLAWS GOVERNING TERMS AND CONDITIONS OF EMPLOYMENT

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9.1 Policy. Faculty members of the colleges, schools, departments, centers, or other traditional academic units have the right to create bylaws or other written unit policies by which to conduct their responsibilities as they relate to policy matters that the University and UFF have agreed by the express terms of a specific section of this Agreement to delegate to the unit faculty, consistent with the provisions of this Agreement. Such written unit policies shall be subject to review and approval by appropriate administration officials and posted on the unit web sites.

(a) Faculty members shall have the right to participate in the development of and to vote on such bylaws. If the bylaws are developed by means of a committee, such committee shall be comprised of faculty members elected by the faculty of the unit.

(b) The University and UFF have agreed by the express terms of this Agreement to delegate to the faculty of appropriate units, in specific instances and within specified parameters, the development of discipline-specific clarifications of University criteria for tenure, promotion, merit salary increases, market equity salary increases, and performance evaluations.

(c) No provision of the bylaws that governs terms and conditions of employment shall be inconsistent with the provisions of this Agreement or with the mission and goals of the unit and the University.

(d) During the life of this Agreement, all units shall review bylaws and propose revisions.

9.2 Development and Approval of Bylaws.

(a) The deadlines specified in this Article apply to calendar days of the weeks in which classes or final exams are held during the Fall and Spring semesters. If a semester ends before the period specified, the clock stops and restarts on the first day of classes in the next semester (excluding summers).

(b) Faculty Proposal. Faculty members in each unit, in conjunction with the chair, shall develop and maintain bylaws. Provisions in the bylaws relating to tenure, promotion, merit salary increases, market equity salary increases, and performance evaluations must be approved in a vote by a majority of all affected faculty in the relevant unit who are eligible to vote on the matter under consideration. The vote shall take place in a publicly noticed meeting and shall be by show of hands. The totals of yes or no shall be recorded in the minutes of the meeting. The proposed bylaws shall be forwarded for approval to the dean. If the chair and the other faculty are unable to reach agreement on an issue, both the chair's proposal on that issue and the proposal approved by a majority of the faculty shall be submitted to the dean.

(c) Dean's Review. Within thirty (30) days of receiving the proposed bylaws, the

415 dean shall review them to ensure that they comply with this Agreement and with the mission
416 and goals of the University and either approve the proposed bylaws or return them to the unit
417 for revision.

418 (1) If the dean approves the proposed bylaws that a majority of the unit's
419 faculty voted to adopt or does not respond within thirty (30) days after receiving them, the
420 bylaws shall be adopted as passed.

421 (2) If the dean objects to any provision of the faculty's proposed bylaws,
422 the dean shall return the bylaws to the unit, together with his/her written objections.

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424 (d) Reconsideration, if Necessary. The faculty shall consider the dean's written
425 objections and, within thirty (30) days after receiving them, shall resubmit the bylaws to the
426 dean, incorporating all, some, or none of the objections, along with a justification for the
427 resubmitted language, which shall be written by a faculty member from the unit selected by
428 faculty members in the unit.

429 (1) If the faculty do not resubmit proposed bylaws within thirty (30) days
430 after receiving the dean's objections, the bylaws shall be adopted as modified consistent with
431 the dean's objections.

432 (2) If the dean approves the reconsidered bylaws or does not respond
433 within thirty (30) days after the dean's receipt of them, the bylaws shall be adopted as
434 resubmitted.

435 (3) If the dean does not approve the reconsidered bylaws and the proposed
436 changes impact the items specifically referenced in 9.1(b), the dean within thirty (30) days shall
437 make final revisions to the reconsidered bylaws. The revisions may change only those portions
438 of the reconsidered bylaws that are unreasonable or unworkable. The reconsidered bylaws
439 shall be adopted as modified by the dean's final revisions.

440
441 (e) Once approved, no provision of the bylaws altering a term or condition of
442 employment shall be unilaterally altered or suspended, except pursuant to Chapter 447, Part II,
443 Florida Statutes. The application or interpretation of provisions of the bylaws shall be grievable
444 under this Agreement.

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446 (f) A copy of the bylaws shall be kept on file in the unit office, as well as posted on
447 the unit's website. A copy of the bylaws shall also be provided to UFF and to the University.

ARTICLE 10
ACADEMIC FREEDOM AND RESPONSIBILITY

10.1 Policy. Academic freedom and responsibility are essential to the integrity of the University. The principles of academic freedom are integral to the conception of the University as a community of scholars engaged in the pursuit of truth and the communication of knowledge in an atmosphere of tolerance and freedom. The University serves the common good through teaching, research, scholarship/creative activities, and service. The fulfillment of these functions rests upon the preservation of the intellectual freedoms of teaching, expression, research, and debate. The University and UFF affirm that academic freedom is a right protected by this Agreement in addition to a faculty member's constitutionally protected freedom of expression and is fundamental to the faculty member's responsibility to seek and to state truth as he/she sees it.

(a) The University and UFF shall maintain, encourage, protect, and promote the faculty's full academic freedom in teaching, research/creative activities, and professional, university, and employment-related public service, consistent with the exercise of academic responsibility described in Sections 10.3 and 10.4, below.

(b) In order to ensure within the University an atmosphere of academic freedom,
(1) The University shall not apply any provision in this Agreement to violate a faculty member's academic freedom or constitutional rights, nor shall a faculty member be punished for exercising such freedom or rights, either in the performance of University duties or activities outside the University.

(2) The University recognizes that internal and external forces may seek at times to restrict academic freedom, and the University shall maintain, encourage, protect and promote academic freedom.

10.2 Academic Freedom. Consistent with the exercise of academic responsibility described in Sections 10.3 and 10.4 below, a faculty member shall be free to discuss all relevant matters in the classroom, to explore all avenues of scholarship, research, and creative expression, to speak freely on all matters of university governance, and to speak, write, or act in an atmosphere of freedom and confidence.

(a) Teaching and Research/Creative Activities. Faculty members shall have the freedom to:

(1) Freely engage in scholarly and creative activity and publish the results.

(2) Present and discuss, frankly and forthrightly, academic subjects, including controversial material relevant to the academic subject being taught.

(3) Select instructional materials, define course content, and determine grades within general department guidelines. Consistent with the principle that the faculty member should be the sole judge of a student's performance in a course, the grade a faculty member determines for a student's performance shall not be changed without the faculty member's consent, except as the result of an official investigation. In the case of an official

492 investigation, the chair shall appoint a panel of faculty members with expertise in the course
493 material. Such panel shall conduct the investigation and shall report its findings to the chair.
494 The chair of the department shall then take appropriate action. The factors to be considered
495 include if:

- 496 a. there was discrimination against a student in determining the
497 grade or the grade was imposed without proper authority; or
- 498 b. the faculty member's assessment of the student's performance
499 was not supportable by an accepted pedagogical practice or was substantially inconsistent with
500 the basis for evaluation that the faculty member specified for the course.

501
502 (b) Service. Service includes, but is not limited to, participation in governance
503 processes of the University. Faculty members shall have freedom to present and discuss, frankly
504 and forthrightly, academic subjects and policy, university governance, or other matters
505 pertaining to the health of the University.

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507 (c) All rights provided in this Article shall extend to all bargaining unit members,
508 regardless of whether their primary assignments include teaching and research.

509
510 10.3 Academic Responsibility of the Faculty. Academic responsibility implies the competent
511 performance of duties and obligations and the commitment to support the responsible exercise
512 of academic freedom by others. Members of the faculty have a responsibility to:

513 (a) Observe and uphold the ethical standards of their disciplines in the pursuit and
514 communication of scientific and scholarly knowledge;

515
516 (b) Treat students, staff, and colleagues fairly and civilly in discharging one's duties
517 as teacher, researcher, and intellectual mentor. Avoid any exploitation of such persons for
518 private advantage and treat them in a manner consistent with the provisions of the article on
519 NONDISCRIMINATION;

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521 (c) Respect the integrity of the evaluation process, evaluating students, staff, and
522 colleagues fairly according to the criteria and procedures specified in the evaluation process;

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524 (d) Represent one self as speaking for the University only when specifically
525 authorized to do so;

526
527 (e) Participate, as appropriate, in the system of shared academic governance,
528 especially at the department level, and seek to contribute to the civil and effective functioning
529 of the faculty member's academic unit (program, department, school and/or college) and the
530 University;

531
532 (f) Perform appropriate duties assigned by the University and observe applicable
533 state and federal law and applicable published College, University, and Board of Governors
534 regulations, policies, and procedures, provided that the assigned duty or the regulation, policy,
535 or procedure at issue does not contravene the provisions of the Agreement or the faculty

536 member's right to criticize or seek revision of those duties, laws, regulations, policies, or
537 procedures. Faculty members seeking change must not do so in ways that unreasonably
538 obstruct the functions of the University.

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540 10.4 Academic Responsibility of the University. Academic responsibility implies the
541 competent performance of duties and obligations and a commitment to foster within the
542 University a climate favorable to the responsible exercise of academic freedom. Therefore, it is
543 the responsibility of the University to:

544 (a) Maintain, encourage, protect and promote academic freedom so that it is not
545 compromised by harassment, censorship, reprisals, or prohibited discrimination as defined in
546 ARTICLE 11, NONDISCRIMINATION. Recognize the right of faculty members to enjoy, without
547 fear of institutional censorship or discipline, the same constitutional rights and freedoms as
548 other individuals.

549

550 (b) Treat faculty members fairly and civilly in discharging the duties in managing
551 the University.

552

553 (c) Respect the integrity of the evaluation process, evaluating faculty fairly and
554 accurately according to the criteria and procedures specified in the evaluation process.

555

556 (d) Sustain principles of the system of shared governance, which recognizes that in
557 the development of academic policies and processes the professional judgments of faculty
558 members are of crucial importance.

559

560 (e) Prohibit persons who are not authorized students, authorized instructional
561 staff, or authorized officials of the University from entering or interrupting faculty classrooms or
562 laboratories during instructional time, except with prior permission from the responsible
563 administration representative, faculty member or during emergencies. The University shall
564 support the authority of each faculty member to have unauthorized persons removed from the
565 faculty member's classroom/laboratory.

566

567 (f) Prohibit disruptive student behavior, including behavior that involves violence
568 against faculty, staff or students, threat(s) of violence, instigation of violence, malicious
569 vandalism, possession of weapons of any type, willful disregard of a faculty member's
570 legitimate directions, continued use of abusive language or gestures, or other behavior that is
571 so unruly, disruptive, harassing, or abusive that it seriously interferes with the faculty member's
572 ability to effectively communicate with other students in the class or with the ability of the
573 student's classmates to learn. The University shall support the authority of each faculty
574 member to have disruptive persons removed from the faculty member's classroom/laboratory.

575

576 (1) Upon receiving a report of disruptive student behavior, the Dean of
577 Students shall act promptly to investigate and resolve the matter. Faculty may request that a
578 disruptive student be barred from returning to the classroom. If the Dean of Students declines
579 such a request, the Dean shall take appropriate alternative action that ensures against a
recurrence of the disruptive behavior and shall inform the faculty member.

580 (2) A faculty member shall not be disciplined for taking reasonable action in
581 self-defense or in defense of others.

582 **ARTICLE 11**
583 **NONDISCRIMINATION**

584
585 11.1 Statement of Intent.

586 (a) It is the intent of the parties that each faculty member work in an environment
587 free from any form of discrimination or harassment.

588
589 (b) The parties recognize their obligations under federal and state laws, and
590 regulations prohibiting discrimination. Both parties shall work together to assure equal
591 employment opportunities at the University for women, minorities, and other affected groups
592 to achieve equality. To this end the parties shall implement programs, policies, and practices to
593 facilitate the recruitment, appointment, retention and professional development of such
594 groups and to ensure equitable opportunities for faculty members to receive salary
595 adjustments, tenure, multi-year appointments, promotion, sabbaticals, and other benefits. This
596 statement of intent is not subject to ARTICLE 28, GRIEVANCE PROCEDURE AND ARBITRATION.

597
598 11.2 Policy.

599 (a) Discrimination.

600 (1) Personnel decisions shall be based solely on job-related criteria and
601 performance.

602 (2) The University of Florida acknowledges the importance of an inclusive
603 environment for all, and shall not discriminate against any faculty member based upon race,
604 color, sex, gender identity, religious creed, national or ethnic origin, age, disability, political
605 opinions or affiliation, sexual orientation, marital status, or veteran status as protected under
606 the Vietnam Era Veteran's Readjustment Assistance Act.

607
608 (b) Harassment. Faculty members shall be protected from illegal harassment, in
609 accordance with federal and state law.

610 (1) Sexual Harassment. It is the policy of the University that each faculty
611 member be allowed to work in an environment free from any form of discrimination. Sexual
612 discrimination is prohibited by Title VII of the Civil Rights Act of 1964 and Title IX of the
613 Education Amendments of 1972. Under these laws, sex discrimination includes sexual
614 harassment and sexual misconduct. Sexual harassment is unwelcome conduct of a sexual
615 nature and includes but is not limited to unwelcome sexual advances, requests for sexual
616 favors, and other verbal, nonverbal or physical conduct of a sexual nature. Types of sexual
617 harassment include:

618 a. "Quid pro quo harassment" assumes a power differential and
619 occurs when an employee or student is subject to unwelcome sexual behavior or advances, and
620 submission is made a condition of hiring, advancement, admission, or evaluation in the work or
621 academic setting. Submission to such conduct is made either explicitly or implicitly a term or
622 condition of an individual's employment.

623 b. "Hostile environment harassment" occurs when unwelcome
624 sexual behavior unreasonably interferes with an individual's job performance or creates an
625 intimidating, hostile, or offensive work environment. Hostile environment harassment generally

626 requires a severe and pervasive pattern of behaviors to constitute sexual harassment.
627 Submission to or rejection of such conduct by an individual is used as the basis for decisions
628 affecting the individual's employment.

629 (2) Sexual misconduct is defined as a sexual act perpetrated against a
630 person's will or where a person is incapable of giving consent. Sexual misconduct includes but is
631 not limited to sexual violence, sexual exploitation, non-consensual sexual contact and non-
632 consensual sexual intercourse. Sexual violence includes rape, domestic violence, dating
633 violence, stalking, sexual assault, sexual battery and sexual coercion.

634 (3) Consensual sexual relationships may involve a conflict of interest.
635 Conflicts of interest are subject to the provisions of ARTICLE 26, OUTSIDE ACTIVITY AND
636 CONFLICT OF INTEREST.

637 (4) In addition to the concern with respect to sexual harassment between
638 faculty members or between faculty and other employees, the University and UFF recognize
639 the potential for this form of illegal discrimination involving students, either by students against
640 faculty or by faculty against students. Such illegal discrimination includes unwelcome sexual
641 advances, requests for sexual favors, sexual misconduct, or other verbal or physical conduct of
642 a sexual nature that constitutes sexual harassment.

643 (5) The University and UFF recognize that sexual relationships between
644 students and faculty, even if consensual, may become exploitative and especially so when a
645 student's academic work, residential life, or athletic endeavors are supervised or evaluated by a
646 faculty member.

647 a. There shall be no sexual or romantic relationships between faculty
648 members and undergraduate students. This policy shall not apply to sexual or romantic
649 relationships that existed before one or both partners' arrival at the university and/or before
650 this policy went into effect.

651 b. There shall be no sexual or romantic relationships between faculty
652 members and graduate students where both parties are affiliated with the same degree
653 program or department, and under any circumstances in which the faculty member exercises
654 academic, evaluative, or supervisory authority over the students. This policy shall not apply to
655 sexual or romantic relationships that existed before one or both partners' arrival at the
656 university and/or before this policy went into effect.

657 c. Faculty who have, or have had, a sexual or romantic relationship
658 with a student are prohibited from exercising academic, evaluative, or supervisory authority
659 over that student. Relationships that pre-date one or both parties' affiliation with the University
660 and that would otherwise be prohibited under this policy shall be promptly disclosed by the
661 faculty member to his or her dean or designee.

662 (6) Policies and regulations regarding harassment shall be employed to
663 protect individuals from discrimination, not to regulate the content of speech or restrict the
664 academic freedom or free speech rights of faculty members.

665
666 (c) Where appropriate, informal resolution of concerns is encouraged. Such
667 resolution may include such things as speaking up when the incident occurs, communicating
668 with the individual and asking him or her to stop the offensive behavior, or consulting with a
669 professional counselor in the employee assistance program.

670
671 (d) Responsibilities of Faculty Members Regarding Formal Accusations of Possible
672 Discrimination or Harassment. A faculty member who has actual knowledge by direct
673 observation or who receives a formal accusation of discrimination, or of harassment as defined
674 in this Article involving an individual over whom the faculty member has direct official
675 authority, must contact Office of Human Resource Services, who shall investigate the matter to
676 determine whether the observation or accusation has substance and, if appropriate, take
677 corrective action.

678
679 (e) Formal Complaints of Discrimination or Harassment. Faculty members who
680 believe that they may be victims of discrimination or harassment may file a formal complaint
681 directly with UF Human Resources.

682
683 (f) Retaliation. Retaliation for exercising civil rights is prohibited by federal and
684 state law. No harassment, intimidation, threats, coercion, discrimination, or other form of
685 retaliation shall be made by a faculty member, the University or UFF against any party, witness
686 or representative arising from their good faith participation in the investigation of a complaint
687 of discrimination or harassment. Retaliation shall be regarded as seriously as discrimination
688 itself and shall justify discipline pursuant to the procedures established in ARTICLE 27,
689 DISCIPLINARY ACTION AND JOB ABANDONMENT.

690
691 (g) Disciplinary Action.
692 (1) If an investigation finds that discrimination or harassment has occurred,
693 the University may, in appropriate cases, prescribe counseling instead of formal disciplinary
694 action. If the university imposes discipline, it shall be done in accordance with the provisions of
695 ARTICLE 27. The complainant shall be advised of the action taken against the faculty member.
696 (2) No faculty member shall be disciplined for discrimination or harassment
697 until the investigation of the charges according to the procedures described in Section 11.3 is
698 complete and a finding of discrimination or harassment has been issued and, if a timely
699 grievance is filed, until the grievance process ends with a finding of just cause that permits the
700 discipline. During the investigation, the faculty member may be placed on administrative leave
701 pursuant to the OTHER LEAVES article of this Agreement.

702
703 11.3 Investigation of Formal Complaints of Discrimination or Harassment. Charges of
704 discrimination or harassment shall be investigated according to the following principles and
705 procedures:

706 (a) An investigation of alleged discrimination or harassment shall be initiated when
707 an individual files a formal complaint with UF Human Resources.

708 (1) UF Human Resources shall appoint trained professionals to investigate
709 the alleged discrimination or harassment. It shall notify the accused, the complainant, the dean
710 of the appropriate college/unit, and UFF. Such notification shall occur within fifteen (15) days.

711 (2) UF Human Resources shall inform the accused of the content of the
712 accusation (including any complaints redacted as required by law, the time frame of the alleged
713 actions, and the name of the complainant as allowed by law) and the date of any scheduled

714 initial interview with the accused, which shall not be less than seven (7) days after the date of
715 notification, during which time the accused shall not speak to the complainant about any aspect
716 of the complaint. UF Human Resources shall inform the accused that he/she has the right to
717 have a UFF Grievance Representative or legal counsel present during any interviews involving
718 the accused.

719 (3) The investigation shall be conducted in as confidential a manner as
720 possible to protect the confidentiality of the alleged victim, the accused party, and witnesses.

721 (4) The alleged conduct shall be considered in the context of the
722 circumstances.

723 (5) The investigation shall include interviewing the complainant, the
724 accused, any pertinent witnesses, and reviewing any relevant documentation.

725 (6) At any time the University, the complainant, and the accused may agree
726 to a resolution of the complaint.

727 (7) Upon completion of the investigation, the investigators shall make a
728 report of their findings to UF Human Resources, which shall forward the report to the accused
729 individual, the accused individual's representative (if any), the complainant, the dean of the
730 appropriate college/unit, and UFF.

731

732 (b) The investigative report shall contain at least the following information: The
733 nature of the complaint, all formal statements by the parties, a summary of the facts, and a
734 conclusion as to whether the alleged action or incident has occurred. The faculty member has
735 the right to append a response to the investigation report.

736

737 (c) The University shall take appropriate remedial measures to correct any
738 discrimination or harassment that is found. Remedial measures shall not adversely affect the
739 faculty member who was found to be the object of discrimination or harassment.

740

741 (d) UF Human Resources shall notify the complainant, the accused individual, the
742 accused individual's representative (if any), the dean of the appropriate college/unit, and UFF
743 of any proposed action to be taken, including a counseling letter or disciplinary action.

744

745 (e) Records maintained for the purposes of investigating formal complaints of
746 discrimination or harassment shall be confidential until a final decision is made.

747 (1) For harassment investigations, portions of the records that identify the
748 complainant, a witness, or information that could reasonably lead to the identification of the
749 complainant or a witness, shall retain their confidential status even after the investigation is
750 closed and the final decision is made.

751 (2) However, the records shall be open to University personnel conducting
752 the investigation, the accused individual or designee, the dean of the appropriate college/unit,
753 and UFF.

754 (3) Pursuant to state and federal law, the findings shall be maintained in UF
755 Human Resources.

756

757 (f) In instances where no findings of discrimination or harassment is made, no

758 record of any allegations or the formal complaint shall be placed in the faculty member's
759 evaluation or personnel file unless the faculty member requests in writing that a record of the
760 complete investigation be placed in the evaluation or personnel file.

761

762 11.4 Access to Documents. A faculty member shall have the right to inspect and copy
763 documents relating to any claim of discrimination or harassment to which the faculty member
764 is a party except for records that are exempt from the provisions of the Public Records Act,
765 Chapter 119, Florida Statutes.

766

767 11.5 Grievance Procedures.

768 (a) Claims of discrimination or harassment brought against the University may be
769 presented as grievances pursuant to ARTICLE 28, GRIEVANCE PROCEDURE AND ARBITRATION.
770 However, no grievance may be maintained under this section if the faculty member has also
771 initiated a complaint arising from the same issue(s) filed with any court or fair employment
772 practices agency, except as specifically provided for in ARTICLE 28.

773

774 (b) Appeals of adverse employment decisions made against faculty members
775 accused of discrimination or harassment may be presented as grievances pursuant to ARTICLE
776 28, GRIEVANCE PROCEDURE AND ARBITRATION.

777

778 11.6 Neither the University nor UFF shall abridge any rights of faculty members related to
779 union activity granted under Florida law including but not limited to the right to assist or to
780 refrain from assisting UFF.

ARTICLE 12
APPOINTMENT

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12.1 Policy

(a) Working with faculty, the University shall establish standards, qualifications, and criteria to fill vacancies. The parties recognize and mutually agree that the University’s mission and desire to foster excellence require faculty of diverse backgrounds and interests. The parties support efforts to assure candidate pools include faculty from historically underrepresented groups. Faculty committees and University officials shall develop applicant pools and receive and review applications; and the dean working with the faculty shall make such appointments as appropriate under established standards, qualifications, and criteria.

(b) Recognizing that the appointment of a spouse or domestic partner may be an important means of attracting and retaining qualified faculty members, the University shall give consideration to funding for spousal/domestic partner appointments in the bargaining unit. In such instances, all search committee requirements are waived, save for a requirement that the departmental faculty shall meet with the candidate and give a recommendation on the potential hire as stipulated in 12.2(d)(1).

(c) No special commitment or conditions offered to new hires shall bind the University indefinitely. A special commitment or condition will be observed unless it is no longer financially or logistically feasible or circumstances have changed enough that it is no longer in the legitimate interests of the University.

12.2 Procedures for Filling Vacancies.

(a) Bargaining unit vacancies shall be advertised through appropriate professional channels.

(b) Each candidate interviewed for a job position in the bargaining unit shall be provided with the URL addresses for the UFBOT-UFF Agreement.

(c) Search committees composed of faculty members from the appropriate department(s) shall be established by the department chair for all tenure-track faculty appointments and other faculty appointments as may be appropriate or as specified in the department’s bylaws. No less than three-fourths of the committee’s members shall be faculty members in the department. A faculty search committee may include all faculty members in the department.

(d) The search committee shall receive applications, screen candidates, and make recommendations for these appointment vacancies.

(1) After the interview process has been completed, faculty members of the department shall vote by secret ballot to register their recommendations. The faculty search committee shall recommend to the chair for possible appointment those candidates it deems acceptable.

825 (2) In instances in which more than one (1) department is involved in a
826 search (such as interdisciplinary programs), the department in which tenure would be earned is
827 responsible for the above, and the department chair shall make appropriate arrangements for
828 the other department(s) involved to participate in the process. Three-fourths of the committee
829 members shall be faculty from the departments involved.

830
831 (e) Department Chair's Recommendation.

832 (1) Prior to making a recommendation to appoint a candidate for a faculty
833 position, the chair shall meet with the other faculty members in the department to discuss the
834 recommendations of the faculty search committee.

835 (2) The chair shall recommend to the dean those candidates the chair
836 deems acceptable. The chair shall also submit to the dean the faculty search committee's
837 recommended candidates, if any, and the vote of the department faculty on the interviewed
838 candidates.

839 (3) The chair may make a recommendation different from the preferences
840 of the faculty search committee or those reflected in the vote of the department faculty.

841
842 (f) Dean's Decision.

843 (1) The dean may ask the committee to consider additional candidates from
844 the remaining pool of candidates.

845 (2) After receiving the recommendation(s) of the faculty search committee,
846 the input from the department faculty, and the chair's recommendation(s), the dean shall
847 appoint the candidate that the dean deems is most qualified. The dean may appoint a
848 candidate that is not recommended by the faculty only after obtaining the Provost's approval.
849 When requested, the Provost or provost's office designee shall explain the decision to the
850 faculty in a meeting.

851
852 12.3 Letter of Appointment. All appointments shall be made on a University Letter of
853 Appointment and signed by the President or designee and the faculty member. The Letter of
854 Appointment may include informational addenda reflecting negotiated agreements between
855 the parties, except that such addenda shall not abridge the faculty member's rights or benefits
856 provided in this Agreement. All Letters of Appointment shall contain the following elements:

857 (a) Title.

858

859 (b) Department, college, or other employment unit.

860

861 (c) Length of appointment.

862

863 (d) Percent of full-time equivalent "FTE" assigned.

864

865 (e) Principal place of employment.

866

867 (f) Salary rate.

868

869 (g) A statement that the position covered by the appointment is (1) tenured (2)
870 eligible for tenure, or (3) not eligible for tenure.

871
872 (h) The duties and responsibilities the faculty member may be assigned to perform
873 in teaching, research, and service, or other assigned responsibilities.

874
875 (i) Special conditions of employment, including assignments to a second
876 instructional location, special restrictive covenants of clinical teaching, and any special
877 commitments from the University that were negotiated.

878
879 (j) If the appointment is not subject to the notice provisions of Section 13.3(b), the
880 University shall include the following in the letter of appointment: "Your employment under
881 this contract will cease on the date indicated. No further notice of cessation of employment is
882 required."

883
884 12.4 Appointments. Appointments are classified by title, rank, duration, degree of effort,
885 and tenure status.

886 (a) The academic appointees of the University shall consist of personnel holding
887 the academic ranks of assistant professor or above, or the equivalent academic ranks in the
888 instructional, research, or other academic functions, and personnel holding other specialty
889 faculty titles or ranks. Equivalent faculty ranks may be granted in the librarian, scholar, scientist,
890 engineer, and curator series.

891
892 (b) Appointments Classified by Duration of Time.

893 (1) Regular faculty appointments may be academic year (9) month; ten (10)
894 month; or twelve (12) month.

895 a. Nine (9)-month (academic year) faculty appointments shall be
896 for approximately thirty-nine (39) consecutive weeks. The parties agree that there are
897 exceptions to this normal calendar and agree that the full academic-year salary rate associated
898 with appointments shall be prorated across the appointment period.

899 b. No faculty appointment shall be for a term exceeding a twelve
900 (12)-month period ending June 30 except as noted in (3) below.

901 (2) In the event of an emergency temporary appointment (less than thirty-
902 nine (39) weeks), the contract or letter of appointment shall so state and notice of non-renewal
903 is not required.

904 (3) Multi-year appointments are for a fixed term as indicated in the
905 employment offer and appointment, as referenced in 12.4(g) below.

906
907 (c) Appointments Classified by Degree of Effort.

908 (1) Full-time - the utilization of effort considered to be the normal or
909 standard amount required during a given time period, equivalent to 100% or 1.00 FTE.

910 (2) Part-time - the utilization of effort considered less than customary or
911 standard during a given time period, equivalent to less than 100% or less than 1.00 FTE, or
912 appointments for less than thirty-nine (39) weeks. Such an appointment involves either working

913 less than 100% of the time through an academic or calendar year or working full-time for less
914 than the full number of terms in the academic year.

915
916 (d) Faculty with Administrative Assignments. A faculty member appointed to an
917 administrative role (such as chair) may be reclassified and reassigned to other faculty or
918 administrative duties at any time during the term of that appointment. If the faculty member is
919 reclassified and reassigned, the pay rate and appointment period shall be adjusted to reflect
920 the new responsibilities.

921
922 (e) Renewal of Appointments.

923 (1) The appointment of tenured or permanent status faculty shall be
924 renewed annually unless terminated for just cause subject to the limitations set forth in
925 ARTICLE 27, DISCIPLINARY ACTION AND JOB ABANDONMENT. The terms of the renewal of the
926 appointment shall be consistent with the appointment in which the faculty member was
927 granted tenure or permanent status or prior renewal.

928 (2) Renewal of appointments, as well as other personnel decisions, shall be
929 based on the effectiveness of the faculty member's performance in the assigned duties as they
930 related to the areas of teaching, research, and service, and the requirements of the
931 department.

932
933 (f) P. K. Yonge Developmental Research School Appointments. The initial annual
934 contract of a P. K. Yonge faculty member shall include a one (1) year probationary period during
935 which time the faculty member's contract may be terminated without cause or the faculty
936 member may resign without breach of contract.

937
938 (g) Multi-Year Appointments.

939 (1) A multi-year appointment may be offered for a period of not less than
940 two (2) and not more than five (5) years.

941 (2) The appointment may be renewed.

942 (3) Faculty members on multi-year appointments cannot be terminated
943 during the contract period except for just cause, layoff, termination of the funding source in the
944 case of soft money appointments, or two successive unsatisfactory evaluations. The faculty
945 member shall be given notice of termination as specified in ARTICLE 13, NON-RENEWAL.

946 (4) Multi-year appointments may be offered only for the following:

947 a. Non-tenure-earning academic appointments, such as lecturers or
948 Professors of Practice.

949 b. Individuals who have retired from universities or other
950 organizations.

951 c. Individuals who are appointed with time-limited soft-money
952 funding.

953 (5) Criteria and Procedures. Department chairs and deans, working with the
954 faculty, shall develop the criteria and procedures for an initial or successive multi-year
955 appointment in each department or college.

956 a. The criteria for an initial or successive appointment shall include

957 consideration of the basis for the initial multi-year appointment, annual evaluations of
958 performance, extent and currency of professional qualifications, contribution to the mission of
959 the department or program, staffing needs, funding source alternatives, and continuing
960 program considerations.

961 b. The faculty member shall be advised in the penultimate year of
962 the appointment that to be considered for a successive multi-year appointment, the faculty
963 member must submit a written request to the department chair.

964 c. Prior to making a recommendation on the request, the chair
965 shall consult with the faculty members in the department and shall make the faculty's views
966 known to the dean.

967
968 (h) "Job sharing" shall be permitted between two (2) faculty members under the
969 following conditions:

970 (1) Participation is voluntary;

971 (2) The hours and responsibilities are outlined in writing;

972 (3) The hours and responsibilities provide both faculty members with the
973 time worked necessary to qualify for salary increases as well as retirement and other benefits;

974 (4) The job sharing is approved by the participating faculty members and
975 their chair; and

976 (5) The dean or deans supervising the faculty members have granted their
977 approval for the sharing for a specific period, up to a maximum of one (1) year, at which time
978 the sharing will be reviewed and approval will be either renewed or denied.

979
980 (i) Visiting Appointments. Visiting appointments may not exceed three years in
981 total. No faculty member with a visiting appointment shall be given a regular appointment
982 without following the search procedures set forth in this Article.

983
984 (j) Adjunct Appointments.

985 a. Adjunct instructional appointments are for one (1) academic term
986 at a time and are ordinarily part-time, non-salaried instructional employees paid on a per
987 course basis. As such, they are not represented by UFF.

988 b. The use of adjuncts shall, upon the request of UFF, be a subject of
989 consultation under the provisions of the CONSULTATION article of this Agreement.

990
991 12.5 Change in Appointments.

992 (a) Notification of changes in an appointment shall be given in the same fashion as
993 the notification of non-renewal provisions of the NON-RENEWAL article of this Agreement.

994
995 (b) A faculty member may request a change in the length of his/her appointment
996 period (12, 10, or 9 month appointments). If the requested change is denied, the University
997 shall provide written notice of the reasons for the denial.

998 (1) Upon approval by the University, and assuming that the assigned
999 responsibilities remain substantially the same, a faculty member's base salary shall be adjusted
1000 by 81.8 percent when changing from a twelve (12) month to an academic-year appointment, or

1001 by 122.2 percent when changing from an academic-year to a twelve (12) month appointment.
1002 (2) Upon approval of a change from a twelve (12) month appointment to an
1003 annual-leave-accruing appointment of less than twelve (12) months but more than nine (9)
1004 months, the faculty member's salary shall be adjusted to a percent of the twelve (12) month
1005 base salary that is mathematically proportionate. Any benefits will be adjusted accordingly.
1006

1007 (c) FTE Reduction. The FTE may be altered by written agreement between the
1008 University and the faculty member, provided that

1009 (1) The reduction in FTE reflects a corresponding tangible net reduction in
1010 the faculty member's assigned duties, and

1011 (2) Such changes in the appointment are submitted for approval through
1012 the appropriate administrative channels to the Office of Academic Affairs prior to any change.
1013

1014 12.6 The biweekly salary rate of faculty members serving on twelve (12)-month
1015 appointments shall be calculated by dividing the twelve (12)-month salary rate by the actual
1016 number of pay periods in the calendar year.

ARTICLE 13
NON-RENEWAL

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13.1 Policy. Faculty appointment shall not create any right, interest, or expectancy in any other appointment beyond its specific terms, except as provided in this Agreement.

13.2 Non-renewal and Termination of Faculty Appointments.

(a) Tenured or Permanent-Status Faculty. The appointment of tenured or permanent-status faculty members shall not be terminated except for just cause pursuant to the procedures in ARTICLE 27, DISCIPLINARY ACTION AND JOB ABANDONMENT, or a layoff pursuant to ARTICLE 30, LAYOFF AND RECALL.

(b) Tenure-accruing Faculty. The appointment of a tenure-accruing faculty member shall be renewed annually until the end of the tenure probationary period unless:

(1) The faculty member's department or equivalent unit is abolished, or the faculty member's department experiences a reallocation of resources or reorganization of program offerings or functions that would justify the non-renewal; or

(2) The faculty member receives an overall "unsatisfactory" evaluation on the annual performance evaluation.

(c) Non-permanent-status, Non-tenure-accruing, Faculty. The University may choose not to renew the employment of a faculty member who does not have tenure or permanent status and is not on a tenure-accruing appointment. In the case of such non-renewal, the faculty member will be given a reason for the decision and an opportunity to appeal to the dean or equivalent.

13.3 Notice of Ending of Employment of Non-Tenured and Non-Permanent Status Faculty Members.

(a) Notice Only in the Employment Contract or Letter of Appointment.

(1) Faculty members on "soft money," e.g., contracts and grants, sponsored research funds, and grants and donations trust funds with less than five (5) years of continuous service, faculty members who are on visiting appointments, faculty members who are appointed for less than one (1) year, or faculty members on multi-year appointments as defined in the APPOINTMENT article shall have the following statement included in their letter of appointment: "Your employment under this contract will cease on the date indicated. No further notice of cessation of employment is required."

(2) If such statement is not included in the letter of appointment, then the faculty member whose appointment is not being renewed shall be provided ninety (90) days written notice.

(b) Except for faculty members described in subsection 13.3(a)(1) above, any non-tenured faculty member who is not being offered a further appointment shall receive written notice according to the following terms:

(1) One (1) semester for those in their first two (2) years of continuous

1061 University service.
1062 (2) Twelve (12) months for those with more than two (2) years of service.
1063 (3) Twelve (12) months for faculty members who are on “soft money” (e.g.,
1064 contracts and grants, sponsored research funds, and grants and donations trust funds) who
1065 have five (5) or more years of continuous university service.

1066
1067 (c) The notice of non-renewal shall include the following:
1068 (1) A statement that the University is not renewing the employment
1069 contract;
1070 (2) A reference to the meeting held to advise the faculty member of non-
1071 reappointment;
1072 (3) The last date of employment with the University;
1073 (4) A statement that the faculty member may contest the decision, in
1074 accordance with ARTICLE 28, GRIEVANCE PROCEDURE AND ARBITRATION, because of an
1075 alleged violation of a specific term or provision of the Agreement or because of an alleged
1076 violation of the faculty member’s constitutional rights.
1077 (5) A copy of ARTICLE 28.

1078
1079 (d) All such notices and statements shall be sent by certified mail, return receipt
1080 requested, or delivered in person to the faculty member with written documentation of receipt
1081 obtained.

1082
1083 (e) A faculty member who receives a Notice of Non-Renewal has twenty (20) days
1084 to request in writing a statement of the basis for the decision not to renew the appointment.
1085 The University shall provide such written statement within twenty (20) days following receipt of
1086 the request. All such notices and statements shall be sent by certified mail, return receipt
1087 requested, or delivered in person to the faculty member with written documentation of receipt
1088 obtained.

1089
1090 (f) If the University does not comply with providing proper notice, as required in
1091 subsections 13.3(b) - 13.3(e), above, the faculty member’s non-renewal notice period will not
1092 begin until the corrected notice is provided.

1093
1094 (g) Reassignment.
1095 (1) Following the delivery of the notice of non-renewal, the University may
1096 reassign such faculty member to other university duties after consultation with the faculty
1097 member and the departments or other units affected.
1098 (2) Such reassignment does not release the University from its contractual
1099 commitment to compensate the faculty member for the period prior to the effective date of
1100 non-renewal.

1101
1102 13.4 Grievability.

1103 (a) A faculty member who receives written notice of non-renewal may, according
1104 to ARTICLE 28, GRIEVANCE PROCEDURE AND ARBITRATION, contest the decision because of an

1105 alleged violation of a specific term or provision of the Agreement or because of an alleged
1106 violation of the faculty member's constitutional rights.

1107
1108 (b) Such grievances must be filed within forty-five (45) days of receipt of the notice
1109 of non-renewal or the statement of the basis for the decision.

1110
1111 13.5 Re-employment Considerations. If the decision not to renew the appointment was
1112 based primarily upon adverse financial circumstances, reallocation of resources, reorganization
1113 of degree or curriculum offerings or requirements, reorganization of academic or administrative
1114 structures, programs, or functions, or curtailment or abolition of one (1) or more programs or
1115 functions, the University shall take the following actions:

1116 (a) Make a reasonable effort to locate appropriate alternative or equivalent
1117 employment within the University; and

1118
1119 (b) Offer such faculty member, who is not otherwise employed in an equivalent
1120 full-time position, re-employment in the same or similar position at the University for a period
1121 of two (2) years following the initial notice of non-renewal, should an opportunity for such re-
1122 employment arise.

1123 (1) It shall be the faculty member's responsibility to keep the University
1124 advised of the faculty member's current address.

1125 (2) Any offer of re-employment pursuant to this section must be accepted
1126 within fifteen (15) days after the date of the offer, such acceptance to take effect not later than
1127 the beginning of the semester immediately following the date the offer was made. In the event
1128 such offer of re-employment is not accepted, the employee shall receive no further
1129 consideration pursuant to this Article.

1130
1131 13.6 Resignation.

1132 (a) Upon resignation, all consideration for tenure and renewal shall cease.

1133
1134 (b) A faculty member who wishes to resign has the professional obligation to
1135 provide the University with at least one (1) semester's notice.

1136
1137 (c) Upon notice of non-renewal any consideration of promotion shall end; in
1138 addition, those in non-renewal status may not receive any professional development leaves and
1139 other professional development opportunities.

1140
1141 13.7 Notice Document. Notice of appointment and non-renewal shall not be contained in
1142 the same document, except in the circumstances explicitly provided in Section 13.3(a)(1),
1143 above.

ARTICLE 14
ASSIGNMENT OF RESPONSIBILITIES

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14.1 Policy.

(a) The assignment of responsibilities to faculty members is one of the mechanisms by which the University establishes its priorities, carries out its mission, and creates opportunities to increase the quality and integrity of its academic programs and enhance its reputation and stature as a major research university.

(b) The professional obligation of faculty members (teaching, scholarship/creative activities, service, or other duties assigned for that year) is comprised of both scheduled and non-scheduled activities.

(c) The University and UFF recognize that it is a part of the professional responsibility of faculty members 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, non-scheduled activities are more appropriately performed in a manner and place determined by the faculty member.

(d) The University shall make a reasonable and good faith effort, consistent with the other provisions of this Agreement, to provide faculty members with the necessary facilities and resources for carrying out their assigned duties and responsibilities.

(e) A written commitment made by the University to a faculty member regarding the faculty member's assignments or matters associated with the assignments shall be subject to enforcement under ARTICLE 28, GRIEVANCE PROCEDURE AND ARBITRATION.

14.2 Considerations in Assignment.

(a) The University and 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/scholarship and service, the professional obligation undertaken by a faculty member will ordinarily be broader than that minimum.

(b) Subject to the provisions of this Agreement, the University has the right to determine the types of duties and responsibilities that comprise the professional obligation and to determine the relative proportion of effort a faculty member may be required to expend on the various components.

(c) Faculty on twelve (12)-month appointments, who accrue vacation leave, shall be provided reasonable opportunity to utilize their vacation during the course of the year. Individual and department needs will be taken into consideration when approving the leave.

(d) The chair shall provide the faculty member with the opportunity to consult about the course schedule.

1188

1189 (e) The chair shall inform the faculty member of the impact of any contemplated
1190 change in the faculty member's assigned allocations for teaching, research/scholarship/creative
1191 activity, and service. The chair shall offer the faculty member the opportunity to discuss any
1192 such contemplated change.

1193

1194 (f) In making assignments, the University shall consider:

1195 (1) The needs of the program or department;

1196 (2) The faculty member's preferences, qualifications and experiences, and
1197 professional development interests.

1198

1199 14.3 Assignments.

1200 (a) Communication of Assignment.

1201 (1) A tentative assignment of responsibilities shall be provided no later than
1202 May 1. New faculty members shall be informed of assigned duties as soon as it can be done.

1203 (2) If it can be done, the faculty member shall be notified of the final
1204 assignment in writing no later than six (6) weeks in advance of the starting date of each term.

1205

1206 (b) Change in Assignment.

1207 (1) If it should become necessary to make changes in a faculty member's
1208 assignment, the person responsible for making the change shall notify the faculty member as
1209 soon as practicable prior to making such change and shall specify the change in writing.

1210 (2) If a change in assignment results in needing to move University supplies
1211 or equipment, the University shall provide assistance in such a move and shall notify the faculty
1212 member of the time of the move at least one (1) month in advance.

1213 (3) The University shall make a good faith effort not to change a faculty
1214 member's teaching assignment less than four (4) weeks prior to the first class session.

1215 (4) If a faculty member has been assigned or reassigned a course fewer
1216 than four (4) weeks prior to the first class session, such circumstances shall be taken into
1217 consideration when reviewing student evaluations of the course.

1218

1219 14.4 Equitable Opportunity. Each faculty member shall be given assignments that provide
1220 equitable opportunities, in relation to other faculty members in the same department, to meet
1221 required criteria for promotion, tenure, and merit salary increases.

1222 (a) For the purpose of applying this principle to promotion, assignments shall be
1223 considered over the entire period since the original appointment or since the last promotion if
1224 the faculty member has been promoted, not solely over the period of a single annual
1225 assignment.

1226

1227 (b) For the purpose of applying this principle to tenure, assignments shall be
1228 considered over the entire probationary period. If an arbitrator determines that a faculty
1229 member was not provided an equitable opportunity as described in this section, the arbitrator
1230 may award an additional period of employment (not to exceed one [1] year) for the purpose of
1231 rectifying the inequity requiring the University to provide the equitable opportunity as

1232 described herein.

1233

1234 (c) If it is determined that a faculty member has not received assignments that
1235 provide equitable opportunities described above, then the faculty member must receive a
1236 timely appropriate adjustment in the assignment that corrects the inequity.

1237

1238 14.5 Resolution of Assignment Disputes.

1239 (a) A faculty member shall, upon written request, be granted a conference with the
1240 person responsible for making the assignment to express concerns. If the conference does not
1241 resolve the faculty member's concerns, the faculty member shall be granted, upon written
1242 request, an opportunity to discuss those concerns with the dean. The faculty member shall
1243 perform the assignment until final resolution of the matter as prescribed in this Agreement.

1244

1245 (b) No faculty member's assignment shall be arbitrary or unreasonable.

1246

1247 (c) Assignments shall be deemed arbitrary or unreasonable if one or more of the
1248 following applies:

1249 (1) The assignment was made without providing the faculty member the
1250 opportunity to consult about the assignment.

1251 (2) After consulting with the faculty member, the University did not make a
1252 fair and reasonable attempt to accommodate the faculty member's circumstances. In this
1253 regard, the parties recognize the following:

1254 a. Assignments are driven primarily by the program and curricular
1255 needs of the students in the programs in the department. The preferences and desires of the
1256 faculty members are secondary to these program and curricular needs.

1257 b. Not all circumstances can be accommodated, and that inability
1258 to accommodate does not in and of itself represent an arbitrary or unreasonable assignment.

1259 (3) The time between the beginning of the first assignment and the end of
1260 the last assignment in any one (1) day exceeds eight (8) hours, unless the faculty member has
1261 agreed to such an arrangement or there is no practicable alternative.

1262 (4) The time between the end of the last assignment on one (1) day and the
1263 beginning of the first assignment for the next day is less than twelve (12) hours, unless the
1264 faculty member has agreed to such an arrangement or there is no practicable alternative.

1265

1266 (d) Assignments are subject to the provisions of the GRIEVANCE PROCEDURE AND
1267 ARBITRATION article.

1268

1269 (e) If the dean denies a faculty member's request for re-assignment, the University
1270 shall provide the reason in writing to the faculty member, with a copy to UFF.

1271

1272 14.6 Place of Employment.

1273 (a) Principal. Each faculty member shall be assigned one (1) principal place of
1274 employment, as stated on the University Letter of Appointment.

1275 (1) Where possible, a faculty member shall be given at least nine (9) months

1276 notice of a change in principal place of employment.
1277 (2) The faculty member shall be granted, upon written request, a
1278 conference with the person responsible for making the change to express concerns regarding
1279 such change.
1280 (3) Voluntary changes and available new positions within the department
1281 shall be considered prior to involuntary changes.
1282
1283 (b) Secondary.
1284 (1) Each faculty member, where possible, shall be given at least ninety (90)
1285 days written notice of assignment to a secondary place of employment more than fifteen (15)
1286 miles from the faculty member's principal place of employment.
1287 (2) The faculty member shall be granted, upon written request, a
1288 conference with the person responsible for making the change to express concerns regarding
1289 such a change.
1290 (3) If the assignment to a secondary place of employment is made, the
1291 supervisor shall make an appropriate adjustment in the assignment in recognition of time spent
1292 traveling to a secondary place of employment.
1293 (4) Necessary travel expenses, including overnight lodging and meals, for all
1294 assignments not at the faculty member's principal place of employment shall be paid at the
1295 State rate.
1296
1297 14.7 Schedule of Assigned Duties.
1298 (a) Supervisors are encouraged to make appropriate adjustments in the number of
1299 hours scheduled in recognition of evening, night, and weekend assignments, and for periods
1300 when a faculty member is on call. Evenings, nights, and weekends when a faculty member is on
1301 call shall be considered in making other assignments.
1302
1303 (b) Except for P. K. Yonge, the academic year shall consist of a Fall and Spring
1304 semester of approximately 19.5 weeks each. Activities in each semester shall be scheduled
1305 during contiguous weeks with the exception of Spring Break.
1306
1307 14.8 Overload Assignments.
1308 (a) An overload assignment is defined as the assignment of any duties in excess of
1309 a faculty member's full-time appointment (1.0 FTE).
1310
1311 (b) No faculty member shall be required to accept an overload assignment.
1312
1313 (c) As compensation for an overload assignment, the University shall offer the
1314 faculty member either
1315 (1) financial compensation; or
1316 (2) reduction in teaching assignment in a mutually agreeable following
1317 academic semester or year.
1318
1319 (d) Monetary compensation for overload assignments shall not qualify for

1320 retirement compensation or credit.

1321

1322 14.9 The appropriate academic department and college may submit a request to the Office
1323 of the Provost for a change to full-time tenure for any faculty member who was granted tenure
1324 at less than 1.00 FTE.

1325

1326 14.10 A tenured or tenure-accruing faculty member may be transferred as a result of a
1327 reorganization or program curtailment within the University. No department or unit of the
1328 University is obliged to accept the transfer of a faculty member from another unit. The
1329 acceptance of a transferring faculty member is conditioned upon an affirmative vote of the
1330 tenured faculty members of the receiving academic department or unit. A report of the transfer
1331 shall be submitted through the appropriate administrative channels to the Office of the Provost
1332 for approval. If the transfer is approved, the faculty member's tenure or tenure eligibility shall
1333 be transferred to the new department.

1334

1335 14.11 P. K. Yonge Assignments

1336 (a) P. K. Yonge has a special mission and that mission is reflected in the annual
1337 academic year assignments. The developmental research school designation and the setting
1338 within the College of Education at the University provide unique opportunities and special
1339 responsibilities for P. K. Yonge faculty. P. K. Yonge faculty are expected to participate in
1340 teaching, research, outreach, and dissemination activities as part of their assignment.

1341

1342 (b) Academic Year Appointments. The academic year appointment period for P. K.
1343 Yonge faculty members is a 10-month appointment consisting of a Fall and Spring semester.
1344 Included in this appointment period are required planning days prior to the start of school in
1345 the fall, four (4) teacher work days during the school years, and one (1) post-planning day.

1346

1347 (c) The University shall submit the proposed calendar to the faculty for its
1348 consideration before the end of the academic year, and such scheduling shall be subject to
1349 consultation under ARTICLE 6 of this Agreement.

1350

1351 (d) Work Day for P. K. Yonge Faculty. The work day for P. K. Yonge faculty members
1352 shall be seven and one-half (7.5) continuous hours. The University and UFF recognize that a
1353 faculty member's professional responsibilities and obligations may on occasion necessitate the
1354 faculty member's working beyond the work day. The University will provide two (2) additional
1355 paid hours for research per week and the faculty member is responsible for determining how to
1356 spend that research time within or outside of the work day. A work day may include instruction,
1357 research and planning time.

1358 (1) The starting and ending times for work days shall be determined by the
1359 principal after discussion with the faculty. The principal's final decision shall be announced by
1360 August 1 of each year.

1361

1362 (2) The normal student contact time for a secondary school faculty member
1363 shall be the equivalent of twenty-five (25) fifty (50)-minute periods during the week. The
normal student contact time for an elementary school faculty member shall be the equivalent

1364 of one thousand, five hundred, and fifteen (1,515) minutes per week. General education
1365 classroom teachers shall not be required to supervise students before the instructional school
1366 day and for no more than fifteen (15) minutes after student dismissal.

1367 (3) Each faculty member shall be provided a thirty (30)-minute lunch period
1368 without duties. Faculty members teaching in the elementary grades may be expected to escort
1369 their students to the serving line.

1370 (4) One teacher workday and two early release Wednesday afternoons will
1371 be designated for Elementary Fall Family Conferences.

1372 (5) Faculty members shall not be required to eat breakfast or lunch with
1373 their students.

1374 (6) Faculty members shall be permitted to leave school at the end of the
1375 student day on school days immediately preceding the weekend, a holiday, or student vacation
1376 day as long as students are not left unsupervised. The principal shall make appropriate
1377 arrangements to ensure that faculty members who are needed to supervise students on these
1378 days are given comparable release time on other days.

1379 (7) Faculty members shall be provided additional time within the work day
1380 during the last three (3) days of student attendance at the conclusion of the school year, in
1381 order to allow adequate time for completing records and paper work.

1382 (8) Additional Considerations.

1383 a. No faculty member shall be asked to teach more than one (1)
1384 academic subject during a class period.

1385 b. Faculty members teaching in middle school or high school shall
1386 not be required to teach more than three (3) separate, unrelated academic classroom subjects.

1387

1388 14.12 Scheduled Meetings and Planning Time for P. K. Yonge Faculty.

1389 (a) There will be a required seven (7)-day planning program before the start of
1390 classes in the Fall semester. Two (2) of those seven (7) days are designated for full-day,
1391 organized professional learning and school improvement activities.

1392 (1) For the five (5)-day pre-planning program, required meetings and in-
1393 service training shall not exceed a total of ten-and-a-half (10.5) hours for the planning program.

1394 (2) Highest priority shall be given to individual and team/department
1395 preparation time.

1396

1397 (b) Faculty Meetings, and Planning/Conference Days During Academic Year.

1398 (1) Faculty meetings shall be held during the work day. Faculty members
1399 present at the meeting may vote to extend the meeting beyond the work day.

1400 (2) Faculty Planning/Conference Days. Faculty planning days are designed
1401 to permit additional planning, preparation, parent conferences, professional learning, exchange
1402 of ideas, appraisal conferences, and other school-related business.

1403 a. Faculty planning days shall be six (6) hours in length, exclusive of
1404 lunch. If lunch is an administratively scheduled activity, it is subsumed within the six (6) hours.
1405 Scheduling and duration of lunch periods shall be determined after consultation with the
1406 faculty.

1407 b. The principal shall provide faculty members with no less than

1408 five (5) days notice of any required activity that will occur on a planning day.

1409

1410 (c) Personal Planning time. During the regular school year, faculty members shall
1411 be provided an average of three hundred (300) minutes per week for planning. If the planning
1412 time is noncontiguous, it shall be scheduled in time blocks of no less than forty-five (45)
1413 minutes.

1414 (1) The University may designate a portion of such time for administrative
1415 uses such as required professional learning or a faculty meeting. Notice of such use of planning
1416 time shall be given at least five (5) days in advance.

1417 (2) A portion of the time may be set aside for team planning, with members
1418 of the team determining how much will be team planning.

1419 (3) Additional planning time shall be scheduled for faculty members
1420 assigned to teach three or more un-related academic classroom assignments.

1421

1422 (d) Changes in teaching assignments for P. K. Yonge faculty members often involve
1423 significant changes in the courses or grade levels taught and the classrooms in which teaching
1424 takes place. An appropriately certified faculty member who volunteers shall be considered for
1425 such changes.

1426

1427 14.13 Equipment for P. K. Yonge Faculty. No faculty member shall be required to purchase
1428 supplies, textbooks, materials, or equipment from personal funds. The principal or designee
1429 shall discuss supply and material needs with each faculty member and shall secure for the
1430 faculty member's classroom use reasonable supplies and materials.

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ARTICLE 15
OFFICE SPACE AND SAFE CONDITIONS

15.1 Office Space.

(a) To the extent possible, The University shall provide each faculty member with office space and office equipment commensurate with assigned responsibilities. Such equipment shall normally include a telephone, a computer, and an internet connection.

(1) Each tenured or tenure-accruing full-time faculty member shall be provided with an enclosed individual office that has a door lock, except in a circumstance where to do so would not be reasonably possible.

(2) Non-tenure-accruing faculty members and part-time faculty members in a department or equivalent unit may be provided office space on a shared basis if it is not possible to provide individual offices, or if such faculty volunteer to share office space.

(3) Full-time faculty members who provide confidential counseling services with the title psychologists, psychiatrists, student counseling specialists or other mental health clinical faculty shall be provided with an enclosed individual lockable office, except in a circumstance where to do so would not be reasonably possible.

(b) Each faculty member shall, consistent with building security, have reasonable access to the faculty member’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.

(c) Change in Office Space. A faculty member shall be notified, if practicable, at least one (1) month prior to a change in the faculty member’s office location or a planned alteration to a faculty member’s office that impedes the faculty member’s work effectiveness. The faculty member shall be provided the reason(s) necessitating the change or alteration. The University shall provide assistance in moving University supplies and equipment.

15.2 Safe Conditions. Whenever a faculty member reports a condition that the faculty member feels represents a potential violation of safety or health rules and regulations, the appropriate administrator shall investigate such conditions. Upon conclusion of the investigation, the appropriate administrator shall inform the faculty member of what action is being taken, if action is necessary. No faculty member shall suffer an adverse employment action for making a report under this section.

ARTICLE 16
TRAVEL

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16.1 Professional Meetings.

(a) Faculty members may attend professional meetings, conferences, and other professional activities, with the approval of the chair or supervisor of the department or equivalent unit whether or not they receive University funding to attend. Approval to attend such activities shall not be unreasonably denied.

(b) Faculty members must initiate a Travel Authorization Request (TAR) and receive their chair's approval prior to any business-related travel.

(c) Allocations of travel funds to department faculty members shall be determined by the chair in accordance with posted written policies jointly developed and agreed to by the chair and department faculty (by a majority vote).

16.2 Reimbursement. The reimbursement rate for expenses in connection with meetings, conferences, or other professional activities shall as specified by Florida law, up to the amount of funding available under department policies.

16.3 Travel Advances. To the extent permitted by law, the University shall provide travel advances, upon request, of up to eighty (80) percent of budgeted expenses for authorized travel.

1490 **ARTICLE 17**

1491 **SUMMER APPOINTMENTS AND ASSIGNMENTS**

1492

1493 17.1 Policy.

1494 (a) Summer appointments are separate and distinct from the nine (9)-month
1495 academic year appointment.

1496

1497 (b) The summer course schedule shall be developed in light of faculty expertise,
1498 student demand, and program and curricular needs of the department, college, and University.
1499 The chair or designee who schedules summer courses shall consult with faculty members about
1500 which courses they are available to teach.

1501

1502 (c) Summer appointments shall be offered not later than five (5) weeks prior to the
1503 beginning of the appointment, if practicable. No nine (9)-month faculty member shall be
1504 required to accept a summer appointment.

1505

1506 (d) The offering of summer appointments to faculty members, including the
1507 determination of which faculty members are qualified to teach any particular course, shall be
1508 made by the chair.

1509

1510 17.2 Summer Appointments.

1511 (a) The summer instructional appointment includes the normal activities related to
1512 the course, such as appropriate course/instructional preparation, lecturing, supervision,
1513 grading, and appropriate availability for consultations and conferences with students in the
1514 course. The summer instructional appointment does not include other credit-generating
1515 activities (such as thesis or dissertation supervision, directed individual studies, supervised
1516 teaching or research/scholarship/creative activities, or supervision of student interns).

1517

1518 (b) Changes in Appointment. When a course is cancelled, the University may offer
1519 a new appointment to a faculty member.

1520

1521 17.3 Compensation.

1522 (a) A faculty member's summer employment contract shall specify the total
1523 compensation provided for the appointment.

1524 (1) For each three-credit-hour course appointment during the summer, a
1525 faculty member shall receive 12.50% of the faculty member's academic year rate of pay.

1526 (2) For each four-credit-hour course appointment during the summer, a
1527 faculty member shall receive 16.66% of the faculty member's academic year rate of pay.

1528 (3) Compensation for courses that are other than three (3) or four (4) credit
1529 hours shall be prorated accordingly.

1530 (4) Units may elect rates of pay that exceed the above.

1531

1532 (b) Other credit-generating activities such as thesis or dissertation supervision,
1533 directed individual studies, supervised teaching or research, or supervision of student interns,

1534 as well as research or service activities, may be assigned by the University during the summer
1535 term. However, no faculty member shall be required to undertake such assigned other credit-
1536 generating activities, or assigned research or service activities, without compensation for that
1537 specific activity in addition to the compensation provided for the faculty member's summer
1538 instructional appointment.

1539
1540 (c) Compensation for summer pay includes retirement compensation.

1541
1542 (d) Any individual directed study courses, supervision of graduate students,
1543 student teacher supervision and off-book courses shall be exempt from the rates above.
1544 Appropriate stipends may be included. These stipends will be reported to UFF-UF as part of the
1545 annual salary report.

1546
1547 (e) Payments for low enrollment courses, off-book programs, UF OnLine, and
1548 studio courses shall be determined by each college, upon recommendation of the appropriate
1549 faculty committee and the College.

1550
1551 (f) Nine (9)- or ten (10)-month faculty members who, for three (3) or more
1552 consecutive years, derive more than thirty percent (30%) of their income from summer
1553 teaching or employment within their department may apply to convert their position into a
1554 twelve (12)-month appointment. This provision does not apply to PKY faculty members. Such
1555 application is subject to the University's approval.

1556
1557 17.4 P. K. Yonge. Faculty members with a summer instructional appointment will be paid at
1558 their salaried hourly rate and shall include two (2) days of the pre-summer course planning and
1559 one (1) hour of planning time per instructional day.

1560 **ARTICLE 18**

1561 **FACULTY MEMBER PERFORMANCE EVALUATIONS AND EVALUATION FILE**

1562
1563 18.1 Performance evaluations are intended to communicate to a faculty member a
1564 qualitative assessment of performance of assigned duties by providing written feedback. Each
1565 faculty member's performance shall be evaluated annually. Faculty shall be evaluated according
1566 to the approved standards and procedures, provided that those standards and procedures were
1567 in place prior to the beginning of the evaluation period. Exempt from such evaluations are
1568 those whose employment is ending before the next annual evaluation.

1569
1570 18.2 Sources of Evaluation.

1571 (a) Faculty Annual Report. Every year, each faculty member shall submit to the
1572 chair a report of the faculty member's activities in teaching, research/scholarship/creative
1573 activities, service, and other University duties.

1574 (1) The University shall specify the required format and minimum content
1575 of the faculty annual report, consistent with the provisions of Sections 18.5 through 18.7.

1576 (2) The annual report shall include any interpretive comments and/or
1577 supporting data that the faculty member deems appropriate in evaluating the faculty member's
1578 performance.

1579
1580 (b) The person responsible for completing the annual evaluation shall also consider
1581 appropriate information from the following sources: immediate supervisor, peers, students,
1582 faculty member/self, other university officials who have responsibility for supervision of the
1583 faculty member, and individuals to whom the faculty member may be responsible in the course
1584 of a service assignment. Any materials used in the evaluation process submitted by persons
1585 other than the faculty member shall be shown to the faculty member, who may attach a
1586 written response.

1587
1588 (c) University Required Student Evaluations. The tabulated results and written
1589 comments of student evaluations of classroom instruction shall be available to the faculty
1590 member no later than thirty (30) days following the end of classes in the semester in which the
1591 evaluation occurred.

1592
1593 18.3 Observation/Visitation. The University may conduct classroom observation or visitation
1594 in connection with the faculty member's evaluation.

1595 (a) The chair shall notify a faculty member at least fifteen (15) days in advance of
1596 the date and time of any direct classroom observation(s) or visitation(s). If the faculty member
1597 determines that this date is not appropriate because of the nature of the class activities
1598 scheduled for that day, the faculty member may suggest a more appropriate date or dates.

1599
1600 (b) Notwithstanding the above, if the chair has received a complaint or other
1601 information that gives rise to immediate concerns about the conduct of the class, the chair may
1602 observe or visit the class at any time without notice to the faculty member.

1603

1604 (c) A written report of the observation/visitation shall be submitted to the faculty
1605 member within two (2) weeks of the observation/visitation. The faculty member shall be
1606 offered the opportunity to discuss the report with the evaluator prior to its being finalized and
1607 placed in the employee's evaluation file and may submit a written reply, which shall be
1608 attached to the report. If the course involved was assigned to the faculty member with less
1609 than six (6) weeks' notice, the report shall include this information.

1611 (d) Peer Assessment. A faculty member has the right to have a peer or colleague to
1612 observe/visit the faculty member's teaching and to have an assessment of that
1613 observation/visitation included as part of the faculty member's annual report. The chair shall
1614 invite the peer evaluator, who may be within the University, a retired colleague, or a colleague
1615 in the same discipline from another university.

1617 18.4 Evaluation Rating Categories. Each faculty member's performance of assigned duties
1618 shall be evaluated according to rating categories defined by the chair and the faculty of the
1619 department. This definition shall identify for each assignment area some representative
1620 examples of the achievements or performance characteristics that would earn each
1621 performance evaluation rating, consistent with a faculty member's assigned duties.

1623 18.5 University Criteria for Annual Performance Evaluations. The annual performance
1624 evaluations shall be based upon assigned duties and shall consider the nature of the
1625 assignments and quality of the performance in terms, where applicable, of:

1626 (a) Teaching effectiveness, including effectiveness in presenting knowledge,
1627 information, and ideas by means or methods such as lecture, discussion, assignment and
1628 recitation, demonstration, laboratory exercise, practical experience, student evaluations,
1629 assessment of and engagement with student work, supervision of graduate students, and direct
1630 consultation with students. The evaluation shall include consideration of:

1631 (1) Effectiveness in presenting knowledge and skills, and effectiveness in
1632 stimulating students' critical thinking and/or creative abilities, the development or revision of
1633 curriculum and course structure, and adherence to accepted standards of professional behavior
1634 in meeting responsibilities to students.

1635 (2) Other assigned university teaching-related duties.

1636 (3) Any relevant materials submitted by the faculty member such as class
1637 notes, syllabi, student exams and assignments, a faculty member's teaching portfolio, results of
1638 peer evaluations of teaching, and any other materials relevant to the faculty member's
1639 instructional assignment.

1640 (4) All information available in forming an assessment of teaching
1641 effectiveness.

1643 (b) Contribution to the discovery of new knowledge, development of new
1644 educational techniques, and other forms of research/scholarship/creative activity.

1645 (1) Evidence of research/scholarship/ creative activity, either print or
1646 electronic, shall include, but not be limited to, published books; chapters in books; articles and
1647 papers in professional journals; musical compositions, paintings, sculpture; works of performing

1648 art; papers presented at meetings of professional societies; reviews, and research and creative
1649 activity that has not yet resulted in publication, display, or performance.

1650 (2) The evaluation shall include consideration of the quality and quantity of
1651 the faculty member's research/scholarship and other creative programs and contributions
1652 during the evaluation period, and recognition by the academic or professional community of
1653 what has been accomplished.

1654
1655 (c) Service within the university and public service that extends professional or
1656 discipline-related contributions to the community; the State, including public schools; and the
1657 national and international community. Such service includes contributions to scholarly and
1658 professional conferences and organizations and unpaid positions on governmental boards,
1659 agencies, and commissions that are beneficial to such groups and individuals.

1660
1661 (d) Participation in the governance processes of the institution through significant
1662 service on committees, councils, and senates, and the faculty member's contributions to the
1663 governance of the institution through participation in regular departmental or college
1664 meetings.

1665
1666 (e) Service for UFF may require a significant commitment of time and shall be
1667 acknowledged in the annual evaluation.

1668
1669 (f) Other assigned university duties, such as advising, counseling, supervision of
1670 interns, and academic administration, or as described in a position description.

1671
1672 18.6 Department Clarifications of University Criteria for Annual Performance Evaluations.
1673 The chair and the faculty in each department/unit shall develop and maintain written
1674 clarifications of the University criteria for annual performance evaluations, in terms tailored to
1675 the department's discipline(s), faculty positions (i.e., tenured or tenure-earning, non-tenure-
1676 earning, library faculty), and assigned duties. Such discipline-specific written clarifications shall
1677 be approved according to the provisions of ARTICLE 9, BYLAWS GOVERNING TERMS AND
1678 CONDITIONS OF EMPLOYMENT.

1679 (a) These discipline-specific clarifications shall

1680 (1) Take into consideration the department's mission and the reasonable
1681 expectations for the different ranks;

1682 (2) Be adaptable to various assigned duties, so that department faculty
1683 have an equitable opportunity to earn merit increases, regardless of their assignments; and

1684 (3) Be detailed enough that a reasonable faculty member should not be
1685 uncertain or confused about what performance or accomplishment is sufficient in teaching,
1686 research/scholarship/creative activity, and service to earn each performance evaluation rating.
1687 The clarifications shall identify for each assignment area some representative examples of the
1688 achievements or performance characteristics that would earn each performance evaluation
1689 rating.

1690
1691 (b) With respect to research/scholarship/creative activity, each department/unit

1692 shall develop discipline-specific clarifications that are consistent with the University’s publicly
1693 articulated mission. These discipline-specific clarifications must also address how the
1694 department values various research/scholarship/creative activities and the outlets in which
1695 candidates might be reasonably expected to publish, exhibit, or perform.
1696

1697 (c) The departmental clarifications for the annual evaluation rating categories shall
1698 assume that the period over which a faculty member’s performance is evaluated is the
1699 preceding year. However, the department chair and faculty member may agree to an
1700 evaluation period for research/scholarship/creative activity of up to three (3) years.
1701

1702 (d) The discipline-specific clarifications must be consistent with the criteria and
1703 procedures described in Sections 18.2 through 18.5.
1704

1705 (e) The procedures, criteria, and clarifications described in Sections 18.2 through
1706 18.6 shall be the sole basis for the annual faculty performance evaluation.
1707

1708 18.7 Annual Evaluation Process. The annual evaluation assesses an employee’s performance
1709 of assigned duties consistent with the criteria specified in Section 18.5 and in departmental by-
1710 laws.

1711 (a) The annual evaluation shall be conducted in the Spring semester, and shall
1712 include evaluation of assigned duties for the Fall and Spring semesters of the current academic
1713 year and the preceding Summer terms, if the faculty member had an appointment in a summer
1714 term.
1715

1716 (b) The chair shall provide to his/her department faculty the form or format for
1717 submission of a faculty member’s annual report no later than January 15.
1718

1719 (c) Each faculty member shall submit to the chair the faculty member’s annual
1720 report no later than April 15.
1721

1722 (d) Faculty committees or other individuals submitting evaluative data that may be
1723 relevant to the annual evaluation shall report to the chair no later than May 15.
1724

1725 (e) The chair’s evaluation shall identify any major performance deficiencies and, if
1726 any such deficiency has been identified, shall provide the faculty member with written feedback
1727 designed to assist the faculty member in improving his/her performance.
1728

1729 (f) No later than July 15 the chair shall provide to the faculty member the written
1730 annual evaluation, and shall attach to the annual evaluation a copy of the faculty member’s
1731 annual report. A faculty member may grieve an annual evaluation under the auspices of
1732 ARTICLE 28 any time after the date of presentation but no later than August 31.

1733 (1) The faculty member shall be offered the opportunity to discuss the
1734 evaluation with the evaluator prior to its being finalized.

1735 (2) The evaluation shall be signed and dated by the person performing the

1736 evaluation and by the faculty member being evaluated, who may attach a concise comment to
1737 the evaluation.

1738
1739 (g) The above deadlines do not apply to P.K. Yonge. P.K. Yonge deadlines shall be in
1740 accordance with state schedules for such.

1741
1742 (h) Nothing prohibits the chair from modifying the annual evaluation based on a
1743 faculty member's written response to the evaluation. A copy of the revised evaluation shall be
1744 provided to the faculty member. The faculty member may append a response to the final
1745 evaluation.

1746
1747 18.8 Sustained Performance Evaluations. Tenured faculty members shall receive a sustained
1748 performance evaluation once every seven (7) years following the award of tenure or their most
1749 recent promotion. The purpose of this process is to evaluate sustained performance during the
1750 previous six (6) years of assigned duties. A faculty member who has received satisfactory annual
1751 evaluations during four (4) or more of the previous six (6) years, including one (1) or more of
1752 the previous two (2) years, shall be rated satisfactory in the sustained performance evaluation.

1753 (a) Only tenured faculty and the chair may participate in the development of
1754 applicable procedures. Sustained performance evaluation procedures shall ensure involvement
1755 of peers at the department level.

1756
1757 (b) The procedures for the sustained performance evaluation shall be made
1758 available to department faculty and included in the department's bylaws.

1759
1760 (c) The documents contained in the faculty member's evaluation file shall be the
1761 sole basis for the sustained performance evaluation.

1762
1763 (d) A faculty member may attach a concise response to the evaluation.

1764
1765 (e) A performance improvement plan resulting from a Sustained Performance
1766 Evaluation shall be developed only for those faculty members whose performance is identified
1767 through the sustained performance evaluation as being consistently unsatisfactory in one (1) or
1768 more areas of assigned duties.

1769
1770 (f) The faculty member and their chair shall work in concert to set expectations
1771 and develop strategies for the performance improvement plan. The plan shall include specific
1772 performance targets and a reasonable time period for achieving the targets. If the faculty
1773 member and the chair are unable to reach agreement on a plan, the dean shall resolve the
1774 issues in dispute.

1775 (1) With approval of the Dean, the University shall provide specific
1776 resources identified in an approved performance improvement plan.

1777 (2) The chair shall meet periodically with the faculty member to review
1778 progress toward meeting the performance targets.

1779 (3) It is the responsibility of the faculty member to attain the performance

1780 targets specified in the performance improvement plan. If the plan identifies specific deadlines
1781 for attaining performance targets and the faculty member fails to attain the targets by the
1782 deadlines, the department/unit has the responsibility to take appropriate actions.

1783

1784 18.9 Proficiency in Spoken English.

1785 (a) A chair, who as part of the annual evaluation, or upon receipt of a complaint,
1786 identifies a faculty member to be potentially deficient in English oral language skills, may
1787 require the faculty member to take an English language proficiency test.

1788

1789 (b) Faculty may continue to be involved in classroom instruction up to one (1)
1790 semester while enrolled in appropriate English language instruction.

1791

1792 (c) Faculty who score below a minimum score specified by the University shall be
1793 assigned appropriate non-classroom duties for the period of oral English language instruction
1794 provided by the University. When such faculty member is eligible to return to classroom
1795 instructional duties the faculty member shall not be disadvantaged by the fact of having been
1796 determined to be deficient in oral English language skills.

1797

1798 (d) It is the responsibility of each faculty member who is found, as part of the
1799 annual evaluation, to be deficient in oral English language skills, to take appropriate actions to
1800 correct these deficiencies. To assist the faculty member in this endeavor, the University shall
1801 provide appropriate oral English language instruction without cost to such faculty members for
1802 a period consistent with their length of appointment and not to exceed two (2) consecutive
1803 semesters. The time the faculty member spends in such instruction shall not be considered part
1804 of the individual assignment or time worked, nor shall the faculty member be disadvantaged by
1805 the fact of participation in such instruction.

1806

1807 (e) If the University determines, as part of the annual evaluation, that one (1) or
1808 more administrations of a test to determine proficiency in oral English language skills is
1809 necessary, the university shall pay the expenses for up to two (2) administrations of the test.
1810 The faculty member shall pay for additional testing that may be necessary.

1811

1812 18.10 Employee Assistance Program. Neither the fact of a faculty member's participation in
1813 an employee assistance program nor information generated by participation in the program,
1814 shall be used as evidence of a performance deficiency within the evaluation process described
1815 in this Article, except for information relating to a faculty member's failure to participate in an
1816 employee assistance program consistent with the terms to which the faculty member and the
1817 University have agreed.

1818

1819 18.11 Evaluation File.

1820 (a) Policy. There shall be one (1) official evaluation file, containing a dated copy of
1821 all documents used in the assignment and evaluation process, other than evaluation for tenure
1822 or promotion, except for course materials, publications, public speeches/presentations, or
1823 papers presented at conferences. When evaluations and other personnel decisions are made,

1824 other than for tenure or promotion, the only documents that shall be considered are those
1825 contained in the official evaluation file, as well as the faculty member's course materials,
1826 publications, public speeches/presentations, or papers presented at conferences that are
1827 referenced in the official evaluation file.

1828 (1) The department chair shall be the custodian of the evaluation file, and a
1829 notice specifying the location of faculty evaluation files shall be posted in each
1830 department/unit.

1831 (2) Documents shall be placed in the evaluation file upon receipt. The
1832 faculty member shall be notified when the document is placed in the evaluation file.

1833 (3) No adverse employment action shall be taken against the faculty
1834 member based upon material in the faculty member's evaluation file that has not been
1835 provided to the faculty member or to which the faculty member has not had an opportunity to
1836 attach a response.

1837

1838 (b) Access. A faculty member may examine the evaluation file, upon reasonable
1839 advance notice, during the regular business hours of the office in which the file is kept,
1840 normally within the same business day, and under such conditions as are necessary to ensure
1841 its integrity and safekeeping.

1842 (1) Upon request, a faculty member may paginate with successive whole
1843 numbers the materials in the file, and may attach a concise statement in response to any item
1844 therein. The University may paginate the materials in the file and shall notify the faculty
1845 member when that pagination will take place.

1846 (2) Upon request, a faculty member shall be provided one (1) free copy of
1847 any material in the evaluation file. Additional copies may be obtained by the faculty member
1848 upon the payment of a reasonable fee for photocopying.

1849 (3) A person designated by the faculty member may examine that faculty
1850 member's evaluation file with the written authorization of the faculty member concerned, and
1851 subject to the same limitations on access that are applicable to the faculty member.

1852

1853 (c) Indemnification. UFF agrees to indemnify and hold the University harmless from
1854 and against any and all liability for any improper, illegal or unauthorized use by UFF of
1855 information contained in such evaluation files.

1856

1857 (d) Anonymous Material. There shall be no anonymous material in the evaluation
1858 file except for numerical summaries of student evaluations that are part of a regular evaluation
1859 procedure of classroom instruction and/or written comments from students obtained as part of
1860 that regular evaluation procedure. If written comments from students in a course are included
1861 in the evaluation file, all of the comments obtained in the same course must be included.

1862

1863 (e) Peer Committee Evaluations. The chair and other faculty of a department may
1864 develop a procedure for peers to evaluate the performance of faculty members, consistent with
1865 other provisions of this Agreement. This procedure shall be approved by the chair and other
1866 faculty and included in the department bylaws. The procedure shall identify how faculty will be
1867 involved in the process, how the faculty member will receive feedback on the peer evaluation,

1868 and whether the evaluation will be included in the faculty member’s official evaluation file.

1869

1870 (f) Removal of Contents. Materials shown to be contrary to fact shall be removed
1871 from the file. This section shall not authorize the removal of materials from the evaluation file
1872 when there is a dispute concerning a matter of judgment or opinion rather than fact. Materials
1873 may also be removed pursuant to the resolution of a grievance. Materials removed from the
1874 evaluation pursuant to this section shall be placed in a separate file with the notation of the
1875 reason for removal from the evaluation files.

1876

1877 (g) Use of Evaluative Material.

1878 (1) Information reflecting the evaluation of a faculty member’s
1879 performance shall be available for inspection only by the faculty member, the faculty member’s
1880 representative, university officials who use the information in carrying out their responsibilities,
1881 peer committees responsible for evaluating the faculty member’s performance, and arbitrators
1882 or others engaged by the parties to resolve disputes, or others by court order. Such limited
1883 access status shall not, however, apply to summary data, by course, for the common “core”
1884 items contained in student course evaluations that have been made available to the public on a
1885 regular basis.

1886 (2) In the event a grievance is filed, the University, UFF grievance
1887 representatives, the arbitrator, and the grievant shall have the right to use, in the grievance
1888 proceedings, copies of materials from the grievant’s evaluation file.

ARTICLE 19
TENURE AND PROMOTION

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1932

19.1 Definition and Policy. Tenure and promotion are critical decisions for the University and for faculty members. In some instances, such as assistant professors seeking tenure and promotion to associate professor, the reviews occur simultaneously. In other instances, only one review (tenure or promotion) occurs. This Article covers the processes, procedures, and criteria used in making the decisions on tenure and/or promotion.

(a) Tenure is one of the principal means by which the quality of the University is developed and maintained. Tenure is attained by the faculty member through distinction in teaching, research/scholarship/creative activity, and/or service to the University and the profession. The granting of tenure is a more critical action than promotion, for it represents a long-term commitment by the University to the individual. The decision to award tenure represents a positive evaluation of the faculty member's total value to the University and potential for the future as evidenced by the faculty member's record.

(1) A faculty member who has been awarded tenure shall have the status of a permanent member of the faculty and remain in the continuing employment of the University until the faculty member resigns or retires; is dismissed for cause under the provisions of ARTICLE 27, DISCIPLINARY ACTION AND JOB ABANDONMENT; or is discontinued from employment pursuant to the layoff provisions of ARTICLE 30, LAYOFF AND RECALL.

(2) Tenure shall be in an academic department or other appropriate administrative unit. With the written approval of the University, the tenure of a faculty member may reside in a center or institute when the research, teaching, and other duties of the faculty member necessitate such a designation.

(3) The same process and procedure shall be applied in cases involving both tenure and promotion. In the case of promotion to Associate Professor with tenure the same criteria shall be applied.

(4) The faculty member's rank, years in rank, or amount of approved leave taken shall not be considered in determining whether the candidate receives tenure.

(5) If a faculty member is considered for tenure at a time other than the last year of the tenure probationary period, the expectations of performance shall be identical to those that would be applicable to that faculty member in the faculty member's last year of the probationary period unless the criteria for tenure have changed as stipulated in Article 19.6.

(6) Upon nomination by the President or designee and approval by the Board of Trustees, tenure shall be granted.

(7) Tenure upon Appointment. The Board of Trustees may grant tenure to a faculty member at the time of initial appointment at the request of the faculty of the affected department(s), the chair and the dean.

a. Requests for tenure upon appointment shall be submitted to the President (or designee) with supporting documentation, including the assessment of the appropriate departmental or unit faculty as stipulated in Article 19.10(c).

b. If the President (or designee) approves the request, the letter of offer of appointment to the nominee shall address the tenure issue by indicating that the recommendation for tenure will be sent to the Board of Trustees for its consideration and

1933 decision. The tenure recommendation shall be acted upon at the first Trustee meeting
1934 immediately following the acceptance of employment.

1935 (8) Tenure shall not extend to administrative appointments.

1936 a. Tenured faculty members appointed to administrative positions
1937 shall retain tenure in the faculty rank.

1938 b. If a tenure-accruing faculty member is appointed to serve in
1939 academic-administrative classifications or administrative positions, he or she shall be eligible
1940 for tenure only in the faculty rank.

1941
1942 (b) Promotion is the appointment of a faculty member to a higher academic rank in
1943 recognition of distinguished performance. Promotion is attained through distinction in
1944 teaching, research/scholarship/creative activity, and/or service to the University and the
1945 profession.

1946 (1) Promotion shall be through an academic department or other
1947 appropriate administrative unit, and faculty members shall carry their rank with them if they
1948 change departments.

1949 (2) If there has been no previous promotion at the University, the
1950 promotion decision shall include an assessment of the faculty member's accomplishments prior
1951 to employment at the University.

1952 (3) In promotion cases involving tenured faculty members, the decision
1953 shall be primarily on assessments of the faculty member's performance since the last
1954 promotion.

1955 (4) All of the faculty member's scholarly publications and other
1956 research/scholarship/creative activity shall be appropriate to consider in assessing whether the
1957 faculty member fulfills the criteria.

1958 (5) The same criteria shall be applied in making or evaluating
1959 recommendations in both tenure and promotion judgments.

1960 (6) The faculty member's years in rank or amount of approved leave taken
1961 shall not be considered in determining whether the candidate receives a promotion.

1962 (7) An eligible faculty member may initiate the application for promotion
1963 whenever the faculty member believes he/she has met the criteria for promotion by notifying
1964 the department chair. Faculty members being considered for promotion may withdraw from
1965 consideration without prejudice.

1966 (8) Consideration for promotion during an administrative appointment shall
1967 be based on the faculty duties and shall not be based on the administrative portion of the
1968 assignment.

1969 (9) No promotion decision shall be based on an assessment that employs
1970 factors not identified in, or standards conflicting with, the established written criteria specified
1971 by the University and clarified in writing by the faculty of the appropriate department in terms
1972 tailored to the department disciplines .

1973
1974 19.2 Eligibility.

1975 (a) Faculty members with the rank of Assistant Professor, Associate Professor,
1976 Professor, Assistant Librarian, Associate Librarian, Librarian, Assistant Curator, Associate

1977 Curator, or Curator shall be eligible for tenure. The University may designate other positions as
1978 tenure-accruing.

1979
1980 (b) Faculty members with the rank of Assistant Professor, Associate Professor,
1981 Clinical Assistant Professor, Clinical Associate Professor, Assistant Librarian, Associate Librarian,
1982 Assistant Curator, Associate Curator, University School Instructor, University School Assistant
1983 Professor, University School Associate Professor, Lecturer, Senior Lecturer, Assistant Engineer,
1984 Associate Engineer, Assistant Scholar, Associate Scholar, Assistant Scientist, and Associate
1985 Scientist shall be eligible for promotion.

1986
1987 (c) Faculty members with the rank of Assistant In_____and Associate In_
1988 _____may apply for promotion. For this title series, the Dean makes the final decision
1989 on promotion.

1990
1991 19.3 Tenure Probationary Period.
1992 (a) A faculty member in a tenure-accruing position shall be considered and
1993 recommended for tenure or given notice of non-renewal by the end of the tenure probationary
1994 period pursuant to the non-renewal provisions of this Agreement.

1995
1996 (b) "Tenure probationary period" is defined as that period of academic service in a
1997 tenure-accruing position at the University of Florida by the end of which the faculty member
1998 must be recommended for tenure or given notice of non-renewal. The tenure probationary
1999 period for each faculty member in a college shall be as follows:

- 2000
2001 College of The Arts—7 years
2002 College of Business Administration—7 years
2003 College of Design, Construction and Planning—7 years
2004 College of Education—6 years
2005 College of Engineering—6 years
2006 College of Health and Human Performance—7 years
2007 College of Journalism and Communications—6 years
2008 College of Liberal Arts and Sciences—7 years
2009 Florida Museum of Natural History—6 years
2010 University Libraries—7 years

2011
2012 (c) No faculty member shall be required to apply for tenure earlier than the end of
2013 the probationary period, although any faculty member may apply as soon as the faculty
2014 member has met the criteria for tenure. A faculty member must request to be nominated for
2015 tenure no later than July 1 of the last year of the tenure probationary period.

2016
2017 (d) Definition of Qualifying Service.
2018 (1) One (1) year of academic service for those on academic year
2019 appointments shall mean employment at 1.0 FTE during academic year beginning with the Fall
2020 term. Employment for one semester shall constitute one-half year of academic service for those

2021 on academic-year appointments. One (1) year of service for those on twelve (12)-month
2022 appointments shall mean employment at 1.0 FTE for the year. A twelve (12)-month faculty
2023 member should be employed by November 7 for the employment to count as one (1) year of
2024 eligibility.

2025 (2) Faculty members on a less than 1.0 FTE appointment shall earn credit
2026 toward tenure and/or qualifying service on a pro-rated basis.

2027 (3) Time spent under joint appointment or exchange, on a duly established
2028 personnel exchange program, or on a special assignment for the benefit of the University, shall
2029 be considered a part of the tenure probationary period, unless there is an agreement to the
2030 contrary between the faculty member and the University prior to the commencement of the
2031 joint appointment, exchange, or special assignment.

2032 (4) A semester in which a faculty member is on a leave of absence shall not
2033 be considered a part of the tenure probationary period unless the primary purpose of the leave
2034 is to conduct research or there is an agreement to the contrary in writing between the faculty
2035 member and the Office of the Provost prior to the commencement of the leave.

2036 (5) A semester in which a faculty member is on reduced full-time equivalent
2037 (FTE) compensated leave shall not be considered a part of the tenure probationary period
2038 unless the primary purpose of the leave is to conduct research or there is an agreement to the
2039 contrary in writing between the faculty member and the Office of the Provost prior to the
2040 commencement of the leave.

2041 (6) Except as noted above, a faculty member on unpaid leave for ten (10) or
2042 more business days during a semester shall not have that semester counted toward the tenure
2043 probationary period, unless mutually agreed otherwise by the faculty member and the
2044 University.

2045
2046 (e) Faculty appointed to a tenure-accruing position at less than 1.00 full-time
2047 equivalent (FTE) shall be awarded tenure at the percentage of FTE assigned at the time of the
2048 initial appointment in the tenure-accruing position.

2049
2050 19.4 Extension of the Probationary Period.

2051 (a) A one (1)-year extension of the probationary period shall be granted when:

2052 (1) The faculty member becomes a biological or adoptive parent, or
2053 otherwise has significant care responsibilities for a newborn, a newly adopted child, or a child
2054 received into a licensed family foster home or any other situation in which a faculty member,
2055 domestic partner, or spouse becomes a legal guardian of a child; or

2056 (2) The faculty member cares for an "immediate family member"
2057 who is seriously ill for an extended period and for whom the faculty member has significant
2058 care responsibilities.

2059
2060 (b) Any faculty member requesting an extension of the probationary period must
2061 make such request in writing to the faculty member's department chair. The submission may be
2062 made at any time, but no later than March 1 prior to the final year of the probationary period.
2063 The written request must set forth the circumstances and include appropriate supporting
2064 documentation. Recommendations from the department and college level must indicate

2065 agreement or disagreement with the request and shall be forwarded to the Provost who has
2066 final authority to approve or disapprove the request, but a request made under Section 19.4(a)
2067 shall be disapproved only if the requirements of Section 19.4(a) are not met or if appropriate
2068 documentation is not furnished if requested.

2069
2070 (c) In addition to the above, in exceptional circumstances a faculty member may
2071 request a one (1)-year extension of the probationary period to allow the candidate to
2072 demonstrate professional excellence and capacity for future academic productivity. Such
2073 application shall be made before the President's final decision on the tenure nomination.

2074
2075 (d) The maximum extension of the probationary period that a faculty member can
2076 obtain under Section 19.4(a) is two (2) years.

2077
2078 19.5 Criteria. The awarding of tenure or promotion shall be a result of meritorious
2079 performance and shall be based on established written criteria specified by the University and
2080 clarified in writing by the faculty of the appropriate department in terms tailored to the
2081 department disciplines.

2082 (a) The criteria for the granting of tenure or promotion shall be relevant to the
2083 performance of the work that the faculty member has been assigned to do and to the faculty
2084 member's responsibilities as a member of the University community.

2085
2086 (b) These criteria recognize three (3) broad categories of academic service as
2087 follows:

2088 (1) Instruction, including regular classroom teaching, laboratory, field,
2089 clinical, and performance instruction, serving on or directing thesis or dissertation committees,
2090 and other instructional activities;

2091 (2) Research or other creative activities, including scholarly publications;
2092 and

2093 (3) Professional or public service.

2094
2095 (c) In most cases, tenure or promotion requires distinction in two (2) of the three
2096 (3) categories, one of which shall be the one designated as the faculty member's primary
2097 responsibility. In the case in which a non-tenure accruing faculty member's assignment is
2098 exclusively or almost exclusively in one category, distinction must be demonstrated in this
2099 category alone. "Distinction" in the categories shall be defined by each college and clarified in
2100 writing by the faculty of the appropriate department in terms tailored to the department
2101 disciplines and consistent with University standards.

2102
2103 (d) Department Clarifications of University Criteria. The chair and the faculty in
2104 each department shall develop and maintain written clarifications of the University's tenure
2105 and promotion criteria in terms tailored to the department's discipline(s) and assigned duties
2106 and consistent with University standards. Such discipline-specific written clarifications shall be
2107 approved according to the provisions of ARTICLE 9, BYLAWS GOVERNING TERMS AND
2108 CONDITIONS OF EMPLOYMENT.

2109 (1) These discipline-specific clarifications shall
2110 a. Be adaptable to various assigned duties;
2111 b. Be detailed enough that a reasonable faculty member should be
2112 informed about the performance or accomplishment expectations necessary to earn tenure or
2113 promotion, assuming that the accomplishments are of sufficient quality; and
2114 c. Identify some representative examples of the achievements or
2115 performance characteristics that would qualify for tenure or promotion if the requirement of
2116 distinction were met.

2117 (2) With respect to research/scholarship/creative activity, these discipline-
2118 specific clarifications shall address how the department values these activities and the outlets
2119 in which candidates might be reasonably expected to publish, exhibit, or perform.
2120

2121 (e) In assessing whether the faculty member has satisfied the criteria, the quality
2122 of the faculty member's performance shall be evaluated by the procedures outlined in this
2123 Article and Article 18.5 related to Faculty Member Performance Evaluations and Evaluation File.
2124 The decision shall take into account annual assignments and annual performance evaluations.
2125

2126 (f) These criteria shall be available in the department and college offices and
2127 posted on the department and college websites. All such criteria shall also be provided to UFF.
2128

2129 19.6 Changes in Criteria for Tenure and Promotion. The University may modify the criteria
2130 for tenure and promotion so long as UFF has been notified of the proposed changes and
2131 offered an opportunity to bargain such changes.

2132 (a) Changes to discipline-specific departmental clarifications of the University
2133 criteria shall be developed and approved according to the BYLAWS Article.
2134

2135 (b) Changes in criteria, including the discipline-specific departmental clarifications
2136 of those criteria, shall not become effective until one (1) year following adoption of the
2137 changes, unless mutually agreed to in writing by UFF President and the University. The date of
2138 adoption shall be the date on which the University President or designee approves the changes.
2139

2140 (c) Effect on Faculty Members. If a faculty member has at least three (3) years of
2141 tenure-earning credit as of the date on which the new tenure and promotion criteria are
2142 adopted, the faculty member shall be evaluated under the criteria as they existed prior to
2143 modification, unless the faculty member notifies the University prior to commencement of the
2144 tenure or promotion consideration that the faculty member chooses to be evaluated under the
2145 modified criteria.
2146

2147 19.7 Progress Toward Tenure. Midterm Review Assessing Progress Toward Tenure. A special
2148 midterm review shall be conducted for faculty members during the third year of the tenure
2149 probationary period. The purpose of this appraisal shall be to assess the faculty member's
2150 progress toward meeting the criteria for tenure and to provide assessments, suggestions, and
2151 guidance to assist the faculty member in fulfilling the University's tenure criteria.

2152 (a) Faculty members of each department shall develop a procedure for conducting

2153 the review. This procedure must:

2154 (1) Identify how the tenured faculty members of the department will be
2155 involved in the appraisal and how the faculty member will be provided feedback regarding the
2156 analysis of progress toward tenure; and

2157 (2) Include an evaluation by the department chair and the dean of the
2158 faculty member's progress toward meeting the criteria for tenure.

2159
2160 (b) The faculty member under review shall compile an appraisal dossier containing
2161 the same kind of information as would be in a tenure dossier but without letters of evaluation.
2162 The department chair shall provide to the faculty member the following materials for inclusion
2163 in the dossier:

2164 (1) Annual Assigned Activity, including the proportions of the faculty
2165 member's assignments, reported on the annual activities report that have been devoted to
2166 teaching, scholarship and service;

2167 (2) Tenure Criteria for the University and the department's written
2168 discipline-specific clarifications of those criteria;

2169 (3) Peer evaluations; and

2170 (4) The faculty member's Annual Evaluations.

2171

2172 (c) Tenured faculty members of the appropriate department shall review the
2173 appraisal dossier and meet with the department chair to assess whether the faculty member
2174 under review is making satisfactory progress toward tenure, according to the kinds of
2175 expectations and indications of success that are appropriate at this point in the tenure
2176 probationary period.

2177

2178 (d) No later than the end of the semester, the results of the review shall be shared
2179 with the faculty member. These results shall include any recommendations about how the
2180 faculty member might improve his/her performance and tenure dossier and what assistance
2181 might be available in the department, college, and University to address candidate needs and
2182 improve performance. Upon request, the faculty member shall be provided the opportunity to
2183 meet with the chair and/or the dean to discuss the review.

2184

2185 (e) The appraisal process shall be confidential to the extent permitted by law and
2186 internal to the department and the college office. Consequently, the appraisal shall not be
2187 placed in the faculty member's evaluation file and shall not be included in the faculty member's
2188 subsequent tenure dossier.

2189

2190 19.8 Non-Tenure Track Progress Toward Promotion. While there is no probationary period
2191 for promotion within the non-tenure accruing ranks, progress through the ranks for non-tenure
2192 track faculty should generally follow the same period of academic service in a position at the
2193 University of Florida as for tenure-track faculty.

2194 (a) Criteria for Promotion. All departments that employ non-tenure track faculty
2195 members shall develop criteria for promotion specific to non-tenure track faculty within that
2196 department. These criteria shall be incorporated into the department's bylaws and comply with

2197 relevant promotion guidelines outlined in this Article. Non-tenure track faculty shall be
2198 permitted to vote on these criteria for promotion, regardless of their voting rights in other
2199 departmental matters.

2200

2201 (b) Progress-to-Promotion (PtP) Review: All departments that employ non-tenure
2202 track faculty shall develop a progress-to-promotion (PtP) review process. A description of this
2203 process shall be incorporated into the department's bylaws and comply with relevant review
2204 guidelines outlined in this Article. Non-tenure track faculty shall be permitted to vote on this
2205 process, regardless of their voting rights in other departmental matters.

2206 (1) The purpose of this appraisal shall be to assess the faculty member's
2207 progress toward meeting the criteria for promotion and to provide assessments, suggestions,
2208 and guidance to assist the faculty member in fulfilling the University's, College's, and
2209 Department's criteria. A faculty member who declines to be reviewed under this PtP process
2210 must do so in writing by submitting a letter to their chair/director by January 10th.

2211 (2) The faculty member under review shall compile an appraisal dossier
2212 containing the same kind of information as would be included in the promotion dossier minus
2213 external letters of evaluation. The department chair shall provide to the faculty member the
2214 following materials for inclusion in the dossier:

2215 a. Annual Assigned Activity, including the proportions of the faculty
2216 member's assignments, reported on the annual activities report that have been devoted to
2217 teaching, scholarship, and service;

2218 b. Departmental criteria for promotion;

2219 c. Peer evaluations; and

2220 d. The faculty member's Annual Evaluations.

2221 (3) The PtP review process must:

2222 a. Identify, when applicable, how the tenured faculty members of
2223 the department will be involved in the appraisal of non-tenure track faculty members and how
2224 the faculty member under review will be provided feedback regarding progress toward
2225 promotion; and

2226 b. Include an evaluation by the faculty member's department chair
2227 and dean concerning their progress toward meeting promotion criteria.

2228 (4) Faculty members senior in rank (including both tenure-track and non-
2229 tenure track faculty) and eligible to vote on promotion within the appropriate department shall
2230 review the appraisal dossier and meet with the department chair to assess whether the faculty
2231 member under review is making satisfactory progress toward promotion, according to the kinds
2232 of expectations and indications of success that are appropriate at this point in faculty service.

2233 (5) The results of the review shall be shared with the faculty member no
2234 later than six months after the start of the process. These results shall include any
2235 recommendations about how the faculty member might improve their performance and
2236 promotion dossier and what assistance might be available in the department, college, and
2237 University to address candidate needs and improve performance. Upon request, the faculty
2238 member shall be provided the opportunity to meet with the chair and/or the dean to discuss
2239 the review.

2240 (6) The appraisal process shall be confidential to the extent permitted by law

2241 and internal to the department and the college office. Consequently, the appraisal shall not be
2242 placed in the faculty member's evaluation file and shall not be included in the faculty member's
2243 subsequent promotion dossier.

2244

2245 19.9 Initiation of the Tenure or Promotion Review Process.

2246 (a) The department chair shall initiate the tenure or promotion nomination upon
2247 written request. A faculty member shall apply no later than July 1 for tenure or promotion
2248 consideration.

2249

2250 (b) The process begins when the appropriate department chair notifies the faculty
2251 member of his/her nomination or the faculty member provides the department chair with
2252 written notification of candidacy.

2253

2254 (c) Faculty eligible for tenure or promotion shall be provided with the URL of the
2255 department's written clarifications of the University criteria, "The University's Guidelines and
2256 Information Regarding the Tenure, Permanent Status and Promotion Process," and other
2257 materials, information, and forms that are used in the preparation of the dossier.

2258

2259 (d) The department chair shall inform the nominated faculty member about
2260 deadlines in the review process.

2261

2262 (e) Outside Letters of Evaluation. The University shall solicit evaluation of the
2263 candidate's research/scholarship/creative activities from qualified scholars in pertinent
2264 disciplines outside the University.

2265 (1) The candidate shall submit a list of names to the chair. The chair shall be
2266 responsible for choosing the individuals who will be requested to submit letters of evaluation,
2267 provided that at least one-half of the evaluators who agree to write letters come from the
2268 candidate's list. If an insufficient number of individuals agree to serve as evaluators, the
2269 candidate shall submit additional names, as necessary.

2270 (2) The chair shall send the same standard solicitation letter to the qualified
2271 scholars as necessary. The letter shall have appended to it the University criteria and the
2272 department's written discipline-specific clarifications. The evaluators will be asked to assess the
2273 candidate's research performance in order to determine whether it

2274 a. Satisfies the University criteria for tenure or promotion as
2275 clarified in writing by the candidate's department;

2276 b. Represents a significant contribution to the field; and

2277 c. Is comparable to the research performance of successful tenure
2278 or promotion candidates at the same stage in their careers at comparable public research
2279 universities.

2280 (3) All solicited letters that have been received must be included in the
2281 tenure dossier.

2282 (4) Candidates must, in writing, either waive or decline to waive the right to
2283 view the letters of evaluation before such letters are solicited. Letters of evaluation must be
2284 available to the candidate for review unless the candidate executes a written waiver of her/his

2285 right to view the solicited letters of evaluation. No candidate shall be penalized for declining to
2286 waive this right.

2287 (5) The evaluators also shall be notified whether the candidate has or has
2288 not waived the right to view the letters.

2289 (6) While the standard number of letters is not fewer than five (5), nor
2290 more than six (6), a college may elect to require a different number of outside letters, provided
2291 that all of the following conditions are met:

2292 a. Any change in the number of required outside letters must be
2293 voted on in a publicly noticed meeting and approved by a two-thirds majority of the tenured
2294 and tenure-accruing faculty in the college.

2295 b. The range in the new number of required outside letters must
2296 remain no more than one (1), e.g., "no fewer than three and no more than four." The number
2297 of names submitted by the candidate shall be adjusted to be one (1) more than the top of the
2298 range.

2299
2300 (f) Tenure or Promotion Dossier.

2301 (1) The only documents, information, or materials that shall be considered
2302 in making a tenure or promotion recommendation are those included in the dossier.

2303 (2) The department chair shall advise the candidate in the preparation of
2304 the dossier. However, it shall be the responsibility of the faculty member to see that the dossier
2305 is complete and contains all the information that the faculty member believes is pertinent to
2306 the nomination.

2307 (3) The dossier shall consist of the following stipulated materials, plus any
2308 other evidence the candidate chooses to present to support the candidacy. The candidate shall
2309 ensure that the dossier includes all of the materials required in this subsection and that the
2310 materials are in the following format, which may be further specified in the "Guidelines and
2311 Information Regarding the Tenure, Permanent Status and Promotion Process" provided that
2312 such specifications are consistent with the provisions of this Agreement:

2313 1. Nominee information cover page;
2314 2. Brief description of job duties;
2315 3. Areas of specialization;
2316 4. Assigned activity;
2317 5. Educational background;
2318 6. Employment;
2319 7. Year tenure was awarded;
2320 8. The university's tenure criteria, the college's clarification of those

2321 criteria, and the appropriate department's applicable written discipline-specific clarifications of
2322 those criteria;

2323 9. Teaching, advising, and instructional accomplishments;

2324 10. Teaching evaluations;

2325 11. Educational portfolio;

2326 12. Graduate committee activities;

2327 13. Contribution to discipline narrative;

2328 14. Creative works or activities;

- 2329 15. Patents and copyrights;
 2330 16. Publications;
 2331 17. Lectures, speeches, or posters presented at professional
 2332 conferences/meetings;
 2333 18. Contracts and grants;
 2334 19. Service Narrative;
 2335 20. University governance and service;
 2336 21. Consultations outside the university;
 2337 22. Editor of a scholarly journal, service on an editorial advisory
 2338 board, or reviewer for a scholarly journal;
 2339 23. International activities;
 2340 24. Extension program;
 2341 25. Clinical service or clinical activities;
 2342 26. Service to schools;
 2343 27. Membership and activities in the profession;
 2344 28. Honors;
 2345 29. Chair's/director's letter;
 2346 30. Dean's letter;
 2347 31. Sample letter to evaluators and bio-sketches of individuals
 2348 writing solicited letters of evaluation;
 2349 32. Letters of evaluation;
 2350 33. Copies of the last five annual letters of evaluation, where
 2351 applicable; and
 2352 34. Further information (any additional materials that the candidate
 2353 believes is pertinent).

2354 (4) Any documents that have been added to the dossier after the
 2355 commencement of consideration shall be appended at the end of the dossier and shall indicate
 2356 the individual who requested the additional document, the date the document was added, and
 2357 the reasons why the document was included. If the chair or the dean revises his/her letter, the
 2358 revised letter replaces the previous one. Only the revised letter is available for subsequent
 2359 levels of review, and the candidate may append a response to the revised letter.

2360 (5) The contents of the dossier shall be available for inspection only by the
 2361 candidate, University officials who use the information in carrying out their responsibilities, the
 2362 faculty who are charged with the responsibility of evaluating the candidate's performance, and
 2363 pursuant to Florida law.
 2364

2365 (g) Candidate's Verification of the Dossier. Before there can be a consideration of a
 2366 candidacy for tenure or promotion, the candidate must review the dossier to ensure that it is
 2367 complete and contains all the information that the candidate believes is pertinent to the
 2368 candidacy, and certify completeness in the online system.

2369 (1) Prior to the review of the nomination and at any point in the review
 2370 process, the candidate shall have the right to review the contents of the dossier and may attach
 2371 a concise written response to any material in it. If the candidate has waived the right to review
 2372 the letters of evaluation, these shall not be made available to the faculty member.

2373 (2) The candidate shall verify (electronically) the completeness of the
2374 dossier prior to the department review.

2375 (3) After the verifying statement(s) have been signed, a copy of the
2376 completed dossier shall be available to the candidate, except that if the candidate has waived
2377 the right to see letters of evaluation such letters will not be available to the candidate.
2378

2379 (h) Alterations to the Dossier.

2380 (1) After the candidate's verification of the dossier, no materials shall be
2381 added to, deleted from, or changed in the dossier without the candidate's consent, except for:

2382 a. Information as specified above, which may have been
2383 inadvertently omitted or incorrectly entered;

2384 b. The written assessments and recommendations of faculty
2385 committees and administrators who are charged with making recommendations regarding the
2386 candidate's application, and the candidate's response to these, if any; and

2387 c. Clarification, documentation or validation of assertions made by
2388 the candidate, when requested in writing by official reviewing faculty committees and
2389 administrators.

2390 (2) Candidates shall not be required to provide additional information or
2391 materials clarifying areas that are not referenced in Sections 19.9(f) and 19.9(h)(1), above, nor
2392 shall candidates be penalized or disadvantaged for refusing to provide such unrequired
2393 information or materials.

2394 (3) The candidate may add, delete, or change materials that directly pertain
2395 to the dossier by supplying a copy to the appropriate administrator, provided that after any
2396 such alteration the dossier contains all of the required materials. The date of inclusion or
2397 alteration in dossier shall be recorded in the dossier.

2398 (4) If any material is added to, deleted from, or changed in the dossier by
2399 anyone other than the candidate after the commencement of the consideration process,
2400 including results of the assessments and copies of both the chair's and the dean's letters, a copy
2401 of any such additions, deletions, or changes, other than letters of evaluation to which the
2402 faculty member has waived the right to review, shall be available to the candidate as soon as
2403 entered into the on-line system. Within ten (10) days of receipt of the material, the candidate
2404 may supply a concise response, which shall be added to the tenure dossier. The dossier shall
2405 not be forwarded until either the candidate submits a response, indicates in writing that he/she
2406 will not be making a response, or until ten (10) days have elapsed from the date of the
2407 candidate's receipt of additional or changed material, whichever occurs first.

2408 (5) Except by consent of the candidate, there shall be no anonymous
2409 material in the dossier except for numerical summaries of student evaluations that are part of
2410 the regular evaluation procedure of classroom instruction and/or written comments from
2411 students obtained as part of that regular evaluation procedure. If written comments from
2412 students in a course are included in the dossier, all of the comments obtained in the same
2413 course must be included.

2414 (6) Materials in the file shown to be contrary to fact shall be corrected
2415 before a review of the file can continue. This section shall not authorize the alteration of
2416 materials in the evaluation file when there is a dispute concerning a matter of judgment or

2417 opinion.

2418

2419 19.10 Tenure or Promotion Review and Recommendation Procedures. Recommendations for
2420 the awarding of tenure or promotion shall proceed through the following levels of review:
2421 eligible department faculty, department chair, college Tenure and Promotion Committee, dean
2422 (or director in the case of the Florida Museum of Natural History), and the University Academic
2423 Personnel Board, and President or designee. At all levels the participants shall be provided with
2424 the University criteria, clarifications of the criteria by the College, and departmental discipline-
2425 specific clarifications of the criteria. Recommendations by the President or designee to grant
2426 tenure shall be forwarded to the Board of Trustees for final decision. All recommendations in
2427 this process, along with any candidate responses to those recommendations, shall be included
2428 in the dossier prior to the dossier being forwarded to the next review step.

2429 (a) Faculty and administrators participating in a review are advised to consult the
2430 TENURE AND PROMOTION Article. The administrator at each level shall be responsible for
2431 ensuring that the review at that level is conducted in a manner consistent with the provisions of
2432 the TENURE AND PROMOTION Article.

2433

2434 (b) The dossier must be forwarded to each level of review unless the candidate
2435 withdraws.

2436

2437 (c) Review and Assessment by Department Faculty.

2438 (1) If a department uses a committee to provide a written assessment of
2439 the candidate's qualifications for tenure or promotion, the department committee shall submit
2440 its written assessment to the department chair, who shall give a copy to the candidate. The
2441 candidate shall have seven (7) days from receipt of the written assessment to append a written
2442 response. The chair shall share the committee's written assessment and the candidate's written
2443 response with the faculty before they meet to discuss and provide an assessment, by secret
2444 poll, of whether or not the candidate meets the criteria for tenure or promotion.

2445 (2) The eligible faculty members of the department shall review the dossier
2446 and any materials referenced in it and shall meet to discuss the nomination. After the
2447 discussion, eligible departmental faculty must provide an assessment, by secret poll, of whether
2448 or not the candidate meets the criteria for tenure or promotion. In tenure cases, only tenured
2449 faculty members may register an assessment; in promotion cases, only those with a rank above
2450 the candidate may register an assessment. The chair shall not participate in the secret poll. The
2451 chair's evaluative letter of 19.10(c)(4) and 19.10(d) serves as her/his vote.

2452 (3) If department policy provides for input from another unit in which the
2453 candidate holds an appointment, whether it is in the form of written comments or assessments
2454 by secret poll, that input shall be advisory only.

2455 (4) The chair shall report the departmental assessments on the Nominee
2456 Information Cover Sheet of the dossier (i.e., for, against, abstaining, and absent). The number
2457 of faculty providing assessments for, against, abstaining, and absent shall equal the total
2458 number of faculty members of the department eligible to participate in this process according
2459 to this collective bargaining agreement.

2460

2461 (d) Department Chair's Review and Recommendation. After reviewing the
2462 candidate's dossier, the department chair shall submit an evaluative letter assessing the
2463 candidate's qualifications with reference to the department's written discipline-specific
2464 clarifications of the University's tenure criteria and make a positive or a negative
2465 recommendation. The chair's letter may explain or clarify such issues as exceptional
2466 assignments, unique contributions or unusual assessments.

2467 (1) The candidate shall have ten (10) days from receipt of the department
2468 chair's letter to submit a written response before the dossier moves to the next level.

2469 (2) The candidate's dossier shall be forwarded to the College Tenure and
2470 Promotion Committee for consideration.

2471

2472 (e) Review by the College Tenure and Promotion Committee.

2473 (1) The Committee shall be comprised of tenured faculty members in the
2474 college. No less than one-half of the committee members shall be elected by the tenured
2475 faculty members of the college. Only those with a rank above the candidate may vote in
2476 promotion cases.

2477 (2) The College Tenure and Promotion Committee shall review the
2478 candidate's dossier and report on its strengths and weaknesses of the record in terms of the
2479 University's criteria and the appropriate department's applicable written discipline-specific
2480 clarifications of those criteria.

2481 (3) Evaluations of a candidate's performance shall be based on the
2482 candidate's assigned duties.

2483 (4) If there are questions about a dossier, the Committee through its
2484 secretary shall notify the chair and the candidate, so they may respond.

2485 (5) The Committee shall provide recorded individual assessments to the
2486 dean as part of its fact-finding and consultative role.

2487 a. An individual assessment shall consist of a committee member's
2488 indicating whether or not the candidate meets the University standards for tenure or
2489 promotion in terms of the College's clarifications of those standards, and the appropriate
2490 department's applicable written discipline-specific clarifications of those standards as approved
2491 by the College.

2492 b. The individual faculty members making the assessment shall not
2493 be identified.

2494 (6) After reviewing each candidate's dossier, including the written
2495 assessments and recommendations of the department chair, members of the College Tenure
2496 and Promotion Committee shall meet with the dean to share their assessments.

2497

2498 (h) Dean's Review and Recommendation.

2499 (1) After reviewing the candidate's dossier the dean shall submit an
2500 evaluative letter assessing the candidate's qualifications for tenure or promotion in terms of the
2501 University's criteria, the College's clarification of those criteria, and the department's written
2502 discipline-specific clarifications of those criteria and make a positive or a negative
2503 recommendation. The dean's letter shall explain or clarify such issues as exceptional
2504 assignments, unique contributions, or unusual assessments.

2505 (2) The dean shall enter the letter into the online promotion and tenure
2506 system, which will make it immediately available to the candidate and the chair.
2507 (3) The candidate shall have ten (10) days from receipt of the dean's letter
2508 to request a meeting with the dean or submit a written response.
2509 (4) The dean shall not forward the dossier until either the candidate
2510 submits a response, indicates in writing that he/she will not be making a response, or the ten
2511 (10) day period for responding expires, whichever occurs first. The dean must sign the
2512 nomination indicating endorsement or lack of endorsement for the nomination before it can be
2513 forwarded to the University Academic Personnel Board.

2514
2515 (i) Review by the University Academic Personnel Board.

2516 (1) The Academic Personnel Board shall serve in a fact-finding and
2517 consultative role. It shall assess the candidate's dossier according to the criteria and report its
2518 assessment to the President or designee.

2519 (2) If there are questions about a dossier, the Academic Personnel Board
2520 shall notify electronically those affected.

2521 (3) The candidate's dossier shall be forwarded to the President or designee
2522 for consideration.

2523
2524 (j) President's Review and Recommendation.

2525 (1) After reviewing the candidate's dossier and consulting with the
2526 Academic Personnel Board, the President or designee shall make a final determination
2527 regarding whether to nominate the candidate for tenure to the Board of Trustees.

2528 (2) After reviewing the candidate's dossier and consulting with the
2529 Academic Personnel Board, the President or designee shall make the final decision regarding
2530 whether to promote a candidate.

2531 (3) The President or designee shall notify the dean of a potential negative
2532 decision, who shall notify the department chair and the candidate not less than ten (10) days
2533 before the President's or designee's official notification of the decision on tenure or promotion.

2534
2535 19.11 Tenure and/or Promotion Decisions.

2536 (a) Tenure. By the end of the tenure probationary period, a faculty member shall
2537 be awarded tenure, be given notice that further employment will not be offered pursuant to
2538 the non-renewal provisions of this Agreement, or resign. The Board of Trustees shall make the
2539 final decision to award tenure. Faculty members who withdraw from consideration during the
2540 last year of the probationary period will be non-renewed unless the chair concurs in a
2541 resignation.

2542
2543 (b) Promotion. The President or designee shall make the final decision whether to
2544 promote a candidate, except for those in the Assistant In _____ series, which shall be
2545 decided by the dean.

2546
2547 (c) Faculty members being considered for tenure or promotion may withdraw from
2548 consideration provided that the withdrawal is made before the President's official notification

2549 of the decision. Except for candidates in their final year of the probationary period, such
2550 withdrawal shall be without prejudice.

2551

2552 (d) Tenure decisions shall normally be made at the June Trustees meeting, and
2553 tenure or promotion will be effective on July 1 for twelve (12)-month faculty members and at
2554 the beginning of the academic year for nine (9)- and ten (10)-month (academic-year) faculty
2555 members.

2556

2557 (e) Decisions on tenure as a condition of employment shall normally be made at
2558 the Trustees meeting immediately following the acceptance of employment.

2559

2560 (f) Explanation for denial. The faculty member shall be notified in writing, by the
2561 President or designee immediately, or as soon thereafter as possible, of the final action taken
2562 on the nomination for promotion. If the faculty member is denied promotion, the notice shall
2563 include an explanation of the reason(s) for the denial. This "explanation" shall be defined using
2564 the standard dictionary definition: "a statement or account that makes something clear."

2565

2566 (g) Promotion and Tenure Materials and Discussions. All records reflecting
2567 evaluations of employee performance compiled for promotion and/or tenure, including records
2568 of any discussions of these evaluations, shall be regarded as "limited access records" (see FS
2569 1012.91 Personnel records for reference) and shall be made known only to those individuals
2570 who are required to participate in making recommendations or making the decision unless
2571 otherwise required by law. All such discussions shall be considered confidential. If witness to a
2572 potential violation (whether a violation of a University regulation or policy, a CBA provision,
2573 state or federal law, or other violation), that individual shall not be subject to discipline for
2574 reporting potential violations to the appropriate body (including but not limited to HR, UFF,
2575 EEOC, ADA office). This language shall not be construed as a waiver of any bargaining unit
2576 member's right to grant access to their personnel records to a representative of their choosing
2577 (e.g., UFF, legal counsel).

2578 **ARTICLE 20**

2579 **SABBATICALS AND PROFESSIONAL DEVELOPMENT PROGRAMS**

2580
2581 20.1 Sabbaticals. The parties agree that research and development programs are intended
2582 to advance the abilities of faculty members and to strengthen the university as well. Such
2583 programs contribute significantly to the quality and success of research universities. Sabbaticals
2584 are granted to tenured faculty members to permit them to engage in intensive programs of
2585 research and/or study. Sabbaticals constitute a research assignment and are granted to faculty
2586 members to enable them to further their research or other creative activities, to improve
2587 teaching skills, to enhance the university's distinction and a faculty member's value to the
2588 university. Sabbaticals are granted in a process described in this Article.

2589
2590 20.2 Sabbatical Eligibility. Full-time tenured faculty members with at least six (6) years of
2591 full-time service at the University who have not taken a sabbatical within the last six (6) years
2592 are eligible for sabbaticals. A faculty member may apply for a sabbatical in the year prior to
2593 eligibility, provided that the faculty member is eligible when the sabbatical is taken.

2594
2595 20.3 Sabbatical Allocations.

2596 (a) The University will allocate one hundred forty (140) semester units of
2597 sabbatical each fiscal year. The University will distribute this sabbatical allocation to each of the
2598 colleges in proportion to the number of eligible faculty. The University shall notify UFF at the
2599 same time as the colleges of the allocation of the sabbatical units.

2600
2601 (b) All applications shall be for a one (1)-semester sabbatical.

2602
2603 (c) In limited circumstances, a second sabbatical semester shall be awarded, from
2604 those allocated, for exceptional projects if approved by the dean.

2605
2606 (d) A candidate may make a separate case for an additional semester in the initial
2607 application by describing the specific value the additional semester of sabbatical research
2608 would add to the proposed project, and how it would benefit the department and the
2609 University.

2610
2611 (e) If there are additional available semester allocations after the one-semester
2612 sabbaticals have been awarded, recommended second-semester sabbaticals shall be awarded if
2613 approved by the dean.

2614
2615 20.4 Applications for sabbaticals shall be submitted to the faculty member's department
2616 chair by October 15. Final decisions shall be made by January 15. The application and
2617 description of sabbatical research shall include the following:

2618 (a) applicant's name; applicant's department;

2619
2620 (b) number of years of full-time service at the University;

2621

2622 (c) semester(s) that the sabbatical is requested for;
2623
2624 (d) dates of previous sabbaticals, including any deferred sabbaticals;
2625
2626 (e) a statement of no more than 750 words describing the planned activities,
2627 specific results anticipated from the sabbatical, and any anticipated income, particularly if the
2628 proposed research plan involves appointment at another academic institution.
2629

2630 20.5 Process for Review of Sabbatical Applications and Descriptions of Proposed Research
2631 Plan

2632 (a) The department chair or director shall make a recommendation on whether the
2633 university should award a proposed sabbatical. The chair or director shall also make a
2634 recommendation on an additional semester of sabbatical research for an exceptional project if
2635 they determine it adds sufficient value and benefit to the department and the University.
2636

2637 (b) The college committee (described in Section 20.6 below) shall make a
2638 recommendation to the dean on whether the university should award a proposed sabbatical. If
2639 there are sabbatical allocations remaining after all one-semester sabbaticals are awarded, the
2640 committee shall also make a recommendation on an additional semester of sabbatical research
2641 for an exceptional project if they determine it adds sufficient value and benefit to the
2642 department and the University.
2643

2644 (c) The dean may fund a proposed sabbatical, refer it back to the faculty member
2645 for re-submission, or deny. Before denying a proposed sabbatical that has been supported by
2646 both the chair and the college committee, the dean shall consult with the chair and the
2647 committee. The dean shall notify the faculty member in writing of the denial for the sabbatical,
2648 with reasons.
2649

2650 (d) A faculty member denied a sabbatical is free to submit a new application the
2651 following year.
2652

2653 (e) Any College allocation not used because a dean denied a proposal shall be
2654 added to the following year, unless otherwise allocated.
2655

2656 (f) If there are more recommended sabbaticals than available allocations, those
2657 individuals with the most years of service since a previous sabbatical shall be granted the
2658 sabbatical. In the event that the seniority provision requires a decision between those with
2659 identical seniority, the college committee shall rank order only those applications.
2660

2661 (g) At its discretion, the University may award more than one hundred forty (140)
2662 semester units in a given year.
2663

2664 20.6 College Committees on Sabbaticals. Each College shall have a sabbatical committee
2665 elected by and from the fulltime tenured faculty members in the College. Its primary

2666 responsibility is to assess whether proposed research plans meet the standards.

2667

2668 20.7 Terms and conditions of sabbaticals. The following terms and conditions apply:

2669 (a) A faculty member and the University may agree to a different schedule than the
2670 traditional one (1)- or two (2)-semester sabbatical during a single academic year. Included
2671 options are sabbaticals spread over two (2) academic years or a sabbatical at half pay. A one
2672 (1)- semester sabbatical, for example, may be at half pay, spread over two (2) semesters.

2673

2674 (b) A faculty member must notify the chair and the dean by January 31 that the
2675 faculty member accepts or declines the awarded sabbatical. The faculty member may re-
2676 submit at a later time without prejudice.

2677

2678 (c) A sabbatical may be postponed for a semester or a year, either at the request
2679 of the faculty member or by the University. The period of postponement shall be credited for
2680 eligibility for a subsequent sabbatical.

2681 (1) Staffing problems may, on occasion, require the University to postpone
2682 an awarded sabbatical. In such instances the faculty member will be provided with his/her
2683 sabbatical the following semester or year, or another time agreed to by the faculty member
2684 and the University.

2685 (2) When a faculty member requests the postponement, the faculty
2686 member does not reapply but simply takes the sabbatical at a time approved by the chair and
2687 dean.

2688

2689 (d) A faculty member compensated through a contract or grant may receive a
2690 sabbatical if the contract or grant allows such and the faculty member meets all other eligibility
2691 requirements.

2692

2693 (e) A faculty member must return to the University for at least one (1) academic
2694 year following the completed sabbatical. Return to the University of salary received during the
2695 sabbatical is required if the faculty member fails to meet this obligation. The University may
2696 waive this requirement.

2697

2698 (f) Contributions to retirement shall be continued on a basis proportional to the
2699 salary received.

2700

2701 (g) Contributions made to employee insurance programs and any other employee
2702 benefit programs shall be continued during the sabbatical.

2703

2704 (h) While on sabbatical, a faculty member shall be permitted to receive funds for
2705 travel and living expenses, and other sabbatical-related expenses from sources other than the
2706 University such as fellowships, grants-in-aid, and contracts and grants, to assist in
2707 accomplishing the purposes of the sabbatical. Receipt of funds for such purposes shall not
2708 result in reduction of the faculty member's University salary.

2709

2710 (i) Grants for such financial assistance from other sources may or may not be
2711 administered through the University.

2712
2713 (j) If financial assistance is received in the form of salary, the University salary shall
2714 normally be reduced by the amount necessary to bring the total income of the sabbatical
2715 period to a level comparable to the faculty member's current year salary rate. In certain
2716 instances, the University may waive this requirement because of special costs associated with
2717 the sabbatical.

2718
2719 (k) Employment unrelated to the purpose of the sabbatical is governed by the
2720 provisions of ARTICLE 26, OUTSIDE ACTIVITY AND CONFLICT OF INTEREST.

2721
2722 (l) Upon completion of the sabbatical, a faculty member shall provide the
2723 University with a written report addressing the results of the sabbatical. Accruing eligibility for a
2724 future sabbatical will not begin until appropriate report has been submitted.

2725
2726 20.7 Professional Development Program. The University will provide professional
2727 development awards for those not eligible for sabbaticals. Such awards are for professional
2728 renewal, study, formal education, certification, research, teaching improvement, or other
2729 experiences of professional value.

2730
2731 20.8 Professional Development Program Eligibility. Full-time faculty members with six (6) or
2732 more years of service at the University shall be eligible for the professional development
2733 program, except those members who are serving in tenure-accruing or tenured positions. All
2734 PKY faculty members are included in this group. Once eligible, faculty members may receive a
2735 professional development award once every six (6) years of fulltime service.

2736
2737 20.9 Each year, the University shall make available awards for one (1) semester at full pay or
2738 a mutually acceptable alternative for each twenty (20) eligible faculty members, subject to the
2739 eligibility, application, and selection criteria set forth in this Article. Professional Development
2740 Awards shall be divided among the colleges according to their proportion of eligible faculty.

2741
2742 20.10 Professional development assignments normally are one (1) semester in length, but
2743 individuals may propose alternative approaches (a summer stipend, support for other
2744 professional development activities that do not fit a standard semester schedule, internship
2745 support).

2746
2747 20.11 Applications for the professional development program shall be submitted to the
2748 faculty member's department chair by October 15. Final decisions shall be made by January 15.
2749 Each application shall include the following:

2750 (a) applicant's name; applicant's department;

2751
2752 (b) semester(s) that the award is requested for; dates of previous awards;

2753

2754 (c) a statement of no more than 750 words describing the planned activities,
2755 specific results anticipated, and any anticipated income.

2756

2757 20.12 Process for Review of Proposals.

2758 (a) The department chair shall make a recommendation on whether the university
2759 should support the proposal.

2760

2761 (b) The college committee (described in 20.14 below) shall make its
2762 recommendations on whether the university should grant the award.

2763

2764 (c) The dean will make decisions on which proposals to approve and which to
2765 deny.

2766

2767 (d) A faculty member denied for whatever reason is free to submit a new proposal
2768 the following year.

2769

2770 20.13 Terms and conditions. The terms and conditions for the professional development
2771 programs shall be the same as for sabbaticals as specified in Section 20.7.

2772

2773 20.14 College Committees on Professional Development Program. Each college shall have
2774 professional development program committee elected by and from the fulltime faculty
2775 members in the College. Its primary responsibility is to make recommendations on proposals. A
2776 college may have a single committee for both sabbaticals and professional development leaves,
2777 provided that in considering professional development leaves there are members from that
2778 employee group.

2779

2780 20.15 Study Leave for those not tenured or in tenure-accruing positions.

2781 (a) Job-Required. A faculty member required to take academic course work as part
2782 of assigned duties shall not be required to charge time spent attending classes during the work
2783 day to accrued leave.

2784

2785 (b) Job-Related. A faculty member may, at the discretion of the University, be
2786 permitted to attend up to six (6) credits of course work per semester during work, provided
2787 that:

2788 (1) That the absence will not interfere with the proper operation of the work
2789 unit.

2790 (2) The course work would improve the productivity of the department; and

2791 (3) The faculty member's work schedule can be adjusted to accommodate
2792 such job-related study without reduction in the total number of work hours required per pay
2793 period, or the faculty member uses accrued leave or takes approved leave without pay for the
2794 hours of absence.

2795

2796 20.16 Annual Report. Not later than April 30 of each year, the University shall provide a
2797 report, by college, of the sabbatical and professional development program results. The report

- 2798 shall include the following information (separated into sabbaticals and professional
2799 development awards):
- 2800 (a) Number of faculty members eligible;
 - 2801
 - 2802 (b) Number of applications;
 - 2803
 - 2804 (c) Number of one (1)- and two (2)- semester sabbaticals awarded;
 - 2805
 - 2806 (d) Number accepted;
 - 2807
 - 2808 (e) Number accepted but deferred; and
 - 2809
 - 2810 (f) Number recommended by faculty committee and chair and denied by dean.

**ARTICLE 21
OTHER LEAVES**

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21.1 Policy.

(a) Faculty members will have legitimate reasons to take leave and shall not be penalized or disadvantaged for having taken leave.

(1) The duration of a leave may vary from a few hours to a year or more (if extended by the University).

(2) Leaves may be with pay or without pay or a combination of the two through the intermittent use of accrued leave.

(3) Leaves include paid time off , approved worker’s compensation leave, FMLA qualifying leave, and service-related disability leave. They may be taken as needed but must be reported to and, where applicable, approved by the appropriate supervisor and entered as leave into the time reporting system.

(b) Retirement and Contributions and Credits During Paid Leaves.

(1) Contributions to the faculty member’s retirement programs shall be continued on a basis proportional to the University salary received during paid leaves.

(2) During an approved leave of absence for parental, medical (including family medical), or military reasons, an employee may use accrued paid leave in order to continue the contributions to employee benefits and other payroll-deducted expenses.

(3) Faculty members who participate in the Florida Retirement System shall have full-month service credit during the months they are in pay status.

(c) Employer Contributions to Benefit Plans. Contributions made by the University to the employee insurance programs and other employee benefits shall be continued during paid leaves.

(d) No faculty member on paid leave may be employed simultaneously by another employer unless the faculty member complies with requirements in State law and this Agreement for extra compensation, outside employment/activities, and conflict of interest.

(e) All other leaves are granted at the discretion of the appropriate administrator. However, permission shall not be unreasonably withheld.

21.2 Holidays.

(a) A faculty member shall be entitled to observe all official holidays designated in accordance with University regulations.

(b) Faculty members shall also be entitled to use accrued paid time off or unpaid leave to observe the religious holidays of their respective faiths.

2853 (c) A faculty member required to perform duties on holidays shall have the faculty
2854 member's schedule adjusted to provide equivalent time off, up to a maximum of eight (8) hours
2855 for each holiday worked.

2856

2857 (d) If a faculty member who has performed duties on a holiday terminates
2858 employment prior to being given time off, the faculty member shall be paid, upon termination,
2859 for the holiday hours worked within the previous twelve (12) month period at the faculty
2860 member's last regular pay rate.

2861

2862 21.3 Requests for a Leave or Extension of Leave of One (1) Semester or More.

2863 (a) For a leave of one (1) semester or more, a faculty member shall make a written
2864 request. The request shall be made not less than one hundred twenty (120) days prior to the
2865 beginning of the proposed leave, or in the case of twelve-month faculty, six (6) months prior to
2866 the date the leave is requested.

2867

2868 (b) For an extension of a leave of one (1) semester or more, a faculty member shall
2869 make a written request not less than sixty (60) days before the end of the leave.

2870

2871 (c) The University shall approve or deny such request in writing not later than thirty
2872 (30) days after receipt of the request.

2873

2874 21.4 Accrual during Leave with Pay.

2875 (a) Faculty members on sabbatical or professional development leaves shall accrue
2876 normal leave credits.

2877

2878 (b) In all other instances, faculty members on paid leave shall accrue leave in
2879 proportion to the pay status.

2880

2881 (c) Accrued leave shall be credited on the last day of each pay period.

2882

2883 21.5 Return from Leave.

2884 (a) A faculty member who returns from an approved leave of absence shall be
2885 returned to the same or equivalent position in the same class and work location, including the
2886 same shift or equivalent schedule, unless the University and the faculty member agree in
2887 writing to other terms and conditions.

2888

2889 (b) The salary of the faculty member shall be adjusted to reflect all non-
2890 discretionary increases distributed during the period of leave.

2891

2892 21.6 Family and Medical Leave Entitlements.

2893 (a) The Family and Medical Leave Act of 1993 is a federal law designed to provide
2894 protected leave to eligible employees when leave is required due to qualifying events or
2895 conditions for either themselves or an immediate family member.

2896 (1) Definitions. An “immediate family member” shall be defined as a faculty
2897 member’s spouse, domestic partner, great-grandparent, grandparent, parent, brother, sister,
2898 child, grandchild, great-grandchild, or the great-grandparent, grandparent, parent, brother,
2899 sister, child, grandchild, or great-grandchild, of the faculty member’s spouse or domestic
2900 partner, or the spouse or domestic partner of any of them. An “immediate family member”
2901 shall also include an individual for whom the faculty member, domestic partner, or spouse is
2902 the current legal guardian or holds medical power-of-attorney, or other dependent or relative
2903 who lives in the faculty member’s household. A “parent” shall be defined as the biological,
2904 adoptive, step or foster parent of a faculty member or an individual who stood in loco parentis
2905 to a faculty member when the faculty member was a child. A “child” shall be defined as a
2906 biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in
2907 loco parentis. The term “seriously ill” or “serious health condition” shall be defined as an injury,
2908 impairment, or physical or mental condition that involves inpatient care in a hospital, hospice,
2909 or residential medical care facility; or continuing treatment by a health care provider.

2910
2911 (b) The University complies with the federally mandated Family Medical Leave Act
2912 of 1993 enacted by the Department of Labor, which is referenced in Regulation 1.201 and the
2913 University FMLA policy.

2914
2915 (c) If any provision of Section 21.6 is inconsistent with or in contravention of the
2916 Family Medical Leave Act of 1993 then such provision shall be superseded by the laws or
2917 regulations referenced above, except to the extent that the collective bargaining agreement or
2918 any employee benefit program or plan provides greater family, parental, or medical leave rights
2919 to an eligible faculty member.

2920
2921 21.7 Parental Leave.

2922 (a) A faculty member shall be granted a parental leave not to exceed six (6) months
2923 when the faculty member becomes a biological parent or a child is placed in the faculty
2924 member’s home pending adoption, or the faculty member otherwise has significant care
2925 responsibilities for a newborn, a newly adopted child, or a child received into a licensed family
2926 foster home or any other situation in which a faculty member, domestic partner, or spouse
2927 becomes a legal guardian.

2928
2929 (b) Paid Parental Leave Program. Effective January 1, 2021, a faculty member shall
2930 be provided with up to eight (8) weeks of paid parental leave for the birth or adoption of a child
2931 or the initial placement of a child in the foster care of the employee. Employees may also use
2932 their personal accrued leave, unpaid leave, or a combination of paid and unpaid leave so long
2933 as the total parental leave period, including the paid parental leave does not exceed a total of
2934 six (6) calendar months. For faculty within their first twelve (12) months of employment, they
2935 may use up to 8 weeks of additional advanced leave if they have fewer than 320 hours of
2936 accrued paid time off. Faculty are immediately eligible for these paid parental leave benefits.
2937 They must be used within twelve (12) months of the birth or placement of a child and can only
2938 be used once every twenty-four (24) months. Faculty who have an advanced leave balance

2939 associated with the previous parental leave policy will have the remainder of their advanced
2940 leave balance forgiven.

2941

2942 (c) The period of parental leave shall be determined by the faculty member in
2943 consultation with the University. Upon approval by the University, the dates and other
2944 conditions of the leave shall be provided to the faculty member in writing.

2945

2946 (d) At the end of the approved parental leave, a faculty member may request a part-
2947 time leave for one (1) year. The University shall grant such request, unless it determines that
2948 granting such leave would be inconsistent with the best interests of the University. If a faculty
2949 member plans to use a combination of accrued paid leave and unpaid leave, such request shall
2950 include the specific periods for each type of leave requested.

2951

2952 (e) Any illness caused or contributed to by pregnancy shall be treated as a
2953 temporary disability, and the faculty member shall be allowed to use accrued paid time off or
2954 medical leave account time when such temporary disability is certified by a health care
2955 provider.

2956

2957 (f) During the terms of this agreement, either party may elect to re-open article
2958 21.7(b) for negotiations.

2959

2960 21.8 Leaves Due to Illness or Injury. Illness or injury is defined as any physical or mental
2961 impairment of health, including such an impairment proximately resulting from pregnancy,
2962 which does not allow a faculty member to fully and properly perform the duties of the faculty
2963 member position. When a faculty member's illness or injury may be covered by the Americans
2964 with Disabilities Act, the provisions of Public Law 101-336 shall apply.

2965

2966 21.9 Paid Time Off (PTO). PTO is provided to leave accruing faculty to help balance work and
2967 personal life. PTO must be accrued before being taken.

2968 (a) Accrual of Paid Time Off (PTO)

2969

2970 (1) A full-time 10 and 12-month faculty member shall accrue ten (10) hours
2971 of PTO for each biweekly pay period, or the number of hours directly proportionate to the
2972 number of days worked during less than a full-pay period. A maximum of 480 PTO hours may be
2973 accrued. Any hours in excess of 480 shall be transferred to the employee's medical leave
2974 account bi-weekly. A part-time 10 and 12-month faculty member shall accrue PTO at a rate
2975 directly proportionate to their FTE.

2975

2976 (2) A full-time 9-month faculty member and P.K. Yonge Developmental
2977 Research School faculty member shall accrue four (4) hours of PTO for each biweekly pay
2978 period, or the number of hours directly proportionate to the number of days worked during less
2979 than a full-pay period. A maximum of 480 PTO hours may be accrued. Any hours in excess of
2980 480 shall be transferred to the employee's medical leave account bi-weekly. A part-time 9-
2981 month faculty member and P.K. Yonge Developmental Research School faculty member shall
accrue PTO at a rate directly proportionate to their FTE.

2982 (3) PTO leave-accruing faculty must accurately reflect hours worked and type
2983 of leave used. Employees must report all leave used, to include leave without pay, within the
2984 pay period in which the leave was used. If an employee is not able to report time within the pay
2985 period in which the leave is used, the leave must be reported before the end of the following
2986 pay period.

2987
2988 (b) Types of Paid Time Off (PTO).

2989 (1) Planned PTO is scheduled leave that is taken after approval is received
2990 from the employee's immediate supervisor.

2991 (2) Unplanned PTO is unscheduled or unexpected leave that is not pre-
2992 approved.

2993
2994 (c) A continuous period of PTO commences with the first day of absence and
2995 includes all subsequent days until the faculty member returns to work. Saturdays, Sundays, and
2996 official holidays observed by the State shall not be counted unless the faculty member is
2997 scheduled to perform services on such days. During any seven (7) day period, the maximum
2998 number of days of PTO charged against any faculty member shall be five (5).

2999
3000 (d) Certification. Employees may be required to submit documentation from a
3001 health care provider:

3002 (1) For four (4) or more consecutive unplanned workdays.

3003 (2) When employees call in sick after they have requested and been denied
3004 Planned PTO.

3005 (3) When a pattern of absences is documented and the faculty member is
3006 absent without the supervisor's knowledge or approval.

3007
3008 (e) Transfer of Credits.

3009 (1) The University maintains reciprocal arrangements with certain
3010 universities and state agencies that permit new faculty members to transfer up to 80 hours of
3011 paid time off. Such election shall be made within thirty-one (31) days of employment.

3012
3013 (f) Payment for Unused Paid Time Off (PTO).

3014 (1) Upon termination from a 10 and 12-month faculty position, the
3015 University shall pay the faculty member for up to a lifetime maximum of three hundred fifty-
3016 two (352) hours of unused paid time off at the calendar-year rate the faculty member was
3017 accruing as of the faculty member's last day of work.

3018 (2) Upon entering into the Deferred Retirement Optional Program (DROP),
3019 available to faculty enrolled in the State of Florida Pension Plan, a 10 and 12-month faculty
3020 member may elect to be paid up to the maximum payment allowed for the faculty member's
3021 unused paid time off. Such payment, along with any additional payment to be received upon
3022 separating from the University (end of DROP), shall not exceed the maximum payment
3023 associated with the faculty member's established pay plan upon entering DROP.

3024 (3) Upon layoff, a 10 and 12-month faculty member shall be paid for up to
3025 three hundred fifty- two (352) hours of unused paid time off. For faculty members who are re-

3026 employed by the University within three hundred sixty-five (365) days after a formal layoff, all
3027 unused vacation leave PTO shall be restored to the faculty member, provided the faculty
3028 member requests such action in writing and repays the full amount of any leave payment
3029 received at the time of layoff.

3030 (4) In the event of the death of a 10 and 12-month faculty member, payment
3031 for all unused PTO at the time of death shall be made to the faculty member's estate.

3032

3033 21.10 Medical Leave Account. The medical leave account is designed to provide employees
3034 with access to leave for extended use in the event of a serious medical condition as defined by
3035 the Family Medical Leave Act of 1993.

3036 (a) Effective January 1, 2021, all hours currently in the employee's sick leave
3037 account will be converted to the medical leave account with the exception of eighty (80) hours
3038 which will be transferred into the employee's paid time off account.

3039

3040 (b) Uses of Medical Leave Account:

3041 (1) Subsequent time away from work following the eight (8) weeks of
3042 parental leave, up to a total away of six (6) months.

3043 (2) To care for employee's own serious medical condition or the serious
3044 medical condition of an immediate family member.

3045

3046 (c) Medical Certification. Medical certification from a health care provider will be
3047 required if an employee is accessing their medical leave account for their own serious medical
3048 condition or the serious medical condition of an immediate family member. The University
3049 reserves the right to request a second opinion from a healthcare provider if there is reason to
3050 doubt the validity of the medical certification.

3051

3052 (d) Payment for Unused Medical Leave Account Time.

3053 (1) Upon separation, a faculty member with ten (10) or more years of
3054 creditable service who was hired prior to April 1, 2010, shall be paid for one-fourth of unused
3055 medical leave account time up to a total of four hundred eighty (480) hours. A faculty member
3056 hired on or after April 1, 2010, shall not be paid for any unused medical leave account time
3057 upon separation and such leave shall be forfeited.

3058 (2) Upon layoff, a faculty member with ten (10) or more years of State
3059 service who was hired prior to April 1, 2010, shall be paid for unused medical leave account
3060 time as described above. For a faculty member who is re-employed by the university in a leave-
3061 accruing position within three hundred sixty- five (365) days following layoff, all unused medical
3062 leave account time shall be restored to the faculty member, provided the faculty member
3063 requests such action in writing and repays the full amount of any lump sum leave payments
3064 received at the time of layoff.

3065 (3) All payments for unused medical leave account time shall be made in
3066 lump sum and shall not be used in determining the average final compensation of a faculty
3067 member in any State administered retirement system. A faculty member shall not be carried on
3068 the payroll beyond the last official day of employment.

3069 (4) In the event of the death of a faculty member with ten (10) or more years
3070 of State service who was hired prior to April 1, 2010, one-fourth of unused medical leave
3071 account time up to a total of four hundred eighty (480) hours shall be paid to the faculty
3072 member's estate.
3073

3074 21.11 Other Types of Medical Leaves.

3075 (a) Additional Medical Leave. Up to six (6) months of leave may be granted to an
3076 eligible faculty member for the faculty member's serious personal health condition or when the
3077 faculty member needs to care for an immediate family member with a serious health condition
3078 as defined by the FMLA. Medical certification must be provided.

3079 (1) Paid Medical Leave. After 12 months of continuous service, a faculty
3080 member is eligible for eight (8) weeks of paid medical leave. Prior to accessing the paid medical
3081 leave, the faculty member must first use eighty (80) hours of PTO. This leave may be used in
3082 one-week increments and is available once every twenty-four (24) months.

3083 a. During the terms of this agreement, either party may elect to re-
3084 open article 21.11(a) for negotiations.

3085 (2) The faculty member shall use accrued paid leave during any additional
3086 medical leave. Thereafter, the medical leave shall be unpaid leave. This leave may be extended
3087 up to one (1) year for extenuating circumstances.
3088

3089 (b) Workplace Injury Leave under the Workers' Compensation Law. Workplace
3090 injury leave is a benefit available to leave-accruing employees only and shall be used to
3091 compensate these employees for a portion of their wages lost due to work-related illnesses or
3092 injuries compensable under Florida's Workers Compensation Law. Faculty members will be
3093 provided with the same benefits as other employees. Employees who are unable to work due
3094 to compensable workers' compensation injuries and are receiving salary indemnification
3095 benefits shall not be eligible for holiday pay or accrual of special compensatory leave.
3096

3097 (c) Compulsory Medical Leave.

3098 (1) Placing Faculty Member on Compulsory Medical Leave.

3099 a. If a faculty member is unable to perform assigned duties due to
3100 illness or injury, medical certification may be required to affirm the faculty member's ability to
3101 carry out one or more of the essential functions of the job within the meaning of the Americans
3102 with Disabilities Act (ADA). The health care provider may be chosen and paid by the University
3103 or chosen and paid by the faculty member as long as such provider is acceptable to the
3104 University. If the University agrees to accept the faculty member's choice of a health care
3105 provider, it may not then require another University-paid examination.

3106 b. The health care provider shall submit to the University the
3107 appropriate medical certification(s).

3108 c. If the medical examination confirms that the faculty member is
3109 unable to perform assigned duties, the University shall place the faculty member on
3110 compulsory medical leave.

3111 (2) Conditions of Compulsory Medical Leave.

3112 a. Written notification to the faculty member placing the faculty
3113 member on compulsory medical leave shall include the duration of the compulsory leave period
3114 and the conditions under which the faculty member may return to work. These conditions may
3115 include the requirement of the successful completion of, or participation in, an appropriate
3116 program of rehabilitation or treatment, and follow-up medical certification(s) by the health care
3117 provider, as appropriate.

3118 b. The compulsory medical leave period may be paid leave or unpaid
3119 leave.

3120 c. Unless agreed otherwise, the University shall return the faculty
3121 member to same or equivalent position in the same classification and work location, including
3122 to the faculty member's previous duties, if possible, or to equivalent duties, upon completion of
3123 the approved leave period and upon receipt of a current medical certification that the faculty
3124 member is able to perform assigned duties.

3125 (3) Duration. Compulsory leave shall be for a period not to exceed the
3126 duration of the illness or injury or one (1) year, whichever is less.

3127 (4) Failure to Complete Conditions of Compulsory Leave or Inability to Return
3128 to Work. If the faculty member fails to fulfill the terms and conditions of a compulsory leave
3129 and/or is unable to return to work and perform appropriate assigned duties at the end of a
3130 leave period, the University shall advise the faculty member, as appropriate, of the Florida
3131 Retirement System's disability provisions and application process, and may, based upon the
3132 University's needs:

3133 a. offer the faculty member part-time employment or modified
3134 duties;

3135 b. place the faculty member in unpaid leave status in accordance
3136 with Section 21.12 or extend such status; or

3137 c. release the faculty member from employment, notwithstanding
3138 any other provisions of this Agreement.

3139

3140 21.12 Administrative Leaves. Faculty members provided paid administrative leave shall not
3141 exceed forty (40) hours during the work week. Administrative leave shall not be accrued and
3142 shall also not affect accrued leave balances.

3143 (a) Jury Duty and Court Appearances.

3144 (1) A faculty member who is summoned as a member of a jury panel or
3145 subpoenaed as a witness in a matter not involving the faculty member's personal interests,
3146 shall be granted leave with pay and any jury or witness fees shall be retained by the faculty
3147 member; leave granted hereunder shall not affect a faculty member's PTO balance.

3148 (2) An appearance as an expert witness for which a faculty member receives
3149 professional compensation falls under ARTICLE 26, OUTSIDE ACTIVITY AND CONFLICT OF
3150 INTEREST, relative to outside employment and conflict of interest. Such an appearance may
3151 necessitate the faculty member requesting PTO or may necessitate the faculty member seeking
3152 an adjustment of the work schedule.

3153 (3) If a faculty member is required, as a direct result of the faculty member's
3154 employment, to appear as an official witness to testify in the course of any action as defined in

3155 Section 92.142(2), Florida Statutes, such duty shall be considered a part of the faculty
3156 member's job assignment, and the faculty member shall be paid per diem and travel expenses.

3157 (4) A faculty member involved in personal litigation during work hours must
3158 request PTO or must seek an adjustment to the work schedule.

3159

3160 (b) Leave Pending Investigation. The Office of Human Resource Services in
3161 conjunction with the Office of the Provost may place a faculty member on leave pending
3162 investigation when there is reason to believe that a faculty member's actions or presence on
3163 the job would adversely affect the orderly conduct and processes of the University and/or
3164 jeopardize the safety or welfare of the faculty member, colleagues, other employees or
3165 students. The leave pending investigation shall commence when the faculty member is
3166 provided with a written notice. The leave shall be with pay, with no reduction of accrued leave.

3167

3168 (c) Leaves for military service, Florida Disaster Volunteer, Civil disorder or disaster,
3169 disabled veterans, athletic competition and Official Emergency Closings shall be in accordance
3170 with University of Florida regulations and policies and federal and state law.

3171

3172 21.13 Personal Leave.

3173 (a) P.K. Yonge Faculty Members. A faculty member employed at the P.K. Yonge
3174 Developmental Research School may be granted five (5) days (non-cumulative) of leave per
3175 year for emergencies or for other personal reasons.

3176 (1) Except in the case of emergency, the faculty member shall provide at
3177 least two (2) days' notice of the intended leave.

3178 (2) Faculty members shall not be required to give reasons for personal leave
3179 except that the leave is for personal reasons.

3180 (3) One (1) day shall be administrative leave and four (4) days shall be taken
3181 from PTO.

3182 (4) If a faculty member requests personal leave on a day immediately
3183 preceding or following a holiday or vacation period, they must request leave at least ten (10)
3184 days in advance.

3185 a. Administration will determine if coverage is available for a
3186 requested leave date immediately preceding or following a holiday or vacation period.

3187 b. If the day preceding or following a holiday or vacation period is
3188 categorized as a Teacher Workday, faculty may submit a request to use a personal leave day
3189 pending approval from administration. If a leave day is used during a Teacher Workday, faculty
3190 are expected to meet the published deadlines for grade entry and parent conferences.

3191

3192 (b) Twelve-month Faculty Members. Faculty members who are normally employed
3193 under fully scheduled workdays shall earn four (4) personal leave days in proportion to their
3194 FTEs per fiscal year in addition to the University holidays.

3195 (1) Such personal leave days shall be credited to eligible faculty members on
3196 December 1 of each year.

3197 (2) Personal leave days must be taken in full-day increments (that is, as an 8-
3198 hour day for full-time faculty members, as a 4-hour day for .50 FTE faculty members) on
3199 business days between the dates December 26 and December 31, inclusive.

3200 (3) Essential personnel who are required to work between December 26 and
3201 December 31 shall have their schedules adjusted to provide equivalent paid leave time within
3202 December 2 and June 30 of the current fiscal year based on departmental need.

3203 (4) Cash payment is not provided for unused personal leave days. Any
3204 unused personal leave days expire at the end of each fiscal year.

3205

3206 21.14 Unpaid Leave.

3207 (a) Granting. Upon request of a faculty member by completing the Extended Leave
3208 of Absence form, the University shall grant a leave without pay for a period not to exceed one
3209 (1) year unless the University determines that granting such leave would be inconsistent with
3210 the best interests of the University. Such leave may be extended upon mutual agreement.

3211

3212 (b) Retirement Credit. Retirement credit for such periods of unpaid leave shall be
3213 governed by the rules and regulations of the Division of Retirement and the provisions of
3214 Chapter 121, Florida Statutes.

3215

3216 (c) Accrual of Leave and Holiday Pay. While on unpaid leave, the faculty member
3217 shall retain accumulated PTO, but shall not accrue PTO nor be entitled to holiday pay.

3218

3219 (d) Benefit Premiums. Faculty members on unpaid leave will be responsible for the
3220 delivery of the entire cost of the employee portion of benefit premiums to the vendors unless
3221 they use accrued paid leave as provided in subsection 21.14(e) below.

3222

3223 (e) A faculty member may combine unpaid and paid leave as follows:

3224 (1) Notwithstanding the provisions of Section 21.9 regarding the use of PTO,
3225 a faculty member may use any type of accrued paid leave in an amount necessary to cover the
3226 faculty member's contribution to the State insurance program, other UF-sponsored insurance
3227 programs, and for other expenses.

3228 (2) Normally the use of accrued paid leave during a period of unpaid leave
3229 for medical reasons shall be approved for up to six (6) months, but may be approved for up to
3230 one (1) year for the serious health condition of the faculty member or a member of the faculty
3231 member's immediate family.

3232 (3) The employer contribution to the State insurance program shall continue
3233 for the corresponding payroll periods.

3234 (4) A faculty member's request for the use of accrued paid leave during a
3235 period of unpaid leave shall be made at the time of the faculty member request for the leave.
3236 Such request shall include the amount of accrued paid leave the faculty member wishes to use
3237 during the approved period of unpaid leave. If circumstances arise during the approved leave
3238 that causes the faculty member to reconsider the combination of leave with and without pay,
3239 the faculty member may request approval of revisions to the original approval.

3240

3241 (f) Salary Adjustment. While on such leave, a faculty member shall also be eligible
3242 to participate in any special salary incentive programs. The salary of a faculty member returning
3243 from unpaid leave shall be adjusted to reflect all non-discretionary increases distributed during
3244 the period of leave as well as any increases earned from salary incentive programs.

3245

3246 21.15 Compensatory Leave. Regular compensatory leave shall not be transferred to an
3247 employee transferring to a faculty position. As a result, each supervisor shall make a reasonable
3248 effort, whenever practical, to allow an employee to use regular compensatory leave credits as
3249 requested before that employee transfers to a faculty position.

ARTICLE 22
INTELLECTUAL PROPERTY

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- 22.1 Definitions. The following definitions shall apply in ARTICLE 22:
- (a) "Intellectual property" means any work or invention.
 - (b) "Faculty member" or "creator" means a member of the bargaining unit who creates a work or invention. "Creator" shall also mean other University personnel who create a work or invention.
 - (c) A "work" means any copyrightable material, that is, any material fixed in a tangible medium of expression from which it can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device. Such copyrightable material includes, but is not limited to, such things 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 material, as defined in Section 22.1(f), below, is included in the definition of a "work." A "work" does not include any patentable material, which patentable material is encompassed within the definition of an "invention" in Section 22.1(d), below.
 - (d) An "invention" means any discovery, invention, process, composition of matter, article of manufacture, design, model, technological development, biological material, strain, variety, culture of any organism, or portion, modification, translation, or extension of these items, and any mark and/or directly related know-how used in connection with these items. It includes, but is not limited to, such things as new or improved devices, systems, circuits, chemical compounds, or mixtures and directly related know-how.
 - (e) "Instructional technology," as used in this Article, means the form of an "invention" that is substantially new technology and is used to deliver instructional material, as distinct from the application of existing technology to deliver such instructional material.
 - (f) "Instructional material," as used in this Article, means the form of a "work" (i.e., copyrightable) that includes materials delivered through the use of existing or new technology such as 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, web pages, and combinations of the above materials that are prepared or produced in whole or in part by a faculty member and that are used to assist or enhance instruction.
 - (g) "Independent efforts" with regard to a work means that the ideas for the work came from the faculty member and the work was not made with the use of University support. The University is not liable for any opinions expressed in such works.

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(h) "University support" means the use of University funds or more than the incidental use of University personnel, facilities, equipment, materials, or technological information in the creation of a work or invention and includes such support provided by outside sponsors when it is arranged, administered, or controlled by the University.

(i) "Distance learning" means learning in a course that is rarely or never conducted with the instructor and the student in the same general physical space simultaneously.

(j) "Gross revenue" means (1) proceeds from the sale, lease, transfer, or other conveyance of any interest in an invention or work owned by the University and (2) license issue fees, option fees, running royalties, minimum royalties, equity and other ownership interests, and any other remuneration paid to the University by a licensee of an invention or work, except that such equity or other ownership interests, or portion thereof, shall not be considered "gross revenue" unless and until the equity or other ownership interests, or portion thereof, are sold or liquidated by the University.

(k) "Development expenses" means all monies paid by the University and UFRF for goods and services to protect, develop, and/or enhance the marketability or any other aspect of a work or invention, including, but not limited to, patent-filing fees, intellectual property protection and patent enforcement and defense expenses, marketing expenses, patent maintenance, consulting fees, prosecution expenses, expenses incurred in dealing with equity and other ownership interests, travel, attorneys' fees, commercialization expenses, and research costs. Not included as development expenses are salaries and general operating expenses of University administrative personnel.

(l) "Net adjusted income" means gross revenues less any foreseeable development expenses University deems necessary to defend or maintain a work or invention and its improvements.

(m) "Program" means the specific University research program within which an invention or work was developed.

(n) "Office of Technology Licensing" or "OTL" means the designee responsible for all matters relating to patents, trademarks, and copyrights as related to the identification, protection, and commercialization of works and inventions owned by the University.

(o) "UFRF" means the University of Florida Research Foundation, Inc., a direct support, not-for-profit organization authorized by the Trustees to promote, encourage and provide assistance to the research activities of University faculty, staff, and students, primarily through the facilitation of technology transfer.

(p) "Sponsored agreement" means any award from an outside sponsor to support

3338 research or any other University activity, whether such support is through a grant, contract,
3339 cooperative agreement, or any other means.

3340

3341 22.2 Policy.

3342 (a) Statement of Principles. Research is undertaken to create new knowledge, to
3343 stimulate a spirit of inquiry, to solve problems, and to educate students. Adequate recognition
3344 of and incentive to potential inventors through the sharing of the financial benefits resulting
3345 from the transfer and development of patentable inventions and other marketable forms of
3346 intellectual property encourages the creation of such intellectual property and serves the public
3347 interest. The research and teaching missions of the University always take precedence over
3348 patent considerations. While the University recognizes the benefits of patent development, it is
3349 most important that the direction of University research not be established or unduly
3350 influenced by patent considerations or personal financial interests.

3351

3352 (b) Authority and Responsibilities. Section 1004.23, Florida Statutes, and the Board
3353 of Governors' delegation to the University of Florida Board of Trustees, authorizes the
3354 University to establish regulations and procedures regarding the works and inventions of its
3355 personnel, including regulations and procedures regarding patents, copyrights, and trademarks.
3356 The University has the authority to agree to the terms of this Article, and any regulations and
3357 procedures applied to in-unit faculty shall be consistent with the terms of this Article.

3358

3359 (c) Faculty Authority and Responsibilities. Intellectual property created, made, or
3360 originated by a faculty member shall be governed by the terms of this Agreement, including but
3361 not limited to this Article and ARTICLE 26, OUTSIDE ACTIVITY AND CONFLICT OF INTEREST. The
3362 faculty member shall also be governed by the University implementing procedures concerning
3363 works and inventions of University personnel unless the procedure is inconsistent with the
3364 terms of this Agreement.

3365

3366 (d) When a faculty member is acting in the capacity of Principal Investigator of a
3367 research project, the faculty member shall be granted the right, within the conditions set forth
3368 in this Article and in any applicable sponsored agreement and federal and state laws and
3369 regulations and with the proper administrative approval, to raise resources from sponsors, shall
3370 be responsible for properly utilizing the resources obtained from the sponsors, and for
3371 executing the sponsored research.

3372

3373 22.3 Rights to Working Papers. Except as otherwise required by the Florida Sunshine Law
3374 and other applicable federal and state laws, federal and state regulations, or the terms of any
3375 applicable sponsored agreements, faculty members shall have the right to control of their
3376 personal correspondence, notes, unpublished drafts, and other working papers.

3377

3378 22.4 Works.

3379 (a) Faculty Exclusive Ownership Rights.

3380 (1) A work made in the course of independent efforts is the property of the
3381 faculty member, who has the right to determine the disposition of such work and the revenue

3382 derived from such work.

3383 (2) In accordance with academic tradition, and unless required by federal
3384 and state laws, federal and state regulations, or the terms of any applicable sponsored
3385 agreements, the University shall not assert rights to the following works:

3386 a. Scholarly or artistic works, regardless of their form of expression,
3387 for which the intended purpose is to disseminate the results of academic research, scholarly
3388 study, or artistic expression, such as books, monographs, articles, bibliographies, poems,
3389 novels, dramatic works, pictorial or sculptural works, films, videotapes, musical compositions,
3390 or other scholarly or artistic expressions in any medium;

3391 b. Instructional material, except if the University either (1)
3392 expressly commissioned the faculty member in writing to produce, or participate in the
3393 production of, the work with University funds for a specific University purpose; or (2) expressly
3394 assigned the faculty member in writing to produce, or participate in the production of, the
3395 work. The University may grant a non-exclusive license to the faculty member who is the author
3396 of instructional materials for the use of that portion of the materials. The non-exclusive license
3397 must be negotiated as set forth in writing and must be limited to noncommercial educational
3398 uses. That such a license is not granted shall not be deemed a violation of this Collective
3399 Bargaining Agreement.

3400 c. Works made without University support, as defined in Section
3401 22.1(h), above. If the terms of a sponsored agreement or applicable federal and state laws and
3402 federal and state regulations require publication of articles in specified ways or in specified
3403 places, the terms of this subsection 22.4(a)(2) shall not be construed to relieve the faculty
3404 member of these publication obligations.

3405
3406 (b) Works Owned by the University. The following works are owned by the
3407 University. The faculty member shall share in the proceeds from such works, pursuant to
3408 Section 22.7(a):

3409 (1) Instructional material if the University has either (a) expressly
3410 commissioned the faculty member in writing to produce, or participate in the production of,
3411 the work with University funds for a specific University purpose; or (b) expressly assigned the
3412 faculty member in writing to produce, or participate in the production of, the work. The
3413 creation, use, and revision of such works shall be governed by Section 22.4(f).

3414 (2) Works whose authorship cannot be attributed to one or a discrete
3415 number of authors but rather result from simultaneous or sequential contributions over time
3416 by multiple faculty, staff, and/or students, such as software tools developed and improved over
3417 time by multiple faculty, staff, and/or students. However, the mere fact that multiple
3418 individuals have contributed to the creation of a work shall not cause the work to become a
3419 work owned by the University.

3420 (3) Any other works made with University support, as defined in Section
3421 22.1(h), above.

3422
3423 (c) Disclosure. Upon the creation of a work and prior to any publication, the faculty
3424 member shall disclose to the Office of Technology Licensing any work that was made in the
3425 course of University-supported efforts, together with an outline of the project and the

3426 conditions under which it was done. However, consistent with the provisions of Section
3427 22.4(a)(2), faculty members need not disclose works referenced in subsections 22.4(a)(2)a–
3428 22.4(a)(2)c, immediately below, unless the work raises a possible conflict of interest pursuant
3429 to ARTICLE 26:

3430 (1) Books, monographs, articles, bibliographies, poems, novels, dramatic
3431 works, pictorial or sculptural works, films, videotapes, musical compositions, or other scholarly
3432 or artistic expressions in any medium; and similar works, the intended purpose of which is to
3433 disseminate the results of academic research or scholarly work;

3434 (2) Instructional material except for works described in Section 22.4(b)(1);
3435 or

3436 (3) Works made without University support, as defined in Section 22.1(h),
3437 above.

3438 (4) Exception: Even if a work is not required to be disclosed under this
3439 Article, the work must still be disclosed pursuant to ARTICLE 26 if its production, dissemination,
3440 or use raises a possible conflict of interest.

3441
3442 (d) Review. The Office of Technology Licensing shall assess the relative equities of
3443 the faculty member and the University in the work. If the University wishes to assert its interest
3444 in the work, the Office of Technology Licensing shall inform the faculty member as soon as
3445 practicable but in no case later than sixty (60) days after disclosure to the OTL.

3446
3447 (e) The allocation of proceeds resulting from works owned by the University shall
3448 be as set forth in Section 22.7(a) below.

3449
3450 (f) Creation, Use, and Revision of Certain Works Owned by the University. With
3451 respect to any work that represents instructional materials owned by the University pursuant to
3452 Section 22.4(b)(1), the terms of any agreement entered into by the University concerning the
3453 work must be consistent with the terms of any sponsored agreement supporting the creation of
3454 the work and applicable laws.

3455 (1) The University shall make reasonable efforts to negotiate the terms
3456 listed as a, b, and c below in any agreement concerning the work with any third party, including
3457 but not limited to any licensee, assignee, or publisher of the work, insofar as such terms are
3458 consonant with the terms of any sponsored agreement supporting the creation of the work and
3459 applicable laws. That any or all of these terms are not included in the agreement with the third
3460 party shall not be deemed a violation of this Collective Bargaining Agreement.

3461 a. That the faculty member be identified as an author of the work,
3462 including, if the work is materially altered at the time of its assignment, initial licensing, or initial
3463 publication, the right to decide whether to allow the author's name to be displayed in
3464 association with the work;

3465 b. That the faculty member may freely reproduce the work
3466 without paying any licensing fees to use in academic teaching, research, or university service
3467 whether at the University of Florida or another tax-exempt academic or research institution;
3468 and

3469 c. That the faculty member may freely use the work in pursuit of

3470 one's profession, such as during expert witness testimony or in consulting.
3471 (2) Other rights and protections for the faculty member may be agreed to
3472 by mutual consent of the faculty member and the University, provided that they are consonant
3473 with the terms of the UFBOT-UFF Collective Bargaining Agreement, any sponsored agreement
3474 supporting the creation of the work, any agreement, license, assignment, publishing or other
3475 agreement entered into by the University concerning the work, and applicable laws. Such rights
3476 granted to the faculty member may include:

- 3477 a. borrowing portions of the work for use in compilations, other
3478 composite works, or new projects;
- 3479 b. making derivative works, such as translations, videotaped
3480 versions, and film scripts;
- 3481 c. adding to the work or updating the content of the work; and
- 3482 d. approving decisions related to the publishing or display of new
3483 versions of the creator's work or new works based on the creator's work.

3484
3485 (g) Release of Rights. The faculty member shall assist the University in obtaining
3486 releases from persons appearing in, or giving financial or creative support to, the development
3487 or use of works in which the University has asserted an interest.

3488
3489 (h) Reconveyance of Copyright to the Faculty Member.

3490 (1) When copyright is assigned to the University in full or in part because of
3491 the provisions of this Article, the creator of the copyrighted material may request of the
3492 Director of the Office of Technology Licensing that ownership be returned to the faculty
3493 member.

- 3494 (2) Such request may be granted if it does not
- 3495 a. violate any legal obligations of or to the University;
 - 3496 b. limit appropriate uses of the materials by the University;
 - 3497 c. create a conflict of interest for the faculty member; or
 - 3498 d. otherwise conflict with specific goals of the University.

3499 (3) Such request shall also be granted if the faculty member establishes that
3500 the University has willfully misrepresented to the faculty member's substantial detriment the
3501 necessity or cost of development expenses.

3502
3503 22.5 Instructional Technology and Related Instructional Materials.

3504 (a) The University and UFF recognize the increasing development and use of
3505 technology, and related instructional materials, such as videotapes, interactive television, and
3506 computer software, to support teaching and learning and to enhance the fundamental
3507 relationship between the faculty member and the student.

3508 (1) Instructional technology may be used to deliver distance learning.

3509 (2) The University and UFF affirm that instructional technology and related
3510 instructional materials should be used to the mutual benefit of the University and the faculty
3511 member.

3512 (3) Development of new technology for use in delivering instructional
3513 material is an invention covered by Section 22.6, and is distinguished from the use of existing or

3514 new technology to deliver instructional material, which are works covered by Section 22.4.

3515

3516 (b) When the University assigns a faculty member to develop or provide instruction
3517 through the use of instructional technology or instructional material specifically designed to be
3518 used with such instructional technology, including but not limited to distance learning, the
3519 University shall provide to such faculty member:

3520 (1) Training and resources to support the assignment for adaptation of
3521 instructional material to instructional technology; and

3522 (2) Additional compensation if the assignment is an overload assignment
3523 and/or adjustment in a faculty member's assignment.

3524

3525 (c) Property Rights and Releases. Provisions governing the intellectual property
3526 rights of faculty and releases to be obtained when the University has asserted an interest in
3527 instructional materials constituting a work are contained in Section 22.4, above.

3528

3529 22.6 Inventions.

3530 (a) Faculty Exclusive Ownership Rights.

3531 (1) An invention made outside the field or discipline in which the faculty
3532 member conducts research, teaching, and/or service activities for the University (which shall
3533 include any enhancements, adaptations, or improvements of inventions previously disclosed, or
3534 that were required to be disclosed, hereunder) and for which no University support has been
3535 used is the property of the faculty member, who has the right to determine the disposition of
3536 such invention and revenue derived from it.

3537 (2) However, the faculty member and the University may agree that the
3538 patent for such invention be pursued by the University and the proceeds shared.

3539

3540 (b) University-Supported Efforts. An invention that is made by using University
3541 support, as defined in Section 22.1(h), is the property of the University. In addition, an
3542 invention made within the field or discipline in which the faculty member conducts research,
3543 teaching, and/or service activities for the University (which shall include any enhancements,
3544 adaptations, and improvements of inventions previously disclosed or that were required to be
3545 disclosed hereunder) is the property of the University. The faculty member shall share in the
3546 proceeds from any invention that is the property of the University pursuant to this Article.

3547

3548 (c) Disclosure.

3549 (1) A faculty member shall fully disclose to the Office of Technology
3550 Licensing any invention that the faculty member develops, makes or reduces to practice while a
3551 faculty member of the University of Florida.

3552 a. The disclosure shall include an outline of the project and the
3553 conditions under which it was conducted.

3554 b. If the faculty member wants the University to attempt to patent
3555 the invention, the faculty member shall explain why it has sufficient commercial potential to
3556 warrant the University investment in the patent process.

3557 (2) With respect to inventions made during the course of an approved

3558 outside activity when the University has specifically waived its rights to any inventions as part of
3559 their approval of the outside activity under Article 26.4, the faculty member may delay such
3560 disclosure, when necessary to protect the outside employer's interests, until the outside
3561 employer has made the decision whether to seek a patent.

3562
3563 (d) Review.

3564 (1) If the University wishes to assert its interest in the invention, the Office
3565 of Technology Licensing shall inform the faculty member in writing as soon as practicable but in
3566 no case later than one hundred twenty (120) days after the faculty member's disclosure to the
3567 OTL.

3568 a. If the faculty member desires a preliminary, non-binding
3569 assessment of the University interest, the faculty member shall make a written request for such
3570 assessment at the time of filing the disclosure.

3571 b. Such preliminary assessment shall be provided within sixty (60)
3572 days, and such assessment shall not be binding upon OTL or the University.

3573 (2) The OTL shall conduct an investigation that shall assess the respective
3574 equities of the faculty member and the University in the invention, and determine its
3575 importance and the extent to which the University should be involved in its protection,
3576 development, and promotion.

3577 (3) The OTL shall determine whether sponsored agreements require the
3578 University to take ownership of the invention.

3579
3580 (e) If the University asserts an interest in an invention and the faculty member
3581 disputes the University interest, the faculty member may seek to resolve the matter pursuant
3582 to ARTICLE 28, GRIEVANCE PROCEDURE AND ARBITRATION. During the pendency of the
3583 grievance, the invention will be assigned to the University which will take appropriate steps to
3584 protect it. If the grievance and any appeal or other legal proceedings end with a determination
3585 that the faculty member is the owner of the invention, the University shall transfer ownership
3586 of the invention to the faculty member and none of the costs incurred by the University in the
3587 dispute or for the protection of the invention prior to the transfer shall be assessed against the
3588 faculty member.

3589
3590 (f) Release of Rights.

3591 (1) In the event a sponsor under a sponsored agreement has been offered
3592 the option to apply for the patent to an invention or other rights in an invention, the University
3593 will use its good offices in an effort to obtain the sponsor's decision regarding the exercise of
3594 such rights within the period set forth in the sponsored agreement.

3595 (2) At any stage of making the patent applications, or in the commercial
3596 application of an invention, if the University has not otherwise assigned to a third party the
3597 right to pursue its interests, the University may elect to withdraw from further involvement in
3598 the protection or commercial application of the invention. At the request of the faculty
3599 member in such case, and subject to any applicable sponsored agreement or law, the University
3600 shall transfer the invention rights to the faculty member, in which case the invention shall be
3601 the faculty member's property and none of the costs incurred by the University shall be

3602 assessed against the faculty member unless they are development expenses deducted from
3603 gross revenues received by the University prior to the transfer.

3604 (3) All assignments or releases of inventions, including patent rights, by the
3605 University to the faculty member shall contain the provision that such invention, if patented by
3606 the faculty member, shall be available royalty-free for governmental purposes of the State of
3607 Florida and in connection with federally-sponsored research, the United States, and for
3608 teaching and research purposes for all tax-exempt educational and research institutions, unless
3609 otherwise agreed in writing by the University.

3610 (4) If the University ownership interest in an invention is waived, the
3611 creator must disclose the potential conflict of interest created by the creator's ownership of the
3612 invention when proposing research to be conducted using University resources that could
3613 reasonably appear to influence the financial value of the invention. In such case the University
3614 through the creator and appropriate administrators, may establish the means to manage any
3615 conflict of interest that exists in conducting the research.

3616
3617 (g) It is the policy of the University that in general research results should be
3618 publishable, and publication of such results in appropriate venues is encouraged. However, if
3619 the publication of research results may reveal an invention in which the University has an
3620 interest, faculty members must ask OTL for advice on how and when to publish the results in
3621 order that patent protection for the invention is not compromised.

3622
3623 (h) Voluntary Surrender of Patent Interests. A faculty member and the University
3624 may agree to surrender any interests that the faculty member and the University might have to
3625 any part of any prospective invention to any outside organization, if the faculty member and
3626 the University deem such surrender to be in the best interests of the University and if such
3627 surrender is allowable under applicable law and sponsored agreements and such surrender
3628 does not impair the intellectual property rights of other employees, students, and other third
3629 parties. All faculty members and other University employees involved must agree to the
3630 surrender of the patent rights subject to the concurrence of the University in each case.

3631
3632 22.7 Division of Proceeds.

3633 (a) With regard to any work or invention owned by the University and subject to
3634 the requirements of any applicable sponsored agreements, the net adjusted income shall be
3635 distributed as follows:

- 3636 (1) Schedule A: Up to \$500,000:
3637 40% to the individual creator(s) 10% to the University program(s)
3638 7.5% to the creator(s)'s department
3639 7.5% to the creator(s)'s college
3640 35% to the University
- 3641 (2) Schedule B: \$500,000 or over:
3642 25% to the individual creator(s)
3643 10% to the University program(s)
3644 10% to the creator(s)'s department
3645 10% to the creator(s)'s college

3646 45% to the University
3647 (3) Notwithstanding the above, all net adjusted income from the University
3648 sale or liquidation of equity or other ownership interests originally paid to the University by a
3649 licensee in lieu of cash royalties or license fees shall be distributed according to Schedule B. The
3650 decision as to when to sell, exchange or convert equity interests resides with the University in
3651 its sole discretion.
3652 (4) The division of proceeds set forth in this Section 22.7(a) does not apply
3653 to any works or inventions that are the subject matter of any license agreement or other
3654 transaction entered into by the University or UFRF before July 15, 1997, and the proceeds in
3655 such cases shall continue to be distributed pursuant to the University of Florida Patent Policy
3656 dated February 1993 or any previous agreement entered into by the creator and the University.
3657
3658 (b) Distributions of income shall be made semiannually on or before June 1 and
3659 December 1 of each year.
3660 (1) The University may, at its sole judgment, withhold or delay distribution
3661 of any income if there is a foreseeable development expense yet to be incurred.
3662 (2) In instances where funds are held because of foreseeable development
3663 expenses or where expenses exceed revenue, an accounting of such shall be sent to the
3664 creator's department and college indicating the amounts received for the current six-month
3665 period and the amount of the anticipated expense or deficit.
3666 (3) Once expenses are known with certainty, any excess withholding shall
3667 be distributed.
3668
3669 (c) Payments of the portion allocated to the creator(s) must be made to creator(s)
3670 individually and cannot be assigned by the creator(s) to other parties or entities. The only
3671 exception shall be that after a creator's death, appropriate notification by the personal
3672 representative of the creator's estate, and court approval, if necessary, payment shall be made
3673 to the creator's heirs or devisees.
3674
3675 (d) In the event there are multiple creators for an invention or work, the creators'
3676 share shall be divided equally among all creators unless the creators agree among themselves
3677 to a different division.
3678 (1) If the creators agree among themselves to a different split, OTL must be
3679 notified in writing at least one month prior to the date of the first income distribution as to the
3680 agreed upon division of income.
3681 (2) The portions distributed to the academic units, which are the academic
3682 units of the creator(s) at the time of the creation of the invention or work, shall be pro-rated
3683 when more than one unit is involved.
3684 (3) The University shall make the final decisions on the pro-ration of such
3685 portions to academic units.
3686
3687 (e) In the case of licenses or other transactions involving multiple inventions or
3688 works, the University shall resolve any potential conflicts concerning the applicable distribution
3689 schedules after reviewing the technologies involved.

3690
3691 (f) That portion allocated to the program (or programs) remains under the control
3692 of the University. If there is more than one program in which the invention or work was
3693 developed, the program portion will be pro-rated as determined by the University. If a creator
3694 should leave the University, the portion allocated to the creator's program shall be allocated to
3695 that program as long as the program exists and consists of research in the same area as that
3696 conducted by the creator prior to leaving the University. If the program ends, the portion
3697 allocated to the program shall be allocated to the University. Any determinations regarding the
3698 distribution of the program portion of net income shall be at the sole discretion of the
3699 University.

3700
3701 22.8 Other Requirements.

3702 (a) A faculty member and the University shall not commit any act that would tend
3703 to defeat the University's or the faculty member's interest in a work or invention. The
3704 University shall neither require nor pressure a faculty member to waive the faculty member's
3705 intellectual property rights, nor shall the University retaliate against a faculty member who
3706 declines to waive or otherwise exercises intellectual property rights in accordance with this
3707 Agreement as long as the intellectual property rights of the University, other employees of the
3708 University, students, and other third parties are unimpaired or not at risk of impairment. Any
3709 such waiver shall be in writing and signed by the faculty member.

3710
3711 (b) In accordance with recognized scientific research procedures and sponsored
3712 agreement requirements, faculty members are required to record all research data and
3713 information accurately and clearly and to keep all such data in a permanent and retrievable
3714 form. In addition, with regard to a patentable invention, original laboratory data must be kept
3715 for the life of the patent.

3716
3717 (c) Faculty members must securely store tangible property (such as biological
3718 materials, chemical compounds, and computer discs) related to an invention or work to which
3719 the University has asserted or may assert ownership rights.

3720
3721 (d) Faculty members who leave the University shall be permitted to copy their
3722 laboratory notebooks and take the copies with them, or take samples of tangible property with
3723 them, although they are required to maintain the confidentiality of the data contained within
3724 the notebooks or the tangible property. The original notebooks and other research data will
3725 remain at the University.

3726
3727 (e) The University and the faculty member shall document the terms of any such
3728 transfer of tangible property.

3729
3730 22.9 Execution of Documents. Upon employment the faculty member shall be provided with
3731 a copy of this Article and shall sign an agreement recognizing the terms of this Article.

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ARTICLE 23
OTHER FACULTY MEMBER RIGHTS

23.1 Constitutional Rights of Faculty. Nothing in this Agreement shall be understood to diminish the constitutional rights faculty members have as citizens of the United States or the State of Florida, or to diminish the right of such faculty member to exercise those rights. Any alleged violation of such rights shall not be subject to the grievance and arbitration procedure of this Agreement, but shall be subject to vindication only by a court of competent jurisdiction.

23.2 Limitation on Personal Liability.

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

(b) For information purposes, the pertinent language of Section 768.28(9), Florida Statutes, is reproduced below, as follows:

No officer, employee, or agent of the State or of 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 damage suffered as a result of any act, event or omission of action in the scope of her or his 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.

23.3 Free University Courses.

(a) Full-time faculty members may enroll for up to six (6) credit hours of instruction at the University per term (Fall, Spring, or Summer) without payment of tuition or fees, subject only to the restrictions listed in subsections 23.3(a)(1) through 23.3(a)(4), below. Visiting faculty members are excluded under this section, but faculty members who are on sabbaticals or on professional development or grants-in-aid leave are included.

(1) To qualify for this benefit, the faculty member must have completed six (6) months of continuous employment and be employed by the University on the date the course begins. Faculty members with a principal place of employment outside of Alachua County are eligible to apply for enrollment in up to six (6) hours of instruction per semester at the state university in Florida closest to the place of employment.

(2) The following types of courses are excluded: thesis, dissertation, internships, directed individual study, individual performance courses, non-credit courses, and sponsored credit programs, off-book programs, and some distance education course offerings.

(3) If a faculty member enrolls for a course that meets during hours of the faculty member's regularly scheduled duties, all time taken during that period, including time taken in traveling to and from classes, shall be charged to annual or compensatory leave or leave without pay, unless the work schedule has been adjusted to accommodate the class, subject to approval by the appropriate supervisor. Supervisors shall endeavor to rearrange the

3776 teaching schedules of faculty members who wish to take a class.
3777 (4) In order for a course to qualify under this provision, the faculty member
3778 must complete all required forms.
3779
3780 (b) A faculty member may attend any University course on a non-credit and space
3781 available basis, subject to the instructor's permission.
3782
3783 (c) The benefits under this section shall not be treated in accordance with the
3784 University's section 127 Plan.
3785
3786 23.4 The University shall provide faculty the same benefits it provides to all employees for:
3787 tuition exchange benefits, parking, and bus service. The University shall consult with UFF prior
3788 to making changes in these benefits.
3789

ARTICLE 24
SALARIES

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24.1 Policy. The University and UFF agree that salary is an important factor in the recruitment and retention of faculty members and an incentive for meritorious performance in research/scholarship/creative activity, teaching, and service.

24.2 Effective Date. All salary increases and adjustments referenced in this Article shall become effective retroactive to the beginning of the faculty member’s annual appointment, unless otherwise specified below.

24.3 Promotion Increases. Promotions made to the rank of Associate Professor, Clinical Associate Professor, Associate Curator, Senior Lecturer, Associate in _____, Associate Scholar, Associate Scientist, Associate Engineer, Associate University Librarian, Professor, Clinical Professor, Curator, Master Lecturer, Senior Associate in _____, Scholar, Scientist, Engineer, or University Librarian shall be in accordance with the provisions of ARTICLE 19. Promoted faculty shall receive a promotion salary increase of nine percent (9.0%) of their base salary.

24.4 General Salary Increases.

(a) General salary increases are effective October 1.

(b) In each year of this agreement the University shall provide a raise pool allocated between merit and across- the-board as follows:

	Merit	Across-the-board
2021-2022	TBD	TBD
2022-2023	TBD	TBD
2023-2024	TBD	TBD

(c) Such increases, if any, are applied after a promotion increase.

(d) Faculty who have been appointed to the University Term Professorship shall finish their appointed terms and receive the full \$15,000 amount associated with the program. Should the program be reinstated, faculty in the bargaining unit shall be eligible.

(e) The parties agree to re-openers of Articles 24.4, 24.5, and 24.7 for 2021-2022, 2022-2023, and 2023-2024 in accordance with the provisions of ARTICLE 33, at a time mutually agreeable to the parties.

(f) Salaries for P.K. Yonge faculty are addressed in 24.7.

(g) With respect to the merit portion of any raises:

(1) In any year in which a merit raise is provided each department or

3830 equivalent unit shall be allocated a merit pool using the base salaries of all bargaining unit
3831 faculty members in the unit as of May 15. Chairs or equivalent supervisors who are in the
3832 bargaining unit are excluded from those eligible. The chairs (by college) shall form a separate
3833 merit pool, and the dean shall make merit raise decisions for the chairs.

3834 (2) Eligibility. To be eligible, the employee must have, at a minimum, a
3835 satisfactory evaluation and been employed by the University for at least one (1) semester.
3836 Visiting faculty members or faculty members who have been issued a notice of non-renewal or
3837 layoff in accordance with this Agreement or who have resigned for any reason are not eligible.

3838 (3) Qualifying Criteria for Merit Increases. Merit increases must be
3839 determined using existing criteria which have been established by the faculty, chair, and dean
3840 of each unit, consistent with the terms and provisions of this Agreement.

3841 a. Merit salary increases shall be distributed to faculty members
3842 who qualify under the unit's criteria. In determining who receives a merit increase, the chair or
3843 equivalent supervisor shall consult with the unit's committee responsible for merit pay
3844 considerations.

3845 b. The number of merit increases shall not be limited by any quota.

3846 c. The chair and the merit pay committee shall attach the unit's
3847 merit criteria and distribution system to the determined list of merit increases that are
3848 forwarded to the dean.

3849 d. The dean shall review the unit's merit increase decisions to
3850 ensure that they are consistent with the unit's criteria for merit salary increases. The dean may
3851 send the proposal back to the department for reconsideration, along with the noted concerns
3852 where there appears to be an inconsistency between the criteria and the recommendations.

3853 e. Notwithstanding other provisions of this agreement, department
3854 merit procedures and tenure and promotion criteria shall be used for merit raises. In addition,
3855 notwithstanding other provisions of this agreement, all activities in research, teaching, and
3856 service for the three (3) previous years shall be considered for merit pay raises.

3857
3858 24.5 Administrative Discretionary Salary Adjustments. Subject to any qualifying provisions
3859 specified below, the University may in appropriate circumstances adjust the salary of a
3860 bargaining unit member for merit, market equity adjustments, verified counteroffers, salary
3861 compression/inversion, increased duties and responsibilities, special achievements, and similar
3862 special circumstances. These increases may occur at any time.

3863 (a) The parties agree that the total funds for such salary adjustments shall be not
3864 more than one percent (1.0%) annually, based on the total base salary rate of members of the
3865 bargaining unit as of August 30.

3866
3867 (b) Salary Increases for Increased Duties and Responsibilities. Faculty members in
3868 the bargaining unit who are assigned administrative duties and responsibilities, such as
3869 department chairs, center directors, program directors, heads of equivalent administrative
3870 units, or department graduate or undergraduate coordinators, may receive a discretionary
3871 salary increase or supplement for the length of their administrative appointment.

3872
3873 (c) Report of Discretionary Salary Adjustments. On July 30 of each year the

3874 University shall provide the UFF with an electronic copy of the total list of salary increases
3875 under Section 24.5 that the University has implemented during the previous fiscal year ending
3876 June 30. These lists shall provide the name, rank, and department of the faculty member, the
3877 amount of the increase, and the reason for the increase.

3878

3879 24.6 Salary Increases Funded Through Contracts, Grants, or Auxiliary Budgets. The funds
3880 available for salary increases to faculty members on contracts, grants, or auxiliary budgets, as a
3881 percentage of their collective base salary rate, shall be equivalent to the funds available for
3882 salary increases to faculty on Educational and General (E&G) funding, as a percentage of their
3883 collective base salary rate, provided that such salary increases are permitted by the terms of
3884 the contract or grant.

3885

3886 24.7 Salary Increases for P. K. Yonge faculty members.

3887 (a) Promotions made to the rank of University School Assistant Professor,
3888 University School Associate Professor, or University School Professor, shall be in accordance
3889 with the provisions of ARTICLE 19. Promoted faculty shall receive a promotion salary increase of
3890 nine percent (9.0%) of the faculty member's previous year's base salary plus degree
3891 supplement.

3892

3893 (b) Full-time faculty members who have received a satisfactory annual evaluation
3894 and are not in layoff or non-renewal status shall be eligible for salary increases consistent with
3895 state policies. In accordance with the provisions of ARTICLE 33, the University and UFF agree to
3896 re-open negotiations each year of the contract for the purpose of determining appropriate
3897 raises consistent with state regulations and policies. The current framework for a salary
3898 schedule is found in APPENDIX E. The difference between the performance adjustments and
3899 any general raise shall be paid across the board.

3900

3901 (c) Salary Supplements. Faculty members shall receive salary supplements for
3902 additional duties assigned by the director and as specified in APPENDIX F, under the following
3903 conditions:

3904 (1) Salary supplements may be included for the purposes of calculating
3905 retirement benefits but shall not to be included in the base salary rate upon which future salary
3906 increases are calculated.

3907 (2) If the faculty member resigns or is otherwise unable to complete
3908 additional duties, the salary supplement will be prorated for the portion of additional duties
3909 actually performed.

3910

3911 24.8 Salary Increase Notification.

3912 (a) Faculty members shall be notified of any merit and market equity salary
3913 increases that will be implemented under this Article prior to submission to the payroll
3914 department. Upon request, a faculty member shall have the opportunity to consult with the
3915 person or committee that makes the recommendation.

3916

3917 (b) Faculty members shall receive written notice of any salary increase within four

3918 (4) weeks of implementation, including a description of the reason for the raise.

3919

3920 24.9 Notice to UFF.

3921 (a) Not later than thirty (30) days after the first pay period in which the general
3922 merit or across the board salary increases provided in this Article are reflected, the Office of
3923 Human Resource Services shall provide the UFF with a salary report in Excel spreadsheet
3924 format, listing all in-unit faculty members.

3925

3926 (b) This report shall include the following information for each faculty member:

3927 (1) name;

3928 (2) department and college;

3929 (3) rank or position including the titles such as "visitor";

3930 (4) position code;

3931 (5) percentage FTE appointment;

3932 (6) annual appointment (9-mo, 10-mo, or 12-mo);

3933 (7) date of hiring;

3934 (8) date of most recent promotion;

3935 (9) years in current rank;

3936 (10) the faculty member's base salary before this year's salary increases;

3937 (11) the amount the faculty member received from each salary increase

3938 category, including any promotion increase or any other adjustments; and

3939 (12) the new base salary rate after the salary increases described above.

3940

3941 (c) A copy of the annual salary increases referenced in this Article shall
3942 simultaneously be available to all faculty.

3943

3944 (d) Upon notification to UFF, all faculty within the bargaining unit will be provided
3945 with digital access by the University and notified that the report is available for their review.

3946

3947 24.10 Type of Payment for Assigned Duties.

3948 (a) Duties and responsibilities assigned by the University to a faculty member that
3949 do not exceed the available established FTE for the position shall be compensated through the
3950 payment of Salary, not OPS.

3951

3952 (b) Duties and responsibilities assigned by the University to a faculty member that
3953 are in addition to the available established FTE for the position shall be compensated through
3954 OPS, not Salary.

3955

3956 24.11 Grievability.

3957 (a) Except for grievances alleging discrimination under the NONDISCRIMINATION
3958 Article, the only issue to be addressed in a grievance alleging violations of this Article is whether
3959 the University properly applied the procedures set forth in this Article. If an arbitrator finds that
3960 the procedures have not been properly applied, the arbitrator shall identify the failure and
3961 remand the matter to the University for proper application of the procedures and recalculation

3962 of the salary increase or salary level.

3963

3964 (b) If a faculty member seeks redress of an alleged violation of this Article by filing
3965 a grievance under the provisions of ARTICLE 28, GRIEVANCE PROCEDURE AND ARBITRATION,
3966 the faculty member must file a grievance within forty-five (45) days after the first paycheck that
3967 is affected by the alleged violation.

3968

3969 24.12 Other Faculty Award Programs. The University shall continue to provide one-time
3970 awards, which do not increase the faculty member's base salary, under the same programs and
3971 on the same basis as in the past.

3972 **ARTICLE 25**

3973 **BENEFITS**

3974

3975 25.1 The State of Florida administers both retirement and health insurance programs for
3976 state employees, including University of Florida faculty. The University shall provide to faculty
3977 members both retirement and insurance programs under the provisions of State law.

3978

3979 25.2 With respect to retirement programs, both the Optional Retirement Program and the
3980 Florida Retirement System shall be available in accordance with state law.

3981

3982 25.3 In addition to the State insurance programs, the University offers domestic partners
3983 health coverage. Bargaining unit faculty members are eligible to elect this option on the same
3984 terms and conditions available to other University employees.

3985

3986 25.4 Neither the University nor UFF shall interpret the provisions in Section 25.1 as waiving,
3987 nor shall they in any way be deemed to waive, any rights either party may have to bargain with
3988 respect to the impact of any change in state program offerings.

3989

3990 25.5 New program offerings or the reduction or elimination of existing programs by the
3991 University that affect members of the bargaining unit shall be the subject of collective
3992 bargaining.

3993

3994 25.6 The University recognizes that faculty members may wish to adjust their workload as
3995 they near retirement, and that individual faculty member needs may vary. Any phased
3996 retirement proposal requested by a faculty member may not contravene other provisions of
3997 the collective bargaining agreement and is subject to written approval by the respective dean.

3998

3999 25.7 The University may offer retirement incentives. The University shall consult with UFF
4000 before implementing any such incentives.

4001

4002 25.8 Retirement Credit. Retirement credit for faculty members who are authorized by the
4003 University to take uncompensated or partially compensated leaves of absence shall be granted
4004 in accordance with State law that exists at the time leave is granted.

4005

4006 25.9 Benefits for Retired Faculty members.

4007 (a) Subject to University policies, faculty members who retire from the University
4008 shall be eligible on the same basis as bargaining unit faculty members to receive the following
4009 benefits:

4010 (1) Retired employee identification card;

4011 (2) Use of the University library (i.e., public rooms, lending and research
4012 service);

4013 (3) Listing in the University directory;

4014 (4) Placement on designated University mailing lists;

4015 (5) A University parking decal;
4016 (6) Use of University recreational facilities (retired faculty members may be
4017 charged fees lower than those charged to bargaining unit faculty members for the use of such
4018 facilities);
4019 (7) The right to enroll in courses without payment of fees, on a space
4020 available basis;
4021 (8) A mailbox in the department/unit from which the faculty member
4022 retired, subject to space availability;
4023 (9) University e-mail address;
4024 (10) A Gatorlink account; and
4025 (11) All eligible retirees may elect to continue to participate in the State
4026 administered insurance plans. Retired faculty members of any State-administered retirement
4027 system are entitled to health insurance subsidy payments in accordance applicable state laws
4028 with the exception of retirees who participated in the Optional Retirement Program.
4029 (12) Faculty members who have Graduate Faculty status may keep that
4030 status upon retirement and may participate in accordance with department and graduate
4031 school policies.
4032
4033 (b) Health Insurance Premiums. At retirement, faculty members have the option of
4034 remaining in the health insurance plans offered by the University after retirement governed by
4035 eligibility criteria from the State of Florida.
4036
4037 25.10 Pre-tax Programs. To the extent permissible by federal or state law the University shall
4038 continue to provide pre-tax programs for faculty members.
4039
4040 25.11 Employee Assistance Program. If the University considers revisions to the EAP, it shall
4041 consult with UFF

4042 **ARTICLE 26**

4043 **OUTSIDE ACTIVITY AND CONFLICT OF INTEREST**

4044

4045 26.1 Policy.

4046 (a) When properly approved and managed, the University of Florida and UFF-UF
4047 agree that Outside Activities may support faculty professional growth and reputation, create
4048 and disseminate new knowledge and ideas, and further the University's mission of excellence in
4049 education, research, and service. A faculty member's primary professional obligations are to
4050 maintain the highest ethical and professional standards and, as an agent of the University, act
4051 in its best interests. Faculty members may engage in approved Outside Activity, including
4052 employment, and hold Financial Interests as long as the activities and interests are in
4053 accordance with the law and do not conflict with their University duties and responsibilities.

4054

4055 (b) All employees of the University are bound to observe, in all official acts, the
4056 standards of ethics set out in the Code of Ethics for Public Officers and Employees of the State
4057 of Florida (Chapter 112, Part III, Florida Statutes) and the advisory opinions rendered with
4058 respect thereto. Other provisions of laws and regulations of the State of Florida govern
4059 obligations and responsibilities of faculty members who receive State compensation in addition
4060 to their annual salary. It is prohibited to use a proxy to engage in actions that a faculty member
4061 is prohibited from engaging in under the laws and other authorities referenced in this
4062 paragraph.

4063

4064 (c) This Article shall not be used to deny or retaliate against the legitimate exercise
4065 of rights protected by this Agreement, including but not limited to the rights protected by
4066 ARTICLE 10, ACADEMIC FREEDOM AND RESPONSIBILITY and ARTICLE 22, INTELLECTUAL
4067 PROPERTY.

4068

4069 (d) Requirements for reporting of Outside Activities in any form or context, including
4070 any requirements for reporting of Outside Activities undertaken during leaves, shall follow the
4071 general provisions of this Article and applicable state law. Modifications to reporting
4072 requirements may be necessitated from time to time to conform to state and federal laws.
4073 Refinements to UF's bargained policies shall follow ARTICLE 8, UNIVERSITY OF FLORIDA
4074 REGULATIONS AND POLICIES of this agreement.

4075

4076 26.2 Definitions.

4077 (a) "Inside Activity" shall mean any activity a faculty member does as part of their
4078 assigned research, clinical, teaching, or service responsibilities including University activities
4079 that form the basis for supervisory assessment of their University job performance.

4080

4081 (b) "Outside Activity" is any activity undertaken by the faculty member that is not an
4082 Inside Activity.

4083

4084 (c) "Institutional Expertise" shall mean a faculty member's teaching, research or
4085 clinical expertise in their University discipline.

4086
4087 (d) "Reporting Household" shall mean a spouse, domestic partner, dependent child
4088 or stepchild or any Relative (as defined in Florida Statute 112.312) who shares a household with
4089 the faculty member.

4090
4091 (e) "Private Interest" is a concrete Financial Interest, or other material or tangible
4092 interest, including compensated or uncompensated relationships, held by or inuring to a faculty
4093 member or Reporting Household member, and arising from the faculty member's Outside
4094 Activity.

4095
4096 (f) "Entity" shall mean any business, company, or other organization, whether
4097 public or private, including without limitation any partnership, corporation, limited liability
4098 corporation, unincorporated association, or other institution or organization, whether for-profit
4099 or not-for-profit.

4100
4101 (g) "Conflict of Interest" shall mean a Private Interest, or relationship to a relative,
4102 that would reasonably appear to (a) adversely influence a faculty member's actions, judgement
4103 or decisions, required to carry out Inside Activities or (b) create an unlawful conflict with the
4104 faculty member's position as a public employee, as decreed by state or federal law, which
4105 includes a situation in which regard for a private interest leads to disregard of a public duty or
4106 interest.

4107 (1) A faculty member's exclusive ownership of Works or Inventions - as
4108 detailed in Article 22.4(a) and 22.6(a) - does not constitute a Conflict of Interest. However, the
4109 exercise of such rights requires disclosure for the purpose of determining a related Conflict of
4110 Interest as detailed in 26.2(k).

4111
4112 (h) "Conflict of Commitment" shall mean Outside Activities whose time of
4113 occurrence or duration would hinder the faculty member from carrying out Inside Activities.

4114 (1) Outside Activities undertaken entirely during a time when the faculty
4115 member has no Inside Activities shall not constitute Conflicts of Commitment although they
4116 may constitute Conflicts of Interest. Outside Activities that shall not constitute Conflicts of
4117 Commitment include Outside Activities undertaken entirely when the faculty member is not on
4118 appointment or contract with the university, such as Outside Activities undertaken by Faculty
4119 on 9 or 10 month contracts who have no summer appointment under the provisions of ARTICLE
4120 17 or those undertaken when the faculty member is on appointment but conducted during
4121 times or frequencies that do not interfere with the faculty member's Inside Activities.

4122
4123 (i) "Financial Interest" shall mean any Private monetary or equity Interest which
4124 would create a Conflict of Interest.

4125
4126 (j) An "Investigator" shall mean the principal Investigator, co-principal Investigator,
4127 or any other employee responsible for the design, conduct, or reporting of the proposed or
4128 funded research or educational activities.

4129

4130 (k) "Reportable Outside Activity" shall mean any Financial Interest or Outside
4131 Activity that is required to be disclosed to the University through the UFOLIO system (APPENDIX
4132 G), for the purpose of evaluation of Conflict of Interest, as provided in Items 1 to 11 below.
4133 However, Reportable Outside Activities reported through UFOLIO may additionally be
4134 evaluated for Conflict of Commitment.

4135 (1) Management or Material Interest: An employee must report a
4136 management position (e.g., officer, director, partner, proprietor) held or material interest
4137 (more than a 5% ownership interest) owned by themselves, anyone in the Reporting
4138 Household, and any Relative (as defined in Florida Statute 112.312) whose position or interest
4139 is known to the employee, in an Entity that enters into any agreements or contracts with
4140 University (e.g., service agreements, leases, sales agreements).

4141 (2) Publicly-Traded Entity Payments/Ownership: An employee must report
4142 receipt of payments from or an ownership interest of \$5,000 or more (including shares,
4143 partnership stake, or derivative interests such as stock options) in a publicly-traded Entity by
4144 the employee or anyone in the Reporting Household where the payments or ownership interest
4145 reasonably appear to be related to the employee's Inside Activities or Institutional Expertise.
4146 This does not include an ownership interest managed by a third party, such as a mutual or
4147 retirement fund.

4148 (3) Privately-Held Entity Ownership: An employee must report any
4149 ownership in a privately held Entity by the employee or a member of the Reporting Household,
4150 where the ownership interest reasonably appears to be related to the employee's Inside
4151 Activities or Institutional Expertise.

4152 (4) Public Office/Candidate: An employee must report if the employee is a
4153 candidate for public office or holds public office.

4154 (5) Outside Teaching Appointments: An employee must report if the
4155 employee has or is seeking approval to hold an additional (to their UF appointment) teaching
4156 appointment with an outside Entity, in the area of their Institutional Expertise that represents a
4157 Private Interest.

4158 (6) Outside Research: An employee must report if the employee oversees or
4159 conducts or is seeking approval to conduct any research in the general area of their Institutional
4160 Expertise at, or receive any research resources or funding from or through, any Entity other
4161 than the University. Research by Investigators conducted at Entities as part of a University
4162 sponsored project or research funding received by the University is subsumed under Inside
4163 Activity and hence does not need to be disclosed in UFOLIO.

4164 (7) Classroom Works: An employee must report if the employee requires or
4165 seeks approval to require students to purchase works to be used in the employee's classroom
4166 when such works were created, authored or co-authored (e.g., textbook(s), computer software,
4167 electronic or digital media) by the employee or employee's spouse and for which the employee
4168 or their spouse will receive, or anticipate receiving payment, loan, subscription, advance,
4169 deposit of money or service or anything of monetary value.

4170 (8) Royalties/Copyright/Licensing Income (according to ARTICLE 22 for
4171 faculty in the bargaining unit): An employee must report if the employee receives royalties,
4172 licensing fees, and/or copyright income in the area of their Institutional Expertise of \$5,000 or
4173 more, annually from an Entity other than the University.

4174 (9) Expert Witness/Legal Consulting: An employee must report if the
4175 employee serves or seeks approval to serve as an expert witness and/or engage in consulting in
4176 the area of their Institutional Expertise or Inside Activities in a legal matter like a lawsuit or a
4177 potential lawsuit.

4178 (10) Professional Services Related to Institutional Expertise: An employee
4179 must report if an employee provides or seeks approval to provide professional services to an
4180 outside Entity in the area of the employee's Inside Activities or Institutional Expertise that
4181 represent a Private Interest.

4182 (11) Leadership Roles: An employee must report if the employee has a senior
4183 management, administrative, or leadership role, that represents a Private Interest, with an
4184 outside Entity related to the employee's Inside Activities or Institutional Expertise where the
4185 employee makes executive business and/or financial decisions on behalf of the outside Entity.

4186 (12) Innovation Inducement Cash Value Prize: An employee must report if
4187 they choose to participate, as an Outside Activity, in a competition, with a prize amount greater
4188 than \$5000, in the area of their Institutional Expertise.

4189
4190 (l) "Non-reportable Outside Activities" include, but are not limited to:

4191 (1) Any activity that is described as not reportable in APPENDIX G (UFOLIO);

4192 or

4193 (2) Reporting for required jury duty; or

4194 (3) Serving in the United States Armed Forces or other branches of the
4195 military; or

4196 (4) Participating in scientific or educational conferences, invited colloquia or
4197 other events while representing the University, subsumed under Inside Activities; or

4198 (5) Performing unpaid peer review, conference committee or journal
4199 editorial duties while representing the University, subsumed under Inside Activities;

4200 (6) Research activities approved and coordinated through the University
4201 including research by Investigators conducted at Entities as part of a University sponsored
4202 project or research funding received by the University, subsumed under Inside Activities; or

4203 (7) Reviewing proposals for a federal or state government sponsor or a
4204 domestic non-profit organization, subsumed under Inside Activities; or

4205 (8) Writing or editing activities that are subsumed under Inside Activities; or

4206 (9) Membership in an academic or professional society (however, serving on
4207 the Board or carrying a fiduciary role requires disclosure); or

4208 (10) Receiving honors, academic awards, or an honorary degree from a non-
4209 profit institution that are not cash value prizes as set forth in 26.12, subsumed under Inside
4210 Activities; or

4211 (11) Taking Sabbatical or Professional Development Leave, subsumed under
4212 Inside Activities; or

4213 (12) Serving as a program manager for a federal agency or working on an
4214 assignment through the Intergovernmental Personnel Act or a related federal program,
4215 subsumed under Inside Activities; or

4216 (13) Participating in the Fulbright (Scholar) Fellowship program, subsumed
4217 under Inside Activities; or

4218 (14) Serving as an external member of a thesis, dissertation, or promotion
4219 committee, subsumed under Inside Activities.

4220
4221 (m) "Other Disclosable Activities" shall mean Non-reportable Outside Activities that
4222 taken alone or together could represent a Conflict of Commitment.

4223
4224 (n) "Permissible Conflict" shall mean an approved Conflict of Commitment or
4225 Conflict of Interest that must be managed as the faculty member engages in the corresponding
4226 Outside Activity.

4227
4228 26.3 Intellectual Property Conflicts.

4229 (a) Faculty Intellectual Property disclosure requirements and the University's
4230 ownership rights to inventions and works are outlined in this Article and ARTICLE 22.

4231 (1) Faculty-Created Course Materials. The University and UFF acknowledge
4232 that under law faculty members may benefit financially from their intellectual property,
4233 including but not limited to instructional materials assigned for use by their students. If, in a
4234 University of Florida course or program, a faculty member requires use of instructional
4235 materials or other resources in which that faculty member or the faculty member's
4236 spouse/domestic partner or dependent child has a Financial Interest, the following conditions
4237 shall apply:

4238
4239 (b) The faculty member shall report the required use of books, supplies, or other
4240 instructional resources at the University when there is a financial benefit to the faculty member
4241 or the faculty member's spouse or domestic partner or minor child. Such required materials or
4242 resources must be

4243 (1) Selected for academic reasons independent of any financial gains for the
4244 individual faculty member;

4245 (2) The original work of the faculty member and not solely a collection of the
4246 works of others;

4247 (3) Offered at the fair market price;

4248 (4) Under copyright, patent, or trademark, and published or produced by an
4249 incorporated or registered publisher, company, or Entity and their use does not require the
4250 user to waive any intellectual property rights; and

4251 (5) Adopted consistent with the Florida Code of Ethics for Public Officers and
4252 Employees and the Board of Governors Regulation 8.003.

4253
4254 (c) Such required materials or resources also must not include sale, separate from
4255 the textbook or workbook, of exams, quizzes, required assignments, extra-credit assignments,
4256 and other general course information and evaluative materials that are customarily available in
4257 the textbook or workbook or are customarily made available to students free of charge.

4258
4259 (d) The faculty member or Reporting Household may receive no financial benefit
4260 from instructional materials and other resources the faculty member assigns that have not

4261 been adopted for use in the national higher education market unless the use of the materials
4262 best serves the academic interests of the class under the circumstances.

4263

4264 (e) All students must be provided with a free copy of the course syllabus at
4265 <http://syllabus.ufl.edu/> that includes an accurate description of the course materials and clearly
4266 indicates which materials are required and which are recommended for the course as well as
4267 details about exams and other assignments, how grades will be assigned, and any attendance
4268 policy.

4269

4270 (f) If, upon the disclosure by the faculty member, the conditions in Sections 26.3(a)–
4271 26.3(c), above, are satisfied, then the required use of instructional materials in which the
4272 faculty member has a Financial Interest shall not be interpreted to be an Impermissible Conflict
4273 of Interest.

4274

4275 26.4 Reporting, Review, and Communication Timeline and Procedure for Reportable Outside
4276 Activities.

4277 (a) Faculty must disclose Reportable Outside Activities through the UFOLIO system.
4278 Faculty must receive approval through the UFOLIO System prior to commencing such activities.
4279 UFOLIO, including FAQ and other information, can be accessed here:
4280 <https://compliance.ufl.edu/ufolio/> Reportable Outside Activities must be disclosed through
4281 UFOLIO at the following times:

4282 (1) Upon initial hiring or engagement with the University;

4283 (2) Prior to acquiring, prior to engaging in, prior to committing to engage in,
4284 or implementing a material change to a Reportable Outside Activity; a faculty member may
4285 resubmit a Reportable Outside Activity in UFOLIO even if it was previously denied, provided the
4286 reason for denial was based on insufficient disclosure, or there is a change in the faculty
4287 member's Inside Activities or Institutional Expertise.

4288 (3) Prior to entering a relationship, including a familial relationship, which
4289 could reasonably be perceived as creating a Conflict of Interest; and

4290 (4) At least annually, when requested by the University, even if attesting to
4291 no change from previous disclosures or no disclosures.

4292

4293 (b) The only questions the faculty member must answer in the UFOLIO system can
4294 be found in APPENDIX G of this Collective Bargaining Agreement. However, if the reviewer
4295 cannot make a determination to approve without additional information or clarification and a
4296 faculty member declines or is unable to provide the information or clarification within the
4297 timeframe in 26.4(c), the approver may deny the activity for insufficient disclosure of
4298 information.

4299

4300 (c) Once submitted in UFOLIO, disclosures should be reviewed, and a determination
4301 of either approval or denial should be issued within thirty (30) days, along with a written
4302 explanation of a denial. The written explanation should provide a reason for the determination
4303 and indicate whether the denial is based on Insufficient disclosure, or Impermissible Conflict of
4304 Interest or Impermissible Conflict of Commitment. However, requests for clarifications,

4305 communications between supervisors and the Conflict of Interest Program, approvals for
4306 exemptions from applicable provisions of the Florida Code of Ethics for Public Employees, or
4307 ancillary reviews by other University offices may result in longer review times. Review status is
4308 viewable in UFOLIO at all times. If a decision has not been made by Day 30, a faculty member
4309 may allow the review process to continue or request and will receive a determination regarding
4310 the disclosure within 72 hours.

4311
4312 (d) If the expected or estimated compensation for Reportable Outside Activities is
4313 \$5,000 or more, the faculty member must report the expected or estimated amount of
4314 compensation and may be required to provide formal documentation of the number of
4315 compensated hours as relevant to the specific Reportable Outside Activity in 26.2(k) and
4316 APPENDIX G.

4317
4318 (e) Advisory Opinion. A faculty member may request an advisory opinion from the
4319 Florida Commission on Ethics (<http://www.ethics.state.fl.us/>) about how Art. II, Sec. 8, Fla.
4320 Constitution or the Florida Code of Ethics applies to the faculty member's situation.

4321
4322 26.5 Reporting, Review, and Communication Timeline and Procedure for Other Disclosable
4323 Activities.

4324 (a) The faculty member shall disclose Other Disclosable Activities to their chair or
4325 director in the manner specified by the chair or director. Such manner must, at a minimum,
4326 require that the chair or director is informed of the full extent of the Other Disclosable Activity
4327 and time commitment prior to approval. Within thirty (30) days of receiving this information,
4328 the chair or director, in consultation with Assistant Vice President for Conflicts, must provide
4329 either a written approval of the activity or provide a written determination of Permissible or
4330 Impermissible Conflict of Commitment, along with a reason for the determination detailing why
4331 the time or duration of the activity could hinder the faculty member from carrying out their
4332 Inside Activities. Failure to provide such a determination shall constitute approval by the
4333 University. However, if the activity results in documented performance deficiencies in the
4334 faculty member's Inside Activities it may be subsequently disallowed.

4335
4336 (b) The faculty member is not required to disclose amounts of compensation but
4337 may be required to provide formal documentation of the number of compensated hours.

4338

4339 26.6 Review and Adjudication Authorities.

4340 (a) For Reportable Outside Activities disclosed through UFOLIO the Assistant Vice
4341 President for Conflicts of Interest and, depending upon the type of activity or interest, other
4342 applicable designated University officials will determine whether the activity constitutes a
4343 Permissible Outside Activity with or without an approved Conflicts management plan or is an
4344 Impermissible Conflict of Interest. The direct supervisor will be consulted for determining
4345 Conflict of Commitment.

4346

4347 (b) For Other Disclosable Activities, the faculty member's direct supervisor, in
4348 consultation with Assistant Vice President for Conflicts, will determine whether the activity

4349 constitutes a Permissible Outside Activity with or without an approved conflicts management
4350 plan or is an Impermissible Conflict or Commitment.

4351

4352 (c) Determinations in 26.6(a) and 26.6(b) must be made in accordance with the
4353 definitions of Conflicts of Interest or Conflict of Commitment and may not be arbitrary,
4354 capricious, discriminatory or retaliatory.

4355

4356 (d) The faculty member and the University have a shared responsibility to identify
4357 any Permissible or Impermissible Conflict of Commitment and manage the conflict
4358 appropriately according to the provisions of 26.7.

4359

4360 (e) Advisory Opinion. A faculty member may request an advisory opinion from the
4361 Florida Commission on Ethics (<http://www.ethics.state.fl.us/>) about how Art. II, Sec. 8, Fla.
4362 Constitution or the Florida Code of Ethics applies to the faculty member's situation.

4363

4364 26.7 Resolving Conflicts of Interest and Conflicts of Commitment.

4365 (a) Conflicts of Interest or Conflict of Commitment are prohibited unless they are
4366 determined to be Permissible by the University and managed.

4367

4368 (b) Faculty must adhere to the highest ethical and professional standards. Potential
4369 conflicts must be disclosed as set forth in this ARTICLE 26. If faculty have questions concerning a
4370 potential Conflict of Interest or Conflict of Commitment, they must first discuss these concerns
4371 with their chair or director.

4372

4373 (c) If any questions arise regarding a potential Conflict of Interest or Conflict of
4374 Commitment, the Conflict of Interest Program or immediate supervisor, as applicable, should
4375 bring the matter to the attention of the faculty member involved as soon as possible so that it
4376 can be determined whether and what type of disclosure is required, whether there is a conflict
4377 and if the conflict is permissible.

4378

4379 (d) The Assistant Vice President for Conflicts of Interest and, depending upon the
4380 type of activity or interest, other applicable designated University officials and/or direct
4381 supervisor may require a faculty member to enter into a reasonable and appropriate
4382 monitoring plan to allow for a Permissible Conflict of Interest or Permissible Conflict of
4383 Commitment. Immediately following a determination of Permissible Conflict of Interest or
4384 Permissible Conflict of Commitment and adoption of the monitoring plan if applicable, a faculty
4385 member is permitted to engage in the disclosed Outside Activity. The faculty member is
4386 responsible for managing the conflict, working in conjunction with their chair or director.

4387

4388 26.8 Violations.

4389 (a) The University may take administrative or progressive disciplinary action
4390 concerning violations of this Article, as set forth in ARTICLE 27, DISCIPLINARY ACTION AND JOB
4391 ABANDONMENT.

4392

4393 (b) Failure to Disclose.
4394 (1) Failure to disclose a Reportable Outside Activity by a respective deadline
4395 shall result in a written notification from the University, with copies to the faculty member's
4396 chair or director and dean, directing the faculty member to complete the disclosure within ten
4397 (10) business days. Upon receipt of written notification the faculty member must cease the
4398 activity. The faculty may choose to discontinue the activity with no further disclosure or may
4399 seek approval to continue the activity.
4400 (2) Failure to disclose more than ten (10) business days following the receipt
4401 of a delinquency notification shall result in a written reprimand from the University, with copies
4402 to the faculty member's chair or director and dean, indicating the faculty member must
4403 complete the disclosure within ten (10) business days.
4404 (3) If a faculty member fails to disclose more than ten (10) business days
4405 following receipt of a written reprimand, the University may take additional administrative or
4406 progressive disciplinary action against the faculty member as set forth in ARTICLE 27.
4407 (4) Failure to disclose a Reportable Outside Activity or failure to make a
4408 truthful disclosure of Reportable or Other Disclosable Outside Activity may subject the faculty
4409 member to administrative or progressive disciplinary action as set forth in ARTICLE 27.
4410
4411 (c) Faculty commencing a Reportable or Other Disclosable Outside Activity before
4412 receiving approval or determination of Permissible Conflict as required herein may be subject
4413 to administrative or progressive disciplinary action as set forth in ARTICLE 27.
4414

4415 26.9 Grievance Procedure.

4416 (a) A faculty member may grieve the University's determination that a faculty
4417 member failed to disclose an Outside Activity, or the University's failure to provide a
4418 determination within the timelines set forth in 26.4 and 26.5, or the denial of an Outside
4419 Activity citing insufficient disclosure or Impermissible Conflict, or the monitoring plan required
4420 to manage a Permissible Conflict or any other violation of this Article.
4421 (1) The process and deadline for filing a grievance based on the University's
4422 determination that a faculty member failed to disclose, or failed to make a truthful disclosure of
4423 an Outside Activity or any other violation of this Article leading to discipline shall be in
4424 accordance with ARTICLE 28.
4425 (2) The process and deadline for filing any other grievance challenging the
4426 denial of an Outside Activity, including for insufficient disclosure, or challenging the monitoring
4427 plan required to manage a Permissible Conflict shall be in accordance with ARTICLE 28 in all
4428 respects, except as follows (in 26.9(a)(2)a - 26.9(a)(2)e), unless mutually agreed otherwise. For
4429 specificity, where an administrator has made a reasonable judgment involving the exercise of
4430 permissible discretion related to an Outside Activity, the arbitrator shall not substitute the
4431 arbitrator's judgment for that of the administrator.
4432 a. The grievance shall immediately go to Step 3 Grievance Review in
4433 accordance with ARTICLE 28;
4434 b. The hearing shall be by video conference within twenty (20) days
4435 whenever feasible; extensions not to exceed ten (10) additional days shall be granted if the
4436 UFF-UF or the University can demonstrate in writing that the deadline is unfeasible;

- 4437 c. No transcript of the hearing shall be made;
4438 d. No post-hearing briefs shall be filed;
4439 e. The arbitrator shall make every effort to render a decision within
4440 ten (10) business days of the hearing

4441

4442 26.10 Use of University Resources.

4443 (a) "Incidental Use" of University facilities, equipment or services. Use of university
4444 facilities, equipment or services for personal use and/or use in Outside Activities is prohibited.
4445 The University recognizes that sometimes faculty may incidentally use university facilities,
4446 equipment or services for personal use and does not seek to discipline faculty for incidental
4447 use. Incidental Use must not adversely affect the performance of employee's university duties
4448 or the university's operations, must be extremely limited in duration and frequency and must
4449 be restricted to matters that cannot be addressed during non-working time.

4450

4451 (b) A faculty member engaging in any Outside Activity shall not make more than
4452 Incidental Use the facilities, equipment, or services of the University in connection with such
4453 Outside Activity without prior approval of the University or designee. Approval for the use of
4454 University facilities, equipment, or services may be conditioned upon reimbursement for such
4455 use.

4456

4457 26.11 No University Affiliation.

4458 (a) A faculty member engaging in Outside Activity does so as a private citizen and
4459 shall not represent himself or herself to the outside employer or other recipient of services as
4460 engaging in such Outside Activity as an employee, agent, or spokesperson of the University
4461 except when specifically authorized in writing by the University to do so.

4462

4463 26.12 Cash Value Prizes. "Cash Value Prizes" are awards of cash exceeding \$5000 that
4464 recognize work performed in the area of a faculty member's University expertise. Cash Value
4465 Prizes are distinct from grants, contracts, or gifts that are awarded in advance for proposed
4466 work. Cash Value Prizes generally fall into two main categories: (a) Innovation Inducement
4467 Prizes, which are awarded to winners of competitions including challenge prizes by Federal or
4468 non-profit Agencies requiring the attainment, within a specific time frame, of specific material,
4469 technology translation, or commercialization goals; and (b) all other Cash Value Prizes, including
4470 recognition prizes for research, scholarly or artistic accomplishments such as the Nobel prizes,
4471 the Fields medal, Clay Millennium prize, National book award, or Pulitzer prize.

4472 (a) Innovation Inducement Prizes. Faculty wishing to compete for Innovation
4473 Inducement Prizes may do so as one of the following.

4474 (1) An Outside Activity (which requires timely approval as outlined in the
4475 Collective Bargaining Agreement) that does not make more than Incidental Use of University
4476 facilities, equipment, or services including graduate student and research staff time. Pursuit of
4477 an Innovation Inducement Prize within a faculty member's area of expertise and/or using
4478 results from the faculty member's previous work at the University does not itself constitute a
4479 Conflict within the meaning of this Article. Monies awarded from the prize competition shall be
4480 the property of the faculty member.

4481 (2) An Inside Activity. With assigned effort to participate in the prize
4482 competition and approval by the chair/director, a faculty Investigator may use University
4483 facilities, equipment, or services, including graduate students research administration staff
4484 time.

4485 a. If the prize is successfully obtained, the faculty Investigator shall
4486 be given the choice to treat the prize as described below.

4487 1. The Prize amount will be treated as net adjusted income
4488 and paid out in the same ratios as outlined under the terms of Article 22.7(a) but into residual
4489 funds (212). The creator(s) are the prize winners and their share will be paid as a lump sum
4490 additional pay. The "University program" shall be interpreted as the team of faculty who won
4491 the prize, and the funds for the "University program" shall be deposited into the residual
4492 accounts of these faculty.

4493 2. The Award amount will be accounted for as an extramural
4494 award to the University but immediately transferred as: 65.6% to prize winners personal
4495 residual (fund 212) account. The remainder is journaled in the University's F&A holding project
4496 for return at the end of the fiscal year as all indirect costs are returned each year (10%
4497 additional to the PI/winner, 7.5% to the department, remainder to the college who will pay
4498 RCM to the University). Any allocation of prize funds to the Investigator's research residual
4499 account must be used for supporting the research mission of the University, i.e., direct research
4500 costs including but not limited to: summer salary, equipment purchases, travel, graduate
4501 student support, or other general research activities.

4502 b. If the Investigator does not win the prize, the Investigator shall
4503 not be held liable for the University resources spent as part of the approved prize-participation
4504 budget.

4505
4506 (b) All other Cash Value Prizes. Faculty wishing to pursue or accept such prizes, if not
4507 prohibited by law, do not need to report such activity as an Outside Activity. The full value of
4508 any prize obtained belongs to the faculty Investigator who received the prize.

4509 **ARTICLE 27**

4510 **DISCIPLINARY ACTION AND JOB ABANDONMENT**

4511
4512 27.1 Policy. The purpose of this Article is to provide a prompt and equitable procedure for
4513 disciplinary action.

4514 (a) Just Cause. No faculty member shall be subject to disciplinary action except for
4515 just cause. Just cause shall be defined as misconduct or incompetency.

4516
4517 (b) A faculty member's activities that fall outside the scope of employment shall
4518 constitute misconduct only if such activities adversely affect the legitimate and compelling
4519 interests of the University.

4520
4521 (c) Disciplinary Action Other than Termination. The University retains the right to
4522 impose disciplinary action other than termination including, but not limited to, suspension with
4523 or without pay, provided that the punishment is appropriate to the degree of misconduct. The
4524 degree of discipline may be related to behavior or actions subject to discipline. Admonitions,
4525 oral reprimands, letters of counseling (including recommended or mandatory participation in
4526 an Employee Assistance Program), and similar criticism shall not be considered disciplinary
4527 action and shall not be subject to the grievance procedure.

4528
4529 (d) Due Process.

4530 (1) Disciplinary action shall be imposed by the University in accordance with
4531 the principles of due process as outlined in this Article and in Article 11.3.

4532 (2) No faculty member shall be deprived of pay or benefits resulting from a
4533 disciplinary action until after the grievance process ends with an outcome that allows the
4534 discipline.

4535
4536 (e) No provisions in this Article shall be interpreted in a manner that violates a
4537 faculty member's rights conferred by this Agreement or by law, nor shall a faculty member be
4538 punished for exercising such rights in the performance of University duties.

4539
4540 27.2 Progressive Discipline. Outlined below are the steps for faculty progressive discipline.

4541 (a) The University may combine or skip steps depending upon the facts of the
4542 situation, the nature of the conduct, and any documented past incidents.

4543
4544 (b) The sanctions for disciplinary actions that may be imposed on a faculty member
4545 may include but are not limited to the following:

4546 (1) Written reprimand containing a description of the just cause.

4547 a. Written reprimand is distinguished from an informal written or
4548 spoken warning.

4549 b. A written reprimand shall be delivered to the recipient and
4550 maintained in the faculty member's designated personnel file.

4551 (2) Suspension with or without pay for a period of time specified in writing.

4552 a. The written statement of suspension shall include the precise

4553 terms of the suspension. Those terms may include some or all of the following: loss of normal
4554 faculty privileges such as access to University property, participation in departmental
4555 government, voting rights, administration of grants, supervision of graduate students, loss of
4556 parking or library privileges, and use of University administrative staff.

4557 b. Suspension as a disciplinary action is to be distinguished from
4558 administrative leave, which is a precautionary action.

4559 (3) Demotion to the next lower rank or step with corresponding reduction
4560 in salary. A faculty member with tenure or with security of employment shall not be demoted
4561 to a lower rank without tenure or security employment.

4562 (4) Termination.

4563

4564 27.3 Investigation. The investigation of alleged misconduct shall be conducted in as
4565 confidential a manner as possible, and in the process of the investigation the alleged
4566 misconduct shall be considered in the context of the circumstances.

4567 (a) The investigation shall include interviewing the complainant, the accused, any
4568 pertinent witnesses, and reviewing any relevant documentation. The accused faculty must be
4569 informed that the faculty member has a right to union representation during investigatory
4570 questioning that may reasonably be expected to result in disciplinary action. A failure to
4571 provide such notice shall not constitute grounds to reverse a disciplinary action; however, it
4572 may be used as a factor that the arbitrator may consider when determining whether the
4573 disciplinary action imposed is appropriate. The accused shall (1) be informed of the complaint,
4574 the complainant, and the time frame of the alleged incident or actions; (2) be provided any
4575 documents under review in the investigation and redacted as required by law; (3) be informed
4576 within seven (7) days of any expansion of the complaint under review; and (4) have the right to
4577 respond to any report of the investigation.

4578

4579 (b) Administrative Leave. In the event that the University has reason to believe that
4580 the faculty member's actions or presence on the job would adversely affect the orderly conduct
4581 and processes of the university, and/or jeopardize the safety or welfare of the faculty member,
4582 colleagues, other employees, or students, the faculty member may be reassigned or relieved of
4583 duties with pay during the investigation. Administrative leave is not discipline.

4584

4585 27.4 Notice of Intent. When the University has reason to believe that a suspension or
4586 termination should be imposed, the University shall provide the accused faculty member with
4587 written notice of the proposed action and the specific reasons for it.

4588 (a) Such notice of intent shall be sent by certified mail, return receipt requested, or
4589 delivered in person with written documentation of receipt obtained.

4590

4591 (b) The faculty member shall be given fifteen (15) days from delivery of the notice
4592 in which to respond in writing to the University before the proposed action is taken. The
4593 University then may issue a notice of disciplinary action under Section 27.5.

4594

4595 (c) If the University does not issue a notice of disciplinary action, no record of the
4596 allegation or the investigation shall be retained in the faculty member's personnel file. If an

4597 applicable law requires the university to keep for a specified period the record of a complaint
4598 that does not result in disciplinary action, once the end of that period is reached the University
4599 shall destroy the record of the complaint.

4600

4601 27.5 Notice of Discipline. If after the investigation and notice of intent process, the
4602 University believes that a suspension or termination should be imposed, University shall
4603 provide the faculty member with a written notice of disciplinary action.

4604 (a) All such notices shall be sent certified mail, return receipt requested, or
4605 delivered in person to the faculty member with written documentation of receipt obtained.

4606

4607 (b) All notices of disciplinary action shall include a statement of the reasons for the
4608 disciplinary action and a statement advising the faculty member that the action is subject to
4609 ARTICLE 28, GRIEVANCE PROCEDURE AND ARBITRATION.

4610 (1) The Notice of Discipline shall:

4611 a. Provide notice to the faculty member of the discipline imposed;

4612 b. Include the date on which the discipline will become effective,
4613 provided that in the case of suspension or termination without pay, such pay and benefits shall
4614 not be denied until the period for filing a grievance has elapsed and the faculty member has not
4615 filed a grievance; and

4616 c. Contain a statement that if the faculty member wishes to
4617 contest the discipline, the faculty member must file a grievance within fifteen (15) days after
4618 receipt of the notice.

4619 (2) A copy of the Notice of Discipline and attachments shall be
4620 simultaneously provided to UFF.

4621

4622 27.6 Parameters for Arbitrator's Decision or Award.

4623 (a) A finding for just cause for discipline must be based only on the evidence
4624 presented at the arbitration hearing.

4625

4626 (b) If the arbitrator does not find that the disciplinary action was based on just
4627 cause, the discipline imposed shall be annulled. If the arbitrator concludes that just cause for
4628 the disciplinary action has been established but that a different penalty would be more
4629 appropriate, arbitrator shall determine a different penalty, which may be more or less severe.

4630

4631 (c) The decision of the arbitrator shall be binding upon the University, UFF, and the
4632 grievant provided that either party may appeal to an appropriate court of law.

4633

4634 (d) No Further Jeopardy. Following the decision, the faculty member may not be
4635 disciplined again for charges arising from the same incident unless new facts or evidence
4636 materialize that were not known or reasonably available for discovery prior to the arbitrator's
4637 decision.

4638

4639 27.7 Waiver of Discipline. Any time between the notice of discipline and the imposition of
4640 any disciplinary action, the University may waive or limit that action on the condition that the

4641 disciplined faculty member performs some reasonable action(s), which shall be specific in
4642 writing, to address the harm or to prevent future harm.

4643 (a) Such actions may include, but are not limited to, monetary restitution,
4644 repayment of misappropriated resources, compliance with a commitment not to repeat the
4645 misconduct, or other action designed to make whole the injury caused by the faculty member's
4646 professional misconduct or to prevent future misconduct.

4647
4648 (b) If the imposition of the disciplinary action is waived, the subsequent failure to
4649 perform the required act or otherwise comply with the conditions of the waiver shall
4650 immediately subject the faculty member to the implementation of the underlying discipline
4651 without an additional hearing.

4652
4653 27.8 Employee Assistance Program.

4654 (a) Neither a faculty member's participation in an Employee Assistance Program
4655 (EAP), nor information generated by participation in the program, shall be used as a reason for
4656 discipline under this Article.

4657
4658 (b) However, a faculty member's failure to cooperate in a mandatory EAP may
4659 serve as ground for disciplinary action.

4660
4661 27.9 Job Abandonment

4662 (a) If a faculty member is absent without leave for fifteen (15) or more consecutive
4663 days, the faculty member may be considered to have abandoned the position and voluntarily
4664 resigned from the University. The University will make all good faith efforts to contact the
4665 faculty member.

4666
4667 (b) Notwithstanding (a) above, if the faculty member's absence is for reasons
4668 beyond the control of the faculty member and the faculty member notifies the University as
4669 soon as practicable, the faculty member will not be considered to have abandoned the position.
4670

ARTICLE 28
GRIEVANCE PROCEDURE AND ARBITRATION

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28.1 Policy. The purpose of the Article is to provide for the consideration and resolution of grievances.

(a) The procedures in this Article shall be the sole and exclusive method for resolving the grievances of faculty members except where explicitly specified elsewhere in this Agreement. A grievance may have three (3) stages

- (1) Step 1. Hearing by the dean or designee;
- (2) Step 2. Review by the Provost or designee; and
- (3) Step 3. Arbitration.

(b) The University and UFF agree that problems should be resolved, whenever possible, before the filing of a grievance but within the time limits for filing grievances. Participants are encouraged to informally resolve problems at each step in the grievance process.

(c) Effect of Reclassifications. A faculty member who is reclassified to an out-of-unit classification shall, until the end of the Fall, Spring, or Summer semester following the semester in which the reclassification becomes effective, retain the right to file a grievance consistent with the provisions of this Article for any act or omission that would have given rise to a grievance had the faculty member remained in the bargaining unit.

(d) No resolution of any grievance shall be inconsistent with the terms of this Agreement, unless agreed to in writing by the University and UFF.

28.2 Definitions.

(a) The term “grievance” shall mean a dispute concerning the interpretation or application of a specific term or provision of this Agreement, subject to specific exclusions appearing in other articles of this Agreement.

(b) The term “grievant” shall mean a faculty member, a group of faculty members, or UFF, who file a grievance.

(c) A grievance filed by UFF shall be initiated at Step 2.

(d) The parties may agree to consolidate grievances of a similar nature to expedite the review process.

28.3 Representation.

(a) UFF shall have the right to represent any faculty member in a grievance filed under this Article, unless a faculty member elects self-representation or to be represented by legal counsel.

4715 (b) UFF grievance Representatives. UFF shall annually furnish to the Office of the
4716 Provost a list of all persons authorized to act as grievance Representatives and shall update the
4717 list as needed.

4718
4719 (c) If a faculty member elects not to be represented by UFF, the University shall
4720 inform the UFF Grievance Chair or designee in writing and attach a copy of the filed grievance
4721 materials.

4722 (1) UFF shall have the right to have an observer present at all meetings
4723 called for the purpose of discussing such grievance or pre-grievance dispute with the grievant.
4724 The UFF Grievance Chair shall be notified in writing at the same time as the other parties of the
4725 date, time, and location of all meetings called for the purpose of discussing a grievance dispute.

4726 (2) UFF shall be sent copies of all decisions at the same time as they are
4727 sent to the other parties.

4728

4729 28.4 Appearances.

4730 (a) The grievant must attend the Grievance Hearing. If the grievant does not
4731 attend and has no legitimate excuse for his/her absence, the grievance shall be deemed to be
4732 withdrawn.

4733

4734 (b) If participating in any meetings pursuant to a grievance or arbitration
4735 necessitates rescheduling of the faculty member's assigned scheduled duties, as defined
4736 pursuant to the ASSIGNMENT OF RESPONSIBILITIES article, the faculty member shall make, with
4737 the concurrence of the chair or supervisor, reasonable arrangements for the performance of
4738 such duties.

4739

4740 28.5 Burden of Proof.

4741 (a) In all grievances except grievances involving disciplinary action brought
4742 pursuant to ARTICLE 27 the burden of proof shall be on the faculty member.

4743

4744 (b) In grievances involving disciplinary action, the burden of proof shall be on the
4745 University.

4746

4747 28.6 Filing a Grievance. Except as explicitly specified elsewhere in the Agreement, this
4748 grievance procedure shall be the sole review mechanism for resolving disputes regarding rights
4749 or benefits that are provided exclusively by this Agreement. The filing of a grievance constitutes
4750 a waiver of any rights to review pursuant to Chapter 120, Florida Statutes, or to the review of
4751 such actions under University procedures that may otherwise be available to address such
4752 matters.

4753 (a) In cases involving disciplinary action, a grievance must be received by the Vice
4754 President for Human Resource Services on the form shown in APPENDIX C within fifteen (15)
4755 days following receipt of the Notice of Discipline. In all other cases, a grievance must be
4756 received no later than forty-five (45) days following the act or omission giving rise to the
4757 grievance, or the date on which the faculty member knew or reasonably should have known of
4758 such act or omission if that date is later. The faculty member will lose all rights to a review of

4759 the dispute unless the faculty member files a grievance within the time specified. Upon receipt
4760 of the grievance, the University shall advise UFF of the dean or designee who will serve as the
4761 University representative and hearing officer at Step 1. In the case of discipline involving
4762 termination or suspension, any challenge to the university's decision shall be initiated at the
4763 arbitration level. The University or UFF may request an assessment meeting in an effort to find
4764 a resolution without arbitration. If such assessment meeting is requested, the parties shall
4765 participate in the meeting in a good faith effort to resolve the matter. An assessment meeting
4766 must be scheduled to occur within ten (10) days of the University's final decision to impose
4767 discipline and shall not extend the deadline to request arbitration. The occurrence or non-
4768 occurrence of an assessment meeting does not prohibit the parties from making informal
4769 attempts to resolve the matter.

4770

4771 (b) Forms.

4772 (1) Grievance Form. Each grievance must be submitted in writing on the
4773 form shown in APPENDIX C, citing which provisions of the Agreement have been violated and
4774 identifying any designee. The APPENDIX C grievance form shall be signed by the grievant.

4775 (2) Arbitration Form. Each notice of arbitration shall be submitted in writing
4776 on the form shown in APPENDIX D.

4777 (3) The grievance forms may be filed by means of fax, United States Postal
4778 Service, e-mail, or personal delivery. All grievance forms shall be dated when the grievance is
4779 received. The date of receipt shall be determined by the date on receipt if the grievance is hand
4780 delivered; by the date recorded on the fax if it the grievance is filed by fax; by the date of e-
4781 mail, or postmark if the grievance is mailed by United States Postal Service.

4782 (4) Amendment of the APPENDIX C Grievance Form. The grievant may
4783 amend the APPENDIX C form one time prior to the Grievance Hearing.

4784 (5) Only those acts or omissions identified at the initial filing, or added as
4785 amendments pursuant to 28.6(b)(4) above, may be considered at arbitration.

4786

4787 (c) Deadlines.

4788 (1) If any action falls due on a Saturday, Sunday, or Holiday, the action shall
4789 be considered timely if it accomplished by 5:00 p.m. on the following business day.

4790 (2) If, after the filing of a grievance, a required action on the grievance falls
4791 during a time period when the faculty member is on approved leaves pursuant to the provisions
4792 of Article 21.6, 21.7, 21.8, 21.12(a)(1), 21.12(a)(3) or 21.12(c), the deadline for such action shall
4793 be extended until fifteen (15) days after the faculty member returns from the leave.

4794 (3) Upon failure of the University to provide a grievance decision within the
4795 time limits provided in this Article, the grievant or UFF, where appropriate, may file an appeal
4796 at the next step.

4797 (4) Upon the failure of the grievant or UFF, where appropriate, to file an
4798 appeal within the time limits, the grievance shall be deemed to have been resolved by the
4799 decision at the prior step.

4800 (5) All time limits contained in this Article may be extended by mutual
4801 agreement of the parties in writing.

4802

4803 (d) Postponements.
4804 (1) Except for any grievances alleging in whole or part a violation of ARTICLE
4805 27, the grievant may submit a written request to the hearing officer at the appropriate step for
4806 the postponement of any action in processing the grievance formally for a period of up to
4807 fifteen (15) days. The initial such request shall be granted.
4808 (2) Additional extensions may be granted by the hearing officer at the
4809 appropriate step.
4810 (3) The grievant shall have the right to representation by UFF during
4811 attempts at informal resolution of a dispute or grievance.
4812 (4) The grievant may, at any time, terminate the postponement period by
4813 giving written notice to the hearing officer at the appropriate step.
4814
4815 28.7 Step 1 Grievance Hearing. The dean or designee shall be the hearing officer at Step 1.
4816 The dean or designee shall schedule a Grievance Hearing, which shall take place no later than
4817 fifteen (15) days following receipt of the grievance.
4818 (a) The dean or designee shall provide the grievant and UFF with any additional
4819 documents on which the action was based no later than three (3) days prior to the Grievance
4820 Hearing, whenever possible. If additional documents become available after the Grievance
4821 Hearing, the dean or designee shall offer the grievant and designated UFF representative the
4822 opportunity to review and respond to these documents in a continuation of the Grievance
4823 Hearing.
4824
4825 (b) The grievant shall have the right to present any evidence in support of the
4826 grievance at the Grievance Hearing.
4827
4828 (c) Decision. The dean or designee shall render a written decision, stating the
4829 reasons for the decision, to the grievant, the grievant's representative, the UFF Grievance Chair,
4830 and the Provost or designee within ten (10) days following the conclusion of the hearing.
4831 (1) No documents shall be referred to in the decision that have not been
4832 provided to the grievant and the UFF representative or the grievant's legal counsel.
4833 (2) Any new documents presented at the hearing shall be included in the
4834 University response.
4835
4836 28.8 Step 2 Grievance Review.
4837 (a) Review. The Provost or designee shall be hearing officer at Step 2. The deadline
4838 for requesting a Step 2 grievance is twenty (20) days following the issuance of the Step 1
4839 decision. The Provost or designee and the representative of the grievant shall meet for the
4840 purpose of reviewing the matter no later than ten (10) days following the receipt of the
4841 request.
4842
4843 (b) Decision. The Provost or designee shall issue a written decision, stating the
4844 reasons for the decision, to the grievant, the grievant's representative, and UFF Grievance Chair
4845 within ten (10) days following the conclusion of the review meeting.
4846 (1) No documents shall be relied upon in the decision that the grievant and

4847 the UFF representative or the grievant's legal counsel have not had an opportunity to respond
4848 to.

4849 (2) Any new documents presented at the hearing shall be included in the
4850 University response.

4851
4852 (c) In the absence of an agreement to extend the period for issuing the Step 2
4853 decision, UFF may proceed to arbitration if the grievant's Step 2 representative has not
4854 received the written decision by the end of the 10th day following the conclusion of the Step 2
4855 hearing.

4856
4857 28.9 Arbitration.

4858 (a) Filing. If the grievance has not been satisfactorily resolved at Step 2, UFF may,
4859 upon the request of the grievant, proceed to arbitration by filing a written notice of the intent
4860 to do so on the form shown in APPENDIX D.

4861 (1) Notice of intent to proceed to arbitration must be within forty-five (45)
4862 days after receipt of the Step 2 decision or, in the event of suspension or termination, forty-five
4863 (45) days from the University's act or omission giving rise to the arbitration. The request for
4864 arbitration shall be signed by the grievant and UFF President or designee.

4865 (2) The grievance may be withdrawn at any time by the grievant or by UFF.
4866

4867 (b) Stipulation to Issues and Arbitrability.

4868 (1) The University and UFF shall stipulate to the issue(s) to be arbitrated
4869 prior to the arbitration. Only those acts or omissions identified at the initial grievance filing, or
4870 added as amendments pursuant to 28.6(b)(4) above, may be considered at arbitration. If a
4871 stipulation is not reached, the parties shall provide their recommended issues to the arbitrator,
4872 who shall decide the issue(s) to be arbitrated based upon the submitted evidence.

4873 (2) Arbitrability. Issues of arbitrability shall be bifurcated from the
4874 substantive issues(s) and determined by means of a hearing, which may be conducted by
4875 conference call. The arbitrator shall have fifteen (15) days from the hearing to render a decision
4876 on arbitrability.

4877
4878 (c) Creation of the Arbitration Panel.

4879 (1) Designees of the University and UFF shall meet within ninety (90) days
4880 after ratification of this Agreement for the purpose of selecting an arbitration panel of no less
4881 than six (6) members.

4882 (2) The panel of six (6) arbitrators shall be determined by the following
4883 process. The University and UFF shall each propose six (6) arbitrators. From this list of the
4884 twelve (12) names, the parties shall alternately strike names until a permanent panel of six (6)
4885 arbitrators has been selected. The right of the first choice to strike from the list shall be
4886 determined by a flip of a coin. Arbitrators shall be asked to serve on a rotational basis, the
4887 sequence to be determined by lot.

4888 (3) If the number of arbitrators willing to serve on the panel falls below six
4889 (6), the University and UFF shall each submit an additional three (3) names for each vacancy.
4890 The striking procedure described above shall be used to bring the total in the panel to six (6),

4891 except that the right of the first choice to strike from the list shall go to whichever party went
4892 second in the previous panel selection.

4893 (4) The arbitration panel shall be operative until a successor Agreement is
4894 implemented.

4895
4896 (d) Authority of Arbitrator.

4897 (1) The arbitrator shall neither add to, subtract from, modify, nor alter the
4898 terms or provisions of this Agreement.

4899 (2) Arbitration shall be confined solely to the application and/or
4900 interpretation of this Agreement and the precise issue(s) submitted for arbitration.

4901 (3) The arbitrator shall refrain from issuing any statements of opinion or
4902 conclusions not essential to the determination of the issues submitted. Where an administrator
4903 has made a reasonable judgment involving the exercise of permissible discretion, such as
4904 subjective evaluative decisions regarding tenure or promotion, the arbitrator shall not
4905 substitute the arbitrator's judgment for that of the administrator. Nor shall the arbitrator
4906 review such decision except for the purpose of determining whether the decision has violated
4907 this Agreement.

4908 (4) If the arbitrator determines that the Agreement has been violated, the
4909 arbitrator shall direct the University to take appropriate remedial action.

4910 (5) An arbitrator may award back salary and related retirement
4911 contributions where the arbitrator determines that the faculty member is not receiving the
4912 appropriate salary from the University. The arbitrator may not award other monetary damages
4913 or penalties.

4914 (6) An arbitrator's decision awarding employment beyond the tenure
4915 probationary period shall not entitle the faculty member to tenure. In tenure cases in which a
4916 substantive violation of this Agreement has been found, the remedy shall be for the grievant to
4917 be granted an additional year employment and reconsidered for tenure without prejudice at
4918 the earliest opportunity.

4919 (7) If notice that further employment will not be offered is not given on
4920 time, the arbitrator may direct the university to renew the appointment only upon finding that
4921 no other remedy is adequate, and the notice was given so late that (a) the employee was
4922 deprived of reasonable opportunity to seek comparable employment, or (b) the employee
4923 actually rejected an offer of comparable employment which the employee otherwise would
4924 have accepted.

4925
4926 (e) Scheduling of Hearing.

4927 (1) The arbitrator shall hold the hearing in Gainesville unless otherwise
4928 agreed to by the parties. The parties shall provide the arbitrator with the schedules of the
4929 grievant, the grievant's representative, the UFF grievance representative (if different from the
4930 grievant's representative), the University representatives, and the desired witnesses. The
4931 hearing shall commence no later than sixty (60) days after the arbitrator's acceptance of
4932 selection, or as soon thereafter as is practicable.

4933 (2) The arbitrator shall notify all parties of the date, time, and place of the
4934 arbitration hearing as soon as possible but in no case later than thirty (30) days before the

4935 hearing date.

4936

4937 (f) Conduct of Hearing. Except as modified by the provisions of this Agreement,
4938 arbitration proceedings shall be conducted in accordance with the rules and procedures of the
4939 American Arbitration Association.

4940

4941 (g) Venue. For purposes of venue in any judicial review of an arbitrator's decision
4942 issued under this Agreement, the parties agree that such an appeal shall be filed in the courts in
4943 Alachua County, Florida, unless both parties specifically agree otherwise in a particular
4944 instance. In an action commenced in Alachua County, neither the University nor UFF will move
4945 for a change in venue based upon the defendant's residence in fact if other than Alachua
4946 County.

4947

4948 (h) Retroactivity. An arbitrator's award may or may not be retroactive as the
4949 equities of each case may demand, but in no case shall an award be retroactive to a date earlier
4950 than one hundred and twenty (120) days prior to the date the grievance was initially filed.

4951

4952 (i) Fees and Expenses.

4953 (1) All fees and expenses of the arbitrator shall be divided equally between
4954 the parties. Each party shall bear the cost of preparing and presenting its own case.

4955 (2) The party desiring a transcript of the arbitration proceedings shall
4956 provide written notice to the other party of its intention to have a transcript of the arbitration
4957 made at least one (1) week prior to the date of the arbitration.

4958 a. The party desiring such transcript shall be responsible for the
4959 scheduling a stenotype reporter to record the proceedings.

4960 b. The parties shall share equally the appearance fee of the
4961 stenotype reporter and the cost of obtaining an original transcript and one (1) copy for the
4962 party originally requesting a transcript of the proceedings.

4963 c. The requesting party shall, at its expense, photocopy the copy of
4964 the transcript received from the reporter and deliver the photocopy to the other party within
4965 five (5) days after receiving the copy of the transcript from the reporter.

4966

4967 (j) Precedent. No complaint informally resolved, or grievance resolved, shall
4968 constitute a precedent for any purpose unless agreed to in writing by the President or designee
4969 and UFF acting through its President or designee.

4970

4971 28.10 Decision of the Arbitrator. The arbitrator shall issue the decision within thirty (30) days
4972 of the close of the hearing or the submission of briefs, whichever is later, unless additional time
4973 is agreed to by the University and UFF.

4974 (a) The decision shall be in writing and shall set forth findings of fact, reasoning,
4975 and conclusions on the issues submitted. The decision shall not refer to any documents other
4976 than those presented at the arbitration hearing.

4977

4978 (b) The arbitrator shall ensure that copies of the decision are sent to the grievant's

4979 representative, the UFF Grievance Chair, and the University's representative.

4980

4981 (c) Effect of Decision. The decision or award of the arbitrator shall be final and
4982 binding upon the University, UFF, and grievant, provided that either party may appeal to an
4983 appropriate court of law a decision that was rendered by the arbitrator acting outside of or
4984 beyond the arbitrator's jurisdiction, pursuant to the Florida Arbitration Code, Chapter 682,
4985 Florida Statutes.

4986

4987 28.11 Records. All written materials created as a result of a grievance, except decisions
4988 resulting from arbitration or settlement, shall be filed in a secure location separate from the
4989 evaluation file of the grievant or witnesses.

4990

4991 28.12 Implementation. Upon resolution of the grievance, the parties shall implement the
4992 remedy within seven (7) days, unless otherwise provided by the award of the arbitrator or by
4993 mutual agreement of the parties.

**ARTICLE 29
ACCESS TO DOCUMENTS**

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29.1 Board of Trustees and University Documents.

(a) UFF may make public records requests of the University, which will be handled in accordance with the University's normal public records process, including invoicing where appropriate. In addition to public records requests, UFF may make a request for records under this ARTICLE 29 and the University shall provide UFF with an 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 agency for the faculty. Alternatively, the University may provide UFF with the URL address for these materials. The University may request clarification concerning an ARTICLE 29 request. Any disagreement regarding document requests made according to this Article shall be subject to the grievance procedure as laid out in ARTICLE 28, GRIEVANCE PROCEDURE AND ARBITRATION.

(b) If not available on a web site, University shall provide UFF with an electronic copy of the agenda, supporting materials and minutes of public meetings (including public subcommittee meetings) that bear on the terms and conditions of employment of faculty members.

(c) The University shall ensure that documents below are available by links on the University web site or in an easily accessible location in Smathers West.

- (1) agenda and minutes of meetings of the Board of Governors;
- (2) agenda, supporting materials, and minutes of public meetings of the Board of Trustees and its committees;
- (3) University regulations;
- (4) University operating budget and the previous year's expenditure analysis to the extent this is public information;
- (5) this collective bargaining agreement and all supplements to it;
- (6) other policies and procedures affecting faculty terms and conditions of employment;
- (7) minutes of the DRS Advisory Council; and
- (8) The DRS operating budget.

29.2 Salary Records Access. On September 30 of each year, the University shall provide UFF with an electronic copy of faculty employment records reflecting the salary increases for each in-unit faculty member during the preceding twelve (12) months by each increase category.

29.3 Bargaining Unit Member List. On September 30 of each year, the University shall provide UFF with an electronic spreadsheet including the name, UFID, percentage FTE appointment, date of hiring, department/unit, position code, title/rank (which will include designation as visiting or regular status), date promoted to rank, office location (building name/number and office number), current year salary rate, in-bargaining unit code, e-mail address, contact telephone number, and contact mailing address for each member in the

5038 bargaining unit.

5039

5040 29.4 Not less than annually, UFF shall provide the University's designee for contract
5041 administration with the names and email addresses of the union officers and the union
5042 representative who is designated to receive documents referred to in this Article. UFF shall
5043 notify the designee of any changes to the list of union officers or designated representatives to
5044 receive documents.

5045

5046 29.5 Costs. All copies of materials and access to materials discussed in this Article shall be
5047 provided without cost.

**ARTICLE 30
LAYOFF AND RECALL**

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30.1 Layoff.

(a) When a layoff is to occur as a result of adverse financial circumstances; 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 (1) or more programs or functions; the University shall notify UFF no less than thirty (30) days prior to taking such action.

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

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

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

(b) No employee in a non-tenured or 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 30.2(a) and 30.2(b) will apply unless the University determines 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 30.2(a) and 30.2(b) above, those employees will be retained who, in the judgment of the University, best will contribute to the institutional mission and purpose. In making such judgment, the University shall carefully consider employees' length of continuous university service, and 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 or permanent status 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 UFF in writing regarding the use of adjunct and other

5092 non-unit faculty in those departments/units where employees have been laid off. The use of
5093 adjunct and other non-unit faculty in departments/units where employees have been laid off
5094 may be the subject of consultation meetings.

5095

5096 30.3 Alternative/Equivalent Employment. The University shall make a reasonable effort to
5097 locate appropriate alternate or equivalent employment for laid-off employees and shall share
5098 the results of the effort with the person affected.

5099

5100 30.4 Notice. Employees should be informed of layoff as soon as practicable and, where
5101 circumstances permit, employees with three (3) or more years of continuous university service
5102 should be provided at least one (1) year's notice; those with less service with at least six (6)
5103 months' notice. The University shall consider the normal hiring cycle of the employee receiving
5104 the layoff notice in an effort to facilitate successful transition/relocation from the University.
5105 Employees who have received notice of layoff shall be afforded the recall rights granted under
5106 Section 30.5. Formal written notice of layoff is to be sent certified mail, return receipt
5107 requested, or delivered in person to the employee with written documentation of receipt
5108 obtained. The notice shall include effective date of layoff; reason for layoff; reason for
5109 shortened period of notification, if applicable; a statement of recall rights; a statement of
5110 appeal/grievance rights and applicable deadlines for filing; and a statement that the employee
5111 is eligible for consideration for retraining for a period of two (2) years following layoff.

5112

5113 30.5 Re-employment/Recall.

5114 (a) For a period of two (2) years following layoff, an employee who has been laid
5115 off and who is not otherwise employed in an equivalent full-time position shall be offered re-
5116 employment in the same or similar position at the University should an opportunity for such re-
5117 employment arise. It shall be the employee's responsibility to keep the University advised of
5118 the employee's current address. Any offer of re-employment pursuant to this section must
5119 accepted within fifteen (15) days after the date of the offer. If such offer of re-employment is
5120 not accepted, the employee shall receive no further consideration pursuant to this Article. The
5121 University shall notify UFF of the opportunity for such re-employment and when an offer of re-
5122 employment is issued.

5123

5124 (b) An employee who held a tenured or permanent status appointment on the
5125 date of termination by reason of layoff shall resume the tenured or permanent status
5126 appointment upon recall.

5127

5128 (c) The employee shall receive the same credit for years of service for purposes of
5129 layoff as held on the date of layoff.

5130

5131 (d) Employee Assistance Programs. Consistent with the University's Employee
5132 Assistance Program, employees participating in an employee assistance program who receive a
5133 notice of layoff may continue to participate in that program for a period of ninety (90) days
5134 following the layoff.

5135

5136 30.6 Limitations. The provisions of Section 30.2 through 30.5 of this Agreement shall not
5137 apply to employees:

5138 (a) On "soft money," e.g., contracts and grants, sponsored research funds, and
5139 grants and donations trust funds;

5140

5141 (b) On fixed multi-year appointments;

5142

5143 (c) On visiting appointments;

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5145 (d) Who have received notice of non-reappointment; or

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5147 (e) Who are appointed for less than one (1) academic year.

ARTICLE 31
TOTALITY OF AGREEMENT

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31.1 Limitation.

(a) The University and UFF acknowledge that during the negotiations that resulted in the Agreement, the University and UFF had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining.

(b) The University and UFF further acknowledge 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 Obligation to Bargain Changes. During the term of this Agreement, the University and UFF agree that neither party shall be obligated to bargain collectively with respect to any subject or matter covered by this Agreement. Notwithstanding these limitations, if the University seeks to change a term or condition of employment for faculty, the University shall be obligated to bargain the impact of such change.

**ARTICLE 32
SEVERABILITY**

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32.1 Invalidation of a Provision of this Agreement.

(a) A provision of this Agreement shall be invalid and have no force or effect, if it:

(1) Is found to be invalid or unenforceable by final decision of a tribunal of competent jurisdiction, or

(2) Is rendered invalid by reason of any subsequently enacted legislation, or

(3) Has the effect of rendering the University ineligible for state or federal funding, or

(4) 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.

(b) If any provision is invalid for the reasons set forth in 32.1(a), it shall not affect the remainder of the Agreement, and all other terms and provisions shall continue in full force and effect.

32.2 Negotiations on Replacement Provisions. If a provision of this Agreement fails for reasons set forth in Section 32.1(a)(1), 32.1(a)(2), or 32.1(a)(3) above, the parties shall immediately enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

32.3 Effect of Passage of Law. If any provision of this Agreement is rendered invalid by subsequently enacted legislation that is later wholly or partially overturned through a final adjudication by the highest tribunal having jurisdiction over the University, the University agrees to engage in collective bargaining with UFF regarding the provision with the intent of restoring it consistent with the final adjudication.

32.4 Authority. Except as set forth above, this Article is not intended to cede authority to any party to invalidate any provision of this Agreement. UFF does not concede to the constitutionality of any subsequently enacted legislation that invalidates a term of this Agreement. The University or UFF may choose, but neither is obligated, to challenge said legislation.

ARTICLE 33
AMENDMENT AND DURATION

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33.1 Effective Date. The Agreement shall become effective July 1, 2021, and shall remain in effect through June 30, 2024, unless it is extended by mutual agreement of the parties, pursuant to the Public Employees Relations Act (Chapter 447, Part II, Florida Statutes).

33.2 At any time during this contract, the parties may agree to re-open specific articles or sections of articles of the contract. Such re-opener negotiations shall be concluded within ninety (90) days.

33.3 Successor Agreement. Renegotiations for a successor agreement shall begin no later than nine (9) months prior to the end of the ratified Agreement.

33.4 Memoranda and Amendments. The parties are authorized to enter into agreements or understandings that do not need to be submitted for ratification. If an agreement or understanding amends an express provision of the ratified collective bargaining agreement, then the agreement or understanding shall become part of this Agreement upon ratification by both parties.

ARTICLE 34
COPIES

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34.1 Copies.

(a) The University shall provide UFF 200 copies of this Agreement at no cost.

(b) The University shall make available a print-on-demand feature. The cost of such printed copies shall be borne by the user.

(c) The University shall provide UFF an electronic copy of this Agreement and all supplements.

(d) The University shall provide a link titled "Faculty Collective Bargaining Agreement," to a searchable PDF version of the ratified UF BOT-UFF Agreement, on the University's Human Resource Services web page.

**ARTICLE 35
DEFINITIONS**

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The following terms, not otherwise defined in Articles, are used in this agreement:

- “academic year” means a period consisting of a Fall and Spring semester of approximately thirty-nine (39) consecutive weeks, or approximately forty-two (42) consecutive weeks for the P. K. Yonge Developmental Research School.
- “semester” means one of the two approximately 19.5-week periods (approximately twenty-one (21) week period for the P. K. Yonge Developmental Research School) that together constitute the academic year.
- “year” means a period of twelve (12) consecutive months.
- “fiscal year” is the University fiscal year (July 1-June 30).
- “months” means calendar months.
- “days” means calendar days, unless otherwise indicated.
- “University” means the University of Florida and its Board of Trustees.
- “Agreement” means this Collective Bargaining Agreement between the University of Florida Board of Trustees and the United Faculty of Florida.
- “Trustees” or “Board of Trustees” or “Board” means the legally responsible governing body of the University of Florida, established by Florida Statutes, acting through the President and the rest of the University Administration and staff. “Trustees” is usually intended to mean the University administration acting on behalf of the Trustees, and an instruction given by a member of the University Administration shall be understood to be an instruction from the Trustees.
- “administration” or “University Administration” means administrative staff acting on behalf of the Board of Trustees or its designees.
- “college” or “college/unit” means a college or a comparable administrative unit generally equivalent in size and character to a college.
- “dean” means the principal administrator of a college or of a comparable administrative unit equivalent in size and character to a college.
- “department” or “department/unit” means a department or a comparable administrative unit generally equivalent in size and character to a department.

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5279 — “supervisor” means an individual identified by the President or designee as having
5280 immediate administrative authority over bargaining-unit employees.
5281
5282 — “faculty member” means a member of the bargaining unit, and “faculty” or “faculty
5283 members” means all members of the bargaining unit.
5284
5285 — “bargaining unit” means those employees, collectively, represented for collective
5286 bargaining purposes by UFF pursuant to the certification of the Florida Public Employees
5287 Relations Commission.
5288
5289 — “UFF” means the United Faculty of Florida. However, passages in the Agreement referring
5290 to notifying or providing documents to UFF, unless otherwise indicated, mean notifying or
5291 providing documents to the President of the UFF Chapter or designated representative.
5292
5293 — “UFF Grievance Chair” means the chair of the Grievance Committee of the UFF Chapter.
5294
5295 — “equitable” means fair and reasonable under the circumstances.
5296
5297 — “if practicable” means capable of being put into practice and resources are available.
5298
5299 — “FTE” means “full time equivalent or effort.”
5300
5301 — “principal place of employment” means the campus location or other University site
5302 specified on the faculty member’s official employment documents and where most of the
5303 assignment is performed.
5304
5305 — “continuous service” means employment uninterrupted by a break in service. For
5306 academic- year faculty members (9- or 10-month faculty members), one (1) year of continuous
5307 service is equivalent to the nine (9)- or ten (10)-month employment period.
5308
5309 — “break in service” means those absences following which the faculty member is treated as
5310 a new faculty member for purposes of computing seniority and years of service. An absence as
5311 a result of an approved compensated or uncompensated leave is not considered a “break in
5312 service.”
5313
5314 — “in writing” shall mean any form of written communication (electronic or hard copy).

5315 **APPENDIX A**

5316 **POSITION CLASSIFICATIONS IN THE BARGAINING UNIT**

5317
5318 All employees at the University of Florida in the following positions holding regular, visiting,
5319 provisional, research, affiliate, or joint appointments are included in the bargaining unit (for
5320 convenience, the positions are listed here with the corresponding University of Florida position
5321 classification code, as of May 2007):

- 5322
- 5323 000512 — Eminent Scholar
 - 5324 000516 — Graduate Research Professor
 - 5325 000517 — Distinguished Service Professor 000518 — Professor
 - 5326 000524 — Associate Professor
 - 5327 000530 — Assistant Professor
 - 5328 000789 — Clinical Professor
 - 5329 000790 — Clinical Associate Professor
 - 5330 000791 — Clinical Assistant Professor
 - 5331 000534 — Master Lecturer
 - 5332 000533 — Senior Lecturer
 - 5333 000531 — Lecturer
 - 5334 000428 — University Librarian
 - 5335 000432 — Associate University Librarian
 - 5336 000436 — Assistant University Librarian
 - 5337 000431 — University School Professor
 - 5338 000435 — University School Associate Professor
 - 5339 000438 — University School Assistant Professor
 - 5340 000440 — University School Instructor
 - 5341 000507 — Curator
 - 5342 000519 — Associate Curator
 - 5343 000525 — Assistant Curator
 - 5344 000421 — Research Associate
 - 5345 001558 — Senior Associate in _____ (a person who is
 - 5346 directly engaged in teaching, researching, student advising, or library-related services requiring
 - 5347 professional knowledge, and is not purely technical support or exercises purely administrative
 - 5348 functions)
 - 5349 000429 — Associate in _____ (a person who is directly
 - 5350 engaged in teaching, researching, student advising, or library-related services, requiring
 - 5351 professional knowledge, and is not purely technical support or exercises purely administrative
 - 5352 functions)
 - 5353 000433 — Assistant in _____ (a person who is directly
 - 5354 engaged in teaching, researching, student advising, or library-related services requiring
 - 5355 professional knowledge, and is not purely technical support or exercises purely administrative
 - 5356 functions)
 - 5357 000508 — Engineer
 - 5358 000520 — Associate Engineer

5359 000526 — Assistant Engineer
 5360 000509 — Scholar
 5361 000521 — Associate Scholar
 5362 000527 — Assistant Scholar
 5363 000510 — Scientist
 5364 000522 — Associate Scientist
 5365 000528 — Assistant Scientist
 5366 001254, 001427, or 001428 — Research Information Co-ordinator
 5367 001245, 001418, or 001419— Broadcasting Coordinator I
 5368 001255 — University Research Associate Director V
 5369 001264 or 001433 — Psychologist III or VI
 5370 001278 — Psychiatrist
 5371 001279 — University Physician
 5372 001280, 001449, or 001471 — Physician’s Assistant
 5373 001294, 001462 — Student Counseling Specialist
 5374 C1 — Chairs or School Director (Chair equivalent) in the following colleges:
 5375 College of Liberal Arts and Sciences
 5376 College of Education
 5377 College of Business Administration
 5378 College of the Arts
 5379 College of Health and Human Performance
 5380 C2 — Associate Chair or Associate School Director (Associate Chair equivalent)
 5381 C3 — Assistant Chair or Assistant School Director (Assistant Chair equivalent)
 5382 G1 — Program Director, or Center Director (with “F” as the third digit of the position
 5383 classification code, having duties that are more akin to those of a Chair than those of a Dean);
 5384 and
 5385 Program/Center Director (with “7” as the third digit of the occupational code) of
 5386 English (Dial Center); Criminology, Law, and Society; Linguistics; Women’s Studies; Dean’s Office
 5387 Education (Lastinger Learning Center); and European Studies programs
 5388 N1 — Coordinator
 5389
 5390 All other employees of the University of Florida Board of Trustees are excluded from this
 5391 bargaining unit.

UNITED FACULTY OF FLORIDA UFF-FEA-NEA
SAMPLE UFF-PAC PAYROLL DEDUCTION AUTHORIZATION FORM

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United Faculty of Florida - Political Action Committee 115 N Calhoun Street, Suite 6
Tallahassee, FL 32301
850-224-8220

Please Print

University/College _____ Dept.: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

UFF-PAC Payroll Deduction (For University of Florida Faculty)

I authorize the UF Board of Trustees, through the University Administration, to deduct from my pay contributions to UFF Political Action Committee in the amount of \$1 per pay period, and I direct that the sum so deducted be paid over to UFF. The above deduction authorization shall continue until revoked by me through written notice to the Office of Human Resource Services and to UFF.

Signature (for payroll deduction authorization) Today's Date

Return to the UFF State Office listed above, or to the UFF-UF Office, P.O. Box 112070, 308 Yon Hall, UF.

**APPENDIX C
GRIEVANCE FORM**

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I. Date received by the Office of Human Resource Services (as authenticated by receipt, postmark, or date recorded on fax or email, as applicable) _____ (must be received within forty-five (45) days of the date of the act or omission giving rise to the grievance, or within fifteen (15) days of the Notice of Discipline in grievances involving disciplinary action) by:

Personal delivery _____
U. S. Mail _____
Fax _____
Email _____ for email filing use: (to be determined)

GRIEVANT NAME: _____ <div style="text-align: right;">(print)</div>	STEP 1 GRIEVANCE REPRESENTATIVE NAME: _____ <div style="text-align: right;">(print)</div>
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CAMPUS MAILING ADDRESSES:

COLLEGE: _____	COLLEGE: _____
DEPT: _____	DEPT: _____
DEPT ADDRESS: _____	DEPT ADDRESS: _____
_____	_____
PHONE: _____	PHONE: _____

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If grievant is represented by UFF or legal counsel, all University communications should go to the grievant's representative. Other addresses to which University mailings pertaining to grievance shall be sent:

II. GRIEVANCE

Article(s) and Sections(s) of Agreement allegedly violated:

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Statement of grievance (must include date of acts or omissions complained of):

Remedy Sought:

III. AUTHORIZATION

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

_____ UFF	_____
_____ Legal Counsel	_____
_____ Myself	_____

If the grievant elects self-representation or to be represented by legal counsel, the UFF shall also be notified in writing of the date, time, and place of any meeting or hearing called for the purpose of discussing the grievance, shall have the right to have an observer present at all meetings and/or hearings 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. No resolution of any individually processed grievance can be inconsistent with the terms of this Agreement.

I understand and agree that by filing this grievance, I waive whatever rights I may have

5523 under chapter 120 of the Florida Statutes with regard to the matters I have raised herein
5524 and under all other University procedures which may be available to address these
5525 matters.

5526
5527

5528 _____
5529 Signature of Grievant Today's Date
5530 (Grievant must sign if grievance is to be processed.)

5531
5532 The decision of the hearing officer shall be transmitted, by personal delivery with written
5533 documentation of receipt or by certified mail, return receipt requested, to the grievant, the
5534 grievant's representative, the UFF Grievance Chair, and the Provost or designee within ten
5535 (10) days following the conclusion of the meeting.

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5537 UNIVERSITY OF FLORIDA
5538 Board of Trustees—United Faculty of Florida

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APPENDIX E
P. K. YONGE SALARY SCHEDULE

The parties acknowledge that salary schedules and systems are subject to change as the Legislature and the Department of Education work to implement changes resulting from SB 736. What follows became effective for the 2013-14 year based on current understanding of Legislative intent and technical assistance by the Florida Department of Education. The system will remain in place for the entire contract, unless Florida statute or state board rules change the system. If changed, the parties agree to re-open APPENDIX E to modify as appropriate. The re-opener negotiations shall be in accordance with the provisions of ARTICLE 33.

All raises for P. K. Yonge faculty shall be in accordance with the provisions of Article 24.7.

The state requires two salary schedules: Grandfathered and Performance. They are described below.

Grandfathered Salary System

- Limited to fulltime school employees who remain on a permanent status contract
- Raises for promotions shall be in accordance with the provisions of ARTICLE 24
 - the basis for promotion raises shall be prior year’s salary plus any degree supplement
- Employees are eligible for salary supplements in accordance with APPENDIX F
- Employees are eligible for advanced degree supplements described below
- Employees are eligible for career milestone supplements for promotions at the University

Grandfathered Salary Schedule

- **Advanced degree supplement**
 - With the new salary system(s) advanced degrees are removed from current salary and transferred in to a permanent salary supplement
 - The supplements are:
 - Masters \$2000
 - Specialist \$3600
 - Doctorate \$5550
 - Supplements are only awarded for an advanced degree held in an individual’s area of certification (for advanced degrees earned after July 1, 2011).
 - Applies only to the highest degree earned
 - The total supplement is adjusted for degrees already earned (that is, an individual who has a master’s degree who then earns a Specialist degree would receive an additional \$1600 when the Specialist degree is awarded)
- **Annual adjustment and evaluation adjustment**
 - \$500 annual adjustment
 - \$200 for Effective/Highly Effective summative evaluation rating (requirement of

5619 S.1012.22, F.S.)

5620

5621 **Performance Salary System**

- 5622 • For all instructional personnel on annual contract and permanent status faculty
- 5623 members who “opt in” to the Performance Pay System in lieu of permanent status
- 5624 ▪ once they opt in, they may not return to the Grandfather System nor regain
- 5625 permanent status
- 5626 • Annual performance adjustments may not be provided for an employee who receives an
- 5627 evaluation other than highly effective or effective for the year
- 5628 • Raises for promotions shall be in accordance with the provisions of ARTICLE 24
- 5629 o the basis for promotion raises shall be prior year’s salary plus any degree supplement
- 5630 • Employees are eligible for salary supplements in accordance with APPENDIX F
- 5631 • Employees are eligible for advanced degree supplements described below
- 5632 • Employees are eligible for career milestone supplements for promotions at the
- 5633 University

5634

5635 **Performance Salary Schedule**

- 5636 • **Base entry level = \$38,000**
- 5637 o New hires may be credited for documented, effective, full-time equivalent K-12
- 5638 teaching
- 5639 o Each year of credit is \$600 and will be added to the base entry salary level figure
- 5640 above
- 5641 • **Advanced degree supplement**
- 5642 o With the new salary system(s) advanced degrees are removed from current salary
- 5643 and transferred in to a permanent salary supplement
- 5644 o The supplements are:
- 5645 ▪ Masters \$2000
- 5646 ▪ Specialist \$3600
- 5647 ▪ Doctorate \$5550
- 5648 o Supplements are only awarded for an advanced degree held in an individual’s area of
- 5649 certification (for advanced degrees earned after July 1, 2011).
- 5650 o Applies only to the highest degree earned
- 5651 o The total supplement is adjusted for degrees already earned (that is, an individual
- 5652 who has a master’s degree who then earns a Specialist degree would receive an
- 5653 additional \$1600 when the Specialist degree is awarded)
- 5654 • **Annual Performance Adjustment**
- 5655 o Unsatisfactory No salary adjustment
- 5656 o Developing/Needs Improvement No salary adjustment
- 5657 o Effective \$ 600
- 5658 o Highly Effective \$ 775

5659

5660 Note: for both the grandfathered and performance systems, the faculty member’s salary will be
5661 base salary plus any degree supplement plus cumulative annual performance adjustment plus

5662 any promotion supplement that was awarded after October 1, 2013.

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APPENDIX F
P. K. YONGE DEVELOPMENTAL RESEARCH SCHOOL FACULTY SALARY SUPPLEMENTS

ACTIVITY	SUPPLEMENT AMOUNT
Daily Summer Stipend	\$30/hour; \$180/day max
Teacher on District Administrative Assignment	\$1000-\$5000
Drivers Education Trainer	Based On Collection
Sixth Period Class	20% Of Salary
Planning for three or more preparations	\$1500
Teacher Leader	\$1000
Learning Community Leader	\$2000
Professional Learning Partner – Assigned Year 1	\$1200
Professional Learning Partner – Assigned Year 2	\$800
Professional Learning Partner – Assigned Year 3	\$400
*Teacher Induction Participant	\$250
Club, Class, or Student Publication Sponsor	\$500-\$1500
Choral Director	\$1500
Band Director	\$3500
Spring Arts Festival Show Preparation	\$800

5667
5668

*Payable at end of year as a lump sum.

ATHLETIC COACHES	SUPPLEMENT AMOUNT
Assistant Athletic Director	\$2886
Baseball Varsity Head Coach	\$2419
Baseball Varsity Assistant Coach	\$1168
Baseball JV Head Coach	\$1381
Baseball JV Assistant Coach	\$1036
Basketball Varsity Head Coach	\$3368
Basketball Varsity Assistant Coach	\$2331
Basketball JV Head Coach	\$2331
Cheerleading Head Coach	\$2333
Cheerleading Varsity Assistants/JV Head Coach	\$1500
Cross Country Head Coach	\$1467
Cross Country Assistant Coach	\$650
Cross Country JV	\$400
Diving Head Coach	\$1168
Football Head Coach	\$4321
Football Offensive Coordinator	\$3361
Football Defensive Coordinator	\$3361
Football Varsity Assistant Coach I	\$2938
Football Varsity Assistant Coach II & III	\$2938
Football JV Head Coach	\$1869
Football JV Assistant Coach	\$1500
Golf Head Coach	\$1557
Soccer Varsity Head Coach	\$1988
Soccer Varsity Assistant Coach	\$1211
Soccer JV Head Coach	\$1211
Softball Varsity Head Coach	\$2419
Softball Varsity Assistant Coach	\$1168
Softball JV Head Coach	\$1381
Swimming Head Coach	\$1815

Swimming Assistant Coach	\$1168
Tennis Head Coach	\$1800
Tennis Assistant Coach	\$1036
Track Head Coach	\$2419
Track Assistant Coach I, II, & III	\$1381
Volleyball Head Coach	\$1988
Volleyball Varsity Assistant Coach	\$1168
Volleyball JV Head Coach	\$1211
Volleyball Freshman Head Coach	\$1036

5669

5670 (1) A Faculty member who coaches both genders of the same sport but runs practice at
5671 the same time will receive 1 full stipend and ½ of the other (gender) stipend.

5672

5673 (2) Ten percent (10%) of current supplement will be awarded to each athletic coach for
5674 advancement to and participation in regional finals. An additional ten percent (10%) of the
5675 current supplement will be awarded to each athletic coach for state play-offs. (Note: This
5676 additional supplement applies ONLY to those athletic coaches receiving a supplement listed
5677 above during regular season play.)

APPENDIX G
UFOLIO ELECTRONIC SYSTEM FOR DISCLOSURE AND
REVIEW OF OUTSIDE ACTIVITIES AND INTERESTS

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General Remarks

[Note: The “General Remarks” section of APPENDIX G contains information that is specific to faculty in the UFF-UF bargaining unit. It appears in this appendix as an informational preamble but will not appear in the UFOLIO system.]

University of Florida faculty are required to disclose certain Outside Activities and Financial Interests. When properly approved and managed, the University of Florida and UFF-UF agree that Outside Activities may support faculty professional growth and reputation, create and disseminate new knowledge and ideas and further the University’s mission of excellence in education, research and service. A faculty member’s primary professional obligations are to maintain the highest ethical and professional standards and, as an agent of the University, act in its best interests. Faculty members may engage in approved Outside Activities, including employment, and hold Financial Interests as long as the activities and interests are in accordance with the law and do not conflict with their University duties and responsibilities.

UFOLIO is the University’s electronic system for disclosure and review of Outside Activities and Financial Interests. The faculty member shall provide responses to the UFOLIO questions listed below. ARTICLE 26 of the Collective Bargaining Agreement governs such reporting for members of the UFF-UF bargaining unit. When consistent with the provisions of ARTICLE 26, relevant University officials may ask a faculty member follow up questions, beyond the UFOLIO questions, related to the disclosed Outside Activity to gather information helpful to the review and approval process. Faculty are under no obligation to provide additional information; however, the University may, under the provisions of Article 26.4(b), disapprove an activity if it has insufficient information to conduct its review. The University shall not make substantive changes to these questions in APPENDIX G or the information necessary for disclosure without bargaining with UFF.

Faculty are advised to review the definitions, terms and conditions of the reporting requirements defined in ARTICLE 26. By reporting such activities, a faculty member does not waive his or her constitutional rights and retains the rights and ownership to intellectual property consistent with ARTICLE 22.

5713 **Basic Information**

5714

5715 Welcome to UFOLIO!

5716

5717 UFOLIO will guide you through disclosing your outside interests and activities.

5718

5719 You should gather any documents, such as consulting agreements, appointment letters, and
5720 contracts, which pertain to your Outside Activities and interests. You may need to reference or
5721 submit a copy of these documents on the following pages to determine if you should disclose
5722 your interests and to answer questions.

5723

5724 You may also want to reference the UFOLIO resources on our website, including quickstart
5725 guides, examples of inside/Outside Activities, and other materials are available here.

5726

5727 Please submit separate disclosures for each of your applicable Outside Activities and Financial
5728 Interests.

5729

5730 Please DO NOT disclose activities that your department leadership considers to be part of your
5731 UF role ("Inside Activities"). See example list for additional clarification: Examples of Inside and
5732 Outside Activities.

5733

5734 For faculty in the bargaining unit, please refer to ARTICLE 26, OUTSIDE ACTIVITY AND CONFLICT
5735 OF INTEREST, APPENDIX G, and ARTICLE 22, INTELLECTUAL PROPERTY, especially 22.4(a) with
5736 regard to Faculty exclusive ownership rights) of the Collective Bargaining Agreement to
5737 understand your reporting obligations and the definitions and examples of Inside Activity and
5738 other material terms utilized in UFOLIO.

5739

5740 For all other employees, please refer to the University's Conflict of Interest policy to understand
5741 your reporting obligations and definitions utilized in UFOLIO.

5742

5743 If you have nothing to disclose, please select that option on the next screen.

5744 Please select the type of Outside Activity or interest you have to disclose. If you have multiple
5745 disclosures to enter, you will disclose one at a time (e.g., consulting for one outside entity and a
5746 leadership role with a different outside entity). If none of these activities or interests apply to
5747 you, select that option at the bottom of the list.

5748

5749 (1) **Management or Material Interest:** An employee must report a management
5750 position (e.g., officer, director, partner, proprietor) held or material interest (more than a 5%
5751 ownership interest) owned by themselves, anyone in the Reporting Household, and any
5752 Relative (as defined in Florida Statute 112.312) whose position or interest is known to the
5753 employee, in an Entity that enters into any agreements or contracts with University (e.g.,
5754 service agreements, leases, sales agreements).

5755

5756 (2) **Publicly-Traded Entity Payments/Ownership:** An employee must report receipt
5757 of payments from or an ownership interest of \$5,000 or more (including shares, partnership
5758 stake, or derivative interests such as stock options) in a publicly-traded Entity by the employee
5759 or anyone in the Reporting Household where the payments or ownership interest reasonably
5760 appear to be related to the employee's Inside Activities or Institutional Expertise. This does not
5761 include an ownership interest managed by a third party, such as a mutual or retirement fund.

5762

5763 (3) **Privately-Held Entity Ownership:** An employee must report any ownership in a
5764 privately held Entity by the employee or a member of the Reporting Household, where the
5765 ownership interest reasonably appears to be related to the employee's Inside Activities or
5766 Institutional Expertise.

5767

5768 (4) **Public Office/Candidate:** An employee must report if the employee is a
5769 candidate for public office or holds public office.

5770

5771 (5) **Outside Teaching Appointments:** An employee must report if the employee has
5772 or is seeking approval to hold an additional (to their UF appointment) teaching appointment
5773 with an outside Entity, in the area of their Institutional Expertise that represents a Private
5774 Interest.

5775

5776 (6) **Outside Research:** An employee must report if the employee oversees or
5777 conducts or is seeking approval to conduct any research in the general area of their Institutional
5778 Expertise at, or receive any research resources or funding from or through, any Entity other
5779 than the University. Research by Investigators conducted at Entities as part of a University
5780 sponsored project or research funding received by the University is subsumed under Inside
5781 Activity and hence does not need to be disclosed in UFOLIO.

5782

5783 (7) **Classroom Works:** An employee must report if the employee requires or seeks
5784 approval to require students to purchase works to be used in the employee's classroom when
5785 such works were created, authored or co-authored (e.g., textbook(s), computer software,
5786 electronic or digital media) by the employee or employee's spouse and for which the employee

5787 or their spouse will receive, or anticipate receiving payment, loan, subscription, advance,
5788 deposit of money or service or anything of monetary value.

5789
5790 (8) **Royalties/Copyright/Licensing Income (according to ARTICLE 22 for faculty in**
5791 **the bargaining unit):** An employee must report if the employee receives royalties, licensing
5792 fees, and/or copyright income in the area of their Institutional Expertise of \$5,000 or more,
5793 annually from an Entity other than the University.

5794
5795 (9) **Expert Witness/Legal Consulting:** An employee must report if the employee
5796 serves or seeks approval to serve as an expert witness and/or engage in consulting in the area
5797 of their Institutional Expertise or Inside Activities in a legal matter like a lawsuit or a potential
5798 lawsuit.

5799
5800 (10) **Professional Services Related to Institutional Expertise:** An employee must
5801 report if an employee provides or seeks approval to provide professional services to an outside
5802 Entity in the area of the employee's Inside Activities or Institutional Expertise that represent a
5803 Private Interest.

5804
5805 (11) **Leadership Roles:** An employee must report if the employee has a senior
5806 management, administrative, or leadership role, that represents a Private Interest, with an
5807 outside Entity related to the employee's Inside Activities or Institutional Expertise where the
5808 employee makes executive business and/or financial decisions on behalf of the outside Entity.

5809
5810 (12) **Innovation Inducement Cash Value Prize:** An employee must report if they
5811 choose to participate, as an Outside Activity, in a competition, with a prize amount greater than
5812 \$5000, in the area of their Institutional Expertise.

5813
5814 (13) **Nothing to Disclose:** By selecting this option, the employee is certifying that
5815 none of the statements listed above applies to the employee.

5816 [Faculty will see this screen first if they indicate an activity in any of the first twelve categories.]

5817

5818 **Entity Information**

5819

5820 1. External entity:

5821 a. If you are unable to find the entity, please enter as text below:

5822 i. Is the entity publicly traded?

5823 ii. Country:

5824 iii. Entity-related documents:

5825 2. Entity EIN tax number (optional):

5826 3. Entity website URL (optional):

5827 [Faculty will see this screen after the Entity screen if they indicate an activity in any of the first
5828 three categories.]

5829

5830 **Management, Material Interests and Ownership Interests**

5831

5832 1. Please fully describe the details of this relationship, interest, or activity including your
5833 role(s) with the entity, a complete description of what you will be doing in simple terms,
5834 and how it relates to your institutional expertise. Please note, providing sufficient detail
5835 up front will help expedite the review process for you.

5836 2. Location of Entity

5837 a. City:

5838 b. County:

5839 c. State:

5840 d. Country:

5841 3. Own equity, stock, or stock options in this entity?

5842 a. Does the ownership interest exceed 5% of the total value of the entity?

5843 4. Is the expected annual compensation \$5,000 or more?

5844 a. If yes, what is the amount of expected annual compensation? (You may provide
5845 additional clarification using #14 below).

5846 5. Will UF equipment, facilities, services, resources be used (on a more than incidental
5847 basis), or will staff and/or students be involved in this activity or Financial Interest?

5848 a. Please describe the use of UF resources and/or involvement of UF staff and/or
5849 students:

5850 6. In your performance of UF responsibilities, do you use products or services from this
5851 entity?

5852 a. Explain:

5853 7. Are you participating in UF research that would affect the disclosed entity (e.g. the
5854 entity: sponsors the research, makes a drug or device being evaluated in the study,
5855 options or licenses related technology or is otherwise related to the study)?

5856 8. Does your contract or agreement with the outside entity include language regarding
5857 intellectual property, works, patents, inventions or copyrights?

5858 9. Does the entity sponsor your research at UF?

5859 10. Does the entity license your technology from UF?

5860 11. To the best of your knowledge, does this entity do any business whatsoever with UF?
5861 (e.g. purchasing agreements, research sponsorship, agreements for service, clinical
5862 trials, etc.)

5863 a. Do you provide input, make recommendations, influence decisions, or have any
5864 involvement whatsoever in any business between the entity and UF? Please
5865 explain in detail.

- 5866 12. Please upload an agreement with the entity to authenticate your responses to the
5867 questions in this section. If you do not have a formal agreement, please upload any
5868 email, correspondence, or document that serves the same purpose.
- 5869 13. Does this relationship require any of your time (e.g., providing services, attending
5870 meetings, etc.)?
- 5871 14. Additional relevant information, if any, that would help clarify this disclosure:
- 5872 15. Attach any additional supporting documentation, if applicable (descriptive emails,
5873 letters, etc.):

5874 [Faculty will see this screen after the Entity screen if they indicate an activity in the fourth
5875 category.]

5876

5877 **Public Office**

5878

5879 1. Please fully describe the details of this relationship, interest, or activity including your
5880 role(s) with the entity, a complete description of what you will be doing in simple terms,
5881 and how it relates to your institutional expertise. Please note, providing sufficient detail
5882 up front will help expedite the review process for you.

5883 2. Location

5884 a. City:

5885 b. County:

5886 c. State:

5887 d. Country:

5888 3. Will UF equipment, facilities, services, resources be used (on a more than incidental
5889 basis), or will staff and/or students be involved in this activity or Financial Interest?

5890 a. Please describe the use of UF resources and/or involvement of UF staff and/or
5891 students:

5892 4. Additional relevant information, if any, that would help clarify this disclosure:

5893 5. Attach any supporting documentation, if applicable (descriptive emails, letters, etc.):

5894 [Faculty will see this screen after the Entity screen if they indicate an activity in the fifth
5895 category.]

5896

5897 **Outside Teaching Appointments**

5898

5899 1. Please fully describe the details of this relationship, interest, or activity including your
5900 role(s) with the entity, a complete description of what you will be doing in simple terms,
5901 and how it relates to your institutional expertise. Please note, providing sufficient detail
5902 up front will help expedite the review process for you.

5903 2. Location where you will be teaching

5904 a. City:

5905 b. County:

5906 c. State:

5907 d. Country:

5908 3. Is the estimated annual compensation \$5,000 or more?

5909 a. If yes, what is the amount of estimated annual compensation?

5910 4. Are you participating in UF research that would affect the disclosed entity (e.g. the
5911 entity: sponsors the research, makes a drug or device being evaluated in the study,
5912 options or licenses related technology or is otherwise related to the study)?

5913 5. Does your contract or agreement with the outside entity include language regarding
5914 intellectual property, patents, inventions works or copyrights ?

5915 6. Will UF equipment, facilities, services, resources be used (on a more than incidental
5916 basis), or will staff and/or students be involved in this activity or Financial Interest?

5917 a. Please describe the use of UF resources and/or involvement of UF staff and/or students:

5918 7. Please upload an agreement with the entity to authenticate your responses to the
5919 questions in this section. If you do not have a formal agreement, please upload any
5920 email, correspondence, or document that serves the same purpose.

5921 8. Additional relevant information, if any, that would help clarify this disclosure:

5922 9. Attach any additional supporting documentation, if applicable (descriptive emails,
5923 letters, etc.):

5924 [Faculty will see this screen after the Entity screen if they indicate an activity in the sixth
5925 category.]

5926

5927 **Outside Research**

5928

5929 1. Please fully describe the details of this relationship, interest, or activity including your
5930 role(s) with the entity, a complete description of what you will be doing in simple terms,
5931 and how it relates to your institutional expertise. Please note, providing sufficient detail
5932 up front will help expedite the review process for you.

5933 2. Location where you will be conducting the research

5934 a. City:

5935 b. County:

5936 c. State:

5937 d. Country:

5938 3. Is the estimated annual compensation \$5,000 or more?

5939 a. If yes, what is the amount of estimated annual compensation?

5940 4. Are you participating in UF research that would affect the disclosed entity (e.g. the
5941 entity: sponsors the research, makes a drug or device being evaluated in the study,
5942 options or licenses related technology or is otherwise related to the study)?

5943 5. Does your contract or agreement with the outside entity include language regarding
5944 intellectual property, patents, inventions, works or copyrights ?

5945 6. Will UF equipment, facilities, services, resources be used (on a more than incidental
5946 basis), or will staff and/or students be involved in this activity or Financial Interest?

5947 a. Please describe the use of UF resources and/or involvement of UF staff and/or students:

5948 7. Does the entity sponsor your research at UF?

5949 8. Does the entity license your technology from UF?

5950 9. To the best of your knowledge, does this entity do any business whatsoever with UF?
5951 (e.g. purchasing agreements, research sponsorship, agreements for service, clinical
5952 trials, etc.)

5953 a. Do you provide input, make recommendations, influence decisions, or have any
5954 involvement whatsoever in any business between the entity and UF? Please
5955 explain in detail.

5956 10. Please upload an agreement with the entity to authenticate your responses to the
5957 questions in this section. If you do not have a formal agreement, please upload any
5958 email, correspondence, or document that serves the same purpose.

5959 11. Additional relevant information, if any, that would help clarify this disclosure:

5960 12. Attach any additional supporting documentation, if applicable (descriptive emails,
5961 letters, etc.):

5962

5963 [Faculty will see this screen after the Entity screen if they indicate an activity in the seventh
5964 category.]

5965

5966 **Classroom Works**

5967

5968 1. Please fully describe the details of this relationship, interest, or activity including your
5969 role(s) with the entity, a complete description of what you will be doing in simple terms,
5970 and how it relates to your institutional expertise. Please note, providing sufficient detail
5971 up front will help expedite the review process for you.

5972 2. Is the estimated annual compensation \$5,000 or more?

5973 a. If yes, what is the amount of estimated annual compensation?

5974 3. For books or other educational resources used in your classroom that you or your
5975 spouse created or co-authored and receive payments for (e.g., royalties), the work must
5976 generally meet the following parameters:

5977 a. The work is selected for academic reasons independent of any financial gain for
5978 you or your family members;

5979 b. The work includes original work by you, and is not solely a collection of the
5980 works of others;

5981 c. The work is offered at fair market prices;

5982 d. The work has been adopted for use at other higher education institutions;

5983 e. The work has been through a peer review process; and

5984 f. The work is protected by copyright and published/produced by an incorporated
5985 or registered publisher/entity that does not require users to waive intellectual
5986 property rights.

5987 g. Such required materials or resources also must not include sale, separate from
5988 the textbook or workbook, of exams, quizzes, required assignments, extra-credit
5989 assignments, and other general course information and evaluative materials that
5990 are customarily available in the textbook or workbook or are customarily made
5991 available to students free of charge.

5992 i. Does the book/resource meet these criteria?

5993 ii. If you answer no to the question above, please explain how the use of
5994 the resource best serves the academic interest of the class under the
5995 circumstances:

5996 4. Please upload an agreement with the entity to authenticate your responses to the
5997 questions in this section. If you do not have a formal agreement, please upload any
5998 email, correspondence, or document that serves the same purpose.

5999 5. Additional relevant information, if any, that would help clarify this disclosure:

6000 6. Attach any additional supporting documentation, if applicable (descriptive emails,
6001 letters, etc.):

6002 [Faculty will see this screen after the Entity screen if they indicate an activity in the eighth
6003 category.]

6004

6005 **Royalties/Licensing/Copyright Income**

6006

6007 1. Please fully describe the details of this relationship, interest, or activity including your
6008 role(s) with the entity, a complete description of what you will be doing in simple terms,
6009 and how it relates to your institutional expertise. Please note, providing sufficient detail
6010 up front will help expedite the review process for you.

6011 2. Is the estimated annual compensation \$5,000 or more?

6012 a. If yes, what is the amount of estimated annual compensation?

6013 3. In your performance of your UF responsibilities, do you use this intellectual property?

6014 a. Explain:

6015 4. Are you participating in UF research that would affect the disclosed entity (e.g. the
6016 entity: sponsors the research, makes a drug or device being evaluated in the study,
6017 options or licenses related technology or is otherwise related to the study)?

6018 5. Does the entity sponsor your research at UF?

6019 6. Does the entity license your technology from UF?

6020 7. To the best of your knowledge, does this entity do any business whatsoever with UF?
6021 (e.g. purchasing agreements, research sponsorship, agreements for service, clinical
6022 trials, etc.)

6023 a. Do you provide input, make recommendations, influence decisions, or have any
6024 involvement whatsoever in any business between the entity and UF? Please
6025 explain in detail.

6026 8. Please upload an agreement with the entity to authenticate your responses to the
6027 questions in this section. If you do not have a formal agreement, please upload any
6028 email, correspondence, or document that serves the same purpose.

6029 9. Additional relevant information, if any, that would help clarify this disclosure:

6030 10. Attach any additional supporting documentation, if applicable (descriptive emails,
6031 letters, etc.):

6032 [Faculty will see this screen after the Entity screen if they indicate an activity in the seventh
6033 category and further indicate that it relates to a plaintiff in a health-care related matter.]
6034

6035 **Legal Consulting (Medical / Plaintiff)**
6036

- 6037 1. Does this legal consulting/expert witness engagement relate to medical malpractice or
6038 any healthcare-related matter?
- 6039 2. I affirm that I have confirmed with the attorney with whom I will be working that
6040 neither the medical care or treatment at issue was provided by the University of Florida
6041 (either in Gainesville or in Jacksonville), the University of South Florida, Florida State
6042 University, the University of Central Florida, Florida International University, Florida
6043 Atlantic University, or any of their major affiliates. Should I subsequently learn that care
6044 or treatment at issue was provided by one of those entities, I will be expected to
6045 withdraw from participation in the matter.
- 6046 3. I affirm that the attorney with whom I will be working understands that my engagement
6047 in this activity is in my capacity as a private citizen and not as an employee of the
6048 University of Florida.
- 6049 4. Enter Plaintiff(s) name:
6050 a. Enter full name of Patient (if applicable):
- 6051 5. Enter Plaintiff law firm/attorney name:
- 6052 6. Enter Defendant(s) name:
- 6053 7. Enter Defendant law firm/attorney name:
- 6054 8. City/State where the alleged issue occurred or relates to:
6055 a. Will you be performing an Independent Medical Exam (IME)?
6056 i. Where will the exam be conducted?
- 6057 9. Is the estimated annual compensation \$5,000 or more?
6058 a. If yes, what is the amount of estimated annual compensation?
- 6059 10. Are you participating in UF research that would affect the disclosed entity (e.g. the
6060 entity: sponsors the research, makes a drug or device being evaluated in the study,
6061 options or licenses related technology or is otherwise related to the study)?
- 6062 11. Will UF equipment, facilities, services, resources be used (on a more than incidental
6063 basis), or will staff and/or students be involved in this activity or Financial Interest?
6064 a. Please describe the use of UF resources and/or involvement of UF staff and/or
6065 students:
- 6066 12. Please explain whether you think this activity/case could in any way place you in a
6067 position that is adverse to the interests of the University of Florida.
- 6068 13. Please upload an agreement with the entity to authenticate your responses to the
6069 questions in this section. If you do not have a formal agreement, please upload any
6070 email, correspondence, or document that serves the same purpose.
- 6071 14. Additional relevant information, if any, that would help clarify this disclosure:

6072 15. Attach any additional supporting documentation, if applicable (descriptive emails,
6073 letters, etc.):

6074 [Faculty will see this screen after the Entity screen if they indicate an activity in the ninth
6075 category and further indicate that it relates to a defendant in a health-care related matter.]
6076

6077 **Legal Consulting (Medical / Defendant)**
6078

- 6079 1. Does this legal consulting/expert witness engagement relate to medical malpractice or
6080 any healthcare-related matter?
- 6081 2. I affirm that the attorney with whom I will be working understands that my engagement
6082 in this activity is in my capacity as a private citizen and not as an employee of the
6083 University of Florida.
- 6084 3. Enter Plaintiff(s) name:
6085 a. Enter full name of Patient (if applicable):
- 6086 4. Enter Plaintiff law firm/attorney name:
- 6087 5. Enter Defendant(s) name:
- 6088 6. Enter Defendant law firm/attorney name:
- 6089 7. City/State where the alleged issue occurred or relates to:
6090 a. Will you be performing an Independent Medical Exam (IME)?
6091 i. Where will the exam be conducted?
- 6092 8. Is the estimated annual compensation \$5,000 or more?
6093 a. If yes, what is the amount of estimated annual compensation?
- 6094 9. Are you participating in UF research that would affect the disclosed entity (e.g. the
6095 entity: sponsors the research, makes a drug or device being evaluated in the study,
6096 options or licenses related technology or is otherwise related to the study)?
- 6097 10. Will UF equipment, facilities, services, resources be used (on a more than incidental
6098 basis), or will staff and/or students be involved in this activity or Financial Interest?
6099 a. Please describe the use of UF resources and/or involvement of UF staff and/or
6100 students:
- 6101 11. Please explain whether you think this activity/case could in any way place you in a
6102 position that is adverse to the interests of the University of Florida.
- 6103 12. Please upload an agreement with the entity to authenticate your responses to the
6104 questions in this section. If you do not have a formal agreement, please upload any
6105 email, correspondence, or document that serves the same purpose.
- 6106 13. Additional relevant information, if any, that would help clarify this disclosure:
- 6107 14. Attach any additional supporting documentation, if applicable (descriptive emails,
6108 letters, etc.):

6109 [Faculty will see this screen after the Entity screen if they indicate an activity in the ninth
6110 category and further indicate that it does not relate to a health-care related matter.]

6111

6112 **Legal Consulting (NON Medical / Government OR Defendant OR Plaintiff)**

6113

- 6114 1. Does this legal consulting/expert witness engagement relate to a civil, criminal or
6115 administrative proceeding? Indicate any that apply.
- 6116 2. Will you be hired by the Government, Plaintiff or Defendant? Indicate any that apply.
- 6117 3. I affirm that the attorney with whom I will be working understands that my engagement
6118 in this activity is in my capacity as a private citizen and not as an employee of the
6119 University of Florida.
- 6120 4. Enter Plaintiff(s) name:
- 6121 5. Enter Plaintiff law firm/attorney name:
- 6122 6. Enter Defendant(s) name:
- 6123 7. Enter Defendant law firm/attorney name:
- 6124 8. City/State where the alleged issue occurred or relates to:
- 6125 9. Is the estimated annual compensation \$5,000 or more?
- 6126 a. If yes, what is the amount of estimated annual compensation?
- 6127 10. Are you participating in UF research that would affect the disclosed entity (e.g. the
6128 entity: sponsors the research, makes a drug or device being evaluated in the study,
6129 options or licenses related technology or is otherwise related to the study)?
- 6130 11. Will UF equipment, facilities, services, resources be used (on a more than incidental
6131 basis), or will staff and/or students be involved in this activity or Financial Interest?
- 6132 a. Please describe the use of UF resources and/or involvement of UF staff and/or
6133 students:
- 6134 12. Please explain whether you think this activity/case could in any way place you in a
6135 position that is adverse to the interests of the University of Florida.
- 6136 13. Please upload an agreement with the entity to authenticate your responses to the
6137 questions in this section. If you do not have a formal agreement, please upload any
6138 email, correspondence, or document that serves the same purpose.
- 6139 14. Additional relevant information, if any, that would help clarify this disclosure:
- 6140 15. Attach any additional supporting documentation, if applicable (descriptive emails,
6141 letters, etc.):

6142 [Faculty will see this screen after the Entity screen if they indicate an activity in the tenth
6143 category.]

6144

6145 **Professional Services Related to UF Expertise**

6146

6147 1. Please fully describe the details of this relationship, interest, or activity including your
6148 role(s) with the entity, a complete description of what you will be doing in simple terms,
6149 and how it relates to your institutional expertise. Please note, providing sufficient detail
6150 up front will help expedite the review process for you.

6151 2. Location where you will perform these professional services

6152 a. City:

6153 b. County:

6154 c. State:

6155 d. Country:

6156 3. Is the estimated annual compensation \$5,000 or more?

6157 a. If yes, what is the amount of estimated annual compensation?

6158 (You may provide additional clarification using #13 below).

6159 4. Are you participating in UF research that would affect the disclosed entity (e.g. the
6160 entity: sponsors the research, makes a drug or device being evaluated in the study,
6161 options or licenses related technology or is otherwise related to the study)?

6162 5. Will UF equipment, facilities, services, resources be used (on a more than incidental
6163 basis), or will staff and/or students be involved in this activity or Financial Interest?

6164 a. Please describe the use of UF resources and/or involvement of UF staff and/or
6165 students:

6166 6. Does your contract or agreement with the outside entity include language regarding
6167 intellectual property, patents, inventions, works or copyrights ?

6168 7. In your performance of your UF responsibilities, do you use products or services from
6169 this entity?

6170 a. Explain:

6171 8. Does the entity sponsor your research at UF?

6172 9. Does the entity license your technology from UF?

6173 10. To the best of your knowledge, does this entity do any business whatsoever with UF?
6174 (e.g. purchasing agreements, research sponsorship, agreements for service, clinical
6175 trials, etc.)

6176 a. Do you provide input, make recommendations, influence decisions, or have any
6177 involvement whatsoever in any business between the entity and UF?

6178 i. Please explain in detail.

6179 11. Please upload an agreement with the entity to authenticate your responses to the
6180 questions in this section. If you do not have a formal agreement, please upload any
6181 email, correspondence, or document that serves the same purpose.

6182 12. Additional relevant information, if any, that would help clarify this disclosure:

6183 13. Attach any additional supporting documentation, if applicable (descriptive emails,
6184 letters, etc.):

6185 [Faculty will see this screen after the Entity screen if they indicate an activity in the twelfth
6186 category.]

6187

6188 **Leadership Roles**

6189

6190 1. Please fully describe the details of this relationship, interest, or activity including your
6191 role(s) with the entity, a complete description of what you will be doing in simple terms,
6192 and how it relates to your institutional expertise. Please note, providing sufficient detail
6193 up front will help expedite the review process for you.

6194 2. Location where you will perform your leadership role

6195 a. City:

6196 b. Gainesville

6197 c. County:

6198 d. State:

6199 e. Country:

6200 3. Is the estimated annual compensation \$5,000 or more?

6201 a. If yes, what is the amount of estimated annual compensation?

6202 (You may provide additional clarification using #13 below).

6203 4. Are you participating in UF research that would affect the disclosed entity (e.g. the
6204 entity: sponsors the research, makes a drug or device being evaluated in the study,
6205 options or licenses related technology or is otherwise related to the study)?

6206 5. Will UF equipment, facilities, services, resources be used (on a more than incidental
6207 basis), or will staff and/or students be involved in this activity or Financial Interest?

6208 a. Please describe the use of UF resources and/or involvement of UF staff and/or
6209 students:

6210 6. In your performance of your UF responsibilities, do you use products or services from
6211 this entity?

6212 a. Explain:

6213 7. Does the entity sponsor your research at UF?

6214 8. Does the entity license your technology from UF?

6215 9. To the best of your knowledge, does this entity do any business whatsoever with UF?
6216 (e.g. purchasing agreements, research sponsorship, agreements for service, clinical
6217 trials, etc.)

6218 a. Do you provide input, make recommendations, influence decisions, or have any
6219 involvement whatsoever in any business between the entity and UF? Please
6220 explain in detail.

6221 10. Please upload an agreement with the entity to authenticate your responses to the
6222 questions in this section. If you do not have a formal agreement, please upload any
6223 email, correspondence, or document that serves the same purpose.

6224 11. Additional relevant information, if any, that would help clarify this disclosure:

6225 12. Attach any additional supporting documentation, if applicable (descriptive emails,
6226 letters, etc.):

6227 [Faculty will see this screen after the Entity screen if they indicate an activity in the twelfth
6228 category.]

6229

6230 **Innovation Inducement Cash Value Prize**

6231

- 6232 1. If you choose to participate, as an Outside Activity, in an Innovation Inducement Cash
6233 Value Prize with prize amount greater than \$5000 in the area of your Institutional
6234 Expertise, please provide a website or announcement that provides the prize details
6235 including topic and terms of the prize participation, submission deadlines, and prize
6236 amount. For faculty in the bargaining unit, please refer to Article 26.12(a)(1) of the CBA
6237 related to this disclosure.

6238 [Faculty will see this screen at the end of the UFOLIO process if they indicate an activity in any
6239 of the first twelve categories.]

6240

6241 **Time Commitment**

6242

6243 1. Approximately how long do you expect this activity or relationship to last in total?

6244

a. 2 weeks or less

6245

i. Estimated start date:

6246

ii. Estimated end date:

6247

iii. Approximately how many hours in total do you expect to spend on
6248 this activity? (Numerical values only, please)

6249

iv. Explain any additional information to clarify the dates or time
6250 commitment involved:

6251

b. 3 to 6 weeks

6252

i. Estimated start date:

6253

ii. Estimated end date:

6254

iii. Approximately how many hours per week do you expect to spend on
6255 this activity? (Numerical values only, please)

6256

iv. Explain any additional information to clarify the dates or time
6257 commitment involved:

6258

c. More than 6 weeks

6259

i. Estimated start date:

6260

ii. Estimated end date:

6261

1. I am not sure of the end date: (checkbox)

6262

iii. Approximately how many hours per week do you expect to spend on
6263 this activity? (Numerical values only, please)

6264

iv. Explain any additional information to clarify the dates or time
6265 commitment involved:

6266 **Certification**

6267

6268 My initials on this completed electronic disclosure affirm and certify an understanding of and
6269 compliance with UF's policies on conflicts of interest, Outside Activities, and Financial Interests
6270 as well as the completeness and accuracy of my responses in this disclosure.

6271 I will keep my disclosures up-to-date and accurate, and I confirm I understand and agree with
6272 the above statements. Enter initials here: