

**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.

**ARTICLE 2  
RECOGNITION**

2.1 Bargaining Unit. The University of Florida Board of Trustees (hereinafter Trustees) recognizes the United Faculty of Florida (hereinafter the UFF, or UFF) as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all faculty members in the bargaining unit as defined in Commission Order No. 05E-195, Certification No. 1558, issued by the Florida Public Employees Relations Commission on September 9, 2005 or as subsequently modified by Commission Order. A listing of the titles currently included in the faculty bargaining unit is attached as Appendix "A."

2.2 Job Classification.

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

(b) The University may create new position classifications with job duties that include a substantial teaching or research component or otherwise significantly overlap duties of positions currently within the bargaining unit only after discussions with the UFF regarding the nature and necessity of the new position classifications and whether they will be designated within or outside the bargaining unit, unless the UFF notifies the University in writing that it does not object to the new classification or designation. If the UFF does not request such discussions within thirty (30) days after notification of the proposed new position classification, the University may proceed to implement it.

(c) If the University wishes to revise the specifications of an existing class so that its bargaining unit designation needs to be changed, it may do so only after negotiations with the UFF regarding such new designation, unless the UFF notifies the University in writing that it

does not object to the new designation.

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

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

(1) Upon request by a faculty member or the UFF, the Provost or designee shall review the faculty member's classification and bargaining-unit status and send a written explanation of the faculty member's classification and bargaining unit status to both the faculty member and the UFF.

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

(3) Until the Florida Public Employees Relations Commission makes a final determination on the matter, the presumptions regarding new or revised position classifications or bargaining unit status specified in Section 2.2(a), above, shall apply to the case in question.

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

(a) Faculty members shall be provided written notice, ninety (90) days in advance, where practicable, with a copy to the UFF/UF, when the University proposes to reclassify the faculty member to a classification that is not contained in the faculty bargaining unit.

(b) The faculty member may request a review of such action consistent with the provisions of Section 2.2.

(c) The UFF may discuss such action pursuant to Article 6, Consultation.

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

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

2.4 Board of Trustees Meetings.

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

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

### **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 the 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 the 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.

### **ARTICLE 4 UFF Rights**

4.1 Use of Facilities and Services.

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

4.2 Communications.

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

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

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

#### 4.3 Released Time.

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4.4 Leave of Absence—Union Activity.

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

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

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

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

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

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

## **ARTICLE 5 PAYROLL DEDUCTION**

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 the UFF and certified in writing by the 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 the 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 the Office of Human Resources receives the authorization.

(b) The 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 the 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 Resources office and the UFF revoking the faculty member's prior deduction authorization, or

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

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

5.5 Reinstatement of Deduction.

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

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

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

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

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

## **ARTICLE 6 CONSULTATION**

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.

## **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 the 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**

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 the UFF declines in writing to bargain over the change.

8.2 Notice of Proposed Regulations. The University shall provide to the 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**

9.1 Policy. The 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 the 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 vote by secret ballot 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 members of the unit.

(b) The University and the 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) The faculty shall periodically review the bylaws, and propose revisions, whenever a change in this Agreement has a direct and significant impact upon the bylaws relating to matters referenced in the Agreement.

## 9.2 Development and Approval of Bylaws.

(a) With respect to deadlines under the development and approval procedures in Section 9.2, "days" means 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 end of an allotted time period, the time period shall be suspended at that point and recommence on the first day of classes in the next semester.

(b) The faculty members of the unit shall familiarize themselves with the existing bylaws, the mission and goals of the unit and the University, and this Agreement before the unit faculty members begin the development or revision process.

(c) Faculty Proposal. The 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 secret-ballot vote by a majority of all affected faculty in the relevant unit who are eligible to vote on the matter under consideration. 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.

(d) Dean's Review. Within thirty (30) days of receiving the proposed bylaws, the dean shall review them to ensure that they comply with this Agreement and with the mission and goals of the University and either approve the proposed bylaws or return them to the unit for revision.

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

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

(e) Reconsideration, if Necessary. The faculty shall consider the dean's written objections and, within thirty (30) days after receiving the dean's objections, shall resubmit the

bylaws to the dean, incorporating all, some, or none of the objections, along with a justification for the resubmitted language, which shall be written by a faculty member from the unit selected by the faculty members in the unit.

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

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

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

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

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

## **ARTICLE 10 ACADEMIC FREEDOM AND RESPONSIBILITY**

10.1 Policy. Academic freedom and responsibility are essential to the integrity of a true university. In particular, 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 necessarily rests upon the preservation of the intellectual freedoms of teaching, expression, research, and debate. The University and the UFF therefore 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. All members of the University of Florida community have a responsibility to exemplify and support these freedoms in the interests of reasoned inquiry.

(a) The University and the 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 duties 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 when, as the result of an official investigation of the competent evidence by a fact-finding panel of faculty members with expertise in the course material involved, the faculty member's supervisor is able to establish that

a. there was discrimination against the student in determining the grade or the grade was imposed without proper authority; or

b. the faculty member's assessment of the student's performance was not supportable by an accepted pedagogical practice or was substantially inconsistent with the basis for evaluation that the faculty member specified for the course.

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

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

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

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

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

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

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

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

(f) Perform appropriate duties assigned by the University and observe applicable state and federal law and applicable published College, University, and Board of Governors regulations, policies, and procedures, provided that the assigned duty or the regulation, policy, or procedure at issue does not contravene the provisions of the Agreement or the faculty member's right to criticize or seek revision of those duties, laws, regulations, policies, or procedures. However, faculty members seeking change must not do so in ways that unreasonably obstruct the functions of the University.

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

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

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

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

(d) Sustain principles of the system of shared governance, which recognizes that in

the development of academic policies and processes the professional judgments of faculty members are of crucial importance.

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

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

(1) Upon receiving a report of disruptive student behavior, the Dean of Students shall act promptly to investigate and resolve the matter. Faculty may request that a disruptive student be barred from returning to the classroom. If the Dean of Students declines 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.

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

## **ARTICLE 11 NONDISCRIMINATION**

### 11.1 Statement of Intent.

(a) The parties support all laws intended to protect and safeguard the rights and opportunities of each faculty member to work in an environment free from any form of discrimination or harassment.

(b) The parties recognize their obligations under federal and state laws, and regulations prohibiting discrimination. They desire to assure equal employment opportunities at the University and recognize that the purpose of affirmative action is to provide equal opportunity to women, minorities, and other affected groups to achieve equality at the University. To this end the parties shall implement programs, policies, and practices to facilitate the recruitment, appointment, retention and professional development of such groups and to ensure equitable opportunities for faculty members to receive salary adjustments, tenure, multi-year appointments, promotion, sabbaticals, and other benefits. This statement of intent is not subject to Article 28, Grievance Procedure and Arbitrations.

## 11.2 Policy.

### (a) Discrimination.

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

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

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

(1) Sexual Harassment. It is the policy of the University that each faculty member be allowed to work in an environment free from any form of discrimination. Sexual harassment is a prohibited form of sex discrimination. Sexual harassment includes the following forms of unwelcome sexual advances, requests for sexual favors, and/or other verbal and physical conduct of a sexual nature:

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

b. "Hostile environment harassment" occurs when unwelcome sexual behavior unreasonably interferes with an individual's job performance or creates an intimidating, hostile, or offensive work environment. Hostile environment harassment generally requires a severe and pervasive pattern of behaviors to constitute sexual harassment. Submission to or rejection of such conduct by an individual is used as the basis for decisions affecting the individual's employment.

(2) Consensual sexual relationships may involve a conflict of interest. Conflicts of interest are subject to the provisions of Article 26, Conflict of Interest/Outside Activity.

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

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

(5) Policies and regulations regarding harassment shall be based on the definitions specified in this subparagraph and shall be employed to protect individuals from discrimination, not to regulate the content of speech or restrict the academic freedom or free

speech rights of faculty members.

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

(d) Responsibilities of Faculty Members Regarding Formal Accusations of Possible Discrimination or Harassment. A faculty member who has actual knowledge by direct observation or who receives a formal accusation of discrimination, or of harassment as defined in Section 11.2(b), involving an individual over whom the faculty member has direct official authority, must contact Office of Human Resource Services, who shall investigate the matter to determine whether the observation or accusation has substance and, if appropriate, take corrective action.

(e) Formal Complaints of Discrimination or Harassment. Faculty members who believe that they may be victims of discrimination or harassment, including sexual harassment as defined in subsection 11.2(b)(1) above, may file a formal complaint directly with the Office of Human Resource Services.

(f) Retaliation. Retaliation for exercising civil rights is prohibited by federal and state law. No harassment, intimidation, threats, coercion, discrimination, or other form of retaliation shall be made by a faculty member, the University or UFF against any party, witness or representative arising from their good faith participation in the investigation of a complaint of discrimination or harassment. Retaliation shall be regarded as seriously as discrimination itself and shall justify discipline pursuant to the procedures established in Article 27, Disciplinary Action.

(g) Disciplinary Action.

(1) If an investigation finds that discrimination or harassment has occurred, the University may, in appropriate cases, prescribe counseling instead of formal disciplinary action. If the university imposes discipline, it shall be done in accordance with the provisions of Article 27. The complainant shall be advised of the action taken against the faculty member.

(2) No faculty member shall be disciplined for discrimination or harassment until the investigation of the charges according to the procedures described in Section 11.3 is complete and a finding of discrimination or harassment has been issued and, if a timely grievance is filed, until the grievance process ends with a finding of just cause that permits the discipline. During the investigation, the faculty member may be placed on administrative leave pursuant to the Leaves article of this Agreement.

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

(a) An investigation of alleged discrimination or harassment shall be initiated when

an individual files a formal complaint with the Office of Human Resource Services.

(1) The Office of Human Resource Services shall appoint trained professionals to investigate the alleged discrimination or harassment. The Office of Human Resource Services shall notify the accused, the complainant, the dean of the appropriate college/unit, and the UFF.

(2) The Office of Human Resource Services shall inform the accused of the content of the accusation and the date of any scheduled initial interview with the accused, which shall not be less than seven (7) days after the date of notification, during which time the accused shall not speak to the complainant about any aspect of the complaint. The Office of Human Resource Services shall inform the accused that he/she has the right to have a UFF Grievance Representative or legal counsel present during any interviews involving the accused.

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

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

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

(6) At any time the Office of Human Resource Services, the complainant, and the accused may agree to a resolution of the complaint.

(7) Upon completion of the investigation, the investigators shall make a report of their findings to the Office of Human Resource Services, who shall forward the report to the accused individual, the accused individual's representative (if any), the complainant, the dean of the appropriate college/unit, and the UFF.

(b) The investigative report shall contain at least the following information: The nature of the complaint, all formal statements by the parties, a summary of the facts, and a conclusion as to whether discrimination or harassment has occurred.

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

(d) The Office of Human Resource Services shall notify the complainant, the accused individual, the accused individual's representative (if any), the dean of the appropriate college/unit, and the UFF of the results of the investigation and any proposed action to be taken, including counseling or disciplinary action.

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

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



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

(3) Pursuant to state and federal law, the findings shall be maintained in the University's Office of Human Resource Services.

(f) In instances where no findings of discrimination or harassment is made, no record of any allegations or the formal complaint shall be placed in the faculty member's evaluation or personnel file unless the faculty member requests in writing that a record of the complete investigation be placed in the evaluation or personnel file.

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

11.5 Grievance Procedures.

(a) Claims of discrimination or harassment brought against the University may be presented as grievances pursuant to Article 28, Grievance Procedure and Arbitration. However, no grievance may be maintained under this section if the faculty member has also initiated a complaint arising from the same issue(s) filed with any court or fair employment practices agency, except as specifically provided for in Article 28.

(b) Appeals of adverse employment decisions made against faculty members accused of discrimination or harassment may be presented as grievances pursuant to Article 28, Grievance Procedures and Arbitration.

11.6 Neither the University the UFF shall abridge any rights of faculty members related to union activity granted under Florida law including but not limited to the right to assist or to refrain from assisting the UF.

## **ARTICLE 12 APPOINTMENT**

12.1 Policy.

(a) Working with faculty, The University shall establish standards, qualifications, and criteria to fill vacancies in the bargaining unit with the best possible candidates. A well-diversified faculty, including women and minority faculty members, is consistent with the University's educational mission. 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 the 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.

(c) A written commitment made by the University regarding the faculty member's appointment, or matters associated with the appointment, shall be subject to enforcement under Article 28, Grievance Procedure and Arbitration. No special commitment or conditions 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 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.

(2) In instances in which more than one department is involved (such as interdisciplinary programs), the department in which tenure would be earned is responsible for the above, and the chair shall make appropriate arrangements for the other department(s) involved to participate in the process.

(e) Chair's Recommendation.

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

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

(3) The chair may make a recommendation different from the preferences of

the faculty search committee or those reflected in the vote of the department faculty, provided that the chair does not recommend a candidate that the faculty as a whole has determined to be unacceptable.

(f) Dean's Decision.

(1) If the faculty search committee cannot make a recommendation or if the dean finds none of the recommended candidates acceptable, the dean may ask the committee to consider additional candidates from the remaining pool of candidates.

(2) After receiving the recommendation(s) of the faculty search committee, the input from the department faculty, and the chair's recommendation(s), the dean shall appoint the recommended candidate that the dean deems is most qualified.

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

(a) Title.

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

(c) Length of appointment.

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

(e) Principal place of employment.

(f) Salary rate.

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

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

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

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

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

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

(b) Appointments Classified by Duration of Time.

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

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

b. No faculty appointment shall be for a term exceeding a twelve (12)-month period ending June 30.

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

(3) Multi-year are appointments for a fixed term as indicated in the employment offer and appointment. The multi-year contract cannot exceed five (5) years.

(c) Appointments Classified by Degree of Effort.

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

(2) Part-time - the utilization of effort considered less than customary or standard during a given time period, equivalent to less than 100% or less than 1.00 FTE, or appointments for less than thirty-nine (39) weeks. Such an appointment involves either working less than 100% of the time through an academic or calendar year or working full-time for less than the full number of terms in the academic year.

(d) Notice for Non-Tenured Faculty. The appointment of non-tenured or non-permanent-status faculty is subject to renewal or non-renewal in accordance with the appropriate notice provisions set forth in the Non-Renewal article of this Agreement.

(1) If the appointment is for a limited period of time and at the time the appointment is made the University does not expect or intend to renew it, the letter of appointment shall state: "Your employment under this contract will cease on the date indicated. No further notice of cessation of employment is required."

(2) Section (d)(1) does not apply to positions that are tenure-accruing or to faculty with five or more years of continuous service whose salaries are funded through "soft money."

(e) Faculty with Administrative Assignments.

A faculty member appointed to an administrative role (such as chair) may be reclassified and reassigned to other faculty or administrative duties at any time during the term of that appointment. If the faculty member is reclassified and reassigned, the pay rate and appointment period shall be adjusted to reflect the new responsibilities.

(f) Renewal of Appointments. After the initial appointment, a faculty member shall be notified of the renewal of an appointment by means of a Notice of Appointment or a letter indicating the renewal of the reappointment.

(1) The appointment of tenured or permanent status faculty shall be renewed annually unless terminated for just cause subject to the limitations set forth in Article 27, Disciplinary Action and Job Abandonment. The terms of the renewal of the appointment shall be consistent with the appointment in which the faculty member was granted tenure or permanent status or prior renewal.

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

(g) P. K. Yonge Developmental Research School Appointments.

(1) Academic Year Appointments. The academic year appointment period (hereafter, "calendar") for P. K. Yonge faculty members consists of a Fall and Spring semester of approximately 42 contiguous weeks, and shall consist of not more than 194 days. In scheduling these days, the University shall consider the calendar of the local district. The calendar for the following academic year shall be submitted to the faculty for its consideration, and such scheduling shall be subject to consultation under the Consultation article of the Agreement.

(2) Review Period. The initial annual contract of a P. K. Yonge faculty member shall include a 97-day probationary period during which time the faculty member's contract may be terminated without cause or the faculty member may resign without breach of contract.

(3) No faculty member shall be required to serve as a Professional Learning Partner.

(h) Multi-Year Appointments.

(1) A multi-year appointment shall be offered for a period of not less than two and not more than five (5) academic or calendar years.

(2) The appointment shall expire at the end of the specified multi-year period but may be renewed. Persons with such appointments shall not receive a notice of non-renewal during the term of the specified multi-year appointment, and no further notice of cessation of employment is required.

(3) Faculty members on multi-year appointments cannot be terminated during the contract period except for just cause or layoff.

(4) The criteria and procedures for such appointments shall be maintained in the college or department written policies.

(5) An initial or successive multi-year appointment may be offered only for the following:

- a. Non-tenure-earning academic appointments.
- b. Individuals who have retired from universities or other organizations and who meet the required standards, qualifications, competencies, and criteria.

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

a. The criteria for an initial or successive appointment shall include consideration of the basis for the initial multi-year appointment, annual evaluations of performance, professional growth, extent and currency of professional qualifications, contribution to the mission of the department or program, staffing needs, funding source alternatives, and continuing program considerations.

b. These written criteria and procedures shall be implemented upon a majority vote of the department faculty and shall be made available to all faculty members.

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

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

e. The dean shall notify the faculty member in writing by the beginning of the final year of the faculty member's current appointment, of the decision to offer or not offer a successive appointment.

(i) "Job sharing" shall be permitted between two faculty members under the following conditions:

- (1) Participation is voluntary;
- (2) The hours and responsibilities are outlined in writing;
- (3) The hours and responsibilities provide both faculty members with the time worked necessary to qualify for salary increases as well as retirement and other benefits;
- (4) The job sharing is approved by the participating faculty members and their chair; and
- (5) The dean or deans supervising the faculty members have granted their approval for the sharing for a specific period, up to a maximum of one year, at which time the sharing will be reviewed and approval will be either renewed or denied.

(j) Visiting Appointments.

(1) A visiting appointment shall be made only to a person not expected to be available for more than a limited period, normally one year.

(2) Visiting appointments may be extended past the normal one-year period under unusual circumstances.

(3) Before approving any request to extend the employment of a visiting faculty member, the chair must consult with the faculty members in the department. UFF shall

have the right to consult on such extensions under the provisions of the Consultation article.

(4) No faculty member with a visiting appointment shall be given a regular appointment without following the search procedures set forth in this article.

(k) Adjunct Appointments.

(1) Adjunct instructional appointments are for one academic term at a time and are ordinarily part-time, non-salaried instructional employees paid on a per course basis.

(2) The use of adjuncts shall, upon the request of the UFF, be a subject of consultation under the provisions of the Consultation article of this Agreement.

12.5 Change in Appointments.

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

(b) A faculty member serving on a twelve (12) month appointment may request an academic year appointment, or an annual-leave-accruing appointment of less than twelve (12) months but more than nine (9) months. Similarly, a faculty member serving on an academic-year appointment may request a twelve (12) month appointment or an annual-leave-accruing appointment of less than twelve (12) months but more than nine (9) months. If the requested change is denied, the University shall provide written notice of the reasons for the denial.

(1) Upon approval by the University, and assuming that the assigned responsibilities remain substantially the same, a faculty member's base salary shall be adjusted by 81.8 percent when changing from a twelve (12) month to an academic-year appointment, or by 122.2 percent when changing from an academic-year to a twelve (12) month appointment.

(2) Upon approval of a change from a twelve (12) month appointment to an annual-leave-accruing appointment of less than twelve (12) months but more than nine (9) months, the faculty member's salary shall be adjusted to a percent of the twelve (12) month base salary that is mathematically proportionate.

(c) FTE Reduction. Under special circumstances the degree of effort (FTE) or the duration of the appointment may be altered by written agreement between the appropriate administrator and the faculty member, provided that

(1) The reduction in FTE shall reflect a corresponding tangible net reduction in the faculty member's assigned duties.

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

(d) A faculty member who has been awarded tenure or permanent status or who is in a tenure-earning position shall not have the appointment reduced without the faculty member's written approval.

12.6 The biweekly salary rate of faculty members serving on twelve (12)-month appointments shall be calculated by dividing the Twelve (12) month salary rate by the actual

number of pay periods in the calendar year.

#### 12.7 Reclassification of Faculty Members to a Non-Unit Classification.

(a) Faculty members shall be provided written notice, ninety (90) days in advance, where practicable, with a copy to the UFF/UF, when the University proposes to reclassify the faculty member to a classification that is not contained in the faculty bargaining unit.

(b) The faculty member may request a review of such action consistent with the provisions of Section 2.2.

(c) The UFF may discuss such action pursuant to the Consultation article of this Agreement.

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

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

### **ARTICLE 13 NON-RENEWAL**

#### 13.1 Policy.

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

(b) Non-tenured and non-permanent-status faculty members, during the period of their appointment, retain all other rights and benefits for which they are eligible under 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 one or more of the following occurs:

(1) The faculty member's position is abolished, 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, in accordance with the Evaluation and Tenure articles of this Agreement, receives an overall "unsatisfactory" evaluation on the annual performance evaluation.

(c) Non-tenured, 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 accordance with the provisions of this Agreement.

### 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 years of continuous service, faculty members who are on visiting appointments, faculty members who are appointed for less than one year, or faculty members on multi-year appointments as defined in the Appointments 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 set out in subsection (a)(1), above, 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 (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) For faculty members in their first two (2) years of continuous university service, one semester.

(2) For faculty members in their third contract year of employment or beyond, twelve months.

(3) For faculty members who are on "soft money" (e.g., contracts and grants, sponsored research funds, and grants and donations trust funds) who have five (5) or more years of continuous university service, twelve months prior to the last day of employment.

(c) Prior to the transmission of the notice of non-renewal, University shall confer informally with the faculty member concerning the non-renewal.

(d) The notice of non-renewal shall include the following:

- (1) A statement that the University is not renewing the employment contract;
- (2) A reference to the meeting held to advise the faculty member of non-reappointment;
- (3) The expiration date of the current contract;
- (4) The last date of employment with the University;
- (5) A statement that the faculty member may contest the decision, in accordance with Article 28, Grievance Procedure and Arbitration, because of an alleged violation of a specific term or provision of the Agreement or because of an alleged violation of the faculty member's constitutional rights.
- (6) A copy of Article 28, Grievance Procedure and Arbitration.

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

(f) A faculty member who receives written notice that the faculty member will not be offered further appointment shall receive, upon written request within twenty (20) days following receipt of such notice, a written statement of the basis for the decision not to renew the appointment. The University shall provide such statement within twenty (20) days following receipt of the request. All such notices and statements shall be sent by certified mail, return receipt requested, or delivered in person to the faculty member with written documentation of receipt obtained.

(g) If the University does not comply with providing proper notice, as required in subsections (b)-(e), above, the faculty member's non-renewal notice period will not begin until the corrected notice is provided.

(h) Reassignment.

(1) Following the delivery of the notice of non-renewal, the University may reassign such faculty member to other university duties after consultation with the faculty member and the departments or other units affected.

(2) Such reassignment does not release the University from its contractual commitment to compensate the faculty member for the period prior to the effective date of non-renewal.

#### 13.4 Grievability.

(a) A faculty member who receives written notice of non-renewal may, according to Article 28, Grievance Procedure and Arbitration, contest the decision because of an alleged violation of a specific term or provision of the Agreement or because of an alleged violation of the faculty member's constitutional rights.

(b) Such grievances must be filed within sixty (60) days of receipt of the notice of non-renewal

or the statement of the basis for the decision.

13.5 Re-employment Considerations. If the decision not to renew the appointment was based primarily upon 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 or more programs or functions, the University shall take the following actions:

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

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

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

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

13.6 Resignation.

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

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

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

## **ARTICLE 14 ASSIGNMENT OF RESPONSIBILITIES**

14.1 Policy.

(a) The University and the UFF agree that 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 the 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) Each faculty member should be given assignments that are fair and reasonable and provide an equitable opportunity for development and advancement, in relation to other faculty in the same department or equivalent unit.

(e) 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.

(f) 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 the UFF recognize that while the Legislature has described the minimum full academic assignment in terms of twelve (12) contact hours of instruction or equivalent research/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) The University has the obligation to review the size and number of classes and other instructional activities, such as laboratories, field experiences, and internships, to consolidate inappropriately small offerings, and to reduce inappropriately large classes.

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

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

(f) The chair shall inform the faculty member of the impact of any contemplated change in the faculty member's assigned allocations for teaching, research/scholarship/creative

activity, and service. The chair shall offer the faculty member the opportunity to discuss any such contemplated change.

- (g) In making assignments, the University shall consider:
  - (1) the needs of the program or department; and
  - (2) the faculty member's preferences, qualifications and experiences, and professional development interests;
  - (3) whether the assignment provides the equitable opportunity, in relation to other faculty members in the same department, to fulfill applicable criteria for tenure, promotion, merit salary increases, and, if applicable, multi-year appointments.
  - (4) Additional Considerations for P. K. Yonge Faculty.
    - a. No faculty member shall be asked to teach more than one academic subject during a class period.
    - b. Faculty members teaching in middle school or high school shall not be required to teach more than three separate, unrelated academic classroom subjects.

#### 14.3 Assignments.

- (a) Communication of Assignment.
  - (1) A tentative assignment of responsibilities shall be provided no later than May 1. New faculty members shall be informed of assigned duties as soon as it can be done.
  - (2) If it can be done, the faculty member shall be notified of the final assignment in writing no later than six (6) weeks in advance of the starting date of each term.
- (b) Change in Assignment.
  - (1) If it should become necessary to make changes in a faculty member's assignment, the person responsible for making the change shall notify the faculty member as soon as practicable prior to making such change and shall specify the change in writing.
  - (2) If a change in assignment results in needing to move University supplies or equipment, the University shall provide assistance in such a move and shall notify the faculty member of the time of the move at least one (1) month in advance.
  - (3) The University shall make a good faith effort not to change a faculty member's teaching assignment less than four (4) weeks prior to the first class session.
  - (4) If a faculty member has been assigned or reassigned a course fewer than four (4) weeks prior to the first class session, such circumstances shall be taken into consideration when reviewing student evaluations of the course.
  - (5) Changes in teaching assignments for P. K. Yonge faculty members often involve significant changes in the courses or grade levels taught and the classrooms in which teaching takes place. An appropriately certified faculty member who volunteers shall be considered for such changes.

14.4 Equitable Opportunity. Each faculty member shall be given assignments that provide equitable opportunities, in relation to other faculty members in the same department, to meet the required criteria for promotion, tenure, merit salary increases, and, if applicable, multi-year appointments.

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

(b) For the purpose of applying this principle to tenure, assignments shall be considered over the entire probationary period and not solely over the period of a single annual assignment. If an arbitrator determines that a faculty member was not provided an equitable opportunity as described in this section, the arbitrator may award an additional period of employment (not to exceed one year) for the purpose of rectifying the inequity requiring the University to provide the equitable opportunity as described herein.

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

#### 14.5 Resolution of Assignment Disputes.

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

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

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

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

(2) After consulting with the faculty member, the University did not make a fair and reasonable attempt to accommodate the faculty member's circumstances, including allowing reasonable time for research for those faculty members with research assignments. In this regard, the parties recognize the following:

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

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

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

(4) The time between the end of the last assignment on one day and the beginning of the first assignment for the next day is less than twelve (12) hours, unless the

faculty member has agreed to such an arrangement or there is no practicable alternative.

(5) If, in relation to other faculty members in the same department, the assignment does not provide an equitable opportunity to meet the required criteria for promotion, tenure, merit salary increases, and if applicable, multi-year appointments, or there has been no provision for a timely appropriate adjustment that corrects the inequity.

(d) Assignments are subject to the provisions of the Grievance Procedure and Arbitration article.

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

#### 14.6 Place of Employment.

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

(1) Where possible, a faculty member shall be given at least nine (9) months notice of a change in principal place of employment.

(2) The faculty member shall be granted, upon written request, a conference with the person responsible for making the change to express concerns regarding such change.

(3) Voluntary changes and available new positions within the department shall be considered prior to involuntary changes.

(b) Secondary.

(1) Each faculty member, where possible, shall be given at least ninety (90) days written notice of assignment to a secondary place of employment more than fifteen (15) miles from the faculty member's principal place of employment.

(2) The faculty member shall be granted, upon written request, a conference with the person responsible for making the change to express concerns regarding such a change.

(3) If the assignment to a secondary place of employment is made, the supervisor shall make an appropriate adjustment in the assignment in recognition of time spent traveling to a secondary place of employment.

(4) Necessary travel expenses, including overnight lodging and meals, for all assignments not at the faculty member's principal place of employment shall be paid at no less than the State rate.

#### 14.7 Schedule of Assigned Duties.

(a) Supervisors are encouraged to make appropriate adjustments in the number of hours scheduled in recognition of evening, night, and weekend assignments, and for periods when a faculty member is on call. Evenings, nights, and weekends when a faculty member is on call shall be considered in making other assignments.

(b) Except for P. K. Yonge faculty, the period of an instructional assignment during an academic year shall not exceed an average of seventy-five (75) days per semester, and the

period for testing, advisement, and other scheduled assignments shall not exceed an average of ten (10) days per semester. Activities in each semester shall be scheduled during contiguous weeks with the exception of spring break.

(c) No faculty member shall be required to teach a schedule in which the time between the beginning of the first assignment and the end of the last assignment for any one day exceeds eight (8) hours, unless the faculty member has agreed to such an arrangement or there is no practicable alternative.

(d) No faculty member shall be required to teach a schedule in which the time between the end of the last assignment on one day and the beginning of the first assignment for the next day is less than twelve (12) hours, unless the faculty member has agreed to such an arrangement or there is no practicable alternative.

(e) Instructional Day for P. K. Yonge Faculty. The normal instructional day for P. K. Yonge faculty members shall be seven and one-half (7.5) continuous hours. The University and the UFF recognize that a faculty member's professional responsibilities and obligations may on occasion necessitate the faculty member's working beyond the normal instructional day but that the faculty member is responsible for determining how to spend his/her time outside the normal instructional day.

(1) The starting and ending times for normal instructional days and planning days shall be determined by the principal after discussion of these times with the faculty. The principal's final decision shall be announced during pre-planning for the academic year.

(2) The normal student contact time for a secondary school faculty member shall be five periods per day. The parties acknowledge that instructional patterns in secondary schools are changing and that PKY may experiment with other models in consultation with UFF.

(3) Each faculty member shall be provided a lunch period without duties during the normal instructional day of no less than thirty (30) minutes.

a. Any faculty member who accepts a voluntary lunchroom duty assignment shall receive a supplement equal to the faculty member's regular hourly rate for thirty (30) minutes for each day the duty is performed. A faculty member's regular hourly rate of pay shall be determined by dividing the daily rate of pay by seven and one-half (7.5) hours.

b. Faculty members teaching in the elementary grades may be expected to escort their students to the serving line before taking the faculty member's lunch break.

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

(5) Faculty members shall be permitted to leave school at the end of the student day on school days immediately preceding the weekend, a holiday, or student vacation day as long as students are not left unsupervised. The principal shall make appropriate arrangements to ensure that faculty members who are needed to supervise students on these days are given comparable release time on other days. Any shortened day for teachers under this provision shall not be construed as infringing upon faculty planning time.

(6) Faculty members shall be provided additional time within the normal



workday during the last three (3) days of student attendance at the conclusion of the school year, in order to allow adequate time for completing records and paper work.

14.8 Scheduled Meetings and Planning Time for P. K. Yonge Faculty. No later than the first day of pre-school planning, the University shall distribute to faculty a tentative schedule of pre-school planning meetings, team and department meetings, and in-service training meetings that faculty members are required to attend.

(a) Faculty meetings shall be held during the instructional workday. Faculty members present at the meeting may vote to extend the meeting beyond the normal workday. The chair is responsible for the meeting agenda, which shall be posted prior to the meeting. Faculty members may recommend topics of discussion for the meeting agenda.

(b) During pre-school planning, highest priority shall be given to individual and team/department preparation time, and required meetings and in-service training shall not exceed an hour and a half per day or a total of seven and one-half (7.5) hours for the week.

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

(1) Periods specifically assigned for planning shall not be used for activities other than planning, except that at reasonable intervals and with prior written notice of at least five (5) days the University may designate a portion of such time for administrative uses such as required in-service training or a faculty meeting.

(2) Where team planning is necessary, the members of the team shall determine how much of the assigned planning time will be used for team planning.

(3) Where art, physical education, media, science and music classes are scheduled at the elementary school, the regular faculty member shall not be required to remain with a special-subject faculty member, except in exceptional circumstances, and may use that period for additional planning.

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

(e) Faculty Planning/Conference Days. Faculty planning days are designed to permit additional planning, preparations, parent conferences, in-service training, professional exchange of ideas, appraisal conferences, and other school-related business to be conducted when faculty members do not have direct responsibility for students.

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

(2) The principal shall provide faculty members with no less than five (5) days notice of any required activity that will occur on a planning day.

(3) A division may decide to hold special parent-teacher conferences in lieu of a faculty planning day. The principal and a majority of faculty members must agree to the

session(s) and the format to be used. Those faculty members not participating shall work the regularly scheduled planning day.

#### 14.9 Equipment.

(a) The University shall make a reasonable and good-faith effort to provide and maintain an adequate inventory of technologically current equipment necessary to carry out assigned duties, and shall make a reasonable and good faith effort to obtain funding to provide for the replacement of obsolete equipment.

(b) When equipment is required for classes, laboratories, or studios, or at recitals, practicums, or other such performances, exhibitions, or instructional activities, it is desirable that the University provide sufficient and adequate equipment to accommodate the students assigned in them. If the University does not provide sufficient and adequate equipment, such circumstances shall be taken into consideration in reviewing student evaluations of the course and determining how much weight to give them, if any.

(c) Equipment for P. K. Yonge Faculty.

(1) Each faculty member shall be provided with a copy of the instructor's edition(s) of the basic text(s) used in each course to which the faculty member is assigned.

(2) No faculty member shall be required to purchase supplies, textbooks, materials, or equipment from personal funds. Every reasonable effort shall be made to provide these materials by the first day of preschool.

(3) The principal or designee shall discuss supply and material needs with each new faculty member and shall secure for the faculty member's classroom use reasonable supplies and materials at a level no less plentiful than that allocated to other similar classes.

(4) A committee, composed of faculty members chosen by UFF and an equal number of administrators chosen by the Director, shall advise the Assistant Superintendent for Business Services on equipment allocation.

#### 14.10 Overload Assignments.

(a) An overload assignment is defined as the assignment of any duties in excess of a faculty member's full-time appointment (1.0 FTE).

(b) No faculty member shall be required to accept an overload assignment.

(c) As compensation for an overload assignment, the University shall offer the faculty member either

(1) financial compensation; or

(2) reduction in teaching assignment in a mutually agreeable following academic semester or year.

(d) Monetary compensation for overload assignments shall be paid from OPS, not Salary dollars. OPS payments do not qualify for retirement compensation or credit.

(e) Overload assignments are used for a variety of purposes, but with regular, in-person classroom courses, it is the intent of the university to migrate such course work over time to regular assignments.

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

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

## **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**

#### 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 be no less than the federal government per diem rate during that travel period, up to the amount of funding available under department policies.

#### 16.3 Travel Advances.

(a) The University shall to the extent permitted by law, provide travel advances, upon request, of up to eighty (80) percent of budgeted expenses for authorized travel of longer than five (5) consecutive days.

(b) The University shall provide travel advances to faculty members at no less than the federal government per diem rate during that travel period, up to the amount of funding available under department policies.

### **ARTICLE 17**

## SUMMER APPOINTMENTS AND ASSIGNMENTS

### 17.1 Policy.

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

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

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

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

### 17.2 Summer Appointments.

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

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

### 17.3 Compensation.

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

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

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

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

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

(b) Other credit-generating activities such as thesis or dissertation supervision, directed individual studies, supervised teaching or research, or supervision of student interns, as well as research or service activities, may be assigned by the University during the summer term. However, no faculty member shall be required to undertake such assigned other credit-generating activities, or assigned research or service activities, without compensation for that specific activity in addition to the compensation provided for the faculty member's summer instructional appointment.

(c) Any portion of a summer appointment beyond 1.0 FTE shall be paid from OPS rather than salary dollars. OPS payments do not qualify for retirement compensation or credit, and no retirement compensation or credit shall be provided for the portion of the faculty member's summer compensation made by OPS payment.

17.4. P.K. Yonge.

Faculty members with a summer instructional appointment will be paid at their salaried hourly rate and shall include two days of the pre-summer course planning and one hour of planning time per instructional day.

## **ARTICLE 18**

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

18.1 Policy. Performance evaluations are intended to communicate to a faculty member a qualitative assessment of performance of assigned duties by providing written constructive feedback.

(a) Annual Evaluations. Each faculty member's performance shall be evaluated at least once annually, with the exception of those faculty members who have resigned, who are on visiting appointments, or who have either received notice of non-renewal or are not entitled to receive notice of non-renewal under the Non-Renewal article. Faculty shall be evaluated according to the most recently approved standards and procedures, provided that those standards and procedures were in place prior to the beginning of the evaluation period.

(b) Personnel decisions shall be based on written annual evaluations, provided that, where appropriate, such decisions need not be based solely on written faculty performance evaluations.

(c) Sustained Performance Evaluations. Tenured faculty members shall receive a sustained performance evaluation once every seven years following the award of tenure or their most recent promotion, or the last decanal recommendation that they receive a Salary Performance Plan award. The purpose of this process is to evaluate sustained performance during the previous six years of assigned duties.

18.2 Sources of Evaluation.

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

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

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

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

(c) University Required Student Evaluations. The tabulated results and written comments of student evaluations of classroom instruction shall be provided to the faculty member no later than thirty (30) days following the end of classes in the semester in which the evaluation occurred, or as soon thereafter as is feasible.

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

(a) The chair shall notify a faculty member at least two (2) weeks in advance of the date and time of any direct classroom observation(s) or visitation(s). If the faculty member determines that this date is not appropriate because of the nature of the class activities scheduled for that day, the faculty member may suggest a more appropriate date or dates.

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

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

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

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

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

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

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

(2) Other assigned university teaching duties, such as advising, counseling, supervision of interns, or duties of the position held by the faculty member.

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

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

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

(1) Evidence of research/scholarship/creative activity, either print or electronic, shall include, but not be limited to, published books; chapters in books; articles and papers in professional journals; musical compositions, paintings, sculpture; works of performing art; papers presented at meetings of professional societies; reviews, and research and creative activity that has not yet resulted in publication, display, or performance.

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

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

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



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

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

18.6 Department Clarifications of University Criteria for Annual Performance Evaluations. The chair and the faculty in each department/unit shall develop and maintain written clarifications of the University criteria for annual performance evaluations, in terms tailored to the department's discipline(s), faculty positions (i.e., tenured or tenure-earning, non-tenure-earning, library faculty), and assigned duties. Such discipline-specific written clarifications shall be approved in a secret-ballot vote by a majority of all affected department faculty and shall be included in the department's bylaws according to the provisions of Article 9, Bylaws Governing Terms and Conditions of Employment.

(a) These discipline-specific clarifications shall

- (1) take into consideration the department's mission and the reasonable expectations for the different ranks;
- (2) be adaptable to various assigned duties, so that department faculty have an equitable opportunity to earn merit increases, regardless of their assignments; and
- (3) be detailed enough that a reasonable faculty member should not be uncertain or confused about what performance or accomplishment is sufficient in teaching, research/scholarship/creative activity, and service to earn each performance evaluation rating. The clarifications shall identify for each assignment area some representative examples of the achievements or performance characteristics that would earn each performance evaluation rating.

(b) With respect to research/scholarship/creative activity, each department/unit shall develop discipline-specific clarifications that are consistent with the University's publicly articulated mission. These discipline-specific clarifications must also address how the department values various research/scholarship/creative activities and the outlets in which candidates might be reasonably expected to publish, exhibit, or perform.

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

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

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

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

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

(b) The chair shall provide to his/her department faculty the form or format for submission of a faculty member's annual report no later than January 15. The student evaluations of classroom instruction for the preceding Fall semester shall also be provided to the faculty member.

(c) Each faculty member shall submit to the chair the faculty member's annual report no later than March 15.

(d) Faculty committees or other individuals submitting evaluative data that may be relevant to the annual evaluation, such as merit pay recommendations, shall report to the chair no later than April 15.

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

(f) No later than July 1 the chair shall provide to the faculty member the proposed written annual evaluation, and shall attach to the annual evaluation a copy of the faculty member's annual report and the annual assignment for the year being evaluated.

(1) The faculty member shall be offered the opportunity to discuss the evaluation with the evaluator prior to its being finalized and placed in the faculty member's evaluation file.

(2) The evaluation shall be signed and dated by the person performing the evaluation and by the faculty member being evaluated, who may attach a concise comment to the evaluation. A copy of the evaluation shall be provided to the faculty member.

18.8 Sustained Performance Evaluations. Tenured faculty members shall receive a sustained performance evaluation once every seven years following the award of tenure, their most recent promotion, or the last decanal recommendation that they receive a Salary Performance Plan award. The purpose of this process is to evaluate sustained performance during the previous six years of assigned duties. A faculty member who has received satisfactory annual evaluations during four or more of the previous six years, including one or more of the previous two (2) years, shall be rated satisfactory in the sustained performance evaluation.

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

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

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

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

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

(f) The performance improvement plan shall be developed by the faculty member in concert with his/her chair and shall include specific performance targets and a reasonable time period for achieving the targets. If the faculty member and the chair are unable to reach agreement on a plan, the dean shall resolve the issues in dispute.

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

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

(3) It is the responsibility of the faculty member to attain the performance targets specified in the performance improvement plan. If the plan identifies specific deadlines for attaining performance targets and the faculty member fails to attain the targets by the deadlines, the department/unit has the responsibility to take appropriate actions.

#### 18.9 Proficiency in Spoken English.

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

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

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

(d) It is the responsibility of each faculty member who is found, as part of the annual evaluation, to be deficient in oral English language skills, to take appropriate actions to correct these deficiencies. To assist the faculty member in this endeavor, the University shall provide

appropriate oral English language instruction without cost to such faculty members for a period consistent with their length of appointment and not to exceed two (2) consecutive semesters. The time the faculty member spends in such instruction shall not be considered part of the individual assignment or time worked, nor shall the faculty member be disadvantaged by the fact of participation in such instruction.

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

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

18.11 Evaluation File.

(a) Policy. There shall be one (1) official evaluation file, containing a dated copy of all documents used in the assignment and evaluation process, other than evaluation for tenure or promotion, except for course materials, publications, public speeches/presentations, or papers presented at conferences. When evaluations and other personnel decisions are made, other than for tenure or promotion, the only documents that shall be considered are those contained in the official evaluation file, as well as the faculty member's course materials, publications, public speeches/ presentations, or papers presented at conferences that are referenced in the official evaluation file.

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

(2) Documents shall be placed in the evaluation file within a reasonable time after receipt. The faculty member shall be promptly notified when the document is placed in the faculty member's evaluation file.

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

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

(1) Upon request, a faculty member may paginate with successive whole numbers the materials in the file, and may attach a concise statement in response to any item

therein. The University may paginate the materials in the file and shall notify the faculty member when that pagination will take place.

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

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

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

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

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

(f) Removal of Contents. Materials shown to be contrary to fact shall be removed from the file. This section shall not authorize the removal of materials from the evaluation file when there is a dispute concerning a matter of judgment or opinion rather than fact. Materials may also be removed pursuant to the resolution of a grievance.

(g) Use of Evaluative Material.

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

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

**ARTICLE 19**  
**TENURE AND PROMOTION**

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, which is a very serious undertaking. 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 criteria shall be applied in cases involving both tenure and promotion.

(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 criteria for tenure shall be identical to those that would be applicable to that faculty member in the faculty member's last year of the probationary period.

(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 vote of the appropriate

departmental or unit faculty.

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

(8) Tenure shall not extend to administrative appointments.

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

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

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

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

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

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

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

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

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

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

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

(9) No promotion decision shall be based on an assessment that employs factors not identified in, or standards conflicting with, the established written criteria as clarified for the faculty member's discipline.

## 19.2 Eligibility.

(a) Faculty members with the rank of Assistant Professor, Associate Professor, Professor, Assistant Librarian, Associate Librarian, Librarian, Assistant Curator, Associate Curator, or Curator shall be eligible for tenure. The University may designate other positions as tenure-accruing.

(b) Faculty members with the rank of Assistant Professor, Associate Professor, Clinical Assistant Professor, Clinical Associate Professor, Assistant Librarian, Associate Librarian, Assistant Curator, Associate Curator, University School Instructor, University School Assistant Professor, University School Associate Professor, Lecturer, Senior Lecturer, Assistant in \_\_\_\_\_, Associate in \_\_\_\_\_, Assistant Engineer, Associate Engineer, Assistant Scholar, Associate Scholar, Assistant Scientist, and Associate Scientist shall be eligible for promotion.

### 19.3 Tenure Probationary Period.

(a) A faculty member in a tenure-accruing position shall be considered and recommended for tenure or given notice of non-renewal by the end of the tenure probationary period pursuant to the non-renewal provisions of this Agreement.

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

College of Design, Construction and Planning—7 years

College of Fine Arts—7 years

College of Liberal Arts and Sciences—7 years

College of Business Administration—7 years

College of Education—6 years

College of Engineering—6 years

College of Journalism and Communications—6 years

College of Health and Human Performance—7 years

University Libraries—7 years

Florida Museum of Natural History—6 years

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

#### (d) Definition of Qualifying Service.

(1) One (1) year of academic service for those on academic year appointments shall mean employment at 1.0 FTE during academic year beginning with the Fall term. Employment for one semester shall constitute one-half year of academic service for those on academic-year appointments. One (1) year of service for those on 12-month appointments shall mean employment at 1.0 FTE for the year. A 12-month faculty member should be employed by November 7 for the employment to count as one year of eligibility.



(2) Faculty members on a less than 1.0 FTE appointment shall earn credit toward tenure on a pro-rated basis.

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

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

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

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

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

#### 19.4 Extension of the Probationary Period.

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

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

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

(b) Any faculty member requesting an extension of the probationary period must make such request in writing to the faculty member's department chair. The submission may be made at any time, but no later than March 1 prior to the final year of the probationary period. The written request must set forth the circumstances and include appropriate supporting documentation. Recommendations from the department and college level must indicate agreement or disagreement with the request and shall be forwarded to the Provost who has final authority to approve or disapprove the request, but a request made under Section 19.4(a) shall be disapproved only if the requirements of Section 19.4(a) are not met or if appropriate documentation is not furnished if requested.

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

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

#### 19.5 Criteria.

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

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

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

- (1) Instruction, including regular classroom teaching, serving on or directing thesis or dissertation committees, and other instructional activities;
- (2) Research or other creative activities, including scholarly publications; and
- (3) Professional or public service.

(c) In most cases, tenure or promotion requires distinction in two of the three categories, one of which shall be the one designated as the faculty member's primary responsibility. "Distinction" in the categories shall be defined by each college and clarified in writing by the faculty of the appropriate department in terms tailored to the department disciplines and consistent with University standards.

(d) Department Clarifications of University Criteria. The chair and the faculty in each department shall develop and maintain written clarifications of the University's tenure and promotion criteria in terms tailored to the department's discipline(s) and assigned duties and consistent with University standards. Such discipline-specific clarifications must be agreed to in a secret-ballot vote by a majority of all tenured and tenure-accruing faculty of the department and must be approved by the dean and included in the department's bylaws in accordance with the bylaws provisions of this Agreement.

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

distinction were met.

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

(e) In assessing whether the faculty member has satisfied the criteria, the quality of the faculty member's performance shall be evaluated by the procedures outlined in this Article and the Article on Faculty Performance Evaluations. The decision shall take into account annual assignments and annual performance evaluations.

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

#### 19.6 Changes in Criteria for Tenure and Promotion.

The University may modify the criteria for tenure and promotion so long as the UFF has been notified of the proposed changes and offered an opportunity to discuss such changes in consultation with the President or designee.

(a) Changes to discipline-specific departmental clarifications of the University criteria shall be developed and approved according to the Bylaws article.

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

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

#### 19.7 Progress Toward Tenure.

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

(a) Faculty members of each department shall develop a procedure for conducting the review. This procedure must:

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

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

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

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

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

(3) Peer evaluations; and

(4) The faculty member's Annual Evaluations.

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

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

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

#### 19.8 Initiation of the Tenure or Promotion Review Process.

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

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

(c) Faculty eligible for tenure or promotion shall be provided with the URL of the department's written clarifications of the University criteria, "The University's Guidelines and

Information Regarding the Tenure, Permanent Status and Promotion Process," and other materials, information, and forms that are used in the preparation of the dossier.

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

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

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

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

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

b. represents a significant contribution to the field; and

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

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

(4) Candidates must, in writing, either waive or decline to waive the right to view the letters of evaluation before such letters are solicited. Letters of evaluation must be available to the candidate for review unless the candidate executes a written waiver of her/his right to view the solicited letters of evaluation. No candidate shall be penalized for declining to waive this right.

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

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

a. Any change in the number of required outside letters must be voted on by secret ballot and approved by a two-thirds majority of the tenured and tenure-accruing faculty in the college.

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

(f) Tenure or Promotion Dossier.

(1) The only documents that shall be considered in making a recommendation are those contained or referenced in the dossier.

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

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

1. nominee information cover page;
2. brief description of job duties;
3. areas of specialization;
4. assigned activity;
5. educational background;
6. employment;
7. year tenure was awarded;
8. the university's tenure criteria, the college's clarification of those criteria, and the appropriate department's applicable written discipline-specific clarifications of those criteria;
9. teaching, advising, and/or instructional accomplishments;
10. teaching evaluations;
11. educational portfolio;
12. graduate committee activities;
13. contribution to discipline narrative;
14. creative works or activities;
15. patents and copyrights;
16. publications;
17. lectures, speeches, or posters presented at professional conferences/meetings;
18. contracts and grants;
19. university governance and service;
20. consultations outside the university;
21. editor of a scholarly journal, service on an editorial advisory board, or reviewer for a scholarly journal;
22. international activities;
23. extension program;
24. clinical service or clinical activities;
25. service to schools;
26. membership and activities in the profession;
27. honors;

28. chair's/director's letter;
29. dean's letter;
30. sample letter to evaluators and bio-sketches of individuals writing solicited letters of evaluation;
31. letters of evaluation;
32. copies of the last five annual letters of evaluation, where applicable; and
33. further information (any additional materials that the candidate believes is pertinent). Any documents that have been added to the dossier after the commencement of consideration shall be appended at the end of the dossier and shall indicate the individual who requested the additional document, the date the document was added, and the reasons why the document was included.

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

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

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

(2) The candidate shall verify (electronically) the completeness of the dossier prior to the department review and secret ballot.

(3) After the verifying statement(s) have been signed, a copy of the completed dossier shall be available to the candidate, except that if the candidate has waived the right to see letters of evaluation such letters will be removed.

(h) Alterations to the Dossier.

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

- a. information as specified above, which may have been inadvertently omitted or incorrectly entered;
- b. the written assessments and recommendations of faculty committees and administrators who are charged with making recommendations regarding the candidate's application, and the candidate's response to these, if any; and
- c. clarification, documentation or validation of assertions made by the candidate, when requested in writing by official reviewing faculty committees and administrators.

(2) Candidates shall not be required to provide additional information or materials clarifying areas that are not referenced in Sections 19.8(f) and 19.8(h)(1), above, nor shall candidates be penalized or disadvantaged for refusing to provide such unrequired information or materials.

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

(4) If any material is added to, deleted from, or changed in the dossier by anyone other than the candidate after the commencement of the consideration process, including results of the votes and copies of both the chair's and the dean's letters, a copy of any such additions, deletions, or changes, other than letters of evaluation to which the faculty member has waived the right to review, shall be available to the candidate within five (5) days by personal delivery, email, mail, or the on-line system. Within ten (10) days of receipt of the material, the candidate may supply a concise response, which shall be added to the tenure dossier. The dossier shall not be forwarded until either the candidate submits a response, indicates in writing that he/she will not be making a response, or until ten (10) days have elapsed from the date of the candidate's receipt of additional or changed material, whichever occurs first.

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

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

#### 19.9 Tenure or Promotion Review and Recommendation Procedures.

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

(a) Faculty and administrators participating in a review are advised to consult the tenure and promotion Article. The administrator at each level shall be responsible for ensuring



that the review at that level is conducted in a manner consistent with the provisions of the tenure and promotion Article.

(b) The only documents, information, or materials that shall be considered in making a tenure or promotion recommendation are those contained or referenced in the dossier.

(c) The candidate may submit a written response to any recommendations added to the dossier at any stage in the review process.

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

(e) Review and Vote by Department Faculty.

(1) If a department uses a committee to provide a written assessment of the candidate's qualifications for tenure or promotion, the department committee shall submit its written assessment to the department chair, who shall share it with the faculty before they meet to discuss and vote on the candidate.

(2) The appropriate faculty members of the department shall review the dossier and any materials referenced in it and shall meet to discuss the nomination. In tenure cases, only tenured faculty members may vote; in promotion cases, only those with a rank above the candidate may vote.

(3) The department chair shall conduct a poll by secret ballot following the meeting. If department policy provides for input from another unit in which the candidate holds an appointment, whether it is in the form of written comments or a vote by the secondary unit, that input shall be advisory only. The chair shall report the vote on the Nominee Information Cover Sheet of the dossier (i.e., for, against, abstaining, and absent). The number of faculty voting for, against, abstaining, and absent shall equal the total number of faculty members of the department eligible to vote according to this collective bargaining agreement.

(f) Department Chair's Review and Recommendation.

After reviewing the candidate's dossier, the department chair shall submit a written assessment of the candidate's qualifications with reference to the department's written discipline-specific clarifications of the University's tenure criteria and make a positive or a negative recommendation. The chair's letter may explain or clarify such issues as exceptional assignments, unique contributions or unusual votes.

(1) The candidate shall have ten (10) days from receipt of the department chair's letter to submit a written response.

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

(g) Review by the College Tenure and Promotion Committee.

(1) The Committee shall be comprised of tenured faculty members in the college. No less than one-half of the committee members shall be elected by the tenured

faculty members of the college. Only those with a rank above the candidate may vote in promotion cases.

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

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

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

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

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

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

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

(h) Dean's Review and Recommendation.

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

(2) The dean shall forward a copy of the letter to the candidate and the department chair.

(3) The candidate shall have ten (10) days from receipt of the dean's letter to request a meeting with the dean or submit a written response.

(4) The dean shall not forward the dossier until either the candidate submits a response, indicates in writing that he/she will not be making a response, or the ten (10) day period for responding expires, whichever occurs first. The dean must sign the nomination indicating endorsement or lack of endorsement for the nomination before it can be forwarded to the University Academic Personnel Board.

(i) Review by the University Academic Personnel Board.

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

assessment to the President or designee.

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

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

(j) President's Review and Recommendation.

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

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

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

#### 19.10 Tenure and/or Promotion Decisions.

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

(b) Promotion. The President or designee shall make the final decision whether to promote a candidate.

(c) Faculty members being considered for tenure or promotion may withdraw from consideration provided that the withdrawal is made before the President's official notification of the decision. Except for candidates in their final year of the probationary period, such withdrawal shall be without prejudice.

(d) Tenure decisions shall normally be made at the June Trustees meeting, and tenure or promotion will be effective on July 1 for twelve-month faculty members and at the beginning of the academic year for nine-month (academic-year) faculty members. Decisions on faculty members who are appointed with tenure as a condition of employment shall normally be made at the Trustees meeting immediately following the acceptance of employment.

## **ARTICLE 20 SABBATICALS AND PROFESSIONAL DEVELOPMENT PROGRAMS**

20.1 Sabbaticals and professional development awards for 2013-14 were granted under the provisions of the 2010-2013 collective bargaining agreement. The program below starts with the application process in 2013-2014.

20.2 The parties agree that research and development programs are intended to advance the abilities of faculty members and to strengthen the university as well. Such programs contribute significantly to the quality and success of research universities, and they provide eligible faculty members with the opportunity for professional renewal, planned travel, study, formal education, research, writing, faculty development, certification, or other experiences of professional value. The parties agree that such programs must be flexible to meet the diverse needs of faculty in the bargaining unit.

20.3 Sabbaticals.

Sabbaticals are granted to tenured faculty members to permit them to engage in intensive programs of research and/or study. Sabbaticals are accorded to faculty members to enable them to further their research or other creative activities, to improve teaching skills, to enhance the university's distinction and a faculty member's value to the university. Sabbaticals are granted in a process described in this article.

20.4 Sabbatical Eligibility.

(a) Full-time tenured faculty members with at least six (6) years of full-time service at the University who have not taken a sabbatical within the last six (6) years are eligible for sabbaticals.

(b) A faculty member may opt for an alternative sabbatical as described in 20.5.

20.5 Alternative Sabbatical Pilot Program.

(a) Tenured faculty members may have professional development needs that do not fit comfortably in a traditional sabbatical program. Included are such things as assignments of shorter duration than a sabbatical, special funding to support unique non-salary costs associated with a project (such as travel), or special projects where a summer appointment would be more useful.

(b) A tenured faculty member may opt to apply for an alternative sabbatical program at any time if not previously awarded an alternative sabbatical. The faculty member is limited to one such alternative sabbatical every three years.

(c) The alternative sabbatical is in lieu of a sabbatical and, if taken, re-sets the sabbatical eligibility clock.

(d) If not awarded, sabbatical eligibility is not affected.

(e) Provided there are sufficient qualified proposals for this alternative program, the University shall provide \$500,000 in each fiscal year.

(f) Alternative sabbaticals are distinct from regular sabbaticals.

(g) This alternative sabbatical program is a pilot and concludes with awards made for the 2016-17 academic year.

(h) The parties agree to create a study committee in Spring 2015 to review the effectiveness of this pilot program and to recommend any changes to it.

#### 20.6 Sabbatical Allocations.

The University will allocate 50 two semester full pay sabbaticals and 40 one semester full pay sabbaticals each fiscal year for members of the bargaining unit. If the pattern of such applications suggests a different allocation between one and two semester sabbaticals and the college committee so recommends, a college may change the mix of sabbaticals, so long as the total semester units awarded is equal to the total semester units allocated to the college. The University will distribute this sabbatical allocation to each of the colleges in proportion to the number of eligible faculty. The University shall notify UFF at the same time as the colleges of the allocation of the sabbatical units.

20.7 Applications for sabbaticals shall be submitted to the faculty member's department chair by October 15. Final decisions shall be made by January 15. Each application shall state whether it is for a traditional one or two-semester sabbatical or the alternative sabbatical program. A faculty member may apply for only one option (two-semester sabbatical, one-semester sabbatical, or an alternative sabbatical). The application shall include the following:

applicant's name;

applicant's department;

number of years of full-time service at the University;

semester(s) that the sabbatical is requested for;

dates of previous sabbaticals, including any deferred sabbaticals;

a statement of no more than 750 words describing the planned activities, specific results anticipated from the sabbatical, and any anticipated income, particularly if proposal involves appointment at another academic institution.

20.8 The faculty member applying for an alternative sabbatical shall provide a detailed budget and may include a request for replacement costs for reduced teaching load during the alternative sabbatical. The maximum award shall be \$50,000. The University, at its discretion, may not charge the replacement costs against the award.

#### 20.9 Process for Review of Sabbatical Proposals

(a) The chair shall make a recommendation on whether the university should award a proposed sabbatical.

(b) The college committee (described in 20.11 below) shall make a recommendation to the dean on whether the university should award a proposed sabbatical.

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

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

(e) If a dean does not spend the allocation in a given year because there are not sufficient proposals to effectively use the allocation, the unused allocation will be forwarded to the following year.

(f) If there are more recommended traditional sabbaticals than available allocations, those individuals with the most years of service since a previous sabbatical shall be granted the sabbatical. In the event that the seniority provision requires a decision between those with identical seniority, the college committee shall rank order only those applications. This sabbatical seniority does not apply to the alternative sabbatical proposals.

#### 20.10 Process for Review of Alternative Sabbatical Proposals.

(a) The chair shall make a recommendation on whether the university should award the alternative sabbatical.

(b) The college committee (described in 20.11 below) shall make a recommendation to the dean on whether the university should award the alternative sabbatical.

(c) A faculty committee consisting of tenured faculty from the bargaining unit shall make determinations about the awards, including a determination of appropriate funding for each. The Colleges of Education, Engineering, and Liberal Arts and Sciences shall elect a nominee from the tenured faculty to serve on the committee for staggered two-year terms. The other colleges in the bargaining unit, plus the museum and the library, shall each elect a nominee from the tenured faculty members to serve on the committee. The provost shall select three faculty members from the other colleges to serve on the committee for staggered two-year terms. The provost's selections shall strive to reflect both the relative size of the academic units and an appropriate disciplinary mix of the members.

#### 20.11 College Committees on Sabbaticals.

Each College shall have a sabbatical committee elected by and from the fulltime tenured faculty members in the College. Its primary responsibility is to assess whether proposals meet the standards.

#### 20.12 Terms and conditions of sabbaticals.

The following terms and conditions apply:

(a) A faculty member and the University may agree to a different schedule than the traditional one or two semester leave during a single academic year. Included options are sabbaticals spread over two academic years or a sabbatical at half pay.

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

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

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

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

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

(e) A faculty member must return to the University for at least one (1) academic year following the completed sabbatical. Return to the University of salary received during the sabbatical may be required if the faculty member fails to meet this obligation.

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

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

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

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

(j) If financial assistance is received in the form of salary, the University salary shall normally be reduced by the amount necessary to bring the total income of the sabbatical period to a level comparable to the faculty member's current year salary rate. In certain

instances, the University may waive this requirement because of special costs associated with the sabbatical.

(k) Employment unrelated to the purpose of the sabbatical is governed by the provisions of Article 26, Conflict of Interest and Outside Activity.

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

20.13. Professional Development Program. The University will provide professional development awards for those not eligible for sabbaticals, as described below.

20.14 Professional Development Program Eligibility.

Full-time faculty members with six (6) or more years of service at the University shall be eligible for the professional development program, except those members who are serving in tenure-accruing or tenured positions. PKY faculty members are included in this group, including PKY faculty with permanent status. Once eligible, faculty members may receive a professional development award once every six years of fulltime service.

20.15 Each year, the University shall make available at least one (1) professional development award for one (1) semester at full pay or a mutually acceptable alternative for each twenty (20) eligible faculty members, subject to the eligibility, application, and selection criteria set forth in this article. Professional Development Awards shall be divided among the colleges according to their proportion of eligible faculty.

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

20.17 At least one such award shall be reserved every other year for P.K. Yonge faculty.

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

applicant's name;

applicant's department;

number of years of full-time service at the University;

semester(s) that the award is requested for;

dates of previous awards;

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



20.19 Process for Review of Proposals.

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

(b) The college committee (described in 20.21 below) shall make its recommendations on whether the university should grant the award.

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

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

20.20 Terms and conditions. The terms and conditions for the professional development programs shall be the same as for sabbaticals as specified in section 20.12.

20.21 College Committees on Professional Development Program.

Each college shall have professional development program committee elected by and from the fulltime faculty members in the College. Its primary responsibility is to make recommendations on supporting proposals.

20.22 Study Leave for those not tenured or in tenure-accruing positions:

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

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

- (1) That the absence will not interfere with the proper operation of the work unit;
- (2) The course work would improve the productivity of the department; and
- (3) The faculty member's work schedule can be adjusted to accommodate such job-related study without reduction in the total number of work hours required per pay period, or the faculty member uses accrued leave or takes approved leave without pay for the hours of absence.

20.23 Annual Report.

Not later than April 30 of each year, the University shall provide a report, by college, of the sabbatical and professional development program results. The report shall include the following information (separated by sabbaticals, alternative sabbaticals, and professional development awards):

- (1) Number of faculty members eligible;
- (2) Number of applications;
- (3) Number awarded;

- (4) Number accepted;
- (5) Number accepted but deferred;
- (6) Number recommended by faculty committee and chair and denied by dean; and
- (7) Expenditures for the alternative sabbaticals.

## **ARTICLE 21 OTHER LEAVES**

### 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 use of intermittent leave.

(3) Sick leave, approved worker's compensation leave, and service-related disability leave may be taken as needed but must be reported to the appropriate supervisor.

(4) All other leaves may be taken only after having been approved by the appropriate supervisor.

(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 State benefits and other 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 leave to observe the religious holidays of their respective faiths.

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

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

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

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

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

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

### 21.4 Accrual during Leave with Pay.

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

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

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

### 21.5 Return from Leave.

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

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

### 21.6 Family and Medical Leave Entitlements.

(a) The Family and Medical Leave Act of 1993 provides for unpaid leaves for qualified medical and family reasons as enumerated in this Article. The failure to list, define, or specify any particular provision or portion of the FMLA in this Agreement shall not constitute a waiver of any of the rights or benefits conferred to the employer or the faculty member through the FMLA.

(b) Implementation of Family and Medical Leave Entitlements. A faculty member shall be entitled to four hundred and eighty (480) hours of family medical leave within a twelve (12) month period either for the faculty member's medical condition or in order to care for an "immediate family member" who is seriously ill for an extended period and for whom the faculty member has significant care responsibilities.

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

(2) All employees are eligible who have worked at least twelve (12) months, which need not have been consecutive, and who have worked at least 1250 hours in the twelve (12) months prior to the leave.

(3) The faculty member may take the leave either continuously or intermittently.

(c) Accounting for the Use of Family and Medical Leave in a Twelve-Month Period.

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

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

(d) Use and Approval of Family and Medical Leave.

(1) The University shall approve Family and Medical leave for an eligible faculty member as long as the reasons for absence qualify and the faculty member has not exhausted the faculty member's eligibility for that fiscal year. The faculty member may request Family and Medical leave as accrued paid leave, unpaid leave, or a combination of both.

(2) The University may require that the faculty member use accrued paid leave prior to requesting unpaid leave. Requiring the use of paid leave shall be applied consistently and shall not be used merely to exhaust the faculty member leave balance in order to prohibit the use of accrued paid leave while on unpaid leave as provided for in Section 21.12(e).

(3) The university will comply with FMLA notice requirements regarding designation of leave.

(e) Medical Certification.

(1) The University may require a faculty member to provide medical certification from a health care provider for unpaid leave when taken for the serious health condition of the faculty member or a family member.

(2) Medical certification may be required to affirm the faculty member's ability to return to work and perform one or more of the essential functions of the job within the meaning of the Americans with Disabilities Act (ADA).

(f) Return to Position. The faculty member shall be returned to the same or equivalent position in the same class and work location unless the university and the faculty member agree in writing to other terms and conditions.

(g) Continuation of Benefits. The use of Family and Medical leave by eligible faculty members shall neither enhance nor decrease any rights or benefits normally accrued to salaried faculty members during a paid leave or any rights or benefits normally accrued during an unpaid leave.

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

#### 21.7 Parental Leave.

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

(b) Paid Parental Leave Program. A faculty member shall be provided with up to six (6) weeks of advanced sick or vacation leave for the birth or adoption of a child or the initial placement of a child in the foster care of the employee. Employees may also use their personal accrued leave, unpaid leave, or a combination of paid and unpaid leave so long as the total parental leave period, including the paid parental leave does not exceed a total of six (6)

calendar months. Faculty members may take up to six years to repay the leave hours advanced to them as part of this program. If a faculty member resigns before paying back the time, unused leave balances will be applied to the leave repayment.

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

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

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

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

(a) Sick Leave.

(1) Accrual of Sick Leave. A full-time faculty member shall accrue four (4) hours of sick leave for each biweekly pay period, or the number of hours directly proportionate to the number of days worked during less than a full-pay period. There is no limitation to the number of hours that may be accrued. A part-time faculty member shall accrue sick leave at a rate directly proportionate to the percent of time employed.

(2) Uses of Sick Leave.

a. Sick leave shall be accrued before being taken except leave taken through a sick leave pool.

b. Sick leave shall be authorized for the following purposes:

1. The faculty member's personal illness, injury, exposure to a contagious disease, disability where the faculty member is unable to perform assigned duties, or appointments with health care providers.

2. The illness, injury, appointments with health care providers, or death of a member of the faculty member's immediate family.

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

d. A faculty member who requires the use of sick leave should notify

the supervisor as soon as practicable.

e. A faculty member who becomes eligible for the use of sick leave while on approved vacation leave shall, upon notifying the supervisor, substitute the use of accrued paid sick leave to cover such circumstances.

(3) Certification. If a faculty member's request for absence or absence exceeds four (4) consecutive days, or if a pattern of absence is documented, the University may require a faculty member to furnish certification issued by an attending health care provider of the medical reasons necessitating the absence and/or the faculty member's ability to return to work. If the medical certification furnished by the faculty member is not acceptable, the faculty member may be required to submit to a medical examination at University expense by a health care provider who is not a University staff member. If the medical certification indicates that the faculty member is unable to perform assigned duties, the University may place the faculty member on compulsory leave.

(4) Transfer of Credits.

a. The University maintains reciprocal arrangements with certain universities, local governments, and state agencies that permit new faculty members to transfer up to 80 hours of accrued sick leave. Such election shall be made within 100 days of employment.

b. An employee who was not paid for any unused sick leave shall have such forfeited sick leave restored.

(5) Payment for Unused Sick Leave.

a. Upon separation, a faculty member with ten (10) or more years of creditable service who was hired prior to April 1, 2010 shall be paid for one-fourth of unused sick leave up to a total of 480 hours. A faculty member hired on or after April 1, 2010, shall not be paid for any unused sick leave upon separation and such leave shall be forfeited unless the faculty member is recalled by the University within 365 days after a formal University layoff.

b. Upon layoff, a faculty member with ten (10) or more years of State service who was hired prior to April 1, 2010, shall be paid for unused sick leave as described above. For a faculty member who is re-employed by the university within 365 days following layoff, all unused sick leave shall be restored to the faculty member, provided the faculty member requests such action in writing and repays the full amount of any lump sum leave payments received at the time of layoff.

c. All payments for unused sick leave shall be made in lump sum and shall not be used in determining the average final compensation of a faculty member in any State administered retirement system. A faculty member shall not be carried on the payroll beyond the last official day of employment, except that a faculty member who is unable to perform duties because of a disability may be continued on the payroll until all sick leave is exhausted.

d. In the event of the death of a faculty member, payment for unused sick leave at the time of death shall be made to the faculty member's beneficiary, estate, or as provided by law.

(b) Additional Medical Leave. Up to six (6) months of leave may be granted to an eligible faculty member for the faculty member's serious personal health condition or when the

faculty member needs to care for an immediate family member with a serious health condition. The faculty member shall use accrued paid leave during any additional medical leave. Thereafter, the medical leave shall be unpaid leave. This leave may be extended up to one year for extenuating circumstances.

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

(d) Compulsory Medical Leave.

(1) Placing Faculty Member on Compulsory Medical Leave.

a. If a faculty member is unable to perform assigned duties due to illness or injury, after he or she has exhausted sick and other medical leave, the University may require the faculty member to submit to a medical examination, the results of which shall be released to the University. The health care provider may be chosen and paid by the University or chosen and paid by the faculty member as long as such provider is acceptable to the University. If the University agrees to accept the faculty member's choice of a health care provider, it may not then require another University-paid examination.

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

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

(2) Conditions of Compulsory Medical Leave.

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

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

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

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

(4) Failure to Complete Conditions of Compulsory Leave or Inability to Return



to Work. If the faculty member fails to fulfill the terms and conditions of a compulsory leave and/or is unable to return to work and perform appropriate assigned duties at the end of a leave period, the University shall advise the faculty member, as appropriate, of the Florida Retirement System's disability provisions and application process, and may, based upon the University's needs:

- a. offer the faculty member part-time employment or modified duties;
- b. place the faculty member in unpaid leave status in accordance with Section 21.12 or extend such status;
- c. request the faculty member's resignation; or
- d. release the faculty member from employment, notwithstanding any other provisions of this Agreement.

## 21.9 Vacation Leave

### (a) Accrual of Vacation Leave.

(1) An academic year (39 weeks) employee, a P. K. Yonge Developmental Research School faculty member, and a faculty member appointed for less than nine (9) months shall not accrue vacation leave. Vacation leave for ten and twelve month faculty members shall be as follows with proportionate accrual for less than full-time.

(2) A faculty member shall accrue 6.769 hours per biweekly pay period. The hours accumulated shall be credited at the conclusion of each pay period.

(3) year-end maximum is 480 hours and an overall maximum payment of 352 hours.

(4) Faculty members may accrue vacation leave in excess of the year-end maximum during a calendar year. Faculty members with accrued vacation leave in excess of the year-end maximum as of December 31 shall have any excess converted to sick leave on an hour-for-hour basis.

(5) The University is authorized to permit a faculty member to retain vacation leave in excess of the year end maximum in circumstances involving natural disasters and other extraordinary situations lasting for an extended period of time that prevent the faculty member from using vacation leave.

### (b) Use and Transfer of Vacation Leave.

(1) Vacation leave shall be accrued before being taken.

(2) The faculty member shall submit requests for vacation leave to the supervisor as far in advance as practicable and appropriate.

(3) Approval of the dates on which a faculty member wishes to take vacation leave shall be at the discretion of the supervisor and shall be subject to the consideration of departmental/unit and organizational scheduling. However, faculty members must be provided reasonable opportunity to utilize their vacation during the course of the year.

(4) Upon reasonable notice, a faculty member shall be required to use any reasonable part of his or her accrued paid vacation leave at a time approved by the University based on the effective functioning of the unit, the efficient use of available personnel, and budget. The University shall consult the faculty member and make a reasonable effort to

choose a mutually satisfactory time for the faculty member to use the accrued vacation leave.

(c) Payment for Unused Vacation Leave.

(1) Upon termination from a position that accrues vacation leave, the University shall pay the faculty member for up to 352 hours of unused vacation leave at the calendar-year rate the faculty member was accruing as of the faculty member last day of work, provided that a determination has been made by the University that the faculty member was unable to reduce the unused vacation leave balance prior to termination. The faculty member shall forfeit all unused vacation leave in excess of 352 hours.

(2) Upon transfer from position that accrues vacation leave to an academic-year or Developmental-Research-School position within the University, the faculty member may elect to retain all unused vacation leave until such time, not to exceed two (2) years, as the faculty member transfers back to position that accrues vacation leave or terminates employment with the University. Upon such termination or at the end of two (2) years, whichever comes first, the unused leave balance shall be paid in lump sum for up to 352 hours at the vacation rate the faculty member was accruing as of the faculty member last day of work in the position that accrued paid vacation leave.

(3) Upon entering into the Deferred Retirement Optional Program (DROP), a faculty member may elect to be paid up to the maximum payment allowed for the faculty member's unused vacation leave. Such payment, along with any additional payment to be received upon separating from the University (end of DROP), shall not exceed the maximum payment associated with the faculty member's established pay plan upon entering DROP.

(4) Upon layoff, a faculty member shall be paid for up to 352 hours of unused vacation leave. For faculty members who are re-employed by the University within 365 days after a formal layoff, all unused vacation leave shall be restored to the faculty member, provided the faculty member requests such action in writing and repays the full amount of any leave payment received at the time of layoff.

(5) In the event of the death of a faculty member, payment for all unused vacation leave at the time of death, up to 352 hours, shall be made to the faculty member beneficiary, estate, or as provided by law.

21.10 Administrative Leaves. Faculty members provided paid administrative leave shall not exceed forty (40) hours during the workweek. Administrative leave shall not be accrued and shall also not affect accrued leave balances.

(a) Jury Duty and Court Appearances.

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

(2) An appearance as an expert witness for which a faculty member receives professional compensation falls under Article 26, Conflict of Interest and Outside Activity, relative to outside employment and conflict of interest. Such an appearance may necessitate the faculty member requesting vacation leave or, if a non-vacation leave accruing faculty

member, may necessitate the faculty member seeking an adjustment of the work schedule.

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

(4) A faculty member involved in personal litigation during work hours must request vacation leave or, if a non-vacation leave accruing faculty member, must seek an adjustment to the work schedule.

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

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

#### 21.11 Personal Leave.

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

(1) Such leave shall not be used on the day immediately preceding or following a holiday.

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

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

(4) One (1) day shall be administrative leave and four days shall be taken from sick leave.

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

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

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

(3) Essential personnel who are required to work between December 26 and December 31 shall have their schedules adjusted to provide equivalent paid leave time within

December 2 and June 30 of the current fiscal year based on departmental need.

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

#### 21.12 Unpaid Leave.

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

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

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

(d) Benefit Premiums. Faculty members on unpaid leave will be responsible for the entire cost of benefit premiums unless they use accrued paid leave as provided in subsection (e) below.

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

(1) Notwithstanding the provisions of Section 21.8(a)(2) regarding the use of sick leave, a faculty member may use any type of accrued paid leave in an amount necessary to cover the faculty member's contribution to the State insurance program, other UF-sponsored insurance programs, and for other expenses.

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

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

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

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

programs.

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

## **ARTICLE 22 INTELLECTUAL PROPERTY**

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.

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

## 22.2 Policy.

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

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

(c) Faculty Authority and Responsibilities. Intellectual property created, made, or originated by a faculty member shall be governed by the terms of this Agreement, including but not limited to this Article and Article 26, Outside Activity and Conflict of Interest. The faculty member shall also be governed by the University implementing procedures concerning works and inventions of University personnel unless the procedure is inconsistent with the terms of this Agreement.

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

## 22.3 Rights to Working Papers. Except as otherwise required by the Florida Sunshine Law

and other applicable federal and state laws, federal and state regulations, or the terms of any applicable sponsored agreements, faculty members shall have the right to control of their personal correspondence, notes, unpublished drafts, and other working papers.

#### 22.4 Works.

##### (a) Faculty Exclusive Ownership Rights.

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

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

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

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

c. Works made without University support, as defined in Section 22.1(h), above.

If the terms of a sponsored agreement or applicable federal and state laws and federal and state regulations require publication of articles in specified ways or in specified places, the terms of this subsection 22.4(2) shall not be construed to relieve the faculty member of these publication obligations.

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

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

(2) Works whose authorship cannot be attributed to one or a discrete number of authors but rather result from simultaneous or sequential contributions over time by multiple faculty, staff, and/or students, such as software tools developed and improved over



time by multiple faculty, staff, and/or students. However, the mere fact that multiple individuals have contributed to the creation of a work shall not cause the work to become a work owned by the University.

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

(c) Disclosure. Upon the creation of a work and prior to any publication, the faculty member shall disclose to the Office of Technology Licensing any work that was made in the course of University-supported efforts, together with an outline of the project and the conditions under which it was done. However, consistent with the provisions of Section 22.4(a)(2), faculty members need not disclose works referenced in subsections (1)–(3), immediately below, unless the work raises a possible conflict of interest pursuant to Article 26:

(1) Books, monographs, articles, bibliographies, poems, novels, dramatic works, pictorial or sculptural works, films, videotapes, musical compositions, or other scholarly or artistic expressions in any medium; and similar works, the intended purpose of which is to disseminate the results of academic research or scholarly work;

(2) Instructional material except for works described in Section 22.4(b)(1); or

(3) Works made without University support, as defined in Section 22.1(h), above.

(4) Exception: Even if a work is not required to be disclosed under this Article, the work must still be disclosed pursuant to Article 26 if its production, dissemination, or use raises a possible conflict of interest.

(d) Review. The Office of Technology Licensing shall assess the relative equities of the faculty member and the University in the work. If the University wishes to assert its interest in the work, the Office of Technology Licensing shall inform the faculty member as soon as practicable but in no case later than sixty (60) days after disclosure to the OTL.

(e) The allocation of proceeds resulting from works owned by the University shall be as set forth in Section 22.7(a) below.

(f) Creation, Use, and Revision of Certain Works Owned by the University. With respect to any work that represents instructional materials owned by the University pursuant to Section 22.4(b)(1), the terms of any agreement entered into by the University concerning the work must be consistent with the terms of any sponsored agreement supporting the creation of the work and applicable laws.

(1) The University shall make reasonable efforts to negotiate the terms listed as a, b, and c below in any agreement concerning the work with any third party, including but not limited to any licensee, assignee, or publisher of the work, insofar as such terms are consonant with the terms of any sponsored agreement supporting the creation of the work and applicable laws. That any or all of these terms are not included in the agreement with the third party shall not be deemed a violation of this Collective Bargaining Agreement.

a. That the faculty member be identified as an author of the work, including, if the work is materially altered at the time of its assignment, initial licensing, or initial

publication, the right to decide whether to allow the author's name to be displayed in association with the work;

b. That the faculty member may freely reproduce the work without paying any licensing fees to use in academic teaching, research, or university service whether at the University of Florida or another tax-exempt academic or research institution; and

c. That the faculty member may freely use the work in pursuit of one's profession, such as during expert witness testimony or in consulting.

(2) Other rights and protections for the faculty member may be agreed to by mutual consent of the faculty member and the University, provided that they are consonant with the terms of the UFBOT-UFF Collective Bargaining Agreement, any sponsored agreement supporting the creation of the work, any agreement, license, assignment, publishing or other agreement entered into by the University concerning the work, and applicable laws. Such rights granted to the faculty member may include:

a. borrowing portions of the work for use in compilations, other composite works, or new projects;

b. making derivative works, such as translations, videotaped versions, and film scripts;

c. adding to the work or updating the content of the work; and

d. approving decisions related to the publishing or display of new versions of the creator's work or new works based on the creator's work.

(g) Release of Rights. The faculty member shall assist the University in obtaining releases from persons appearing in, or giving financial or creative support to, the development or use of works in which the University has asserted an interest.

(h) Reconveyance of Copyright to the Faculty Member.

(1) When copyright is assigned to the University in full or in part because of the provisions of this Article, the creator of the copyrighted material may request of the Director of the Office of Technology Licensing that ownership be returned to the faculty member.

(2) Such request may be granted if it does not

a. violate any legal obligations of or to the University;

b. limit appropriate uses of the materials by the University;

c. create a conflict of interest for the faculty member; or

d. otherwise conflict with specific goals of the University.

(3) Such request shall also be granted if the faculty member establishes that the University has willfully misrepresented to the faculty member's substantial detriment the necessity or cost of development expenses.

## 22.5 Instructional Technology and Related Instructional Materials.

(a) The University and the UFF recognize the increasing development and use of technology, and related instructional materials, such as videotapes, interactive television, and computer software, to support teaching and learning and to enhance the fundamental relationship between the faculty member and the student.

- (1) Instructional technology may be used to deliver distance learning.
- (2) The University and the UFF affirm that instructional technology and related instructional materials should be used to the mutual benefit of the University and the faculty member.
- (3) Development of new technology for use in delivering instructional material is an invention covered by Section 22.6, and is distinguished from the use of existing or new technology to deliver instructional material, which are works covered by Section 22.4.

(b) When the University assigns a faculty member to develop or provide instruction through the use of instructional technology or instructional material specifically designed to be used with such instructional technology, including but not limited to distance learning, the University shall provide to such faculty member:

- (1) Training and resources to support the assignment for adaptation of instructional material to instructional technology; and
- (2) Additional compensation if the assignment is an overload assignment and/or adjustment in a faculty member's assignment.

(c) Property Rights and Releases. Provisions governing the intellectual property rights of faculty and releases to be obtained when the University has asserted an interest in instructional materials constituting a work are contained in Sections 22.4, above.

## 22.6 Inventions.

(a) Faculty Exclusive Ownership Rights.

(1) An invention made outside the field or discipline in which the faculty member conducts research, teaching, and/or service activities for the University (which shall include any enhancements, adaptations, or improvements of inventions previously disclosed, or that were required to be disclosed, hereunder) and for which no University support has been used is the property of the faculty member, who has the right to determine the disposition of such invention and revenue derived from it.

(2) However, the faculty member and the University may agree that the patent for such invention be pursued by the University and the proceeds shared.

(b) University-Supported Efforts. An invention that is made by using University support, as defined in Section 22.1(h), is the property of the University. In addition, an invention made within the field or discipline in which the faculty member conducts research, teaching, and/or service activities for the University (which shall include any enhancements, adaptations, and improvements of inventions previously disclosed or that were required to be disclosed hereunder) is the property of the University. The faculty member shall share in the proceeds from any invention that is the property of the University pursuant to this Article.

(c) Disclosure.

(1) A faculty member shall fully disclose to the Office of Technology Licensing any invention that the faculty member develops, makes or reduces to practice while a faculty member of the University of Florida.

a. The disclosure shall include an outline of the project and the conditions under which it was conducted.

b. If the faculty member wants the University to attempt to patent the invention, the faculty member shall explain why it has sufficient commercial potential to warrant the University investment in the patent process.

(2) With respect to inventions made during the course of an approved outside activity when the University has specifically waived its rights to any inventions as part of their approval of the outside activity under Article 26.4, the faculty member may delay such disclosure, when necessary to protect the outside employer's interests, until the outside employer has made the decision whether to seek a patent.

(d) Review.

(1) If the University wishes to assert its interest in the invention, the Office of Technology Licensing shall inform the faculty member in writing as soon as practicable but in no case later than one hundred twenty (120) days after the faculty member's disclosure to the OTL.

a. If the faculty member desires a preliminary, non-binding assessment of the University interest, the faculty member shall make a written request for such assessment at the time of filing the disclosure.

b. Such preliminary assessment shall be provided within sixty (60) days, and such assessment shall not be binding upon OTL or the University.

(2) The OTL shall conduct an investigation that shall assess the respective equities of the faculty member and the University in the invention, and determine its importance and the extent to which the University should be involved in its protection, development, and promotion.

(3) The OTL shall determine whether sponsored agreements require the University to take ownership of the invention.

(e) If the University asserts an interest in an invention and the faculty member disputes the University interest, the faculty member may seek to resolve the matter pursuant to Article 28, Grievance Procedure and Arbitration. During the pendency of the grievance, the invention will be assigned to the University which will take appropriate steps to protect it. If the grievance and any appeal or other legal proceedings end with a determination that the faculty member is the owner of the invention, the University shall transfer ownership of the invention to the faculty member and none of the costs incurred by the University in the dispute or for the protection of the invention prior to the transfer shall be assessed against the faculty member.

(f) Release of Rights.

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

(2) At any stage of making the patent applications, or in the commercial

application of an invention, if the University has not otherwise assigned to a third party the right to pursue its interests, the University may elect to withdraw from further involvement in the protection or commercial application of the invention. At the request of the faculty member in such case, and subject to any applicable sponsored agreement or law, the University shall transfer the invention rights to the faculty member, in which case the invention shall be the faculty member's property and none of the costs incurred by the University shall be assessed against the faculty member unless they are development expenses deducted from gross revenues received by the University prior to the transfer.

(3) All assignments or releases of inventions, including patent rights, by the University to the faculty member shall contain the provision that such invention, if patented by the faculty member, shall be available royalty-free for governmental purposes of the State of Florida and in connection with federally-sponsored research, the United States, and for teaching and research purposes for all tax-exempt educational and research institutions, unless otherwise agreed in writing by the University.

(4) If the University ownership interest in an invention is waived, the creator must disclose the potential conflict of interest created by the creator's ownership of the invention when proposing research to be conducted using University resources that could reasonably appear to influence the financial value of the invention. In such case the University through the creator and appropriate administrators, may establish the means to manage any conflict of interest that exists in conducting the research.

(g) It is the policy of the University that in general research results should be publishable, and publication of such results in appropriate venues is encouraged. However, if the publication of research results may reveal an invention in which the University has an interest, faculty members must ask OTL for advice on how and when to publish the results in order that patent protection for the invention is not compromised.

(h) Voluntary Surrender of Patent Interests. A faculty member and the University may agree to surrender any interests that the faculty member and the University might have to any part of any prospective invention to any outside organization, if the faculty member and the University deem such surrender to be in the best interests of the University and if such surrender is allowable under applicable law and sponsored agreements and such surrender does not impair the intellectual property rights of other employees, students, and other third parties. All faculty members and other University employees involved must agree to the surrender of the patent rights subject to the concurrence of the University in each case.

## 22.7 Division of Proceeds.

(a) With regard to any work or invention owned by the University and subject to the requirements of any applicable sponsored agreements, the net adjusted income shall be distributed as follows:

- (1) Schedule A: Up to \$500,000:
  - 40% to the individual creator(s)
  - 10% to the University program(s)
  - 7.5% to the creator(s)'s department

- 7.5% to the creator(s)'s college
- 35% to the University
- (2) Schedule B: \$500,000 or over:
  - 25% to the individual creator(s)
  - 10% to the University program(s)
  - 10% to the creator(s)'s department
  - 10% to the creator(s)'s college
  - 45% to the University

(3) Notwithstanding the above, all net adjusted income from the University sale or liquidation of equity or other ownership interests originally paid to the University by a licensee in lieu of cash royalties or license fees shall be distributed according to Schedule B. The decision as to when to sell, exchange or convert equity interests resides with the University in its sole discretion.

(4) The division of proceeds set forth in this Section 22.7(a) does not apply to any works or inventions that are the subject matter of any license agreement or other transaction entered into by the University or UFRF before July 15, 1997, and the proceeds in such cases shall continue to be distributed pursuant to the University of Florida Patent Policy dated February 1993 or any previous agreement entered into by the creator and the University.

(b) Distributions of income shall be made semiannually on or before June 1 and December 1 of each year.

(1) The University may, at its sole judgment, withhold or delay distribution of any income if there is a foreseeable development expense yet to be incurred.

(2) In instances where funds are held because of foreseeable development expenses or where expenses exceed revenue, an accounting of such shall be sent to the creator's department and college indicating the amounts received for the current six-month period and the amount of the anticipated expense or deficit.

(3) Once expenses are known with certainty, any excess withholding shall be distributed.

(c) Payments of the portion allocated to the creator(s) must be made to creator(s) individually and cannot be assigned by the creator(s) to other parties or entities. The only exception shall be that after a creator's death, appropriate notification by the personal representative of the creator's estate, and court approval, if necessary, payment shall be made to the creator's heirs or devisees.

(d) In the event there are multiple creators for an invention or work, the creators' share shall be divided equally among all creators unless the creators agree among themselves to a different division.

(1) If the creators agree among themselves to a different split, OTL must be notified in writing at least one month prior to the date of the first income distribution as to the agreed upon division of income.

(2) The portions distributed to the academic units, which are the academic units of the creator(s) at the time of the creation of the invention or work, shall be pro-rated

when more than one unit is involved.

(3) The University shall make the final decisions on the pro-ration of such portions to academic units.

(e) In the case of licenses or other transactions involving multiple inventions or works, the University shall resolve any potential conflicts concerning the applicable distribution schedules after reviewing the technologies involved.

(f) That portion allocated to the program (or programs) remains under the control of the University. If there is more than one program in which the invention or work was developed, the program portion will be pro-rated as determined by the University. If a creator should leave the University, the portion allocated to the creator's program shall be allocated to that program as long as the program exists and consists of research in the same area as that conducted by the creator prior to leaving the University. If the program ends, the portion allocated to the program shall be allocated to the University. Any determinations regarding the distribution of the program portion of net income shall be at the sole discretion of the University.

#### 22.8 Other Requirements.

(a) A faculty member and the University shall not commit any act that would tend to defeat the University's or the faculty member's interest in a work or invention. The University shall neither require nor pressure a faculty member to waive the faculty member's intellectual property rights, nor shall the University retaliate against a faculty member who declines to waive or otherwise exercises intellectual property rights in accordance with this Agreement as long as the intellectual property rights of the University, other employees of the University, students, and other third parties are unimpaired or not at risk of impairment. Any such waiver shall be in writing and signed by the faculty member.

(b) In accordance with recognized scientific research procedures and sponsored agreement requirements, faculty members are required to record all research data and information accurately and clearly and to keep all such data in a permanent and retrievable form. In addition, with regard to a patentable invention, original laboratory data must be kept for the life of the patent.

(c) Faculty members must securely store tangible property (such as biological materials, chemical compounds, and computer discs) related to an invention or work to which the University has asserted or may assert ownership rights.

(d) Faculty members who leave the University shall be permitted to copy their laboratory notebooks and take the copies with them, or take samples of tangible property with them, although they are required to maintain the confidentiality of the data contained within the notebooks or the tangible property. The original notebooks and other research data will remain at the University.

(e) The University and the faculty member shall document the terms of any such transfer of tangible property.

22.9 Execution of Documents. Upon employment the faculty member shall be provided with a copy of this Article and shall sign an agreement recognizing the terms of this Article.

## **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 President'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 (1) through (5), 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 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. Faculty members must have permission of the supervisor to enroll for a course that meets during hours the faculty member is scheduled to teach. Supervisors shall endeavor to rearrange the teaching schedules of faculty members who wish to take a class.

(4) In order for a course to qualify under this provision, the faculty member must complete all required forms.

(b) A faculty member may attend any University course on a non-credit and space available basis, subject to the instructor's permission.

(c) The benefits under this section shall not be treated in accordance with the University's section 127 Plan.

23.4 The University shall provide faculty the same benefits it provides to all employees for: tuition exchange benefits, parking, and bus service. The University shall consult with UFF prior to making changes in these benefits.

## **ARTICLE 24 SALARIES**

24.1 Policy. The University and the 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) The general salary increases for 2013-2014 are effective October 1, 2013.

(b) For 2013-2014 only, faculty members whose regular salary is \$40,000 or less shall receive a \$1400 base salary increase. Remaining eligible faculty members shall receive a \$1000 base salary increase. Such increases are limited to those who have a satisfactory annual evaluation for 2012-13.

(c) 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
2013-2014	3.85%	0%
2014-2015:	TBD	TBD
2015-2016:	TBD	TBD

(d) Such increases, if any, are applied after a promotion increase.

(e) The parties agree to wage re-openers for 2014-2015 and 2015-2016 in accordance with the provisions of Article 33, at a time mutually agreeable to the parties.

(f) These increases are not applicable for P.K. Yonge; 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 equivalent unit shall be allocated a merit pool using the base salaries of all bargaining unit faculty members in the unit as of May 15. Chairs or equivalent supervisors who are in the bargaining unit are excluded from those eligible. The chairs (by college) shall form a separate merit pool, and the dean shall make merit raise decisions for the chairs.

(2) Eligibility. To be eligible, the employee must have, at a minimum, a satisfactory evaluation and been employed by the University for at least one semester. Visiting faculty members or faculty members who have been issued a notice of non-renewal or layoff in accordance with this Agreement or who have resigned for any reason are not eligible.

(3) Qualifying Criteria for Merit Increases. Merit increases must be determined using existing criteria which have been established by the faculty, chair, and dean of each unit, consistent with the terms and provisions of this Agreement.

a. Merit salary increases shall be distributed to faculty members who qualify under the unit's criteria. In determining who receives a merit increase, the chair or equivalent supervisor shall consult with the unit's committee responsible for merit pay considerations.

b. The number of merit increases shall not be limited by any quota.

c. The chair and the merit pay committee shall attach the unit's merit criteria and distribution system to the determined list of merit increases that are forwarded to the dean.

d. The dean shall review the unit's merit increase decisions to ensure

that they are consistent with the unit's criteria for merit salary increases. The dean may send the proposal back to the department for reconsideration, along with the noted concerns where there appears to be an inconsistency between the criteria and the recommendations.

e. Notwithstanding other provisions of this agreement, department merit procedures and tenure and promotion criteria shall be used for 2013-14 merit raises. In addition, notwithstanding other provisions of this agreement, all activities in research, teaching, and service since the 2010 merit increases shall be considered for the 2013-2014 merit pay raises.

24.5 Administrative Discretionary Salary Adjustments. Subject to any qualifying provisions specified below, the University may in appropriate circumstances adjust the salary of a bargaining unit member for merit, market equity adjustments, verified counteroffers, salary compression/inversion, increased duties and responsibilities, special achievements, and similar special circumstances. These increases may occur at any time.

(a) The parties agree that the total funds for such salary adjustments shall be not more than one percent (1.0%) annually, based on the total base salary rate of members of the bargaining unit as of August 30.

(b) Salary Increases for Increased Duties and Responsibilities. Faculty members in the bargaining unit who are assigned administrative duties and responsibilities, such as department chairs, center directors, program directors, heads of equivalent administrative units, or department graduate or undergraduate coordinators, may receive a discretionary salary increase or supplement for the length of their administrative appointment.

(c) Report of Discretionary Salary Adjustments. On July 30 of each year the University shall provide the UFF with an electronic copy of the total list of salary increases under Section 24.5 that the University has implemented during the previous fiscal year ending June 30. These lists shall provide the name, rank, and department of the faculty member, the amount of the increase, and the reason for the increase.

24.6 Salary Increases Funded Through Contracts, Grants, or Auxiliary Budgets. The funds available for salary increases to faculty members on contracts, grants, or auxiliary budgets, as a percentage of their collective base salary rate, shall be equivalent to the funds available for salary increases to faculty on Educational and General (E&G) funding, as a percentage of their collective base salary rate, provided that such salary increases are permitted by the terms of the contract or grant.

24.7 Salary Increases for P. K. Yonge faculty members.

(a) Promotions made to the rank of University School Assistant Professor, University School Associate Professor, or University School Professor, shall be in accordance with the provisions of Article 19. Promoted faculty shall receive a promotion salary increase of nine percent (9.0%) of the faculty member's previous year's base salary plus degree supplement.

(b) Full-time faculty members who have received a satisfactory annual evaluation

and are not in layoff or non-renewal status shall be eligible for salary increases consistent with state policies. In accordance with the provisions of Article 33, the University and UFF agree to re-open negotiations each year of the contract for the purpose of determining appropriate raises consistent with state regulations and policies. The current framework for a salary schedule is found in Appendix E.

(c) Salary Supplements. Faculty members shall receive salary supplements for additional duties assigned by the director and as specified in Appendix "F", under the following conditions:

(1) Salary supplements may be included for the purposes of calculating retirement benefits but shall not to be included in the base salary rate upon which future salary increases are calculated.

(2) If the faculty member resigns or is otherwise unable to complete additional duties, the salary supplement will be prorated for the portion of additional duties actually performed.

#### 24.8 Salary Increase Notification.

(a) Faculty members shall be notified prior to the submission to the payroll department of any merit or market equity salary increases that will be implemented under this Article. Upon request, a faculty member shall have the opportunity to consult with the person or committee that makes the initial recommendation.

(b) Faculty members shall receive written notice of any salary increase within four (4) weeks of implementation, including a description of the reason for the raise.

#### 24.9 Notice to UFF.

(a) Not later than thirty (30) days after the first pay period in which the general merit or across the board salary increases provided in this Article are reflected, the Office of Human Resource Services shall provide the UFF with a salary report in Excel spreadsheet format, listing all in-unit faculty members.

(b) This report shall include the following information for each faculty member:

- (1) name;
- (2) department and college;
- (3) rank or position including the titles such as "visitor";
- (4) position code;
- (5) percentage FTE appointment;
- (6) date of hiring;
- (7) date of most recent promotion;
- (8) years in current rank;
- (9) the faculty member's base salary before this year's salary increases;
- (10) the amount the faculty member received from each salary increase category, including any promotion increase or any other adjustments; and
- (11) the new base salary rate after the salary increases described above.

(c) A copy of the annual salary increases referenced in this Article shall simultaneously be sent to the Smathers West library and be available to all faculty.

#### 24.10 Type of Payment for Assigned Duties.

(a) Duties and responsibilities assigned by the University to a faculty member that do not exceed the available established FTE for the position shall be compensated through the payment of Salary, not OPS.

(b) Duties and responsibilities assigned by the University to a faculty member that are in addition to the available established FTE for the position shall be compensated through OPS, not Salary.

#### 24.11 Grievability.

(a) Except for grievances alleging discrimination under the Nondiscrimination article, the only issue to be addressed in a grievance alleging violations of this Article is whether the University properly applied the procedures set forth in this Article. If an arbitrator finds that the procedures have not been properly applied, the arbitrator shall identify the failure and remand the matter to the University for proper application of the procedures and recalculation of the salary increase or salary level.

(b) If a faculty member seeks redress of an alleged violation of this Article by filing a grievance under the provisions of Article 28, Grievance Procedure and Arbitration. The faculty member must file a grievance within 60 days after the first paycheck that is allegedly discriminatory.

24.12 Other Faculty Award Programs. The University shall continue to provide one-time awards, which do not increase the faculty member's base salary, under the same programs and on the same basis as in the past.

## **ARTICLE 25 BENEFITS**

25.1 The State of Florida administers both retirement and health insurance programs for state employees, including University of Florida faculty. The University shall provide to faculty members both retirement and insurance programs under the provisions of State law.

25.2 With respect to retirement programs, both the Optional Retirement Program and the Florida Retirement System shall be available in accordance with state law.

25.3 In addition to the State insurance programs, the University offers domestic partners health coverage. Bargaining unit faculty members are eligible to elect this option on the same terms and conditions available to other University employees.

25.4 Neither the University nor the UFF shall interpret the provisions in Section 25.1 as waiving, nor shall they in any way be deemed to waive, any rights either party may have to bargain with respect to the impact of any change in state program offerings.

25.5 New program offerings or the reduction or elimination of existing programs by the University that affect members of the bargaining unit shall be the subject of collective bargaining with the UFF.

25.6 The University recognizes that faculty members may wish to adjust their workload as they near retirement, and that individual faculty member needs may vary. Any phased retirement proposal requested by a faculty member may not contravene other provisions of the collective bargaining agreement and must be approved in writing by the respective dean.

25.7 Retirement Credit. Retirement credit for faculty members who are authorized by the University to take uncompensated or partially compensated leaves of absence shall be granted in accordance with State law that exists at the time leave is granted.

25.8 Benefits for Retired Faculty members.

(a) Subject to University policies under this Agreement, faculty members retired from the University shall be eligible on the same basis as other faculty members to receive the following benefits:

- (1) Retired employee identification card;
- (2) Use of the University library (i.e., public rooms, lending and research service);
- (3) Listing in the University directory;
- (4) Placement on designated University mailing lists;
- (5) A University parking decal;
- (6) Use of University recreational facilities (retired faculty members may be charged fees different from those charged to other faculty members for the use of such facilities);
- (7) The right to enroll in courses without payment of fees, on a space available basis;
- (8) A mailbox in the department/unit from which the faculty member retired, subject to space availability;
- (9) University e-mail address;
- (10) A Gatorlink account; and
- (11) All eligible retirees may elect to continue to participate in the State administered insurance plans. Retired faculty members of any State-administered retirement system are entitled to health insurance subsidy payments in accordance applicable state laws with the exception of retirees who participated in the Optional Retirement Program.

(b) Health Insurance Premiums. Retired faculty members have the option of remaining in the health insurance plans offered by the University after retirement governed by eligibility criteria from the State of Florida.

25.9 Pre-tax Programs. To the extent permissible by federal or state law the University shall continue to provide pre-tax programs for faculty members.

25.10 Employee Assistance Program. If the University considers revisions to the EAP program, it shall consult with UFF/UF.

## **ARTICLE 26 OUTSIDE ACTIVITY AND CONFLICT OF INTEREST**

### 26.1 Policy.

(a) The University and the UFF recognize that outside employment, consulting, and other similar activities may further the dissemination and use of the faculty member's knowledge and expertise and may also advance the professional competence and reputation of the faculty member. Thus, participation in outside activities often serves the mission of the University in addition to benefiting individual faculty members, and faculty members may participate in outside activities and hold financial interests as long as the activities and interests do not conflict with their duties and responsibilities.

(b) All employees of the University are bound to observe, in all official acts, the standards of ethics set out in the Code of Ethics for Public Officers and Employees of the State of Florida (Chapter 112, Part III, Florida Statutes) and the advisory opinions rendered with respect thereto. Other provisions of laws and regulations of the State of Florida govern obligations and responsibilities of faculty members who receive State compensation in addition to their annual salary.

(c) A faculty member may engage in outside activity, including employment, provided that the activity is in accordance with law and this Article.

(d) This Article shall not be used to deny or retaliate for the legitimate exercise of rights protected by this Agreement, including but not limited to the rights protected by Article 10, Academic Freedom and Responsibility, and Article 22, Intellectual Property.

### 26.2 Definitions.

(a) "Outside Activity" shall mean any private practice, private consulting, additional teaching or research, financial interest, or other activity, compensated or uncompensated, that is not part of the faculty member's assigned duties and for which the University has provided no compensation where the activity:

(1) involves more than incidental use of University facilities, equipment, or services;

(2) involves a student or University employee who is directly or indirectly supervised by a faculty member if the faculty member supervises or evaluates the student or employee;

(3) involves management, employment, consulting, or other contractual activities with, or ownership or other financial interests in, an entity that does business with the University, by the faculty member, spouse, or child of the faculty member;

(4) involves management, employment, consulting, and other contractual activities with, or an ownership or other financial interest in, a business that competes with the University;

(5) involves candidacy for or holding a public office;

(6) requires the use of books, supplies or other instructional resources at the University where they are authored or published by the faculty member or an entity in which the faculty member has an ownership or other financial interest;

(7) is a professional, compensated activity, including but not limited to acceptance of honoraria in excess of travel expenses, teaching at another institution, or service as an expert witness;

(8) is a business activity, including but not limited to service on the board of directors or other management, ownership or other financial interest or position, with regard to a business in the same discipline, or field in which the faculty member is employed; or

(9) is any other employment, contractual relationship, or financial interest, including intellectual property rights, of the faculty member which may create a continuing or recurring conflict between the faculty member's interests and the faculty member's public responsibilities and obligations, including time commitments.

(b) "Conflicts of Interest," which can be either permissible or impermissible, shall mean (1) any "outside activity," as defined in Section 26.2(a) above, that interferes with the full performance of the faculty member's professional or institutional responsibilities or obligations; or (2) any employment, contractual relationship, other activity, or financial interest that creates an unlawful conflict between the faculty member's private interests and the faculty member's duties and responsibilities. Certain financial interests and outside activities of a spouse, domestic partner, child, or other relative may be prohibited under Florida or Federal law or this Article.

(c) An "investigator" shall mean the principal investigator, co-principal investigator, or any other employee responsible for the design, conduct, or reporting of the proposed or funded research or educational activities.

26.3 Outside Activity and Conflicts of Interest. Conflicts of Interest as defined in Section 26.2(b), above, are prohibited unless allowed by law and this Article, or permitted by the University and properly monitored.

(a) Faculty members are responsible for resolving such conflicts of interest, working in conjunction with their supervisors and other University officials.

(b) In cases where a conflict is otherwise permitted by the University, the faculty member may be required to enter into a reasonable and appropriate monitoring plan to manage the conflict.



(c) Requirements that a faculty member waive the faculty member's or University's rights to any work or inventions that arise during the course of any outside activity must be specifically approved by the University in conjunction with the approval of the outside activity.

(d) A faculty member who proposes to engage in outside employment shall furnish a copy of Article 22, Intellectual Property, and the University's Intellectual Property Policy to the outside employer prior to or at the time a consulting or other agreement is signed, or if there is no written agreement, before the employment begins.

26.4 Report of Outside Activities that are Potential Conflicts of Interest. If a faculty member proposes to engage in any outside activity as defined in Section 26.2(a) above or receives any financial interest from engaging in any compensated professional activity described in subsection (a)(1), below, the faculty member shall make a written report to the faculty member's chair or equivalent supervisor of the details of such proposed activity prior to engaging therein. Such reports must be submitted prior to engaging in the activity and must be reviewed and approved by the University's designee or designees.

(a) The report shall be made on the Disclosure of Outside Activities and Financial Interests Form shown in Appendix "G" or prior to engaging in the activity, which includes but is not limited to receiving a financial interest. The disclosure shall include the name of the employer or other recipient of services; the funding source; the location where such activity shall be performed; the nature and extent of the activity, which shall include the nature and extent of any financial interest; any intended use of University personnel, facilities, equipment, or services; any conditions of the activity that involve waiving or impairing the faculty member's or University's right to intellectual property; and whether there has been approval of the activity or financial interests in a previous year. For each activity disclosed, other information may be required in order to completely review the activity if there are potential conflicts involved.

(1) The following activities among others could, in some cases, represent a conflict of interest and must be reported prior to engaging in the activity:

- a. Assuming an executive or managerial position or ownership in a for-profit business that may be in a business relationship with the University.
- b. Administering a grant outside the University that the faculty member would ordinarily conduct under the auspices of the University.
- c. Establishing a relationship as a salaried employee or independent contractor outside the University with an entity that is in a business relationship with the University.
- d. Requiring students in a University of Florida course to purchase a product from which the faculty member, the faculty member's spouse or domestic partner or minor child receives a financial interest.
- e. Performing compensated teaching or research at another university while employed as a full-time faculty member at the University of Florida.

(2) The following professional activities, if not prohibited by law, do not need to be reported as an outside activity:

- a. Developing scholarly communications in the form of books or

journal articles, movies, television productions, and similar works, even when such activities result in financial gain.

b. Accepting scholarly or artistic prizes.

c. Providing expert testimony in administrative, legislative, or judicial proceedings without compensation and as an individual and when the faculty member's duties to the University, including students, will not be compromised.

(3) The following professional activities, if not prohibited by law, also do not need to be reported as an outside activity so long as no compensation is received.

a. Acting in an editorial capacity for a professional journal; reviewing journal manuscripts, book manuscripts, grant or contract proposals, providing academic peer review of course materials, program/curriculum reviews, or tenure or promotion cases, or serving as a committee member or as an officer of a professional or scholarly society.

b. Attending and presenting talks at scholarly colloquia, workshops, and conferences.

(b) A faculty member submitting a federal grant or contract proposal or conducting research or educational activities as an investigator pursuant to such a grant or contract must, at the time the proposal is submitted, report outside activities and financial interests (including activities and interests of the investigator's spouse/domestic partner or dependent children) that would reasonably appear to be affected by the proposed or funded research or educational activities, including interests in entities that would be so affected.

(c) A faculty member may assume tacit approval unless written disapproval is issued within thirty (30) days of filing the written disclosure with the faculty member's chair or equivalent supervisor unless other information has been required of the faculty member under Section 26.4(a), the faculty member is working in conjunction with supervisors and other University officials in determining whether a conflict exists under Section 26.3(a), and/or the faculty member and supervisor and other University officials are formulating a monitoring plan under Section 26.3(b). If it is later determined that the activity represents an impermissible conflict of interest, the faculty member must cease the activity, except as provided in Section 26.8(b).

(d) For outside activity previously reported, a new report shall be submitted at such time as there is a significant change in an activity or financial interest (nature, extent, funding, etc.).

(e) The reporting provisions of this section shall not apply to activities performed wholly during a period in which the faculty member has no appointment with the University of Florida.

(f) Any outside activity that falls under the reporting provisions of this Article and in which the faculty member is currently engaged but has not previously reported, shall be reported and shall conform to the provisions of this Article.

26.5 Faculty-Created Course Materials. The University and the UFF acknowledge that under law faculty members may benefit financially from their intellectual property, including but not limited to instructional materials assigned for use by their students. If, in a University of Florida course or program, a faculty member requires use of instructional materials or other resources in which that faculty member or the faculty member's spouse/domestic partner or dependent child has a financial interest, the following conditions shall apply:

(a) The faculty member shall report on the Disclosure of Outside Activities and Financial Interests Form shown in Appendix "G" the required use of books, supplies, or other instructional resources at the University when there is a financial benefit to the faculty member or the faculty member's spouse or domestic partner or minor child. Such required materials or resources must

(1) be selected for academic reasons independent of any financial gains for the individual faculty member;

(2) be the original work of the faculty member and not solely a collection of the works of others;

(3) be offered at the fair market price; and

(4) be under copyright, patent, or trademark, and published or produced by an incorporated or registered publisher, company, or entity and their use does not require the user to waive any intellectual property rights.

(5) be adopted consistent with the Florida Code of Ethics for Public Officers and Employees and the 2009 Board of Governors Regulation 8.003.

(b) Such required materials or resources also must not include sale, separate from the textbook or workbook, of exams, quizzes, required assignments, extra-credit assignments, and other general course information and evaluative materials that are customarily available in the textbook or workbook or are customarily made available to students free of charge.

(c) The faculty member, the faculty member's spouse or domestic partner or dependent child may receive no financial benefit from instructional materials and other resources the faculty member assigns that have not been adopted for use in the national higher education market unless the use of the materials best serves the academic interests of the class under the circumstances.

(d) All students must be provided with a free copy of the course syllabus that includes an accurate description of the course materials and clearly indicates which materials are required and which are recommended for the course as well as details about exams and other assignments, how grades will be assigned, and any attendance policy.

(e) If, upon the disclosure by the faculty member, the conditions in Sections 26.5(a)–(c), above, are satisfied, then the required use of instructional materials in which the faculty member has a financial interest shall not be interpreted to be an impermissible conflict of interest.

26.6 Determining Whether a Conflict of Interest Exists.

(a) If any questions regarding a potential conflict of interest arise, the immediate supervisor should bring the matter to the attention of the faculty member involved as soon as possible so that it can be determined whether an impermissible conflict of interest exists.

(b) In the course of determining whether a conflict of interest exists, the faculty member should consult this Agreement and work in conjunction with supervisors and other University officials.

(c) If the University or designee finds, following such discussion, that the outside activity represents an impermissible conflict of interest, the University or designee shall promptly notify the faculty member in writing of the decision that the faculty member is violating this Agreement and therefore may not engage in the activity while employed at the University or of the conditions under which the outside activity or financial interest may be permitted under this Agreement, if any.

26.7 A faculty member may request an advisory opinion from the Florida Commission on Ethics (<http://www.ethics.state.fl.us/>) about how Art. II, Sec. 8, Fla. Constitution, or the Florida Code of Ethics applies to the faculty member's situation.

26.8 Grievance Procedure.

(a) In the event the proposed outside activity is determined to constitute an impermissible conflict of interest, and the faculty member disagrees with that determination, the faculty member may file a grievance under the grievance procedure contained in Article 28, Grievance Procedure and Arbitration.

(b) The faculty member may engage in such outside activity pending a resolution of the matter under Article 28, Grievance Procedure and Arbitration. Engaging in such outside activity in such circumstances does not insulate the faculty member from any penalties imposed under Florida or federal law if such activity is prohibited under applicable law.

(c) If the resolution of the matter is that there is an impermissible conflict of interest, the faculty member shall cease such activity immediately and, if allowed by law, the University may require the faculty member to turn over all or part of compensation earned there from.

26.9 Use of University Resources. A faculty member engaging in any outside activity shall not use the facilities, equipment, or services of the University in connection with such outside activity without prior approval of the University or designee. Approval for the use of University facilities, equipment, or services may be conditioned upon reimbursement for such use.

26.10 No University Affiliation. A faculty member engaging in outside activity does so as a private citizen and shall not represent himself or herself to the outside employer or other recipient of services as engaging in such outside activity as an employee, agent, or spokesperson of the University except when specifically authorized in writing by the University

to do so.

**ARTICLE 27**  
**DISCIPLINARY ACTION AND JOB ABANDONMENT**

27.1 Policy. The purpose of this article is to provide a prompt and equitable procedure for disciplinary action.

(a) Just Cause. No faculty member shall be subject to disciplinary action except for just cause. Just cause shall be defined as misconduct or incompetency.

(b) A faculty member's activities that fall outside the scope of employment shall constitute misconduct only if such activities adversely affect the legitimate and compelling interests of the University.

(c) Disciplinary Action Other than Termination. The University retains the right to impose disciplinary action other than termination including, but not limited to, suspension with or without pay, provided that the punishment is appropriate to the degree of misconduct. The degree of discipline may be related to behavior or actions subject to discipline. Admonitions, oral reprimands, letters of counseling (including recommendations for participation in an Employee Assistance Program), and similar criticism shall not be considered disciplinary action and shall not be subject to the grievance procedure.

(d) Due Process.

(1) Disciplinary action shall be imposed by the University in accordance with the principles of due process.

(2) No faculty member shall be deprived of pay or benefits resulting from a disciplinary action until after the grievance process ends with an outcome that allows the discipline.

(e) No provisions in this article shall be interpreted in a manner that violates a faculty member's rights conferred by this agreement or by law, nor shall a faculty member be punished for exercising such rights in the performance of University duties.

27.2 Progressive Discipline. Outlined below are the steps for faculty progressive discipline.

(a) The University may combine or skip steps depending upon the facts of each situation and the nature of the conduct.

(b) The sanctions for disciplinary actions that may be imposed on a faculty member may include but are not limited to the following:

(1) Written reprimand containing a description of the misconduct.

a. Written reprimand is distinguished from an informal written or spoken warning.

b. A written reprimand shall be delivered to the recipient and maintained in the faculty member's designated personnel file.

(2) Suspension with pay for a period of time specified in writing.

a. The written statement of suspension shall include the precise terms of the suspension. Those terms may include some or all of the following: loss of normal faculty privileges such as access to University property, participation in departmental government, voting rights, administration of grants, supervision of graduate students, loss of parking or library privileges, and use of University administrative staff.

b. Suspension as a disciplinary action is to be distinguished from involuntary leave, which is a precautionary action.

(3) Suspension without pay for a period of time specified in writing.

(4) Demotion to the next lower rank or step with corresponding reduction in salary. A faculty member with tenure or with security of employment shall not be demoted to a lower rank without tenure or security employment.

(5) Termination.

27.3 Investigation. The investigation of alleged misconduct shall be conducted in as confidential a manner as possible, and in the process of the investigation the alleged misconduct shall be considered in the context of the entire circumstances.

(a) The investigation shall include interviewing the complainant, the accused, any pertinent witnesses, and reviewing any relevant documentation. The accused faculty must be informed that the faculty member has a right to union representation during investigatory questioning that may reasonably be expected to result in disciplinary action. A failure to provide such notice shall not constitute grounds to reverse a disciplinary action; however, it may be used as a factor that the arbitrator may consider when determining whether the disciplinary action imposed is appropriate.

(b) In the event that the University has reason to believe that the faculty member's actions or presence on the job would adversely affect the orderly conduct and processes of the university, and/or jeopardize the safety or welfare of the faculty member, colleagues, other employees, or students, the faculty member may be reassigned or relieved of duties with pay during the investigation.

27.4 Notice of Intent. When the University has reason to believe that a suspension or termination should be imposed, the University shall provide the accused faculty member with written notice of the proposed action and the specific reasons for it.

(a) Such notice of intent shall be sent by certified mail, return receipt requested, or delivered in person with written documentation of receipt obtained.

(b) The faculty member shall be given ten (10) business days from delivery of the notice in which to respond in writing to the University before the proposed action is taken. The University then may issue a notice of disciplinary action under Section 27.5.

(c) If the University does not issue a notice of disciplinary action, no record of the allegation or the investigation shall be retained in the faculty member's personnel file. If an applicable law requires the university to keep for a specified period the record of a complaint that does not result in disciplinary action, once the end of that period is reached the University shall destroy the record of the complaint.

27.5 Notice of Discipline. If after the investigation and notice of intent process, the University believes that a suspension or termination should be imposed, University shall provide the faculty member with a written notice of disciplinary action.

(a) All such notices shall be sent certified mail, return receipt requested, or delivered in person to the faculty member with written documentation of receipt obtained.

(b) All notices of disciplinary action shall include a statement of the reasons for the disciplinary action and a statement advising the faculty member that the action is subject to Article 28, Grievance Procedure and Arbitration.

(1) The Notice of Discipline shall:

a. provide notice to the faculty member of the discipline imposed;  
b. include the date on which the discipline will become effective, provided that in the case of suspension or termination without pay, such pay and benefits shall not be denied until the period for filing a grievance has elapsed and the faculty member has not filed a grievance; and

c. contain a statement that if the faculty member wishes to contest the discipline, the faculty member must file a grievance within fifteen (15) days after receipt of the notice.

(2) A copy of the Notice of Discipline and attachments shall be simultaneously provided to the UFF.

27.6 Grievances and Arbitrations in Disciplinary Cases. Grievances and arbitration in cases involving disciplinary actions shall be in accordance with the provisions in Article 28.

27.7 Parameters for Arbitrator's Decision or Award.

(a) A finding for the just cause of discipline must be based only on the evidence presented at the arbitration hearing.

(b) If the arbitrator does not find that the disciplinary action was based on just cause, the discipline imposed shall be annulled. If the arbitrator concludes that just cause for the disciplinary action has been established but that a different penalty would be more appropriate, arbitrator shall determine a different penalty, which may be more or less severe.

(c) The decision of the arbitrator shall be binding upon the University, The UFF, and the grievant. provided that either party may appeal to an appropriate court of law.

(d) No Further Jeopardy. Following the decision, the faculty member may not be disciplined again for charges arising from the same incident unless new facts or evidence

materialize that were not known or reasonably available for discovery prior to the arbitrator's decision.

27.8 Waiver of Discipline. Any time between the notice of discipline and the imposition of any disciplinary action, the University may waive or limit that action on the condition that the disciplined faculty member performs some reasonable action(s), which shall be specific in writing, to address the harm or to prevent future harm.

(a) Such actions may include, but are not limited to, monetary restitution, repayment of misappropriated resources, compliance with a commitment not to repeat the misconduct, or other action designed to make whole the injury caused by the faculty member's professional misconduct or to prevent future misconduct.

(b) If the imposition of the disciplinary action is waived, the subsequent failure to perform the required act or otherwise comply with the conditions of the waiver shall immediately subject the faculty member to the implementation of the underlying discipline without an additional hearing.

27.9 Employee Assistance Program. A faculty member's participation in an Employee Assistance Program (EAP), nor information generated by participation in the program, shall be used as a reason for discipline under this Article. However, where the faculty members and University have agreed that the faculty member would participate in an EAP, a faculty member's failure to cooperate in an EAP consistent to the terms to which the faculty member and the University have agreed, may serve as ground for disciplinary action.

27.10 Job Abandonment

(a) If a faculty member is absent without leave for ten (10) or more consecutive business days, the faculty member may be considered to have abandoned the position and voluntarily resigned from the University.

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

## **ARTICLE 28 GRIEVANCE PROCEDURE AND ARBITRATION**

28.1 Policy. The purpose of the Article is to provide for the investigation 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 the UFF agree that problems should be resolved, whenever possible, before the filing of a grievance but within the time limits for filing grievances. Participants also 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 the 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 the UFF, who file a grievance.

(c) A grievance filed by the 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) The UFF shall have the right to represent any faculty member in a grievance filed under the Article, unless a faculty member elects self-representation or to be represented by legal counsel.

(b) UFF grievance Representatives.  
The UFF shall annually furnish to the Vice President for Human Resources a list of all person authorized to act as grievance Representatives and shall update the list as needed.

(c) If a faculty member elects not to be represented by the UFF, the Vice President for Human Resources shall inform the UFF Grievance Chair or designee in writing and attach a copy of the filed grievance materials.

(d) No resolution of any grievance shall be inconsistent with the terms of this Agreement, unless agreed to by the University and the UFF.

(1) UFF shall have the right to have an observer present at all meetings called for the purpose of discussing such grievance or pre-grievance dispute with the grievant. The UFF Grievance Chair shall be notified in writing at the same time as the other parties of the date, time, and location of all meetings called for the purpose of discussing a grievance dispute.

(2) UFF shall be sent copies of all decisions at the same time as they are sent to the other parties.

#### 28.4 Appearances.

(a) The grievant must attend the Grievance Hearing. If the grievant does not attend and has no legitimate excuse for his/her absence, the grievance shall be deemed to be withdrawn.

(b) If participating in any meetings pursuant to a grievance or arbitration necessitates rescheduling of the faculty member's assigned scheduled duties, as defined pursuant to the Assignment article, the faculty member shall make, with the concurrence of the chair or supervisor reasonable arrangements for the performance of such duties.

#### 28.5 Burden of Proof.

(a) In all grievances except grievances involving disciplinary action brought pursuant to Article 27 the burden of proof shall be on the faculty member.

(b) In grievances involving disciplinary action, the burden of proof shall be on the University.

28.6 Filing a Grievance. Except as explicitly specified elsewhere in the Agreement, this grievance procedure shall be the sole review mechanism for resolving disputes regarding rights or benefits that are provided exclusively by this Agreement. The filing of a grievance constitutes a waiver of any rights to review pursuant to Chapter 120, Florida Statutes, or to the review of such actions under University procedures that may otherwise be available to address such matters.

(a) In cases involving disciplinary action, a grievance must be received by the Vice President for Human Resources on the form shown in Appendix "C" within fifteen (15) days following receipt of the Notice of Discipline. In all other cases, a grievance must be received by the Vice President for Human Resources on the form shown in Appendix "C" no later than sixty (60) days following the act or omission giving rise to the grievance, or the date on which the faculty member knew or reasonably should have known of such act or omission if that date is later. The faculty member will lose all rights to a review of the dispute, unless the faculty member files a grievance within the time specified. Upon receipt of the grievance, the Vice President for Human Resources shall advise the UFF of the dean or designee who will serve as the University representative and hearing officer at Step 1.

(b) Forms.

(1) Grievance Form. Each grievance must be submitted in writing on the form shown in Appendix "C", with pertinent information explaining the disagreement or

controversy, identifying the provision(s) at issue, and identifying any designee. The Appendix "C" grievance form shall be signed by the grievant.

(2) Arbitration Form. Each notice of arbitration shall be submitted in writing on the form shown in Appendix "D". The Appendix "C" form, the University decision, and documents attached to the decision shall be included as attachments to the Appendix "D" form.

(3) The grievance forms may be filed by means of fax, United States mail, or personal delivery. All grievance forms shall be dated when the grievance is received. The date of receipt shall be determined by the date on receipt executed by the Vice President for Human Resources if the grievance is hand delivered; by the date recorded on the fax if the grievance is filed by fax; or by the date of mailing as confirmed by the postmark if the grievance is mailed by United States mail.

(4) Amendment of the Appendix "C" Grievance Form. The grievant may amend the Appendix "C" form one time prior to the Grievance Hearing.

(5) Only those acts or omissions identified at the initial filing, or added as amendments pursuant to-28.6(b)(4) above, may be considered at arbitration.

(c) Deadlines.

(1) If any action falls due on a Saturday, Sunday, or Holiday, the action shall be considered timely if it accomplished by 5:00 p.m. on the following business day.

(2) If, after the filing of a grievance, a required action on the grievance falls during a time period when the faculty member is on an approved leave (such as sabbatical, professional development, or any other approved leave), the deadline for such action shall be extended until fifteen (15) days after the faculty member returns from the leave, except that the extension period prior to the fifteen (15) days shall not exceed one semester. The hearing officer at the appropriate step shall notify the parties when the fifteen (15) day period begins.

(3) Salary Discrimination grievances. If a faculty member seeks redress of an alleged salary discrimination action, the faculty member must file a grievance within 60 days after the first paycheck that is allegedly discriminatory.

(4) Upon failure of the University to provide a grievance decision within the time limits provided in this Article, the grievant or the UFF, where appropriate, may file an appeal at the next step.

(5) Upon the failure of the grievant or the UFF, where appropriate, to file an appeal within the time limits provided in this Article, the grievance shall be deemed to have been resolved by the decision at the prior step.

(6) All time limits contained in this Article may be extended by mutual agreement of the parties in writing.

(d) Postponements.

(1) Except for any grievances alleging in whole or part a violation of Article 27 the grievant may submit a written request to the hearing officer at the appropriate step for the postponement of any action in processing the grievance formally for a period of up to thirty (30) days. The initial such request shall be granted.

(2) Upon the grievant's written request, additional extensions may be granted by the hearing officer at the appropriate step.

(3) The grievant shall have the right to representation by the UFF during attempts at informal resolution of a dispute or grievance.

(4) The grievant may, at any time, terminate the postponement period by giving written notice to the hearing officer at the appropriate step.

28.7 Step 1 Grievance Hearing. The dean or designee shall be the hearing officer at Step 1. The dean or designee shall schedule a Grievance Hearing, which shall take place no later than fifteen (15) days following the receipt of the grievance.

(a) The dean or designee shall provide the grievant and the UFF with any additional documents on which the action was based not later than three (3) day prior to the Grievance Hearing, whenever possible. If additional documents become available after the Grievance Hearing, the dean or designee shall offer the grievant and designated UFF representative the opportunity to review and respond to these documents in a continuation of the Grievance Hearing.

(b) At the Grievance Hearing, the grievant shall have the right to present any evidence in support of the grievance, and the grievant and the UFF representative or the grievant's legal counsel and the Step 1 dean or designee shall discuss the grievance.

(c) Decision. The dean or designee shall render a written decision, stating the reasons for the decision, to the grievant, the grievant's representative, the UFF Grievance Chair, and the Provost or designee within fifteen (15) days following the conclusion of the meeting.

(1) No documents shall be referred to in the decision that have not been provided to the grievant and the UFF representative or the grievant's legal counsel.

(2) All documents referred to in the decision and any additional documents presented by the grievant shall be attached to the decision, together with a list of these documents, unless such documents are posted on the web and the website is referenced in the decision.

28.8 Step 2 Grievance Review.

(a) Review. The Provost or designee shall be hearing officer at Step 2. If requested within thirty (30) days following the issuance of the Step 1 decision, the Provost or designee and the representative of the grievant shall meet for the purpose of reviewing the matter no later than fifteen (15) days following the receipt of the request.

(b) Decision. The provost or designee shall issue a written decision, stating the reasons for the decision, to the grievant, the grievant's representative, and the UFF Grievance Chair within fifteen (15) days following the conclusion of the review meeting.

(1) No documents shall be relied upon in the decision that the grievant and the UFF representative or the grievant's legal counsel have not had an opportunity to respond to.

(2) All documents referred to in the decision and any additional documents presented by the grievant shall be attached to the decision, together with a list of these documents, unless such documents are posted on the web and the website is referenced in the

decision.

(c) In the absence of an agreement to extend the period for issuing the Step 2 decision, the UFF may proceed to arbitration if the grievant's Step 2 representative has not received the written decision by the end of the 15th day following the conclusion of the Step 2 meeting.

#### 28.9 Arbitration.

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

(1) Notice of intent to proceed to arbitration must be within forty-five (45) days after receipt of the Step 2 decision by the grievant's representative (or UFF if the grievant is not represented by UFF). The request for arbitration shall be signed by the grievant and the UFF President or designee.

(2) The grievance may be withdrawn at any time by the grievant or by the UFF/UF President.

#### (b) Stipulation to Issues and Arbitrability.

(1) The University and the UFF shall stipulate to the issue(s) to be arbitrated prior to the arbitration. Only those acts or omissions identified at the initial grievance filing, or added as amendments pursuant to 28.6(b)(4) above, may be considered at arbitration. If a stipulation is not reached, the parties shall provide their recommended issues to the arbitrator, who shall decide the issue(s) to be arbitrated based upon the submitted evidence.

(2) Arbitrability. Issues of arbitrability shall be bifurcated from the substantive issues(s) and determined by means of a hearing, which may be conducted by conference call. The arbitrator shall have fifteen (15) days from the hearing to render a decision on arbitrability.

#### (c) Creation of the Arbitration Panel.

(1) Designees of the University and the UFF shall meet within ninety (90) days after ratification of this Agreement for the purpose of selecting an arbitration panel of no less than six (6) members.

(2) The panel of six (6) arbitrators shall be determined by the following process. The University and the UFF shall each propose six (6) arbitrators. From this list of the twelve (12) names, the parties shall alternately strike names until a permanent panel of six (6) arbitrators has been selected. The right of the first choice to strike from the list shall be determined by a flip of a coin. Arbitrators shall be asked to serve on a rotational basis, the sequence to be determined by lot.

(3) If the number of arbitrators willing to serve on the panel falls below six (6), the University and the UFF shall each submit an additional three (3) names for each vacancy. The striking procedure described above shall be used to bring the total in the panel to six (6), except that the right of the first choice to strike from the list shall go to whichever party went second in the previous panel selection.

(4) The arbitration panel shall be operative until a successor Agreement is implemented.

(d) Authority of Arbitrator.

(1) The arbitrator shall neither add to, subtract from, modify, nor alter the terms or provisions of this Agreement.

(2) Arbitration shall be confined solely to the application and/or interpretation of this Agreement and the precise issue(s) submitted for arbitration.

(3) The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issues submitted. Where an administrator has made a reasonable judgment involving the exercise of permissible discretion, such as subjective evaluative decisions regarding tenure or promotion, the arbitrator shall not substitute the arbitrator's judgment for that of the administrator. Nor shall the arbitrator review such decision except for the purpose of determining whether the decision has violated this Agreement.

(4) If the arbitrator determines that the Agreement has been violated, the arbitrator shall direct the University to take appropriate remedial action.

(5) An arbitrator may award back salary and related retirement contributions where the arbitrator determines that the faculty member is not receiving the appropriate salary from the University. The arbitrator may not award other monetary damages or penalties.

(6) An arbitrator's decision awarding employment beyond the tenure probationary period shall not entitle the faculty member to tenure. In tenure cases in which a substantive violation of this Agreement has been found, the remedy shall be for the grievant to be granted an additional year employment and reconsidered for tenure without prejudice at the earliest opportunity.

(7) If notice that further employment will not be offered is not given on time, the arbitrator may direct the university to renew the appointment only upon finding that no other remedy is adequate, and the notice was given so late that (a) the employee was deprived of reasonable opportunity to seek comparable employment, or (b) the employee actually rejected an offer of comparable employment which the employee otherwise would have accepted.

(e) Scheduling of Hearing.

(1) The arbitrator shall hold the hearing in Gainesville unless otherwise agreed to by the parties. The parties shall provide the arbitrator with the schedules of the grievant, the grievant's representative, the UFF grievance representative (if different from the grievant's representative), the University representatives, and the desired witnesses. The hearing shall commence no later than sixty (60) days after the arbitrator's acceptance of selection, or as soon thereafter as is practicable.

(2) The arbitrator shall notify all parties of the date, time, and place of the arbitration hearing as soon as possible but in no case later than thirty (30) days before the hearing date.

(f) Conduct of Hearing. Except as modified by the provisions of this Agreement,

arbitration proceedings shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

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

(h) Retroactivity. An arbitrator's award may or may not be retroactive as the equities of each case may demand, but in no case shall an award be retroactive to a date earlier than one hundred and twenty (120) days prior to the date the grievance was initially filed.

(i) Fees and Expenses.

(1) All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

(2) The party desiring a transcript of the arbitration proceedings shall provide written notice to the other party of its intention to have a transcript of the arbitration made at least one week prior to the date of the arbitration.

a. The party desiring such transcript shall be responsible for the scheduling a stenotype reporter to record the proceedings.

b. The parties shall share equally the appearance fee of the stenotype reporter and the cost of obtaining an original transcript and one copy for the party originally requesting a transcript of the proceedings.

c. The requesting party shall, at its expense, photocopy the copy of the transcript received from the reporter and deliver the photocopy to the other party within five days after receiving the copy of the transcript from the reporter.

(j) Precedent. No complaint informally resolved, or grievance resolved, shall constitute a precedent for any purpose unless agreed to in writing by the President or designee and the UFF acting through its President or designee.

28.10 Decision of the Arbitrator. The arbitrator shall issue the decision within thirty (30) days of the close of the hearing or the submission of briefs, whichever is later, unless additional time is agreed to by the University and the UFF.

(a) The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. The decision shall not refer to any documents other than those presented at the arbitration hearing. All documents referred to in the decision shall be attached to the decision, together with a list of these documents, unless such documents are posted on the web and the website is referenced in the decision.

(b) The arbitrator shall ensure that copies of the complete decision are sent to the grievant's representative, the UFF Grievance Chair, and the University's representative.

(c) Effect of Decision. The decision or award of the arbitrator shall be final and binding upon the University, the UFF, and the grievant, provided that either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction, pursuant to the Florida Arbitration Code, Chapter 682, Florida Statutes.

28.11 Records. All written materials created as a result of a grievance, except decisions resulting from arbitration or settlement, shall be filed in a secure location separate from the evaluation file of the grievant or witnesses.

28.12 Implementation. Upon resolution of the grievance, the parties shall implement the remedy within seven (7) days, unless otherwise provided by the award of the arbitrator or by mutual agreement of the parties.

## **ARTICLE 29 ACCESS TO DOCUMENTS**

29.1 Board of Trustees and University Documents.

(a) Upon request, the University shall provide the UFF with an electronic copy of documents necessary to administer grievances and other provisions of this agreement or otherwise carry out the UFF's obligations as the certified bargaining agency for the faculty. Alternatively, upon mutual agreement, the University may provide the UFF with the URL address for these materials.

(b) If not available on a web site, University shall provide the 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 the documents below are made available by links on the University web site or in an easily accessible location in the main library (Smathers West).

- (1) agenda and minutes of the meetings of the Board of Governors;
- (2) agenda, supporting materials, and minutes of the 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 the agreement;
- (6) other University 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 the 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 the UFF with an electronic spreadsheet including the name, 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 faculty member in the bargaining unit.

29.4 Not less than annually, the UFF shall provide the University's designee for contract administration with the names and email addresses of the union officers and the union representative who is designated to receive documents referred to in this article. The UFF shall notify the designee of any changes to the list of union officers or designated representatives to receive documents.

29.5 Costs. All copies of materials and access to materials discussed in this article shall be provided without cost.

### **ARTICLE 30 LAYOFF AND RECALL**

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 or more programs or functions; the University shall notify the 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 campus, division, 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/continuing multi-year/permanent status employee shall be laid off if there are non-tenured/ non-permanent status employees in the layoff unit.

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

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

(d) The provisions of 30.2(a) and (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 (a) or (b) above, those employees will be retained who, in the judgment of the University, will best 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/continuing multi-year/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 the UFF in writing regarding the use of adjunct and other non-unit faculty in those departments/units where employees have been laid off. The use of adjunct and other non-unit faculty in departments/units where employees have been laid off may be the subject of consultation meetings.

30.3 Alternative/Equivalent Employment. The University shall make a reasonable effort to locate appropriate alternate or equivalent employment for laid-off employees and shall share the results of the effort with the person affected.

30.4 Notice. Employees should be informed of layoff as soon as practicable and, where circumstances permit, employees with three or more years of continuous university service should be provided at least one (1) year's notice; those with less service with at least six (6) months' notice. Employees who have received notice of layoff shall be afforded the recall rights granted under Sections 30.3 and 30.5. Formal written notice of layoff is to be sent certified mail, return receipt requested, or delivered in person to the employee with written documentation of receipt obtained. The notice shall include effective date of layoff; reason for layoff; reason for shortened period of notification, if applicable; a statement of recall rights; a statement of appeal/grievance rights and applicable deadlines for filing; and a statement that

the employee is eligible for consideration for retraining for a period of two years following layoff.

### 30.5 Re-employment/Recall.

(a) For a period of two years following layoff or for employees appointed to a fixed multi-year appointment, not to exceed the length of their last employment contract, not to exceed two (2) years, an employee who has been laid off and who is not otherwise employed in an equivalent full-time position shall be offered re-employment in the same or similar position at the university should an opportunity for such re-employment arise. It shall be the employee's responsibility to keep the university advised of the employee's current address. Any offer of re-employment pursuant to this section must be accepted within fifteen (15) days after the date of the offer, such acceptance to take effect not later than the beginning of the semester immediately following the date the offer was made. In the event such offer of re-employment is not accepted, the employee shall receive no further consideration pursuant to this Article. Employees appointed to a fixed multi-year appointment who are recalled shall be offered re-employment not to exceed the length of their last employment contract. The university shall notify the UFF when an offer of re-employment is issued.

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

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

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

30.6 Limitations. The provisions of Section 30.2 through 30.5 of this Agreement shall not apply to employees:

(a) on "soft money," e.g., contracts and grants, sponsored research funds, and grants and donations trust funds;

(b) on fixed multi-year appointments;

(c) on a visiting appointment;

(d) who have received notice of non-reappointment; or

(e) who are appointed for less than one academic year.

## ARTICLE 31

## **TOTALITY OF AGREEMENT**

### 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.

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

## **Article 32 SEVERABILITY**

### 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) shall have the effect of a loss to the University of funds, property, or services made available through federal law, 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), (2), or (3) above, the parties shall 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 the UFF may choose, but neither is obligated, to challenge said legislation.

### **Article 33 AMENDMENT AND DURATION**

33.1 Effective Date.

The Agreement shall become effective July 1, 2013, and shall remain in effect through June 30, 2016, 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 90 days.

33.3 Successor Agreement. Renegotiations for a successor agreement shall begin no later than nine 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**

34.1 Copies.

(a) The University shall print at its cost in a mutually agreeable form 200 copies of the ratified Agreement for the UFF.

(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 an electronic copy of the ratified Agreement and all supplements to the UFF.

(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. The University shall provide a link titled, "United Faculty of Florida," on the University's "Faculty & Staff" web page.

(e) The University shall notify each person interviewed for a job position in the bargaining unit of the URL address for the UFBOT-UFF Agreement.

### **ARTICLE 35 DEFINITIONS**

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 39 consecutive weeks, or approximately 42 consecutive weeks for the P. K. Yonge Developmental Research School.

— "semester" means one of the two approximately 19.5-week periods (approximately 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, unless otherwise indicated.

— "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 their 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.

— “supervisor” means an individual identified by the President or designee as having immediate administrative authority over bargaining-unit employees.

— “faculty member” means a member of the bargaining unit, and “faculty” or “faculty members” means all members of the bargaining unit.

— “bargaining unit” means those employees, collectively, represented for collective bargaining purposes by the UFF pursuant to the certification of the Florida Public Employees Relations Commission.

— “UFF” means the United Faculty of Florida. However, passages in the Agreement referring to notifying or providing documents to the UFF, unless otherwise indicated, mean notifying or providing documents to the President of the UFF/UF Chapter or designated representative.

— “UFF/UF” or “UFF Chapter” means the University of Florida chapter of the United Faculty of Florida.

— “UFF Grievance Chair” means the chair of the Grievance Committee of the UFF/UF Chapter.

— “equitable” means fair and reasonable under the circumstances.

— “if practicable” means capable of being put into practice and resources are available.

- “FTE” means “full time equivalent or effort.”
- “principal place of employment” means the campus location or other University site specified on the faculty member’s official employment documents and where most of the assignment is performed.
- “continuous service” means employment uninterrupted by a break in service. For academic-year faculty members (9- or 10-month faculty members), one year of continuous service is equivalent to the nine (9)- or ten (10)-month employment period
- “break in service” means those absences following which the faculty member is treated as a new faculty member for purposes of computing seniority and years of service. An absence as a result of an approved compensated or uncompensated leave is not considered a “break in service.”
- “in writing” shall mean any form of written communication (electronic or hard copy).



**APPENDIX A  
POSITION CLASSIFICATIONS  
IN THE BARGAINING UNIT**

All employees at the University of Florida in the following positions holding regular, visiting, provisional, research, affiliate, or joint appointments are included in the bargaining unit (for convenience, the positions are listed here with the corresponding University of Florida position classification code, as of May 2007):

- 000512 — Eminent Scholar
- 000516 — Graduate Research Professor
- 000517 — Distinguished Service Professor
- 000518 — Professor
- 000524 — Associate Professor
- 000530 — Assistant Professor
- 000789 — Clinical Professor
- 000790 — Clinical Associate Professor
- 000791 — Clinical Assistant Professor
- 000534 — Master Lecturer
- 000533 — Senior Lecturer
- 000531 — Lecturer
- 000428 — University Librarian
- 000432 — Associate University Librarian
- 000436 — Assistant University Librarian
- 000431 — University School Professor
- 000435 — University School Associate Professor
- 000438 — University School Assistant Professor
- 000440 — University School Instructor
- 000507 — Curator
- 000519 — Associate Curator
- 000525 — Assistant Curator
- 000421 — Research Associate
- 001558 — Senior Associate in \_\_\_\_\_ (a person who is directly

engaged in teaching, researching, student advising, or library-related services requiring professional knowledge, and is not purely technical support or exercises purely administrative functions)

000429 — Associate in \_\_\_\_\_ (a person who is directly engaged in teaching, researching, student advising, or library-related services, requiring professional knowledge, and is not purely technical support or exercises purely administrative functions)

000433 — Assistant in \_\_\_\_\_ (a person who is directly engaged in teaching, researching, student advising, or library-related services requiring professional knowledge, and is not purely technical support or exercises purely administrative functions)

000508 — Engineer  
 000520 — Associate Engineer  
 000526 — Assistant Engineer  
 000509 — Scholar  
 000521 — Associate Scholar  
 000527 — Assistant Scholar  
 000510 — Scientist  
 000522 — Associate Scientist  
 000528 — Assistant Scientist  
 001254, 001427, or 001428 — Research Information Co-ordinator  
 001245, 001418, or 001419— Broadcasting Coordinator I  
 001255 — University Research Associate Director V  
 001264 or 001433 — Psychologist III or VI  
 001278 — Psychiatrist  
 001279 — University Physician  
 001280, 001449, or 001471 — Physician’s Assistant  
 001294, 001462 — Student Counseling Specialist  
 C1 — Chairs in the following colleges:  
     College of Liberal Arts and Sciences  
     College of Education  
     College of Business Administration  
     College of Fine Arts  
     College of Health and Human Performance  
 C2 — Associate Chair  
 C3 — Assistant Chair  
 G1 — Program Director, or Center Director (with “F” as the third digit of the position classification code, having duties that are more akin to those of a Chair than those of a Dean); and  
     Program/Center Director (with “7” as the third digit of the occupational code) of English (Dial Center); Criminology, Law, and Society; Linguistics; Women’s Studies; Dean’s Office Education (Lastinger Learning Center); and European Studies programs  
 N1 — Coordinator

All other employees of the University of Florida Board of Trustees are excluded from this bargaining unit.

**APPENDIX B  
UNITED FACULTY OF FLORIDA  
UFF-FEA-NEA  
SAMPLE UFF DUES DEDUCTION AUTHORIZATION FORM**

*Please fill out the form below and return it to:*

\_\_ [Name] \_\_, President, UFF/UF Chapter, P.O. Box 112070, 308 Yon Hall

MEMBERSHIP FORM, UNITED FACULTY OF FLORIDA

*Please Print Complete Information*

\_\_\_\_\_  
Social Security Number                      Last Name                      First Name                      MI

\_\_\_\_\_  
Home Street Address                      Campus Address & P.O. Box                      Department

\_\_\_\_\_  
City                      State                      Zip Code                      Office Phone                      Home Phone

\_\_\_\_\_  
E-mail address – Personal/Home                      E-mail address – Office

Please enroll me immediately as a member of the United Faculty of Florida (FEA-NEA-AFT, AFL-CIO). I hereby authorize my employer to begin bi-weekly payroll deduction of United Faculty of Florida dues in such amount established from time to time in accordance with the constitution and bylaws of the UFF and certified in writing to the University Administration. This deduction authorization shall continue until revoked by me at any time upon 30 days written notice to the Office of Human Resources and to the United Faculty of Florida.

\_\_\_\_\_  
Signature (for payroll deduction authorization)                      Today's Date

Return to the UFF State Office, 306 E Park Ave, Tallahassee, FL 32301, or to the UFF/UF Office, P.O. Box 112070, 308 Yon Hall, UF.

Visit the UFF/UF Chapter Web Site at <http://www.uff-uf.org>

**UNITED FACULTY OF FLORIDA  
UFF-FEA-NEA  
SAMPLE UFF-PAC PAYROLL DEDUCTION  
AUTHORIZATION FORM**

United Faculty of Florida - Political Action Committee  
306 E Park Ave  
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 the UFF Political Action Committee in the amount of \$1 per pay period, and I direct that the sum so deducted be paid over to the UFF. The above deduction authorization shall continue until revoked by me through written notice to the Office of Human Resources and to the 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.



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):

<input type="checkbox"/> UFF	_____
<input type="checkbox"/> Legal Counsel	_____
<input type="checkbox"/> 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 under chapter 120 of the Florida Statutes with regard to the matters I have raised herein and under all other University procedures which may be available to address these matters.

\_\_\_\_\_  
Signature of Grievant  
(Grievant must sign if grievance is to be processed.)

\_\_\_\_\_  
Date

The decision of the hearing officer shall be transmitted, by personal delivery with written documentation of receipt or by certified mail, return receipt requested, to the grievant, the grievant's representative, the UFF Grievance Chair, and the Provost or designee within fifteen (15) days following the conclusion of the meeting.

UNIVERSITY OF FLORIDA  
Board of Trustees–United Faculty of Florida

**APPENDIX D  
NOTICE OF ARBITRATION**

This notice was filed with the Office of Human Resource Services (as authenticated by receipt, postmark, or date recorded on fax) on \_\_\_\_\_ by (check one):

Personal delivery \_\_\_\_\_

U. S. Mail \_\_\_\_\_

Fax \_\_\_\_\_

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

NAME:

BOT FILE NO:

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

\_\_\_\_\_  
Signature of UFF President or Designee

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

UNIVERSITY OF FLORIDA  
Board of Trustees–United Faculty of Florida



**APPENDIX E**  
**PKY 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 is 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.

Raises for 2013-14. Each continuing fulltime faculty member with summative rating of effective or highly effective (based on 2012-2013 summative evaluations) shall have a salary increase of \$2,000. Such increase shall be effective October 1, and shall only be implemented after approval by the state.

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**

- effective 2014-15
- \$400 annual adjustment
- \$100 for Effective/Highly Effective summative evaluation rating (requirement of S.1012.22, F.S.)

### Performance Salary System

- For all instructional personnel on annual contract and permanent status faculty members who “opt in” to the Performance Pay System in lieu of permanent status
  - once they opt in, they may not return to the Grandfather System nor regain permanent status
- Annual performance adjustments may not be provided for an employee who receives an evaluation other than highly effective or effective for the year
- 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

### Performance Salary Schedule

- **Base entry level = \$33,000**
  - New hires may be credited for documented, effective, full-time equivalent K-12 teaching
  - Each year of credit is \$500 and will be added to the base entry level figure above
- **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 Performance Adjustment**
  - Unsatisfactory No salary adjustment
  - Developing/Needs Improvement No salary adjustment
  - Effective \$ 500
  - Highly Effective \$ 675

Note: for both the grandfathered and performance systems, the faculty member's salary will be base salary plus any degree supplement plus cumulative annual performance adjustment plus any promotion supplement that was awarded after October 1, 2013.

**APPENDIX F**  
**P. K. YONGE DEVELOPMENTAL RESEARCH SCHOOL**  
**FACULTY SALARY SUPPLEMENTS**

<b>ACTIVITY</b>	<b>SUPPLEMENT AMOUNT</b>
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
Teacher Leader	\$1000
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
Teacher Inquiry Facilitator	\$1000
*Inquiry Presentation & Publication	\$250
Club, Class, or Student Publication Sponsor	\$500-\$1500
Choral Director	\$1500
High School Band Director	\$2000
Marching Band Director	\$800
Middle School Band Director	\$1500
Spring Arts Festival Show Preparation	\$800

\*Payable at end of year as a lump sum.

Athletic Director	\$2886
Assistant Athletic Director	\$2886
Baseball Varsity Head Coach	\$1970
Baseball Varsity Assistant Coach	\$951
Baseball JV Head Coach	\$1125
Baseball JV Assistant Coach	\$845
Basketball Varsity Head Coach	\$2744
Basketball Varsity Assistant Coach	\$1729
Basketball JV Head Coach	\$1898
Basketball Freshman Head Coach	\$1600
Cheerleading Head Coach	\$1900
Cheerleading Varsity Assistant Coach	\$842
Cheerleading JV Head Coach	\$395
Cross Country Head Coach	\$1196
Cross Country Assistant Coach	\$650
Cross Country JV	\$400
Dance Team	\$1000
Diving Head Coach	\$1000
Football Head Coach	\$3520
Football Offensive Coordinator	\$2300
Football Defensive Coordinator	\$2300
Football Varsity Assistant Coach I	\$2300
Football Varsity Assistant Coach II	\$1300
Football Varsity Assistant Coach III	\$700
Football JV Head Coach	\$1500
Football JV Assistant Coach	\$1200
Golf Head Coach	\$1267
Lacrosse Head Coach	\$1523
Lacrosse Assistant Coach	\$986

Soccer Head Coach	\$1619
Soccer Assistant Coach	\$1000
Soccer JV Head Coach	\$980
Softball Head Coach	\$1970
Softball Varsity Assistant Coach	\$1038
Softball JV Head Coach	\$1038
Swimming Head Coach	\$1500
Tennis Head Coach	\$1800
Tennis Assistant Coach	\$845
Track Head Coach	\$1970
Track Assistant Coach I	\$700
Track Assistant Coach II & III	\$600
Volleyball Head Coach	\$1619
Volleyball Varsity Assistant Coach	\$951
Volleyball JV Head Coach	\$986
Volleyball Freshman Head Coach	\$845

**APPENDIX G**  
**DISCLOSURE OF OUTSIDE ACTIVITIES AND FINANCIAL INTERESTS FORM**

University of Florida  
Instructions for Completing the Disclosure of  
Outside Activities and Financial Interests Form

General Remarks

University of Florida faculty and staff members may engage in outside activities that provide and hold financial interests subject to the requirements of collective bargaining agreements, University regulations, state law, and federal regulations and law, if applicable. Whenever a question, or appearance of conflict, could arise between the employee's obligation to the University and any activity or financial interest, the employee is expected to report the situation to the supervisor for discussion and, if required as set forth below, to provide a report disclosing the information prior to engaging in the activity or obtaining the financial interest. University officials are responsible for reviewing each disclosure to determine if the activity or interest, is permitted, not permitted, or if there are conditions necessary to manage, reduce or eliminate the conflicts or potential conflicts before the activity or interest can be permitted.

In addition to completing the statement regarding activities and financial interests annually through effort reporting or the receipt of an evaluation, an annual disclosure should be submitted at the beginning of each academic year or other annual appointment for each existing outside activity or financial interest. A new disclosure should be submitted at such time as there is a significant change in an activity or financial interest (nature, extent, funding, etc.) or before a new outside activity or financial interest is undertaken. These reporting provisions shall apply to activities performed or interests held while an employee is in pay status, or is on a compensated leave, including a professional development leave, but shall not apply to activities performed wholly during a period in which the employee has no appointment with the University. The employee should still be aware of and deal with the conflict of interest considerations that may arise from the latter activities.

An employee's failure to report activities or financial interests under this collective bargaining agreement or to follow any conditions imposed pursuant to the University's approval of such activities or interests may be grounds for disciplinary action. Such actions may include, but are not limited to: reprimand, fine, reduction in salary, change of assignment, prohibition of outside activities, suspension without pay, and termination for cause.

Reporting Requirements

The following activities and financial interests must be reported and approved prior to engaging in the activity:

a. Outside activities in which there is more than an incidental use of university facilities,

equipment, and/or services. The completed Disclosure of Outside Activities and Financial Interests form is required to be attached to the Request to use these facilities, equipment or services.

b. Outside activities in which a university student or university employee is directly or indirectly supervised by the employee if the employee in any way supervises or evaluates the student or the employee at the University.

c. Management, employment, consulting, and contractual activities with, or ownership interests in, a business entity which does business or is proposing to do business with the University. In the cases of material financial and of managerial interests, the information required extends to the spouse and children of the employee, and for managerial interests, to relatives.

d. Management, employment, consulting, and other contractual activities with, or ownership interest in, a business entity which competes with the University.

e. Candidacy, election or appointment to a public office.

f. Required use of books, supplies, equipment, or other instructional resources at the University when they are created or published by the employee or by an entity in which the employee has a financial interest.

g. Professional compensated activities including but not limited to activities for which travel expenses, travel support, and/or honoraria are paid, teaching at another institution, or employment as an expert witness.

h. Business activities, including service on the board of directors or other management interests or position, with regard to a business entity in the same discipline or field in which the faculty or staff member is employed.

i. Any employment, contractual relationship, or financial interests of the employee that may create a continuing or recurring conflict between the employee's interests and the performance of the employee's public responsibilities and obligations, including time commitments. This includes any outside activity in which the employee is required to waive rights to intellectual property.

j. Outside activities and financial interests required to be reported under certain federal contract and grant regulations. Such disclosures may also need to be made at the time of the submission of the proposal.

k. Outside activities (employment, consulting, management and other contractual activities) and financial interests in an entity that supports the employee's research or training activities in any way.



l. Outside activities (employment, consulting, management and other contractual activities) and financial interests in an entity that licenses technology invented by the employee.

| m. Any other employment outside the University.

n. Any other outside activity or financial interest which may create a conflict of interest.

#### Affirmation

The signature on the completed disclosure form affirms and certifies an understanding of and compliance with the University's policies on conflict of interest, outside activities and financial interests as well as the completeness and accuracy of the responses. Information on the University's guidelines and procedures may be obtained from your academic or administrative units and are located on the web at

<http://www.generalcounsel.ufl.edu/downloads/COI.pdf>.

University of Florida  
Disclosure of Outside Activities and Financial Interests  
Disclosure Period: July 1, \_\_\_\_ to June 30, \_\_\_\_

Name: \_\_\_\_\_ UFID \_\_\_\_\_  
Title/Rank \_\_\_\_\_ Department or Unit \_\_\_\_\_  
Phone number \_\_\_\_\_ College or Division \_\_\_\_\_  
Email \_\_\_\_\_ University Contract Period  
% FTE \_\_\_\_\_ 9 month 12 month

1. In accordance with University of Florida rules, I report the following activity or interest. Please check the category or categories of the activity or financial interest as described in the Instructions to this form:

1. a. \_\_\_ b. \_\_\_ c. \_\_\_ d. \_\_\_ e. \_\_\_ f. \_\_\_ g. \_\_\_ h. \_\_\_ i. \_\_\_ j. \_\_\_ k. \_\_\_ l. \_\_\_ m. \_\_\_

2. Please provide the requested information on the activity or financial interest performed/proposed during the University contract period as identified above. Please use additional pages if necessary. All activities and financial interests for one entity should be disclosed on one form. Additional activities and financial interests should each be reported on separate forms.

(a) Name of entity (or person) with which the activity is to be conducted, or name of entity in which the financial interest is held, and nature of its business:

Is the entity a for-profit entity \_\_\_\_\_ or a not-for-profit entity \_\_\_\_\_?

Does the entity or parent, subsidiary or affiliated organization of the entity sponsor your research at UF or license technology from UF you invented? Yes \_\_\_\_\_ No \_\_\_\_\_

(b) Description of activity or financial interest. Please check all that apply.

Consultant \_\_\_\_\_  
Director \_\_\_\_\_  
Officer \_\_\_\_\_  
Employee \_\_\_\_\_  
Honorarium \_\_\_\_\_  
Royalty Recipient \_\_\_\_\_  
Ownership Interest \_\_\_\_\_  
    Percentage of ownership \_\_\_\_\_  
    Value of ownership \_\_\_\_\_  
    Type of ownership interest:  
        Stock (not publicly traded) ownership \_\_\_\_\_  
        Stock (publicly traded) ownership \_\_\_\_\_  
        LLC ownership \_\_\_\_\_

Partner \_\_\_\_\_  
Sole Proprietor \_\_\_\_\_  
Other \_\_\_\_\_ Describe \_\_\_\_\_  
Stock Option or other Option Agreement \_\_\_\_\_  
Other \_\_\_\_\_ Describe \_\_\_\_\_

(c) Source of and type of compensation (e.g.: company/organization/client and cash/expense reimbursement; in the case of legal representation or service as an expert witness, all parties to the matter must also be identified):

Source of compensation \_\_\_\_\_

Type of compensation \_\_\_\_\_

(d) Location and anticipated dates of activity:

(e) Is this a one time or continuing activity? One time \_\_\_ Continuing \_\_\_

If one time, estimated number of total hours, including travel time \_\_\_\_\_ hours

If continuing activity, estimated number of hours per week spent on the reported activity, including travel time: \_\_\_\_\_

If you earn vacation leave, indicate number of hours per week that will be taken \_\_\_\_\_

If none, explain why no vacation is to be taken. \_\_\_\_\_

(f) Will University of Florida employees and/or students be involved in connection with the outside activity

\_\_\_\_\_ No \_\_\_\_\_ Yes (Explain)

(g) Will University equipment, facilities or services be used in connection with the outside activity? \_\_\_\_\_ No \_\_\_\_\_ Yes (If yes, please attach a completed Request to Use University Equipment, Facilities and Services in connection with Non-University Activity form.)

(h) Are you required, as a condition of the employment/activity, to waive any rights you or the University of Florida might have to intellectual property you develop, including copyrights or patent rights? \_\_\_\_\_ No \_\_\_\_\_ Yes (If yes, the Office of Research must review and act on the employment/activity.)

(i) Has this activity been approved before? \_\_\_\_\_ No \_\_\_\_\_ Yes

(j) Total number of outside activity and financial interest reports submitted during this contractual period including this report. \_\_\_\_\_

Estimated total number of hours spent per week during this contractual period on all outside activities including this activity. \_\_\_\_\_

3. I understand that the activity and/or interests identified in the Instructions to this form must

be reviewed and acted upon by the appropriate university officials as set forth below. For each activity or financial interest disclosed, other information may also be requested in order to completely review the activity or interest if there are potential conflicts involved.

4. I understand that if I (or my spouse, domestic partner, child or other relative) have a material financial interest or a managerial interest in an entity, or an employment or other contractual relationship with an entity, that proposes to do business with or does business with the University, I will submit a copy of this form to the University's Purchasing Services (with the purchase requisition if a purchase requisition is required) or the contracting authority at the university prior to the purchase being made or the University's entering into contract with the entity. I understand that if I am involved in the procurement or contractual process for the entity or for the University (including but not limited to making recommendations) I must inform the University office making the procurement or entering into the contract of my financial interest prior to the procurement or the signing of the contract in order that determination may be made whether the procurement and/or contract is allowable under Florida law and University regulations.

5. I have read Appendix G of the collective bargaining agreement, and I understand my obligations.

6. I hereby certify that the information reported here is accurate and complete. Further, I understand that my engaging in a non-university activity must not create a conflict of interest, unless such conflict is allowable under the law and this collective bargaining agreement or interfere with the full and faithful performance of my University professional responsibilities or other University obligations.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

REVIEWER	REVIEWER'S SIGNATURE	APPROVED	DISAPPROVED	DATE
Chair or Supervisor (Printed Name)				
Dean, Director or other Appropriate Administrator (Printed Name)				
Office of Research (if applicable) (Printed Name)				

Purchasing Services or other Contracting Authority(if applicable) (Printed Name)				
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7. Was conference held to discuss this disclosure? No \_\_\_\_ Yes \_\_\_\_ If yes, please write a brief summary of action taken:

**8.** The form should be returned to the employee and others noted below whether the activity is authorized as presented, authorized with conditions or not authorized. The returned copy should include all appropriate signatures. A copy of the form must be sent to the Purchasing Services or other applicable Contracting Authority if the disclosure is made under c (and as further described under item 4 above).

Copies of completed forms must be sent to: (1) Office of Human Resources, (2) dean or director, (3) department chairperson or other appropriate administrator, (4) employee, and (5) Office of Research if applicable; (6) Division of Purchasing or other contracting unit (if applicable).

FORM OAA-GA-L-267 Rev. 8/12

## **MEMORANDUM OF UNDERSTANDING**

Florida Senate Bill 736 (2011) (“Bill 736”) eliminated permanent status for K-12 teachers in Florida, including faculty at P.K. Yonge. In the event that Bill 736 is 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 permanent status for P.K. Yonge faculty with the intent of restoring permanent status consistent with the final adjudication.