

Collective Bargaining Agreement

between the

University of Florida
Board of Trustees
(UFBOT)

and the

United Faculty of Florida
FEA, NEA, AFT, AFL-CIO
(UFF)

2010-2013

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ARTICLE 1: TITLES AND HEADINGS

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

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 units 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 Trustees 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 Trustees' designee(s) 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 Trustees may proceed to implement it.

(c) If the Trustees wish to revise the specifications of an existing class so that its bargaining unit designation needs to be changed, they may do so only after negotiations with the UFF regarding such new designation, unless the UFF notifies the Trustees' designee(s) 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 Trustees 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 Trustees propose 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 Trustees shall complete collective bargaining negotiations 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 Trustees shall promptly 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) The Trustees shall furnish to the UFF a copy of the minutes of public Trustees or public committee meetings at the time they are made available to the Trustees involved.

ARTICLE 3: MANAGEMENT RIGHTS

3.1 Policy. The Trustees and the UFF agree that the Trustees shall have the rights, powers, and authority vested in them 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.

(a) The UFF shall have the right to use university facilities on terms no less favorable than that afforded to similar groups on campus.

(b) The UFF shall be provided with the same campus office it currently uses or a campus office with equal or greater 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.

(c) The UFF's use of university facilities and other services shall not be diminished for the duration of this Agreement.

4.2 Communications.

(a) UFF shall have the right to post bulletins or other such 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 posting and may be removed by the Trustees after having been posted for a period of thirty (30) days.

(b) The Trustees shall maintain links to the local UFF Chapter in appropriate, mutually agreed upon places 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 and the Trustees and otherwise fulfill its statutory responsibilities under Chapter 447, Part II, Florida Statutes. However, 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 the listserv(s) shall have the right to have themselves removed from the listserv(s) upon their written request.

(d) The Trustees shall not engage in reprisals of any kind against faculty for using any of the forms of communication responsibly described in Section 4.2.

4.3 Released Time.

(a) Each semester (Fall and Spring) the Trustees shall provide three (3) 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 and administering this Agreement. Five (5) additional units of released time shall be provided during semesters in which the parties are actively engaged in collective bargaining.

(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, which shall include a 25% reduction in assigned duties.

(2) Each “unit” of released time for the P. K. Yonge Developmental Research School (hereafter “DRS”) 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 in time for elementary and middle school teachers and other professional faculty members. If released time cannot be provided as stated above, the P. K. Yonge Administration may designate it as a teaching overload and released time activities shall occur after normal teaching hours. Additionally, 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 faculty member has a teaching assignment and the schedule of classes will allow, the Trustees shall, whenever practicable, arrange for Tuesday–Thursday teaching schedules for faculty members who are designated to receive released time for collective bargaining.

(b) The UFF may designate faculty members to receive released time during the academic year, 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) The UFF shall provide the Trustees with a list of requested designees for the academic year no later than May 1 of the preceding academic year. The designees shall serve for one (1) academic year.

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

(c) Summer.

(1) The UFF may designate a total of three (3) faculty members to receive a thirteen week .25 FTE summer released time assignment. Five (5) additional units of released time shall be provided during semesters in which the parties are actively engaged in collective bargaining. However, in departments with ten (10) or fewer faculty members, no more than one (1) faculty member may be designated to receive such released time at any one time without consent of the department supervisor.

(2) A faculty member may receive more than one such thirteen (13) week .25 FTE released-time assignment per summer.

(3) The UFF shall provide the Trustees with a list of requested designees no later than April 7th of the academic year preceding the summer term.

(4) All other provisions contained in Section 4.3, except 4.3 (a) and (b), shall apply to summer released time.

(d) Faculty members who are on leave of any kind, other than leave pursuant to Section 4.4, shall not be eligible to receive released time.

(e) The Trustees shall make a good faith effort to ensure that the granting of released time does not adversely affect the academic operations and student support services of the University.

(f) Salary Increases.

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

(2) Released time activities shall not be evaluated, but such activities shall be considered university service. The Trustees shall not use such released time against the faculty member in making personnel decisions. For the purpose of merit-based salary increases, university service performed under the released-time provisions of this article shall be treated no less favorably than other university service requiring comparable commitments of time and effort.

(g) Faculty members on released time shall retain all rights and responsibilities as other faculty members but shall not be considered representatives of the Trustees for any activities undertaken on behalf of the UFF. The UFF agrees to hold the Trustees harmless for any claims arising from such activities, 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).

4.4 Leave of Absence — Union Activity.

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

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

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

(d) A faculty member on such leave shall not be evaluated for this activity, but such activity shall be considered university service. The Trustees shall not use such activity against the faculty member in making personnel decisions.

(e) Salary Increases.

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

(2) The Trustees shall not use the taking of leave under this Section against the faculty member in making personnel decisions. Upon return from such leave of absence, the

University Administration shall adjust the salary of a faculty member who was on full-time leave so that it includes any across-the board, guaranteed minimum, or market equity/compression/inversion adjustments that were applicable to bargaining unit faculty during the full-time leave of absence. Faculty members on less than full-time leave under this paragraph shall be eligible to receive salary increases on the same basis as other faculty members and shall receive applicable increases at the time they become effective.

(f) The Trustees shall not be liable for the acts or omissions of any faculty member granted leave under this Section, and the UFF shall hold the Trustees 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 Trustees shall deduct, bi-weekly and without unauthorized interruption (provided the faculty member has funds available), 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) The Trustees shall provide 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 Trustees; and

(b) The Trustees shall provide 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 and that a pre-tax deduction is permitted by the federal tax code. All such programs and deductions shall meet the requirements of state and federal law as well as University rules or regulations. The Trustees and the UFF agree that any proposed change in University rules or regulations impacting these programs and deductions shall be subject to collective bargaining negotiations before its implementation.

(c) Faculty members who have previously submitted UFF authorization forms and have not provided written notice to terminate dues will continue to have deductions made without the need to submit a new authorization form.

5.2 Timing of Deductions.

(a) The Trustees shall make deductions biweekly and without interruption (provided the faculty member has funds available), 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 Trustees of any changes in its dues not later than forty-five (45) days prior to the effective date of any such changes.

5.3 Remittance.

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

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

(2) the termination of employment of the authorizing 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 Trustees shall reinstate dues deductions for faculty members who have previously filed authorization for dues deduction and who have not revoked that authorization pursuant to Section 5.4, above, but whose payroll deductions have been nonetheless discontinued for any other reason.

(b) The Trustees 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 Trustees, 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 Trustees excess monies received under this Article. Nothing herein shall make the Trustees a fiduciary for any benefits offered by the UFF. This subsection does not relieve the Trustees of their responsibility to comply with the provisions of this Article.

5.7 Exceptions. The Trustees will not deduct any UFF fines, penalties, or special assessments from the pay of any faculty member, nor are the Trustees obligated to provide more than four (4) payroll deduction fields for the purpose of making the deductions described in this Article.

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

ARTICLE 6: CONSULTATION

6.1 Consultation with the President.

(a) The University President or designee and up to two (2) representative(s) shall meet with the UFF/UF President or designee and up to two (2) 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.

(b) Such meetings shall occur monthly during the academic year and twice during the summer, unless the University President and the UFF agree otherwise.

(c) An accurate record of the proceedings of such meetings shall be maintained.

6.2 Consultation with the Provost.

(a) The Provost or designee and representative(s) shall 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.

(b) Such meetings shall occur monthly during the academic year and twice during the summer, unless the Provost and the UFF agree otherwise.

(c) An accurate record of the proceedings of such meetings shall be maintained.

6.3 DRS Consultation.

(a) The director of the P. K. Yonge Developmental Research School or designee and representative(s) shall meet with the UFF representatives to discuss matters pertinent to the implementation or administration of this Agreement, administrative actions affecting terms and conditions of employment unique to the DRS, or any other mutually agreeable matters.

(b) Such meetings shall occur monthly during the academic year and once during the summer, unless the parties agree otherwise.

(c) This section shall not preclude DRS issues from being raised at the consultations described in Sections 6.1 through 6.3, above.

(d) An accurate record of the proceedings of such meetings shall be maintained.

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 reflected in this Agreement or by established past practice 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 Trustees or their designees has a direct and substantial impact on wages, hours, or any other term or condition of employment, the Trustees 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 Trustees shall provide to the UFF an advance copy of any proposed regulation that could reasonably be construed to affect terms or conditions of employment contained in this Agreement as soon as practicable and may comply with this provision by including the UFF designees on the University's Deans, Directors, and Division Heads (DDD) List.

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 (hereafter in this article, “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 Trustees 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 (hereafter, “bylaws”) 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 (and subsequent revisions). 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 bylaws of each unit shall include procedures for faculty members to share significantly in governance responsibilities for amending bylaws.

(c) The Trustees 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. These discipline-specific clarifications of such University criteria must be sufficiently thorough to provide faculty with clear and consistent standards of evaluation and meaningful guidelines for action.

(d) 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.

(e) 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. Units are encouraged to exchange and discuss drafts of their bylaws during the formulation and revision processes.

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, so defined, 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 or equivalent (hereafter, the “chair”), shall develop and maintain bylaws. Provisions in the bylaws (and revisions thereto) 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 or equivalent supervisor (hereafter, 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) On the other hand, 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 detailed 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 of the unit 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, then, within thirty (30) days of the dean’s receipt of them, the dean shall notify the affected faculty, the Vice President for Human Resources, and the UFF/UF President. The dean shall forward to the Vice President for Human Resources and the UFF/UF President all documents relating to the development and disposition of those bylaws.

(f) Final Resolution, if Necessary. Within fifteen (15) days of the dean’s notification, the Trustees’ representative and the UFF representative shall select a Neutral Umpire according to the procedures in Sections E.2 and E.8 of Appendix E. The Trustees’ representative, the UFF representative, and the Neutral Umpire shall comprise the hearing panel that shall bring about a resolution of the disputed issues.

(1) The hearing panel shall meet as soon as practicable to review the dispute and craft a recommended resolution of the disputed issues.

(2) The hearing panel may conduct their deliberations in any manner they find mutually acceptable.

(3) The recommended resolution must have the concurrence of at least two of the three members of the hearing panel.

(4) The hearing panel's recommended resolution is not binding in the sense that the dean is not required to implement a recommendation that is unworkable or unreasonable. However, the dean shall rely upon the hearing panel's recommended resolution in fashioning and implementing as soon as practicable an appropriate final resolution of the disputed issues. The dean's final resolution shall not be inconsistent with this Agreement.

(5) The final resolution shall be adopted into the unit's bylaws.

(g) 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.

(h) 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.

9.3 Any question regarding what constitutes a term or condition of employment shall be resolved pursuant to Chapter 447, Florida Statutes.

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 Trustees 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 Trustees 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 Trustees 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 Trustees recognize that internal and external forces may seek at times to restrict academic freedom, and the Trustees and their representatives 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 academic 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 oneself 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 Trustees 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 Trustees. 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 Trustees 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 Trustees' 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 Trustees and their representatives 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 Trustees and their representatives 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 Trustees and the UFF fully 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 Trustees and the UFF recognize their obligations under federal and State laws, regulations, and regulations prohibiting discrimination, and have made clear their support for the concepts of equal employment opportunity. 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 Trustees and the UFF shall implement programs, policies, and practices to facilitate proactively 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 31, 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, nor shall the Trustees or the UFF abridge any rights of faculty members related to union activity granted under Chapter 447, Florida Statutes, 2003, including but not limited to the right to assist or to refrain from assisting the UFF, or the exercise of any rights under this Agreement.

(3) Should state or federal law establish any additional protected category for claims of discrimination during the term of this Agreement, the Trustees and the UFF agree to modify the Agreement pursuant to the Amendment and Duration article.

(b) Harassment. Faculty members shall be protected from illegal harassment, including but not limited to harassment on the basis of race, age, gender, or disability, in accordance with federal and state law. Illegal harassment occurs when the workplace is permeated with intimidation, ridicule, and insult that is sufficiently severe or pervasive as to alter the conditions of the victim's employment or academic performance and create an abusive working environment. Workplace conduct is not measured in isolation — simple teasing, occasional incivility, off-hand comments, and isolated incidents (unless extremely serious) will not amount to discriminatory changes in the terms and conditions of employment

(1) Sexual Harassment. It is the policy of the University that each faculty member be allowed to work and study in an environment free from any form of discrimination. Sexual harassment is a prohibited form of sex discrimination under Section 703 of Title VII of

the Civil Rights Act of 1964, 42 USC Sec. 2000E-2(A), and is conduct unbecoming an employee as provided in Section 110.2 27, Florida Statutes. Sexual harassment is defined as unwelcome sexual advances, or requests for sexual favors, and other verbal and physical conduct of a sexual nature when:

- a. Submission to such conduct or request is made either explicitly or implicitly a term or condition of an individual's employment or academic status;
- b. Submission to or rejection of such conduct or request by an individual is used as the basis for employment or academic decisions affecting such individual; or,
- c. Such conduct or request has the purpose or effect of unreasonably interfering with an individual's work or academic performance or of creating a workplace permeated with intimidation, ridicule, and insult that is sufficiently severe or pervasive to alter the conditions of the victim's employment or academic performance and create a hostile or abusive work-related or academic environment.

(2) Title VII does not proscribe all conduct of a sexual nature in the workplace (EEOC, "Policy Guidance on Current Issues of Sexual Harassment," No. N-915-050, 3/19/90). However, even consensual sexual relationships may involve a conflict of interest. Conflicts of interest are subject to the provisions of Article 25, 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 Trustees 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) Furthermore, the Trustees 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 the faculty member.

(5) Policies and regulations regarding harassment shall be based on the definitions specified in Section 11.2(b), above, 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) **Informal Individual Action in Response to Possible 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, or who witness possible discrimination or harassment may try to resolve the matter informally by taking such actions as

- (1) Speaking up when the incident occurs and telling the offender in a clear and firm manner to stop the offensive behavior.
- (2) Communicating with the offender by writing a letter detailing your concerns and asking the person to stop the offensive behavior.
- (3) Keeping a written record and any evidence that would corroborate your perception of the events.

(4) Consulting with a professional counselor in the Employee Assistance Program (EAP).

a. The EAP counselor shall provide necessary information, various options, confidential advice, as well as counseling services, if requested.

b. The EAP counselor shall keep strictly confidential all particulars, including names, and shall not participate in the formal investigation or any subsequent reporting of the alleged incident.

(5) Seeking assistance to informally resolve the possible discrimination or harassment by contacting the Director for Equal Employment Opportunity Programs. The Director of Equal Employment Opportunity Programs may be required to report the matter to the Vice President for Human Resource Services.

However, faculty members should be aware that if they make a formal accusation of discrimination or harassment to an administrator or a faculty member with direct official authority over them, then that faculty member or administrator is required to report the accusation to the Vice President for Human Resource Services, who must then conduct an investigation.

(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 the Vice President for 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, or who witness what they believe to be discrimination or harassment, may take one of the following official actions:

(1) Have the Director of Equal Employment Opportunity assist in filing a formal complaint, which shall be referred to the Vice President for Human Resource Services; or

(2) File a formal complaint directly with the Vice President for Human Resource Services.

All formal complaints shall be investigated in accordance with the procedure described in Section 11.3, below.

(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 Trustees 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 30, Disciplinary Action.

(g) Disciplinary Action.

(1) If an investigation according to the procedures in Section 11.3, below, finds that discrimination or harassment has occurred, some level of formal sanction shall be imposed. The range of sanctions could include an oral reprimand, written reprimand, removal of supervisory authority or duties, suspension, or termination; the proper remedy has to be determined on a case-by-case basis. The sanctions shall be communicated in writing as a part of the faculty member's personnel file. In appropriate cases, counseling may be prescribed instead of disciplinary action. The complainant shall be advised of the action taken against the faculty member.

(2) Any faculty member in a position of direct official authority over other employees who has actual knowledge by direct observation or by receipt of a formal accusation of discrimination, or of harassment as defined in Section 11.2(b), involving any of those employees must report the matter directly to the Vice President for Human Resource Services. Failure to do so shall subject such faculty member to disciplinary action up to and including dismissal pursuant to the Disciplinary Action article of this Agreement.

(3) 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.

(4) Disciplinary actions shall follow the policy of progressive discipline, pursuant to Article 30, Disciplinary Action.

11.3 Investigation of Formal Complaints of Discrimination or Harassment. Charges of discrimination or harassment, including charges alleging a failure of the Trustees to protect faculty members from unlawful discrimination or harassment by students, shall be promptly investigated according to the following principles and procedures:

(a) An investigation of alleged discrimination or harassment shall be initiated when the offended individual files a formal complaint with the Vice President for Human Resource Services.

(b) Formal Investigation Procedure. All formal complaints that have been filed in accordance with this Article shall be promptly investigated according to the following procedures.

(1) Once a complaint has been properly filed, the Vice President for Human Resource Services shall appoint one or two trained professionals to investigate the alleged discrimination or harassment. Upon the appointment of the investigators, the Vice President shall immediately notify the accused, the complainant, the administrator responsible for the appointment and assignment of the accused if the accused is an employee, the dean of the appropriate college/unit, and the UFF that an investigation has begun.

(2) When notifying the accused, the Vice President for 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 accused and the Vice President for Human Resource Services may

mutually agree to a shorter waiting period before the initial interview takes place. The Vice President for Human Resource Services shall also 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. During these interviews the Vice President for Human Resource Services may instruct the accused not to speak to the complainant about any aspect of the complaint during the investigation except in the presence of an investigator.

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

(4) In the process of investigating discrimination or harassment 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 during the investigation the Vice President for Human Resources, the complainant, and the accused may agree to a resolution of the complaint, which shall end the investigation.

(7) Upon completion of the investigation, the investigators shall make a report of their findings to the Vice President for Human Resource Services, who shall forward the report to the accused individual, the accused individual's representative (if any), the complainant, the administrator responsible for the appointment and assignment of the accused if the accused is an employee, the dean of the appropriate college/unit, and the UFF.

(c) The investigative report shall contain at least the following information:

- (1) The nature of the complaint;
- (2) All formal statements by the parties;
- (3) A summary of the facts; and
- (4) A conclusion as to whether discrimination or harassment has occurred.

(d) The Trustees 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.

(e) The Vice President for Human Resource Services shall notify the complainant, the accused individual, the accused individual's representative (if any), the administrator responsible for the appointment and assignment of the accused if the accused is an employee, 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.

(f) 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, and the administrator responsible for the appointment and assignment of the accused if the accused is an employee, 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.

(g) In instances where no finding 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. No faculty member shall be refused a request 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 Consultation. As part of the consultation process described in Article 6, the parties agree to discuss efforts made to appoint and retain women, minorities, and other affected groups.

11.6 Grievance Procedures.

(a) Claims of discrimination or harassment brought against the Trustees or their representatives may be presented as grievances pursuant to Article 31, 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 31.

(b) Appeals of adverse employment decisions made against faculty members accused of discrimination or harassment may be presented as grievances pursuant to Article 31, Grievance Procedures and Arbitration.

ARTICLE 12: APPOINTMENT

12.1 Policy.

(a) The Trustees, working with the faculty, shall establish standards, qualifications, and criteria so as to fill appointment vacancies in the bargaining unit with the best possible candidates. A well-diversified faculty, including qualified women and minority faculty members, is consistent with this objective as well as the University's educational mission. Therefore, in order to achieve these ends, the Trustees shall authorize advertisement of positions and the recruitment of candidates and shall review the adequacy of efforts to develop applicant pools; faculty committees and other appropriate University officials shall develop applicant pools and receive and review applications; and the dean or equivalent administrator (hereafter, the "dean"), working with the faculty and appropriate other administrators, 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 Trustees shall give special consideration to funding for spousal/domestic partner appointments in the bargaining unit, in order to encourage and facilitate the offering of tenure or tenure-track appointments, shared appointments, or multi-year appointments to qualified spouses or domestic partners.

(c) A written commitment made by the Trustees or designee to a faculty member regarding the faculty member's appointment, or matters associated with the appointment, shall be subject to enforcement under Article 31, 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. Faculty members of lower or equivalent ranks and spouses/domestic partners of faculty members shall not be disadvantaged in the hiring process for that reason.

(b) Each candidate interviewed for a job position in the bargaining unit shall be provided with the URL addresses for the UFBOT-UFF Agreement and shall be advised, prior to the negotiation of the candidate's initial salary, how to access a listing of the salaries of faculty members in the department/unit, by rank and years of experience.

(c) Faculty search committees composed of faculty members from the appropriate department(s) or equivalent unit (hereafter, the "department") shall be established by the department chair (hereafter, "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) Faculty Search Committee's Review and Recommendation. The faculty search committee shall receive applications, screen candidates, and make recommendations for these appointment vacancies based upon the candidates' qualifications, competency, and other reasonable criteria and standards established by the Trustees and appropriate for the discipline, provided that in no case shall such criteria and standards violate the Nondiscrimination article of this Agreement.

(1) The appropriate personnel shall secure reliable and detailed information on prospective candidates and reach decisions on their relative merits. Final candidates shall receive information including title and nature of the position, salary, type of contract, basic assignment, primary emphasis of the department, normal instruction load and other duties, tenure and promotion status, requirements for tenure and promotion, salary increases, information on the University, and any other relevant information.

(2) If practicable, the candidates reaching the final stages of screening shall be invited to the campus for personal interviews with departmental faculty and appropriate officials.

(3) After the screening and interview process has been completed, the faculty members of the department shall vote by secret ballot to register their recommendations regarding the possible appointment of the candidates. The faculty search committee shall recommend to the chair for possible appointment those candidates, if any, that it deems acceptable and that have met the established standards, qualifications, competencies, and criteria appropriate to the discipline.

(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 and shall make the faculty's views known to the dean.

(2) The chair shall recommend to the dean those candidates that the chair deems acceptable and that have met the established standards, qualifications, competencies, and criteria appropriate to the discipline. 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 pursuant to Section 12.2(d) above, or if the dean finds none of the recommended candidates acceptable, then 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 based upon the candidate's qualifications and competencies, and the established standards and criteria appropriate to the discipline.

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) Date.
- (b) Professional Classification System title, class code, rank, and appointment status modifier, if applicable.
- (c) Department, program, college, or other employment unit.
- (d) The length of the appointment.
- (e) Percent of full-time effort (hereafter, "FTE") assigned.
- (f) Principal place of employment.
- (g) The minimum salary, if any, for the rank or job classification.
- (h) Salary rate.
- (i) A statement that the position covered by the appointment is (1) tenured or permanent status, (2) eligible for tenure or permanent status, or (3) not eligible for tenure or permanent-status.
- (j) The duties and responsibilities the faculty member may be assigned to perform in teaching, research, and service, or other assigned responsibilities, and a brief explanation and description of the annual evaluative process and criteria used in personnel decisions as set forth in the BOT-UFF Collective Bargaining Agreement.
- (k) 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.
- (l) The following statement: "This Letter of Appointment reflects any and all special conditions that were negotiated between you and the University and that the University has committed to honor. 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. The reason for the cessation of the special commitment or condition will be provided in writing. If a negotiated special condition or commitment by the University is not reflected in this Letter of Appointment, you should notify the appropriate administrator immediately. Upon notification of the omission of any valid special commitment or condition, the Letter of Appointment shall be revised, and the special condition shall not be obligatory

unless the parties execute a revised Letter of Appointment.” The Letter of Appointment shall be subject to enforcement under Article 31, Grievance Procedure and Arbitration.

(m) The following statement, if the appointment is not subject to the notice provisions of Section 13.3(b) of the BOT-UFF Collective Bargaining Agreement: “Your employment under this contract will cease on the date indicated. No further notice of cessation of employment is required.”

(n) The statement: “The BOT-UFF Collective Bargaining Agreement (Article 11) prohibits discrimination 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, *nor shall the Trustees or the UFF abridge any rights of faculty members related to union activity granted under Chapter 447, Florida Statutes.* Claims against the Trustees, charging such discrimination may be presented as grievances pursuant to Article 31, Grievance Procedure and Arbitration.”

(o) A statement informing the faculty member of the obligation to report outside activity and conflict of interest under the provisions of Article 19 of the Collective Bargaining Agreement.

(p) A statement that the faculty member’s signature on the standard employment contract shall not be deemed a waiver of the right to process a grievance with respect thereto in compliance with Article 31, Grievance Procedure and Arbitration.

(q) The statement: “If you have not been provided with a copy of the BOT-UFF Collective Bargaining Agreement, notify your supervisor and you will be given one.”

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, associate professor, professor or above, or the equivalent academic ranks in the instructional, research, or extension units or other academic functions, and personnel holding other specialty faculty titles or ranks. Equivalent faculty ranks may be granted in the scholar, scientist, engineer, and curator series.

(b) Appointments Classified by Duration of Time.

(1) Continuing — those appointments for periods of no more than a twelve- (12) month period (July 1 - June 30) but at least thirty-nine (39) weeks beginning with the Fall or Summer term. Twelve (12)-month appointments are known as “calendar year” appointments, and nine (9)-month appointments are known as “academic year” appointments.

a. Nine (9)-month (academic year) faculty appointments shall be for approximately thirty-nine (39) consecutive weeks and shall normally begin on the same date. However, the Trustees and the UFF recognize that there are exceptions to this provision and agree that the full academic-year salary rate associated with such appointments shall be paid across the appointment period. A supplemental appointment may be offered for all or part of the

remaining year.

b. No faculty appointment, including appointments to serve in academic-administrative classifications or administrative positions, shall be for a term exceeding a twelve (12)-month period ending June 30.

(2) Temporary — those emergency appointments for a period of time of less than thirty-nine (39) weeks of an academic year, or for a specific or limited period of time. If an appointment is temporary, the contract or letter of appointment shall so state and notice of non-renewal is not required.

(3) Multi-year — those appointments for a fixed term as indicated in the employment offer and appointment. The multi-year contract cannot exceed five (5) years. Persons with such appointments shall not receive a notice of non-renewal during the term of the specified multi-year appointment. The appointment shall expire at the end of the specified multi-year period, and no further notice of cessation of employment is required.

(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, or Notice of Appointment, shall state: “Your employment under this contract will cease on the date indicated. No further notice of cessation of employment is required.” Whenever the foregoing statement has been included in the letter, or notice, the employee shall not thereafter be entitled to any further notice that the appointment will not be renewed.

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

(e) Faculty with Administrative Appointments.

(1) A faculty member appointed to an administrative classification 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, consistent with this Agreement.

(2) Administrative appointments do not affect the tenure or permanent status of the faculty member.

(f) Renewal of Appointments. After the initial appointment, a faculty member shall

be officially 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 30, Disciplinary Action and Job Abandonment. The terms of the renewal of the appointment shall be consistent with the degree of effort (FTE) and the duration of time (calendar or academic year) of the original 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 relate 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 Trustees 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.

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(3) Mentor Program.

a. The appropriate administrator shall select "mentors" from among the P. K. Yonge faculty. The administrator shall notify faculty of the selection process for the "mentor" program.

b. No faculty member shall be required to be a "mentor."

c. Prior to accepting a position as a "mentor," a faculty member shall be provided with a written description of the role of the mentor, which will include responsibilities, available released time, in-service requirements, an approximation of the time required, and any supplement to be paid.

(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 officially 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 and appropriate other administrators, shall develop the criteria and procedures for an initial or successive multi-year appointment in each department or college.
- a. The criteria used to determine in which instances to offer 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 request and written documentation to the department chair, pursuant to written procedures established in the appropriate department's policies.
 - 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 endeavor to notify the faculty member in writing by July 1, but in no event later than 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 having appropriate professional qualifications but not expected to be available for more than a limited period, normally one year, or to a person in a position that the Trustees do not expect to be available for more than a limited period.
 - (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) Regardless of rank, 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 calendar year appointment may request an academic year appointment, or an annual-leave-accruing appointment of less than twelve (12) months but more than nine (9) months. Similarly, a faculty member serving on an academic-year appointment may request a calendar-year appointment or an annual-leave-accruing appointment of less than twelve (12) months but more than nine (9) months. The Trustees shall carefully consider such requests. If the requested change is denied, the Trustees shall provide written notice of the reasons for the denial.

(1) Upon approval by the Trustees, 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 calendar-year to an academic-year appointment, or by 122.2 percent when changing from an academic-year to a calendar-year appointment.

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

(3) The Trustees shall establish a written policy, which shall be available in the Office of Academic Affairs and each college, for adjusting to an academic-year salary the calendar-year salary of faculty members who are entering the bargaining unit from administrative duties and who have had no previous bargaining-unit salary to adjust back to as described above.

(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 (teaching, research/scholarship/creative activities, and service).

(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 or permanent-status-earning position shall not have the appointment reduced

without the faculty member's expressed written approval.

12.6 Salary Rate Calculation and Payment.

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

(b) Twelve-Month Payment Option. The Trustees shall examine twelve-month payment options under which faculty members on nine-month contracts shall have the option of being paid their nine-month base salary over a twelve-month period. The results of the study will be shared with UFF within one year after the signature date for this Agreement. Implementation will be a matter for Collective Bargaining.

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 Trustees 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 appointments 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, including but not limited to academic freedom and freedom from discrimination.

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 30, Disciplinary Action and Job Abandonment, or a layoff pursuant to Article 33, Layoff and Recall, of this Agreement.

(b) Tenure-accruing and Permanent-status-accruing Faculty. The appointment of a tenure-accruing or permanent-status-accruing faculty member shall be renewed annually until the end of the tenure or permanent-status 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, and Non-permanent-status-accruing Faculty. The Trustees or their designees, 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 or permanent-status-accruing appointment in accordance with the provisions of this Agreement. The decision not to renew a faculty member's appointment may not be based on constitutionally impermissible grounds.

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 who are 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 the 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 prior to his or her last day of employment.

(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 that they will not be offered further appointment according to the following terms:

(1) For faculty members in their first two (2) years of continuous university service, one semester (or its equivalent, 19.5 weeks, for faculty members appointed for more than an academic year) prior to the last day of employment;

(2) For faculty members in their third contract year of employment or beyond, twelve months prior to the last day of employment;

(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.

(4) The provision of notice under this section does not provide rights to a summer appointment beyond those provided in the Summer Contracts and Assignments article of this Agreement.

(c) Prior to the transmission of the notice of non-renewal, the President or designee 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 Trustees are not renewing the employment contract;

(2) A reference to the meeting held with the President or designee 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 31, 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 31, 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 is entitled to written notice of non-renewal in accordance with the provisions of Section 13.3 and 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 President or designee 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 Trustees do not comply with providing proper notice, as required in subsections (b)–(e), above, the faculty member’s employment shall be continued for no less than one additional year.

(h) Reassignment.

(1) Following the delivery of the notice of non-renewal, the Trustees or designees may, at any time, 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 Trustees from their 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 31, 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 statement of the basis for the decision not to non-renew or receipt of the notice of non-renewal if no statement is requested.

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 Trustees 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) All persons on the recall list shall regularly be sent the position vacancy announcements. For this purpose, it shall be the faculty member’s responsibility to keep the Trustees advised of the faculty member’s current address.

(2) Should a vacancy occur at another university within the State, the faculty member may apply for the position.

(3) 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, when possible, to provide the Trustees 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 Trustees 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 Trustees 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 (hereafter, the “department”).

(e) The Trustees 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 Trustees or designee to a faculty member regarding the faculty member’s assignments or matters associated with the assignments shall be subject to enforcement under Article 31, Grievance Procedure and Arbitration.

14.2 Considerations in Assignment.

(a) The Trustees 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 and is not easily quantifiable.

(b) In making assignments, subject to the provisions of this Agreement, the Trustees have the right to determine the types of duties and responsibilities that comprise the professional obligation and to determine the mix or relative proportion of effort a faculty member may be required to expend on the various components of the obligation.

(c) The Trustees properly have the obligation constantly to monitor and 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 and shall make a good faith effort to accommodate a faculty member's teaching preferences to the extent practicable.

(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 Trustees or designees shall also be guided by the following considerations:

- (1) the needs of the program or department;
- (2) the faculty member's qualifications and experiences, including professional growth and development and preferences;
- (3) the character of the assignment, including but not limited to
 - a. the number of hours of instruction;
 - b. the distribution of day, evening, and weekend courses;
 - c. the number of hours between the beginning of the first assignment and the end of the last assignment in any one day (normally a maximum of 8 hours);
 - d. the number of hours between the end of the last assignment and the beginning of the next assignment (normally at least 12 hours);
 - e. the preparation required;
 - f. whether the faculty member has taught the course in the past;
 - g. the average number of students enrolled in the course in past semesters;
 - h. the time required by the course;
 - i. whether travel to another location is required;
 - j. the number of preparations required;
 - k. the faculty member's assignments in other semesters;
 - l. the terms and conditions of a contract or grant from which the faculty member is compensated;
 - m. the use of instructional technology;
 - n. the availability and adequacy of materials and equipment, facilities, secretarial services, student assistants, and other support services needed to perform the assignments; and
 - o. any changes which have been made in the assignment, including those that may have resulted from previous evaluations of the faculty member; and
- (4) 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.
- (5) 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. No more than three separate, unrelated academic classroom subjects shall be assigned to faculty members teaching in middle school or high school.

14.3 Initial and Subsequent Assignments.

(a) Communication of Assignment.

(1) Except for an assignment made in the first year of a faculty member's employment, the person responsible for making an assignment shall notify the faculty member in writing of the faculty member's tentative assignment for the next academic year well in advance of making the final written assignment. For returning faculty members, this tentative assignment of responsibilities shall be provided no later than May 1, unless the assignment must be subsequently changed pursuant to Section 14.3(b), below. 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 Trustees 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 Trustees shall make a reasonable and good faith effort not to change the same faculty member's teaching assignment less than four (4) weeks prior to the first class session in two consecutive academic years.

(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 and determining how much weight to give them, if any.

(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 the teaching takes place. An appropriately certified faculty member who volunteers shall be considered for such changes before other faculty members.

(6) A change in assignment shall not be made as a means of retaliatory action. However, the Trustees may change a faculty member's assignment as a consequence of disciplinary action that is being imposed.

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. Such opportunity does not require a rotation of assignments in the department.

(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. If

it is determined that a faculty member has not received assignments that provide equitable opportunities to meet the required criteria for promotion, then the faculty member must receive a timely appropriate adjustment in the faculty member's assignment that corrects the inequity. The faculty member's annual assignments shall be included in the promotion file.

(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. The faculty member's annual assignments shall be included in the tenure file.

(1) If it is determined that a faculty member has not received assignments that provide equitable opportunities to meet the required criteria for tenure, then the faculty member must receive a timely appropriate adjustment in his/her assignment that corrects the inequity. The faculty member's annual assignments during the tenure probationary period shall be included in the tenure file.

(2) 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 to meet the required criteria for merit salary increases, then the faculty member must receive a timely appropriate adjustment in the faculty member's assignment that corrects the inequity. The fact that the faculty member was not provided such equitable opportunity shall be taken into account when determining merit salary increases.

14.5 Resolution of Assignment Disputes.

(a) A faculty member shall, upon written request, promptly be granted a conference with the person responsible for making the assignment to express concerns regarding the considerations listed in subsection 14.2(g). If the conference with the person responsible for making the assignment does not resolve the faculty member's concerns, the faculty member shall promptly be granted, upon written request, an opportunity to discuss those concerns with an administrator at the next higher level. If the faculty member's concerns are not resolved, the administrator shall inform the faculty member of his/her right to address the matter through the expedited Neutral Umpire procedure described in Appendix "E". 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) Definition of an "Arbitrary or Unreasonable" Assignment. For the purpose of applying this principle to assignments, 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 Trustees or designees 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.

(6) A faculty member teaching in middle school or high school at the P. K. Yonge Developmental Research School is assigned to teach more than three separate, unrelated academic classroom subjects or more than one academic subject during a class period.

(d) If a faculty member believes that the assignment of a course is arbitrary or unreasonable, the faculty member should proceed to address the matter through the expedited Neutral Umpire procedures in Appendix "E" of this Agreement, which shall be the exclusive method for resolving such disputes. Other claims of alleged violations of the Agreement with respect to faculty assignments are subject to the provisions of the Grievance Procedure and Arbitration article.

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, including concerns regarding considerations in assignment as described in Section 14.2, above.

(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 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, pursuant to Florida Statutes, 112.061 (2006).

14.7 Schedule of Assigned Duties.

(a) Supervisors are encouraged to make appropriate reductions or adjustments in the number of hours scheduled in recognition of evening, night, and weekend assignments, and for periods when a faculty member is on call. Evenings, nights, and weekends when a faculty member is on call shall be considered in making other assignments. See Section 22.5 regarding schedule adjustment for holiday assignment.

(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. Within each semester, activities referred to above 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 Trustees 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 and shall not normally exceed 250 contact minutes per day.

(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.

(f) "Job sharing" shall be permitted on a voluntary basis between two faculty members under the conditions described in Section 12.4(i) of this Agreement.

14.8 Scheduled Meetings and Planning Time for P. K. Yonge Faculty. No later than the first day of pre-school planning, the Trustees 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 only be held during the instructional workday, and in no case shall a faculty meeting extend the workday unless agreed upon by a majority vote of the faculty members present. 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 not less than sixty (60) minutes per day 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 Trustees 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 unrelated 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 Trustees 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 Trustees provide sufficient and adequate equipment to accommodate the students assigned in them. If the Trustees do 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 and, if feasible, appropriate manuals for technological hardware and/or software assigned to the faculty member.

(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 faculty member shall notify the principal when the faculty member receives faulty, unusable, or defective supplies or materials. Such notification shall normally occur within one month of the receipt of such materials or supplies.

(4) Monies allotted to a faculty member or department for supplies and materials shall not be reduced if these faulty, unusable, or defective supplies or materials are returned and credited to the school.

(5) 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.

(6) 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) An overload assignment shall be offered equitably and as appropriate to qualified faculty members in sufficient time to allow voluntary acceptance or rejection.

(d) As compensation for an overload assignment, the Trustees shall offer the faculty member either

(1) financial compensation; or

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

(e) Monetary compensation for overload assignments shall be paid from OPS, not Salary dollars. OPS payments do not qualify for retirement compensation or credit, and no retirement compensation shall be provided for the portions of the faculty member's overload assignment made by OPS payment.

14.11 Instructional Technology. Provisions in this Agreement relating to instructional technology, including aspects that must be considered in making assignments, are contained in Article 25, Intellectual Property.

ARTICLE 15: OFFICE SPACE AND SAFE CONDITIONS

15.1 Office Space.

(a) The Trustees 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 functioning door lock, except in a rare and unusual 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 (hereafter, "department") may be provided office space on a shared basis if shared office space is commensurate with their assigned duties and it is not possible to provide individual offices, or if such faculty volunteer to share office space in exchange for compensatory special arrangements. Full-time faculty members who provide confidential counseling services with the title psychologists, psychiatrists, student counseling specialists or other mental health clinical faculty, have responsibilities that require having individual offices, unless there is a rare and unusual circumstance where to do so would not be reasonably possible. If office space is provided on a shared basis, each faculty member sharing such space shall be provided with secure individual storage space.

(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 substantially the faculty member's work effectiveness. The faculty member shall be provided the reason(s) necessitating the change or alteration.

(1) The Trustees shall provide assistance in moving University supplies and equipment.

(2) A change in office space shall not be made in retaliation for protected conduct.

15.2 P. K. Yonge Faculty Lounge. In the next new building constructed on the P. K. Yonge campus, the Trustees shall make available to the P. K. Yonge faculty at least one (1) furnished and ventilated faculty lounge that is not available to students.

15.3 Safe Conditions. No faculty member shall be required to work under conditions that violate safety or health rules applicable to the University.

(a) Whenever a faculty member reports a condition that the faculty member feels represents a violation of safety or health rules and regulations, the appropriate administrator shall promptly investigate such conditions.

(b) The appropriate administrator shall reply to the concern as soon as practicable. The reply shall be in writing, if the faculty member's concern was communicated in writing. Upon conclusion of the investigation, the administrator shall inform the faculty member of what action is being taken, if action is necessary.

(c) 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 should be encouraged to and may attend professional meetings, conferences, and other professional activities, with the approval of the chair or supervisor (hereafter, "chair") of the department or equivalent unit (hereafter, "department"), 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 written policies mutually developed by the chair and department faculty. These written policies must be approved by the chair and by a majority vote of the department faculty. Such policies shall be posted on the department's website.

(d) The Trustees and the UFF recognize the desirability of reducing as much as possible the bureaucracy associated with the application for and distribution of travel funds. Therefore, the Trustees shall seek to have as many of the decisions for travel funding as possible take place at the department level and shall seek to minimize the overall time required to process funding requests.

16.2 Reimbursement. When funds are available, the faculty member's expenses in connection with meetings, conferences, or other professional activities shall be reimbursed at 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 Trustees 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 Trustees 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.

16.4 Secondary Place of Employment. Necessary travel expenses, including overnight lodging and meals, for all assignments more than fifteen (15) miles from the faculty member's principal place of employment shall be paid at no less than the State rate, pursuant to Florida Statutes, 112.061 (2006) and Section 14.6(b) of this Agreement.

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 or equivalent unit (hereafter, the “department”), college, and University.

(c) Summer appointments and assignments shall be offered equitably and as appropriate to qualified faculty members, not later than five weeks prior to the beginning of the appointment, if practicable, in light of faculty expertise, student demand, and unit, college, and university needs and in accordance with Section 17.2, below. No nine-month faculty member shall be required to accept a summer appointment nor shall the faculty member be retaliated against for declining to accept a summer appointment.

(d) The summer appointment and assignment criteria and procedures shall be made available to each faculty member eligible for a summer contract.

(e) A faculty member shall receive approximately the same total salary for teaching a course during a summer appointment as the faculty member received for teaching the same course or a course similar in credit hours and content during the academic year, regardless of the length of the summer appointment.

17.2 Offering of Summer Appointments.

(a) The chair or designee who schedules summer courses shall consult with the faculty members about which courses they are qualified and available to teach.

(b) 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 and shall not be arbitrary or unreasonable as described in Section 17.4(c).

(c) P. K. Yonge Summer Appointments. The following provisions apply only to those summer teaching appointments funded through the use of FEFP State funds.

(1) Summer teaching appointments shall be offered equitably and as appropriate to qualified faculty members in a timely manner in accordance with Section 17.2.

(2) Faculty members shall receive approximately the same hourly rate for teaching a course during a summer appointment as they received for teaching the same or similar course during the academic year, regardless of the length of the summer appointment.

17.3 Summer Assignments.

(a) The summer instructional assignment, like that for the academic year, includes the normal activities related to the course(s) in question, such as appropriate course/instructional preparation, lecturing, supervision, grading, and appropriate availability for consultations and

conferences with students in the course. The summer instructional assignment 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 Assignment.

(1) If a course reassignment is necessary, the faculty member shall be notified no later than one week in advance of the starting date of the newly assigned course, if practicable.

(2) If a faculty member has been assigned or reassigned a course less than one week prior to the first class session, such circumstances shall be taken into consideration when reviewing student evaluations of the course and determining how much weight to give them.

(c) P. K. Yonge Summer Assignments. P. K. Yonge faculty members employed full-time during the summer shall be provided one planning period during the day. Part-time faculty members shall be provided a proportional planning period. Compensation for the planning period shall be at the same hourly rate as that for teaching a course during a summer appointment.

17.4 Resolution of Appointment and Assignment Disputes.

(a) A faculty member shall, upon written request, promptly be granted a conference with the person responsible for making the summer appointment or assignment to express concerns regarding the potential summer appointment or assignment. If the conference does not resolve the faculty member's concerns, the faculty member shall promptly be granted, upon written request, an opportunity to discuss those concerns with an administrator at the next higher level. If the faculty member's concerns are not resolved, the administrator shall inform the faculty member of his/her right to address the matter through the expedited Neutral Umpire procedure described in Appendix "E".

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

(c) Definition of "Arbitrary or Unreasonable." For the purpose of applying this principle to summer appointments and assignments, a summer appointment or assignment shall be deemed arbitrary or unreasonable if one or more of the following applies:

(1) The appointment (or lack thereof) was not offered equitably in accordance with the approved written department bylaw for offering summer appointments, pursuant to Section 17.2. In the absence of any such department bylaw, the Neutral Umpire shall decide whether the appointment was offered equitably based on his/her own judgment in light of the facts of the case.

(2) The appointment offer or course assignment was made without providing the faculty member assigned the course with the opportunity to consult about the appointment or assignment, pursuant to Section 17.4(a), above.

(3) After consulting the faculty member, the Trustees or designees did not make a fair and reasonable attempt to accommodate the faculty member's circumstances within the parameters of the established summer schedule. In this regard, the parties recognize the

following:

a. Summer appointments and 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 appointment or assignment.

(4) 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.

(5) 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.

(d) If a faculty member believes that the summer appointment or assignment of a course is arbitrary or unreasonable, the faculty member may address the matter through the expedited Neutral Umpire procedures in Appendix "E," which shall be the exclusive method for resolving such disputes.

17.5 Compensation.

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

(b) College/School Determination of Summer Pay. Beginning with Summer 2010 each college or school (hereafter, "college") shall have a written policy for the compensation of summer course assignments, which shall uniformly govern all units in the college or school. The policy does not have to comport with Section 17.5(c), in which case the policy shall henceforth supersede that subsection, or the policy may elect to continue summer pay in accordance with Section 17.5(c). But no college or school may decline to establish a policy.

(1) Each college's summer-assignment compensation policy must be created according to the process defined in Article 9, Bylaws Governing Terms and Conditions of Employment.

(2) The creation of the college's summer-assignment compensation policy shall be completed in accordance with Article 9 on or before March 15, 2010. If the policy is not enacted by March 15, 2010, the dean shall establish the summer-assignment compensation policy for Summer 2010 only and his/her Summer 2010 policy shall not define the status quo.

(3) In the event the dean establishes the summer-assignment compensation policy for Summer 2010, the process for the creation of the college policy according to the process defined in Article 9 shall continue until completion. Upon completion, the policy shall go into effect for Summer 2011 and thereafter for the duration of this Agreement.

(4) The Trustees shall submit to the UFF a copy of each college's summer compensation policy on March 31, 2010, and shall subsequently submit any changes in a college's summer salary policy within two (2) weeks of its adoption.

(c) An employee shall receive approximately the same total salary for teaching a course during a summer appointment as the employee received for teaching the same course, or a

course similar in credit hours and content during the academic year, regardless of the length of the summer appointment. The process for computing this salary, which is equivalent to the amounts described in subsections (1)–(3) below, is described in footnotes * and **.

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

(2) For each four-credit-hour course assigned during the summer, a faculty member shall receive approximately 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.

(d) 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 Trustees 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 assignment.

(e) Faculty members who have not been assigned a summer course shall not be required to undertake committee work without compensation for such work.

(f) 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.

(g) Compensation for P. K. Yonge faculty members shall be as described in Sections 17.2(c)(2) and 17.3(c) above.

* The salary for a summer appointment specified in subsections 17.5(c)(1)–(3) is computed in accordance with the following formula:

Salary for Summer Appointment = (Biweekly Salary Rate During Semester Appointment) x (FTE for Summer Appointment) x (Number of Pay Periods in Summer Appointment).

The appropriate FTE corresponding to the salary is computed in accordance with the following formula:

FTE for Summer Appointment = (FTE for Semester Instructional Assignment**) x (Number of Weeks [19.5] in Semester Appointment) ÷ (Number of Weeks in Summer Appointment) + (Other FTE for research, service, and other credit generating activities, if assigned).

** This instructional FTE will ordinarily be that assigned to a course offered during the

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

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 that faculty member's performance of assigned duties by providing written constructive feedback that will assist in improving the faculty member's performance and expertise.

(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, their most recent promotion, or the last decanal recommendation that they receive a Salary Performance Plan award. The purpose of this evaluation is to document 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/ or supervisor (hereafter, "chair") a report of the faculty member's annual activities in teaching, research/scholarship/creative activities, service, and other University duties for that year.

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

(2) The faculty 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, where appropriate and available, 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, including public school officials when a faculty member has a service assignment to the public schools. Any materials to be 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 Trustees may conduct classroom observation or visitation in connection with the faculty member's evaluation.

(a) Absent the exceptional circumstances described in subsection 18.3(a)(2) below, 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.

(1) Alternatively, if such classroom observation or visitation will be made, the faculty member shall be notified at least two (2) weeks in advance of the period (for example, a semester) over which no less than two (2) observations will be made.

(2) 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.

(b) A written report of the observation/visitation shall be submitted to the faculty member within two (2) weeks of the observation/visitation. If the observation/visitation involves a course that was assigned to the faculty member with less than six (6) weeks notice, such change shall be noted in the report. 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.

(c) Peer Assessment. A faculty member has the right to have the chair assign 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 peer evaluator/colleague 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 carefully 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.

(1) The evaluation shall include consideration of 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) The evaluation shall include consideration of other assigned university teaching duties, such as advising, counseling, supervision of interns, or duties of the position held by the faculty member.

(3) The evaluator shall take into account 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) The chair shall consider 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 as the UFF/UF President, service on the UFF bargaining team, or service as an official UFF grievance representative shall be considered significant service for the purposes of this subsection.

(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, described in Section 18.5, 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 above.

(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. However, in accordance with subsection 18.6(c) above, the department may allow for an evaluation period for research/scholarship/creative activity of up to three (3) years.

(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 no later than January 15, or as soon thereafter as is feasible.

(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 shall complete the annual evaluation taking into account the faculty member's annual report and other sources of evaluative information referenced in Sections 18.2, 18.3, and 18.7(c) and (d) above, and both the University's criteria and the department's discipline-specific clarifications referenced in Sections 18.5 and 18.6, above. 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 May 1, the chair shall provide to the faculty member the proposed written annual evaluation, may include the faculty member's annual assignment for the next academic year, 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 evaluation is to document 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 in the evaluation.

(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 the 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) The Trustees 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. No employee shall be evaluated as deficient in oral English language skills unless proved deficient in accordance with the appropriate procedures and examinations established by Section 1012.93, Florida Statutes, and Board of Regents regulation, for testing such deficiency.

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

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

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

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

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

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 Administration 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 Trustees also have the right to 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 Trustees, its officials, agents, and designees 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 selected as such by the Trustees and made available by the Trustees to the public on a regular basis.

(2) In the event a grievance is filed, the Trustees, 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 PERMANENT STATUS

19.1 Definition and Policy. Tenure, a status that is subject to approval by the Board of Trustees before it is granted, is one of the principal means by which the quality of the university is maintained and developed. It assures the faculty member immunity from reprisals or threats due to an intellectual position or belief that may be unpopular. Permanent status is also subject to approval by the Board of Trustees.

(a) 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 or permanent status 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 or permanent status 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.

(b) A faculty member who has been awarded tenure or permanent status shall have the status of a permanent member of the faculty and remain in the continuing employment of the University until the faculty member voluntarily leaves the employment of the University; voluntarily retires; is dismissed for cause under the provisions of Article 30, Disciplinary Action and Job Abandonment, of this Collective Bargaining Agreement, which govern the termination of faculty employment; is discontinued from employment pursuant to the layoff provisions of Article 33, Layoff and Recall, of this Collective Bargaining Agreement; or dies.

(c) Tenure shall be in an academic department or other appropriate administrative unit (hereafter, "department"). With the written consent of the Provost, 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.

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

(e) 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.

(f) An eligible faculty member may initiate the application for tenure at any time prior to the beginning of the last year of the tenure probationary period, and the department chair shall initiate the tenure nomination process upon that request. 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 (explained in Section 19.5, below) shall be identical to those that would be applicable to that faculty member in the faculty member's last year of the probationary period.

(g) The President shall have the responsibility of submitting nominations for the awarding of tenure to the Board of Trustees. Upon nomination by the President and approval by the Board of Trustees, tenure shall be granted.

(h) Tenure/Permanent Status upon Appointment. The Trustees may grant tenure or permanent status to a faculty member at the time of initial appointment at the request of the faculty of the affected department(s), the chair or equivalent (hereafter, the “chair”) of the affected department(s), and the dean or equivalent (hereafter, the “dean”) of the affected college or equivalent unit (hereafter, the “college”).

(1) Requests for tenure/permanent status upon appointment shall be submitted to the President (or designee) with a statement of the reasons for the request and supporting documentation, including but not limited to, a copy of the nominee’s resume and the vote of the appropriate departmental or unit faculty. This statement shall set forth the special circumstances that warrant granting tenure/permanent status as a condition of employment, including a brief summary of the nominee’s academic credentials and employment.

(2) If the President (or designee) approves the request, the letter of offer of appointment to the nominee shall address the tenure/permanent status issue by indicating that the recommendation for tenure/permanent status will be sent to the Board of Trustees for its consideration and decision. An assurance that the internal procedures for tenure approval were followed, including the results of the vote of the appropriate departmental or unit faculty, must also be submitted to the President (or designee) with the appropriate documents.

(3) The tenure/permanent status recommendation shall be acted upon at the first Trustee meeting immediately following the acceptance of employment.

(i) Tenure/permanent status shall not extend to administrative appointments.

(1) Tenured/permanent status faculty members appointed to administrative positions shall retain tenure/permanent status in the faculty rank, but tenure/permanent status shall not apply to or be held in any administrative positions or classifications.

(2) If a non-tenured/non-permanent-status faculty member is appointed to serve in academic-administrative classifications or administrative positions, he or she shall be eligible for tenure/permanent status only in the faculty rank, but not in the administrative position. Only that portion of the assignment that is not administrative shall be considered in the tenure process.

(3) Consideration for tenure during an administrative appointment shall be based on the faculty duties in teaching, research/scholarship/creative activity, or service evaluated under the University’s criteria for tenure and promotion and shall not be based on the administrative portion of the assignment.

19.2 Eligibility.

(a) Faculty members with the rank of Assistant Professor, Associate Professor, Professor, or the equivalent (such as Assistant Librarian, Associate Librarian, Librarian, Assistant Curator, Associate Curator, or Curator), shall be eligible for tenure, and faculty members with the rank of University School Instructor, University School Assistant Professor, University School Associate Professor, and University School Professor shall be eligible for permanent status. The Trustees may designate other positions as tenure earning and shall notify the faculty member of such status at the time of initial appointment.

(b) The appointment or employment requirement for a tenured/permanent status faculty member shall be consistent with the degree of effort and duration of time (academic-year or 12-month appointment) in which the faculty member was granted tenure or permanent status.

(1) Faculty who have been appointed to a tenure- or permanent-status-accruing position at less than 1.00 full-time equivalent (FTE) shall be awarded tenure or permanent status at the percentage of full-time effort (FTE) assigned at the time of the initial appointment in the tenure- or permanent-status-accruing position.

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

(c) **Transfer of Tenure/Permanent Status and Tenure/Permanent Status Eligibility.** When a tenured/permanent status or tenure-earning/permanent-status-earning faculty member is transferred as a result of a reorganization or program curtailment within the University and is employed in the same or similar discipline in which tenure was granted, the faculty member's tenure/permanent status or tenure/permanent status eligibility shall be transferred to the new department. While no department or unit of the University is obliged to accept the transfer of a faculty member from another unit or units, if a tenured/permanent status faculty member of a department or unit is offered employment and accepts such a transfer, the academic department or unit must recognize the tenured/permanent status standing already attained by the transferring faculty member. The acceptance of a transferring faculty member is conditioned upon an affirmative vote of the tenured/permanent status faculty members of the academic department or unit within which the faculty member will hold tenure/permanent status. A report of the transfer shall be submitted through the appropriate administrative channels to the Office of the Provost.

19.3 **Tenure Probationary Period.** 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. "Tenure probationary period" (or "probationary period") shall be 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 probationary period for permanent status is addressed separately in Section 19.11.

(a) The tenure probationary period for each faculty member in a college shall be as follows, unless a majority of the tenured and tenure-earning faculty in the college votes to establish a tenure probationary period of a different length:

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

(b) 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 the beginning of the last year of the tenure probationary period.

(c) Early Consideration for Tenure.

(1) A faculty member may apply for tenure at any time prior to the beginning of the last year of the tenure probationary period, and the department chair or equivalent administrator shall initiate the tenure nomination process upon that request.

(2) Faculty members being considered for tenure prior to the beginning of the last year of the probationary period may withdraw from consideration without prejudice. The withdrawal from consideration for tenure must be made prior to the President's official notification.

(d) Definition of Qualifying Service.

(1) One year of academic service shall mean employment at 1.0 FTE during at least thirty-nine (39) weeks of any twelve (12) month period beginning with the Fall term. Employment for one semester (or at least nineteen (19) weeks) shall constitute one-half year of academic service. A 12-month faculty member should have been employed by November 7 for the first academic year of employment to count as one year of eligibility.

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

(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 parent institution or the University System, shall be considered a part of the tenure probationary period, unless there is an agreement to the contrary between the faculty member and the Trustees prior to the commencement of the joint appointment, exchange, or special assignment.

(4) A semester (or a 19.5 week period for 12-month faculty) 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 (or 19.5 weeks for 12-month faculty) 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.

19.4 Extension of the Probationary Period for Tenure or Permanent Status.

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

(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; 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. 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, 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 other dependent or relative who lives in the faculty member’s household.

(b) Any faculty member requesting an extension of the probationary period must make such request in writing to the faculty member’s department chair no later than twenty-four (24) months after the onset of the circumstances forming the basis of the request, but in no event later than March 31 prior to the final year of the probationary period.

(1) The requesting faculty member must set forth the circumstances warranting the request and, if requested, shall provide appropriate written documentation to substantiate the request.

(2) The request must be forwarded to the Provost by the department chair and the dean. Recommendations from the department and college level must specifically indicate agreement or disagreement with the request and the grounds for that recommendation.

(3) The Provost has the 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. Events that occur after February 28 prior to the final year of the probationary period cannot be the basis for a request under Section 19.4(a).

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

(d) In addition, at any time before the President’s final decision on the tenure nomination, a faculty member may request a one-year extension of the probationary period in extraordinary circumstances where the extension is necessary to allow the candidate to demonstrate professional excellence and capacity for future academic productivity.

19.5 Criteria for Tenure and Basis for the Tenure Decision. The awarding of tenure to a faculty member 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 departments in terms tailored to the department disciplines.

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

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

(1) Instruction, including regular classroom teaching direction of theses and dissertations, academic advisement, extension programs, and all preparation for this work

including study to keep abreast of one's field;

- (2) Research or other creative activity including scholarly publications; and
- (3) Professional or public service.

(c) In most cases, tenure requires distinction in two of the three assignment categories (teaching, research/scholarship/creative activity, service), one of which shall be that of the faculty member's primary responsibility. "Distinction" in the assignment 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 Tenure Criteria. The chair and the faculty in each department shall develop and maintain written clarifications of the University's tenure 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-earning 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, so that department faculty have an equitable opportunity to earn tenure, regardless of their assignments;
- b. be detailed enough that a reasonable faculty member should be informed about what performance or accomplishment is sufficient in teaching, research/scholarship/creative activity, and service to earn tenure, 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 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 various research/scholarship/creative activities and the outlets in which candidates might be reasonably expected to publish, exhibit, or perform.

(3) 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 tenure criteria, whether or not such material was produced during the probationary period.

(e) In assessing whether the faculty member has satisfied the criteria for tenure, 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 tenure decision shall take into account the following:

- (1) Annual assignments.
- (2) Annual performance evaluations.
- (3) No fewer than five and no more than six letters of evaluation from outside the University addressing the faculty member's research and scholarly/creative activity, unless the college faculty have approved a different number of required outside letters pursuant to Section 19.8(f)(7). If the extraordinary situation ever arises where more than the maximum

number of letters allowable is received, the chair must include all the letters, along with an explanation of why an additional letter exists.

(4) Fulfillment of the established written tenure criteria, in relation to the faculty member's assignments. Pursuant to Sections 14.4 and 19.5(d)(1)a., the faculty member must have been given assignments that provided equitable opportunities, in relation to other faculty in the same department, to meet the required criteria for tenure.

(f) Faculty members eligible for tenure shall be given a copy of the criteria for tenure, including the written discipline-specific departmental clarifications of those criteria. These criteria, including any modifications that are made pursuant to Section 19.6, below, 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 the Effect on Faculty Members. The Trustees may modify the criteria for tenure 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. Any proposal to develop or modify tenure criteria, including the written discipline-specific departmental clarifications of those criteria, shall be available for discussion by members of the affected departments before adoption.

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

(b) Changes in tenure 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 Trustees or designee. The date of adoption shall be the date on which the University President or designee approves the changes.

(c) Effect on Faculty Members.

(1) If a faculty member has at least three (3) years of tenure-earning credit as of the date on which the new tenure criteria are adopted, the faculty member shall be evaluated for tenure under the tenure criteria as they existed prior to modification, unless the faculty member notifies the Trustees or designee at least thirty (30) days prior to commencement of the tenure consideration that the faculty member chooses to be evaluated under the modified criteria.

(2) The provisions of this Agreement requiring that assignments afford equitable opportunities to meet the required criteria for tenure shall also apply to modified tenure criteria, including the discipline-specific departmental clarifications of those criteria.

19.7 Progress Toward Tenure.

(a) Mentoring. Each department shall establish a mentoring program for faculty in the "tenure probationary period." Such program must include consultation assessing the faculty member's progress toward tenure. No mentoring program in a college or equivalent academic unit shall require any written assessments by the mentor.

(b) Midterm Review Assessing Progress Toward Tenure. Except for faculty at the P.

K. Yonge Developmental Research School, a special midterm review shall be conducted for any faculty members in the tenure probationary period during March or April of 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 thoughtful and constructive assessments, suggestions, and guidance to assist the faculty member in fulfilling the University's tenure criteria, as clarified in the department's bylaws.

(1) The faculty members of each department shall develop a procedure for conducting the review. This procedure must

- a. require that each faculty member undergoing the review prepare an appraisal dossier containing the same kind of information and format as would be in a tenure dossier but without letters of evaluation;
- b. identify how the tenured faculty members of the department will be involved in the appraisal and how the tenure-earning faculty member will be provided feedback regarding the colleagues' analysis of the faculty member's progress toward tenure; and
- c. include an evaluation by the department chair and the dean of the faculty member's progress toward meeting the criteria for tenure.

(2) The faculty member under review shall compile the appraisal dossier. The department chair shall provide to the faculty member the following materials for inclusion in the dossier:

- a. 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;
- b. Tenure Criteria for the University and the department's written discipline-specific clarifications of those criteria;
- c. Teaching Evaluations (statistical summary of all UF evaluations, including the department and college means; peer evaluations);
- d. Each of the faculty member's Annual Evaluations.

(3) Tenured faculty members of the appropriate department(s) shall review the appraisal dossier and meet with the department chair(s) and center director, as appropriate, 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.

(4) No later than the end of the Spring semester, the results of the review shall be shared with the evaluated faculty member. These results shall include any recommendations about how the faculty member might improve the faculty member's performance and tenure dossier and what assistance might be available in the department, college, and University to address candidate needs and improve performance. If the appropriate chair(s) and center director do not communicate the results of the review by the end of the Spring semester, the faculty member shall be provided the opportunity to meet with the chair(s) and/or director upon request. The faculty member shall also be provided the opportunity to meet with the dean or designee upon request.

(5) 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, shall not be included in the faculty member's

subsequent tenure dossier, and shall not be used in any way in any future evaluation of the faculty member for tenure.

19.8 Initiation of the Tenure Nomination and Review Process. The following section shall govern the initiation of the tenure review process. The review process for permanent status shall be governed by the provisions of Section 19.11.

(a) An eligible faculty member may initiate the application for tenure at any time prior to the beginning of the last year of the tenure probationary period, and the department chair shall initiate the tenure nomination process upon that request.

(b) Tenure nomination reviews shall originate with the chair of the appropriate academic department in which the nominated individual shall be awarded tenure status as a faculty member.

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

(d) Each year faculty eligible for tenure shall be furnished a copy of the department's written clarifications of the University tenure 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 tenure nomination packet (hereafter, the "tenure dossier"). No provision of "The University's Guidelines and Information" shall be inconsistent with the provisions of this Agreement.

(e) The department chair shall inform the nominated faculty member (hereafter, the "candidate") about deadlines in the tenure review process well in advance of any such deadlines.

(f) Outside Letters of Evaluation. The Trustees shall solicit evaluation of the candidate's research/scholarship/creative activities so that the tenure dossier contains no fewer than five and no more than six letters from qualified scholars in pertinent disciplines outside the University. If the extraordinary situation ever arises where more than the maximum number of letters allowable is received, the chair must include all the letters, along with an explanation of why an additional letter exists.

(1) The candidate, after consultation with the candidate's mentor, shall submit a list of seven names to the chair, who shall be responsible for choosing the individuals who will be requested to submit letters of evaluation, provided that at least one-half of the selected evaluators come from the candidate's list.

(2) The chair shall send the same standard solicitation letter to the qualified scholars as necessary until no fewer than five have agreed to evaluate the candidate's research/scholarship/creative activities. The letter shall append the department's written discipline-specific clarifications of the University criteria and shall ask the evaluator to assess the candidate's research performance in order to determine whether it

- a. satisfies the University criteria for tenure 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 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. If an insufficient number of individuals agree to serve as evaluators, the candidate shall submit additional names, as necessary, until at least five individuals have agreed to serve.

(4) 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 nor shall declining to waive this right be held against the candidate in any other way.

(5) Candidates must, in writing, either waive or decline to waive the right to view the letters of evaluation before such letters are solicited.

(6) Evaluators must be notified in the solicitation letter whether the candidate has or has not waived the right to view and respond to letters of evaluation.

(7) A college may elect to require a different number of outside letters than specified above, 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,” or “no fewer than eight and no more than nine.” The number of names submitted by the candidate under Section 19.8(f)(1) shall be adjusted to be one more than the top of the range, and the number of scholars confirming under Section 19.8(f)(2) and (3) shall equal the bottom of the range.

c. All other provisions of Section 19.8(f) must be observed.

d. The vote must take place no later than March 31, in order for the change to take effect for the next academic year.

(g) Tenure Dossier.

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

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

(3) The tenure 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 tenure dossier includes all of the materials listed 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 not inconsistent with the provisions of this Agreement:

1. Nominee Information Cover Page (General Current Information; Waiver/Non-waiver Statement; Tenure or Permanent Status Votes in four categories: for, against, abstaining, absent; College Tenure and Promotion Committee Individual Assessments; Signed Statement by the candidate attesting to the accuracy of the information included in the dossier; Signatures and Endorsement Statement);

2. Brief Description of Job Duties;
3. Areas of Specialization;
4. Assigned Activity during tenure probationary period, as percentage of assignment, by category;
5. Educational Background (university/college, field of study, degree, and date awarded);
6. Employment (employer, rank and position, effective dates, whether tenured/tenure-accruing);
7. Year Tenure Was Awarded (indicate N/A — not applicable);
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 (statistical summary of all UF evaluations during the tenure probationary period, including the department and college means; peer evaluations);
11. Graduate Faculty Status;
12. Graduate Committee Activities (names of students, committees chaired, committees served on);
13. Research Narrative (faculty member's summary and discussion, in no more than 750 words, of the overall area within which the faculty member's research falls and how his/her publications, creative work, research projects, grants, fellowships, extension works, etc. reflect that research program and achievements);
14. Creative Works or Activities;
15. Patents and Copyrights;
16. Publications (a list, in reverse chronological order, of the following categories: sole-authored books, co-authored books, edited books, chapters of books, monographs, refereed Article publications, non-refereed Article publication, bibliographies/catalogs, abstracts, reviews, and miscellaneous);
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 (indicate N/A — not applicable);
24. Clinical Service or Clinical Activities (indicate N/A — not applicable);
25. Service to Schools;
26. Membership and Activities in the Profession;
27. Honors;
28. Chair's/Director's (or appropriate administrator's) letter;

29. Dean's letter;
30. Bio-Sketches of individuals writing solicited outside letters of evaluation;
31. Letters of evaluation from outside and from UF faculty. A copy of the standard letter soliciting outside letters shall also be included.
32. Copies of the Last Five Annual Letters of Evaluation, where applicable;
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 tenure 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.

(h) Candidate's Verification of the Tenure Dossier. Before there can be a consideration of a candidacy for tenure, the candidate must review the tenure 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 tenure dossier and may attach a brief and 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 sign and date the appropriate statement(s) verifying the completeness of the dossier prior to the department review and secret ballot.

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

(i) Alterations to the Tenure Dossier.

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

a. information as specified in Section 19.8(g)(3) 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 tenure 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 tenure-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(g) and 19.8(i)(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 tenure 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 tenure 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 sent to the candidate within five (5) days by personal delivery or by mail, return receipt requested. Within ten (10) days of receipt of the material, the candidate may supply a brief and 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 tenure 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 tenure 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 Review and Recommendation Procedures. Recommendations for the awarding of tenure shall proceed through the following levels of review: tenured department faculty, department chair, college Tenure and Promotion Committee, dean (or director in the case of the Florida Museum of Natural History), University Academic Personnel Board, and President. At all levels the participants shall be provided with the University tenure criteria, clarifications of the criteria by the College, and departmental discipline-specific clarifications of the criteria. The cases the President recommends for the granting of tenure shall be forwarded to the Trustees for final decision. The review and recommendation process for permanent status shall be governed by the provisions of Section 19.11.

(a) Faculty and administrators participating in a tenure review shall be given instructions about the requirements of the process and advised to consult the tenure Article of the Agreement. The administrator at each level shall be responsible for ensuring that the tenure review at that level is conducted in a manner consistent with the provisions of the tenure Article and other relevant provisions of the Agreement.

(b) The only documents, information, or materials that shall be considered in making a tenure recommendation are those contained or referenced in the tenure dossier. The absence of information or materials not required to be referenced in the candidate's tenure dossier, as described in Section 19.9(g)(3), shall not be held against the candidate in any way.

(c) The faculty member's rank, years in rank, or amount of approved leave taken shall not be considered in determining whether the candidate has satisfied the criteria for tenure.

(d) The candidate must be given proper written notice of any recommendation or decision reached that is included in the tenure dossier at any level of the review process and have the opportunity to request a meeting with the appropriate administrator or submit a written response.

(e) Review and Vote by Department Faculty. The tenure dossier must be completed before the department begins its review of the candidate's qualifications for tenure.

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

(2) The tenured faculty members of the department or unit in which the candidate shall hold tenure status if it is awarded shall review the tenure dossier and any materials referenced in it and shall normally meet to discuss the nomination.

(3) The department chair shall conduct a poll by secret ballot of the tenured members of the department 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.

(f) Department Chair's Review and Recommendation.

(1) The chair shall report the vote of the tenured members of the department on the Nominee Information Cover Sheet of the tenure dossier, filling in all four blanks listed for votes (i.e., for, against, abstaining, and absent). The number of faculty voting for, against, abstaining, and absent shall equal the total number of tenured faculty members of the department.

(2) After reviewing the candidate's tenure dossier, the written assessment of the department committee (if any), the candidate's written response, if any, and the vote of the tenured faculty, 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 shall

a. explain the quality of the candidate's work in all areas, describe the quality of the journals in which the candidate has published, assess the creative works, and provide insight into the nomination for the benefit of the committees that will be reviewing the tenure dossier.

b. explain any significant change in the candidate's assignment over the course of the tenure probationary period.

c. explain the department vote whenever 20% or more of the votes are recorded as negative, abstaining, or absent.

d. address the strengths and weaknesses of a candidate's case, as appropriate.

(3) Within five (5) days of writing the letter, the department chair shall give the candidate a copy of the chair's written assessment and recommendation, prior to including it in the tenure dossier.

(4) The candidate shall have ten (10) days from receipt of the department chair's letter to submit a written response. The candidate's response, if any, shall be included in the tenure dossier.

(5) The department chair shall not forward the tenure dossier to the College Tenure and Promotion Committee 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.

(6) The candidate's nomination and tenure dossier must be forwarded to the College Tenure and Promotion Committee for consideration, unless the candidate chooses to withdraw the nomination pursuant to Section 19.10(b).

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

(1) The College Tenure and Promotion Committee shall receive and review the candidate's tenure dossier.

a. 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.

b. A committee member may participate in reviews only if the candidate's rank is the same as or a rank below the committee member's own rank.

(2) The College Tenure and Promotion Committee shall review the candidate's tenure dossier and report on the strengths and weaknesses of the record in terms of the University's tenure 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 tenure 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 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 tenure dossier, including the written assessments and recommendations of the department chair, the members of the University Promotion and Tenure Committee shall meet with the dean to share their assessments.

(7) Within five (5) days of having received the College Tenure and Promotion Committee's individual assessments, the dean shall forward those assessments to the candidate and the department chair.

(8) The candidate shall have ten (10) days from receipt of the Committee's assessments to submit a written response or request a meeting with the dean to discuss the procedures used in consideration of the candidate's case, the Committee's assessments, and the candidate's qualifications for tenure. The candidate's response, if any, shall be included in the tenure dossier.

(h) Dean's Review and Recommendation.

(1) After reviewing the candidate's tenure dossier and considering the assessments of the department chair and the College Tenure and Promotion Committee, and the candidate's written responses, if any, the dean shall submit a written assessment of the candidate's qualifications for tenure in terms of 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 and make a positive or a negative recommendation. The dean's letter shall convey the dean's endorsement or lack of endorsement of the nomination and explain or clarify such issues as exceptional assignments, unique contributions, or unusual votes, especially those where the unit faculty votes are more than twenty percent (20%) negative.

(2) Within five (5) days of writing the letter, the dean shall forward a copy of it to the candidate and the department chair, prior to including it in the tenure dossier.

(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. The candidate's response, if any, shall be included in the tenure dossier.

(4) The dean shall not forward the tenure dossier to the University Academic Personnel Board 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.

(5) The candidate's nomination and tenure dossier must be forwarded to the University Academic Personnel Board for consideration, unless the candidate chooses to withdraw the nomination pursuant to Section 19.10(b).

(i) Review by the University Academic Personnel Board.

(1) The Academic Personnel Board shall serve in a fact-finding and consultative role, review the candidate's tenure dossier and report to the President its assessment of the strengths and weaknesses of the record in terms of 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. Evaluations of a candidate's performance shall be based on the candidate's assigned duties and responsibilities.

(2) If there are questions about a tenure dossier, the Academic Personnel Board shall notify the dean who in turn will notify the appropriate chair and the candidate so they may respond.

(3) The candidate's nomination and tenure dossier must be forwarded to the President for consideration, unless the candidate chooses to withdraw the nomination pursuant to Section 19.10(b).

(j) President's Review and Recommendation.

(1) After reviewing the candidate's tenure dossier, consulting with the Academic Personnel Board, and considering the written assessments and recommendations of the department chair, the individual assessments of the College Tenure and Promotion Committee, the written assessments and recommendations of the dean, and the candidate's written responses, if any, the President shall make a final decision regarding whether or not to nominate the candidate for tenure to the Trustees.

(2) The President or designee shall notify the dean of that 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.

19.10 Tenure Decision.

(a) By the end of the faculty member's tenure probationary period, a faculty member shall either be awarded tenure or given notice that further employment will not be offered after the end of the following academic year, pursuant to the non-renewal provisions of this Agreement.

(b) **Withdrawal from Consideration.** Faculty members being considered for tenure prior to the beginning of the last year of the probationary period may withdraw from consideration without prejudice, provided that the withdrawal from consideration for tenure is made before the President's official notification of the decision.

(c) **Resignation.** Upon resignation, all consideration for tenure shall cease. A faculty member who wishes to resign has the professional obligation, when possible, to provide the Trustees with at least one semester's notice.

(d) **Decision by the Trustees.** The Board of Trustees shall make the final decision to award tenure upon nomination by the President.

(1) This decision shall normally be made at the June Trustees meeting, and tenure will be effective on July 1 for twelve-month (calendar-year) faculty members and at the beginning of the academic year for nine-month (academic-year) faculty members. Permanent status awarded to a faculty member from the P. K. Yonge Developmental Research School shall be effective at the beginning of the school year.

(2) Exceptions to this provision involve faculty members who are appointed with tenure as a condition of employment, pursuant to Section 19.1(g). The tenure decision for those cases shall normally be made at the Trustees meeting immediately following the acceptance of employment.

(e) **Notification.** The President shall notify the candidate in writing immediately, or as soon thereafter as possible, of the final action taken on the nomination for tenure.

(1) If the candidate is denied tenure or permanent status, the notice shall include a statement of reasonable specificity explaining the reason(s) for the denial.

(2) If the denial was for the award of tenure or permanent status, a separate notice of non-renewal must be sent to the faculty member by the academic unit responsible for the nomination.

(f) Report to the UFF. Within thirty (30) days of the President's recommendations to the Trustees, the Trustees or designees shall furnish to the UFF a written report by college of the aggregate numbers of those faculty members recommended for and against tenure, as well as the number of withdrawals of candidacy and extensions granted after the step described in Section 19.9(i) has commenced.

19.11 Permanent Status for P. K. Yonge Developmental Research School Faculty.

(a) Appointments of P. K. Yonge Developmental Research School (DRS) faculty members to the ranks of University School Instructor, University School Assistant Professor, University School Associate Professor, and University School Professor, shall be permanent-status earning when the appointments do not include the appointment status modifiers "adjunct," "provisional," "courtesy," "research," or "visiting." The appointment of a faculty member who has the educational qualifications required for permanent status shall not include the appointment status modifier "adjunct," "provisional," "courtesy," "research," or "visiting" unless the following three (3) conditions are met:

(1) The offer of the appointment shall be embodied in a binding written letter of offer, which shall be sent to the faculty member within ten (10) days of any non-binding verbal offer and shall contain the following language: "The position you are being offered is a non-permanent-status-earning appointment; it is a one-year, fixed term appointment which carries no expectation or obligation of further employment beyond one year. Service in this appointment will not be counted toward the earning of permanent status, unless the Trustees subsequently agree in writing to credit all or a portion of such service."

(2) The non-permanent-status-earning appointment is agreed to by both parties, which shall be confirmed by the faculty member's formal written acceptance of a letter of offer containing the language specified in subsection 19.11(a)(1), above.

(3) Any such "adjunct," "provisional," "courtesy," "research," or "visiting" appointment shall be limited to no more than two (2) years.

(b) If a DRS faculty member is initially appointed to a rank including the appointment status modifiers "adjunct," "provisional," "visiting," "research," or "courtesy" determined by the Trustees not to earn time toward permanent status, and is subsequently appointed to a permanent-status-earning position, all or a portion of the faculty member's prior service in the non-permanent-status earning position may be counted toward permanent status, provided the Trustees agrees in writing to credit such service.

(c) Probationary Period for Permanent Status. The probationary period for earning permanent status (or "probationary period") shall be defined as that period of academic service in a permanent-status-earning position by the end of which the faculty member must be considered and recommended for permanent status or given notice of non-renewal pursuant to the non-renewal provisions of this Agreement. The probationary period for earning permanent status is three (3) years. A faculty member of the P.K. Yonge Developmental Research School in a permanent-status-earning rank must be nominated for permanent status during the faculty member's third year of continuous service, or equivalent in part-time service. Prior to the end of three (3) continuous years of full-time service in a permanent-status-earning position, the P. K. Yonge Director shall provide notification to the faculty member of the granting of permanent status or a one-year notice of non-renewal.

(d) A faculty member of P. K. Yonge Developmental Research School shall be granted permanent status by the Trustees provided that such faculty member:

(1) holds the required educational qualifications;

(2) has completed three years of full-time or equivalent part-time service in a permanent-status-earning position in the school, such service being continuous except for leave duly authorized and granted;

(3) has been reappointed for the fourth year;

(4) has been reviewed by P. K. Yonge faculty; and

(5) has been recommended by the P. K. Yonge Director and approved by the Trustees for permanent status based on successful performance of duties and demonstration of professional competence.

ARTICLE 20: PROMOTION

20.1 Definition and Policy. Promotion is the appointment of a faculty member to a higher academic rank in recognition of distinguished performance as a faculty member.

(a) Promotion is attained by the faculty member through distinction in teaching, research/scholarship/creative activity, and/or service to the University and the profession, as evidenced by the faculty member's record.

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

(c) The decision to promote shall be based upon assessments that the faculty member's performance since the last promotion or since the faculty member's hiring (if there is no previous promotion) has fulfilled the established written criteria for promotion specified by the University and clarified in writing by the faculty of each appropriate department in terms tailored to the department's disciplines.

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

(2) 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.

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

(e) 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.

(f) 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 or equivalent (hereafter, "chair") before the normal tenure and promotion review cycle begins, and the chair shall initiate the promotion nomination process upon that request. Faculty members being considered for promotion may withdraw from consideration without prejudice.

(g) The President shall make the final decisions on promotion.

(h) Consideration for promotion during an administrative appointment shall be based on the faculty duties in teaching, research/scholarship/creative activity, or service evaluated under the University's criteria for promotion and shall not be based on the administrative portion of the assignment.

20.2 Eligibility for Promotion. Faculty members with one of the following ranks shall be

eligible for promotion under the terms of this Article: 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.

20.3 Criteria for Promotion and Basis for the Promotion Decision. The awarding of promotion to a faculty member shall be a result of a faculty member's meritorious performance since the last promotion or since the faculty member's hiring (if there is no previous promotion) and shall be based upon established written promotion criteria for the rank in question specified by the University and clarified in writing by the faculty of the appropriate departments in terms tailored to the department disciplines.

(a) The criteria for 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 duties and responsibilities as a member of the University community.

(b) These criteria for promotion recognize three (3) broad categories of academic service as follows, although only one or two may be relevant if the candidate's assignments have been primarily devoted to one category:

(1) Instruction, including regular classroom teaching direction of theses and dissertations, academic advisement, extension programs, and all preparation for this work including study to keep abreast of one's field;

(2) Research or other creative activity including scholarly publications; and

(3) Professional or public service.

(c) "Distinction" in the assignment categories for the rank in question 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. In most cases, promotion to Associate Professor or Professor requires distinction in two of the three assignment categories (teaching, research/scholarship/creative activity, service), one of which shall be that of the faculty member's primary responsibility. Promotion within a rank series for faculty members who are not eligible for tenure, where the faculty member's assignment is normally devoted to one or two assignment categories (teaching, research/scholarship/creative activity, service), requires distinction in the assignment category that is the faculty member's primary responsibility.

(d) Department Clarifications of University Promotion Criteria. The chair and the faculty in each department shall develop and maintain written clarifications of the University's 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-earning 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, so that department faculty have an equitable opportunity to earn promotion, regardless of their assignments;

b. be detailed enough that a reasonable faculty member should be informed about what performance or accomplishment is sufficient in teaching, research/scholarship/creative activity, and service to earn 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 promotion if the requirement of distinction were met.

(2) With respect to research/scholarship/creative activity, in those cases in which the faculty member's assigned duties have emphasized research/scholarship/creative activity, these discipline-specific clarifications shall 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.

(3) In those cases in which the faculty member's assigned duties have included research/scholarship/creative activity, 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 promotion criteria, whether or not such material was produced at the University of Florida.

(e) In assessing whether the faculty member has satisfied the criteria for promotion, 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 promotion decision shall take into account the following:

(1) Annual assignments.

(2) Annual performance evaluations.

(3) No fewer than five and no more than six letters of evaluation from outside the University addressing the faculty member's research and scholarly/creative activity, unless the college faculty have approved a different number of required outside letters pursuant to Section 20.5(f)(7). If the extraordinary situation ever arises where more than the maximum number of letters allowable is received, the chair must include all the letters, along with an explanation of why an additional letter exists.

(4) Faculty members whose assignments have been solely in teaching and service or whose promotion will be decided based almost solely on their performance in teaching and service may substitute letters of evaluation from within the University for the external letters.

(5) Fulfillment of the established written promotion criteria for the rank in question, in relation to the faculty member's assignments. Pursuant to Sections 14.4 and 20.3(d)(1)a., the faculty member must have been given assignments that provided equitable opportunities, in relation to other faculty in the same department, to meet the required criteria for promotion.

(f) Faculty members eligible for promotion shall be given a copy of the criteria for promotion for the appropriate rank, including the written discipline-specific departmental clarifications of those criteria. These criteria, including any modifications that are made pursuant to Section 20.4, below, 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.

20.4 Changes in Criteria for Promotion and the Effect on Faculty Members. The Trustees may modify the criteria for 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. Any proposal to develop or modify promotion criteria, including the written discipline-specific departmental clarifications of those criteria, shall be available for discussion by members of the affected departments before adoption.

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

(b) Changes in promotion 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 Trustees or designee. The date of adoption shall be the date on which the University President or designee approves the changes.

(c) Effect on Faculty Members.

(1) If a faculty member applies for promotion less than three (3) years after the date on which the new promotion criteria became effective, the faculty member shall be evaluated for promotion under the promotion criteria as they existed prior to modification, unless the faculty member notifies the Trustees or designee at least thirty (30) days prior to commencement of the promotion consideration that the faculty member chooses to be evaluated under the modified criteria.

(2) The provisions of this Agreement requiring that assignments afford equitable opportunities to meet the required criteria for promotion shall also apply to modified promotion criteria, including the discipline-specific departmental clarifications of those criteria.

20.5 Initiation of the Promotion Nomination and Review Process. The following section shall govern the initiation of the promotion review process.

(a) An eligible faculty member may initiate the application for promotion by notifying the chair at any time prior to the July before the ensuing tenure and promotion review cycle, and the chair shall initiate the promotion nomination process upon that request.

(b) Promotion nomination reviews shall originate with the chair of the appropriate academic department in which the nominated individual shall be awarded promotion status as a faculty member.

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

(d) Each year faculty eligible for promotion shall be furnished a copy of the department's written clarifications of the University promotion criteria for the appropriate rank,

“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 promotion nomination packet (hereafter, the “promotion dossier”). No provision of “The University’s Guidelines and Information” shall be inconsistent with the provisions of this Agreement.

(e) The department chair shall inform the nominated faculty member (hereafter, the “candidate”) about deadlines in the promotion review process well in advance of any such deadlines.

(f) Outside Letters of Evaluation. The Trustees shall solicit evaluation of the candidate’s research/scholarship/creative activities so that the promotion dossier contains no fewer than five and no more than six letters from qualified scholars in pertinent disciplines outside the University. Faculty members whose assignments have been solely in teaching and service or whose promotion will be decided based almost solely on their performance in teaching and service may substitute letters of evaluation from within the University for the external letters. If the extraordinary situation ever arises where more than the maximum number of letters allowable is received, the chair must include all the letters, along with an explanation of why an additional letter exists.

(1) The candidate shall submit a list of seven names to the chair, who shall be responsible for choosing the individuals who will be requested to submit letters of evaluation, provided that at least one-half of the selected evaluators come from the candidate’s list.

(2) The chair shall send the same standard solicitation letter to the qualified scholars as necessary until no fewer than five have agreed to evaluate the candidate’s research/scholarship/creative activities. The letter shall append the department’s written discipline-specific clarifications of the University criteria and shall ask the evaluator to assess the candidate’s research performance in order to determine whether it

a. satisfies the University criteria for promotion to the rank in question 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 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 promotion dossier. If an insufficient number of individuals agree to serve as evaluators, the candidate shall submit additional names, as necessary, until at least five individuals have agreed to serve.

(4) 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 nor shall declining to waive this right be held against the candidate in any other way.

(5) Candidates must, in writing, either waive or decline to waive the right to view the letters of evaluation before such letters are solicited.

(6) Evaluators must be notified in the solicitation letter whether the candidate has or has not waived the right to view and respond to letters of evaluation.

(7) A college may elect to require a different number of outside letters than specified above, 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,” or “no fewer than eight and no more than nine.” The number of names submitted by the candidate under Section 20.5(f)(1) shall be adjusted to be one more than the top of the range, and the number of scholars confirming under Section 20.5(f)(2) and (3) shall equal the bottom of the range.

c. All other provisions of Section 19.8(f) must be observed.

d. The vote must take place no later than March 31, in order for the change to take effect for the next academic year.

(g) Promotion Dossier.

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

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

(3) The promotion dossier shall consist of the following stipulated materials, plus any other evidence the candidate chooses to present to support the candidacy. It should be understood that some stipulated materials might not be relevant for some candidates. The chair shall advise the candidate of which stipulated materials are not relevant, based on the written criteria adapted for the candidate’s assignments; the candidate should so indicate the non-relevant materials by the designation “N/A” (not applicable). The candidate shall ensure that the promotion dossier includes all of the materials listed 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 not inconsistent with the provisions of this Agreement:

1. Nominee Information Cover Page (General Current Information; Waiver/Non-waiver Statement; Promotion Votes in four categories: for, against, abstaining, absent; College Tenure and Promotion Committee Individual Assessments; Signed Statement by the candidate attesting to the accuracy of the information included in the dossier; Signatures and Endorsement Statement);

2. Brief Description of Job Duties;

3. Areas of Specialization;

4. Assigned Activity during period since the last promotion, as percentage of assignment, by category;

5. Educational Background (university/college, field of study, degree, and date awarded);

6. Employment (employer, rank and position, effective dates);

7. Year Tenure Was Awarded;

8. The University’s promotion 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 (statistical summary of all UF evaluations during the period since the last promotion, including the department and college means; peer evaluations);
11. Graduate Faculty Status;
12. Graduate Committee Activities (names of students, committees chaired, committees served on);
13. Research Narrative (faculty member's summary and discussion, in no more than 750 words, of the overall area within which the faculty member's research falls and how his/her publications, creative work, research projects, grants, fellowships, extension works, etc. reflect that research program and achievements);
14. Creative Works or Activities;
15. Patents and Copyrights;
16. Publications (a list, in reverse chronological order, of the following categories: sole-authored books, co-authored books, edited books, chapters of books, monographs, refereed Article publications, non-refereed Article publication, bibliographies/catalogs, abstracts, reviews, and miscellaneous);
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 (indicate N/A — not applicable);
24. Clinical Service or Clinical Activities (indicate N/A — not applicable);
25. Service to Schools;
26. Membership and Activities in the Profession;
27. Honors;
28. Chair's/Director's (or appropriate administrator's) letter;
29. Dean's letter;
30. Bio-Sketches of individuals writing solicited letters of evaluation;
31. Letters of evaluation from outside or from UF faculty, as appropriate. A copy of the standard letter soliciting letters shall also be included.
32. Copies of the Last Five Annual Letters of Evaluation, where applicable;
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 promotion 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.

(h) Candidate's Verification of the Promotion Dossier. Before there can be a consideration of a candidacy for promotion, the candidate must review the promotion 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 promotion dossier and may attach a brief and 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 sign and date the appropriate statement(s) verifying the completeness of the dossier prior to the department review and secret ballot.

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

(i) Alterations to the Promotion File.

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

a. information as specified in Section 20.5(g)(3) 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 promotion 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 promotion-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 20.5(g) and 20.5(i)(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 promotion 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 promotion 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 sent to the candidate within five (5) days by personal delivery or by mail, return receipt requested. Within ten (10) days of receipt of the

material, the candidate may supply a brief and concise response, which shall be added to the promotion 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 promotion 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 promotion 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.

20.6 Promotion Review and Recommendation Procedures. Recommendations for the awarding of promotion shall proceed through the following levels of review: department faculty in the appropriate rank, department chair, college Tenure and Promotion Committee, dean (or director in the case of the Florida Museum of Natural History), University Academic Personnel Board, and President. At all levels the participants shall be provided with the University promotion criteria, clarifications of the criteria by the College, and departmental discipline-specific clarifications of the criteria.

(a) Faculty and administrators participating in a promotion review shall be given instructions about the requirements of the process and advised to consult the promotion Article of the Agreement. The administrator at each level shall be responsible for ensuring that the promotion review at that level is conducted in a manner consistent with the provisions of the promotion Article and other relevant provisions of the Agreement.

(b) The only documents, information, or materials that shall be considered in making a promotion recommendation are those contained or referenced in the promotion dossier. The absence of information or materials not required to be referenced in the candidate's promotion dossier, as described in Section 20.5(g)(3), shall not be held against the candidate in any way.

(c) The faculty member's years in rank or amount of approved leave taken shall not be considered in determining whether the candidate has satisfied the criteria for promotion.

(d) The candidate must be given proper written notice of any decision reached that is included in the promotion dossier at any level of the review process and have the opportunity to request a meeting with the appropriate administrator or submit a written response.

(e) Review and Vote by Department Faculty. The promotion dossier must be completed before the department begins its review of the candidate's qualifications for promotion.

(1) If a department uses a committee to provide a written assessment of the candidate's qualifications for promotion, the department committee shall submit its written

assessment to the department chair, who shall share it with the faculty of the appropriate ranks before they meet to discuss and vote on the candidate.

(2) The appropriate faculty members of the department or unit in which the candidate would be promoted if promotion is awarded shall review the promotion dossier and any materials referenced in it and shall normally meet to discuss the nomination.

(3) Following the meeting, the department chair shall conduct a poll by secret ballot of the members of the department in the rank(s) higher than the candidate. 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.

(f) Department Chair's Review and Recommendation.

(1) The chair shall report the vote of the members of the department on the Nominee Information Cover Sheet of the promotion dossier, filling in all four blanks listed for votes (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 who are eligible to vote on the candidate.

(2) After reviewing the candidate's promotion dossier, the written assessment of the department committee (if any), the candidate's written response, if any, and the vote of the faculty, 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 promotion criteria and make a positive or a negative recommendation. The chair's letter shall

a. explain the quality of the candidate's work in all relevant areas, describe where appropriate the quality of the journals in which the candidate has published or assess the creative works, and provide insight into the nomination for the benefit of the committees that will be reviewing the promotion dossier.

b. explain any significant change in the candidate's assignment over the course of the period since the candidate's last promotion.

c. explain the department vote whenever 20% or more of the votes are recorded as negative, abstaining, or absent.

d. address the strengths and weaknesses of a candidate's case, as appropriate.

(3) Within five (5) days of writing the letter, the department chair shall give the candidate a copy of the chair's written assessment and recommendation, prior to including it in the promotion dossier.

(4) The candidate shall have ten (10) days from receipt of the department chair's letter to submit a written response. The candidate's response, if any, shall be included in the promotion dossier.

(5) The department chair shall not forward the promotion dossier to the College Tenure and Promotion Committee 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.

(6) The candidate's nomination and promotion dossier must be forwarded to the College Tenure and Promotion Committee for consideration, unless the candidate chooses to withdraw the nomination pursuant to Sections 20.1(f) and 20.7(c).

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

(1) The College Tenure and Promotion Committee shall receive and review the candidate's promotion dossier.

a. The Committee shall be comprised of tenured faculty members in the college at the rank equivalent to Associate Professor or above. No less than one-half of the committee members shall be elected by the tenured faculty members of the college.

b. A committee member may participate in reviews only if the candidate's rank is below the committee member's own rank.

(2) The College Tenure and Promotion Committee shall review the candidate's promotion dossier and report on the strengths and weaknesses of the record in terms of the University's promotion 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 promotion 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 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 promotion dossier, including the written assessments and recommendations of the department chair, the members of the College Promotion and Tenure Committee shall meet with the dean to share their assessments.

(7) Within five (5) days of having received the College Tenure and Promotion Committee's individual assessments, the dean shall forward those assessments to the candidate and the department chair.

(8) The candidate shall have ten (10) days from receipt of the Committee's assessments to submit a written response or request a meeting with the dean to discuss the procedures used in consideration of the candidate's case, the Committee's assessments, and the candidate's qualifications for promotion. The candidate's response, if any, shall be included in the promotion dossier.

(h) Dean's Review and Recommendation.

(1) After reviewing the candidate's promotion dossier and considering the assessments of the department chair and the College Tenure and Promotion Committee, and the candidate's written responses, if any, the dean shall submit a written assessment of the candidate's qualifications for promotion in terms of the University's promotion criteria, the College's clarification of those criteria, and the appropriate department's applicable written discipline-specific clarifications of those criteria and make a positive or a negative recommendation. The dean's letter shall convey the dean's endorsement or lack of endorsement of the nomination and explain or clarify such issues as exceptional assignments, unique

contributions, or unusual votes, especially those where the unit faculty votes are more than twenty percent (20%) negative.

(2) Within five (5) days of writing the letter, the dean shall forward a copy of it to the candidate and the department chair, prior to including it in the promotion dossier.

(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. The candidate's response, if any, shall be included in the promotion dossier.

(4) The dean shall not forward the promotion dossier to the University Academic Personnel Board 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.

(5) The candidate's nomination and promotion dossier must be forwarded to the University Academic Personnel Board for consideration, unless the candidate chooses to withdraw the nomination pursuant to Sections 20.1(f) and 20.7(c).

(i) Review by the University Academic Personnel Board.

(1) The Academic Personnel Board shall serve in a fact-finding and consultative role, review the candidate's promotion dossier and report to the President its assessment of the strengths and weaknesses of the record in terms of the University's promotion criteria, the college's clarification of those criteria, and the appropriate department's applicable written discipline-specific clarifications of those criteria. Evaluations of a candidate's performance shall be based on the candidate's assigned duties and responsibilities.

(2) If there are questions about a promotion dossier, the Academic Personnel Board shall notify the dean who in turn will notify the appropriate chair and the candidate so they may respond.

(3) The candidate's nomination and promotion dossier must be forwarded to the President for consideration, unless the candidate chooses to withdraw the nomination pursuant to Sections 20.1(f) and 20.7(c).

20.7 Promotion Decision.

(a) After reviewing the candidate's promotion dossier, consulting with the Academic Personnel Board, and considering the written assessments and recommendations of the department chair, the individual assessments of the College Tenure and Promotion Committee, the written assessments and recommendations of the dean, and the candidate's written responses, if any, the President shall make a final decision regarding whether or not to promote the candidate.

(b) The President or designee shall notify the dean of that 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.

(c) Withdrawal from Consideration. Faculty members being considered for promotion may withdraw from consideration without prejudice at any time before the President's official notification of the decision.

(d) Notification. The President shall notify the candidate in writing immediately, or as soon thereafter as possible, of the final action taken on the nomination for promotion. If the candidate is denied promotion, the notice shall include a statement of reasonable specificity explaining the reason(s) for the denial.

(e) Report to the UFF. At the same time as the tenure report to the UFF is made each year, the Trustees or designees shall furnish to the UFF a written report by college of the aggregate numbers of those faculty members recommended for and against promotion, as well as the number of withdrawals of candidacy.

20.8 Promotion Salary Increases. The Trustees shall increase the annual base salary rate of each faculty member who receives a promotion by the same percentage of base salary, and that standard percentage shall be no less than the standard percentage for a promotion increase in the previous year unless a different rate is negotiated in Article 27, Salaries. The salary increase for promotion shall become effective at the beginning of the faculty member's annual appointment.

ARTICLE 21: FACULTY AWARD PROGRAMS

21.1 Salary Plan for Professors (hereafter, “SPP”). The SPP is designed to recognize the high-quality performance of eligible senior faculty who have contributed to the full life of the University over the previous seven (7) years in their assigned areas of teaching, scholarship/creative activity, and service.

21.2 SPP Eligibility.

(a) Faculty members holding the rank of Professor, Eminent Scholar, Graduate Research Professor, Distinguished Professor, Distinguished Service Professor, Curator, or Librarian shall be eligible to apply for this award if

- (1) they are in their seventh (7th) year or more in one of the above eligible ranks; or
- (2) six (6) years have elapsed since they last received an SPP award.

(b) Provided that a faculty member satisfies the above eligibility requirements, the faculty member’s rank, years in rank or amount of approved leave taken shall not be held against the faculty member in determining whether s/he receives an SPP award.

21.3 SPP Criteria and Basis for Decision.

(a) Candidates must submit an SPP dossier, as described in Section 21.4(c) below, and the only documents or other information that shall be considered in making SPP decisions shall be those contained in the SPP dossier.

(b) An eligible applicant (hereafter, “candidate”) shall provide clear evidence of high-quality performance, consistent with his/her assignments, in teaching, scholarship/creative activity, and service during the period since promotion to the faculty member’s current eligible rank or since the faculty member’s previous SPP award.

21.4 SPP Application Process.

(a) Each fall, the Provost’s Office shall send a list of eligible faculty to the respective colleges or equivalent unit (hereafter, “college”), which shall be responsible for correcting any errors in the list and ensuring that each eligible faculty member is notified of eligibility, SPP criteria, and application and review procedures.

(b) Submission. The SPP dossier shall be submitted to the chair or equivalent administrator (hereafter, “chair”) of the faculty member’s department or equivalent unit (hereafter, “department”). Faculty members are advised to prepare the SPP dossier in consultation with their immediate supervisors.

(c) SPP Dossier Contents. Candidates must submit an SPP dossier prepared according to the “Guidelines and Information Regarding the Tenure, Permanent Status and Promotion Process” for the current annual cycle, with the following exceptions and qualifications:

- (1) no internal or external letters of evaluation shall be included in the dossier;

- (2) information shall be included only for the preceding seven (7) years;
- (3) a cover sheet shall be attached to the dossier with the faculty member's name, UFID, department/school/program, college, campus address and phone number, academic rank, date of most recent promotion or award, and the candidate's signature; and
- (4) Candidates shall not be required to provide any other information or materials.

(d) Changes to the SPP Dossier.

(1) At any point in the review process, the candidate shall have the right to review the contents of the SPP dossier and may attach a brief and concise written response to any material in it.

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

- a. information as specified in Section 21.4(c) above, which may have been inadvertently omitted or incorrectly entered;

- b. the written assessments and recommendations of those charged with evaluation of the dossier, and the candidate's response to these, if any; and

- c. written responses made by the candidate to any additional questions provided in writing in order to clarify something in the dossier.

(3) A copy of any material added to, deleted from, or changed in the SPP dossier by anyone other than the candidate after the commencement of the consideration process, shall be sent to the candidate within five (5) days by email, personal delivery, or by mail, return receipt requested. Within five (5) days of receipt of the material, the candidate may supply a brief and concise response, which shall be added to the SPP 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 five (5) days have elapsed from the date of the candidate's receipt of additional or changed material, whichever occurs first.

(4) Except by consent of the candidate, there shall be no anonymous material in the SPP 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.

21.5 SPP Review in Departments/Programs. In each department the chair or director and the full professors (or equivalent) or an appropriate elected evaluation committee comprised of full professors (or equivalent), shall determine whether the candidate has qualified for an SPP award, using departmental promotion criteria.

(a) The chair or director shall consult with the appropriate departmental committee(s), assess in writing the candidate's qualifications, and make a positive or a negative recommendation regarding whether the candidate has met the SPP criteria.

- (1) Each such assessment shall be no longer than 750 words.

- (2) Once the chair has included the written assessment and recommendation and the candidate's response, if any, in the SPP dossier, the dossier shall be forwarded to the college.

(b) The candidate's SPP dossier must be forwarded to the college tenure and

promotion committee for consideration unless the candidate chooses to withdraw the application.

(c) If all full professors (or equivalent) in a department or program are applying for this award, then only the chair or director shall evaluate and make a written assessment as to whether the candidate has met the criteria for receiving an award.

(d) If the chair or director is applying for an SPP award, the dean, after consulting the college tenure and promotion committee, shall determine whether the chair qualifies for the award.

21.6 SPP Review in the College.

(a) If full professors or equivalent on the college's tenure and promotion committee are eligible for the salary adjustment, the dean shall appoint substitute non-eligible full professors or equivalent to review the SPP dossiers. Where possible, these appointments should be from prior members of the college's tenure and promotion committee. Additional appointments should strive for disciplinary representation.

(b) The dean shall evaluate the SPP dossiers with the assistance of the college tenure and promotion committee.

(1) If there are questions about an SPP dossier, the dean should consult with the department chair who should consult with the candidate, so that he or she may respond.

(2) The dean shall provide a written assessment of the candidate's qualifications, and make a positive or a negative recommendation regarding whether the candidate has met the criteria for receiving an award. Each such assessment shall be no longer than 750 words.

(c) The dossiers of all candidates, whether recommended or not by the dean, must be sent to the Academic Personnel Office, HRS Building, 903 West University Avenue by the annual deadline for the University-level review process.

21.7 University Process. The University-level process shall consist of a review by the Academic Personnel Board (hereafter, "APB"), which is advisory to the President, and a final decision by the President on the recipients of the SPP awards.

(a) The APB shall use the dossiers, the assessments provided by the chairs and deans, and department, college, and university criteria to determine their recommendations, and forward their recommendations to the President.

(b) If any member of the APB is recommended by her or his college for an SPP award, the President shall replace that APB member with a former member of the APB willing to serve. In making any substitutions, the President shall strive for disciplinary representation in the composition of the APB.

(c) All assessments and rankings are advisory to the President. The final decision on SPP awards shall be made by the President.

(d) Notification. The President shall notify the dean, who shall notify the candidate

of the decision as soon as possible.

(e) Report to the UFF. At the same time as the tenure and promotion reports to the UFF are made each year, the Trustees or designees shall furnish to the UFF a written report by college of the following information:

- (1) number of faculty members eligible for an SPP award;
- (2) names and departments of the faculty members who applied and were selected for the award; and
- (3) names and departments of the faculty members who applied and who were not selected.

21.8 Faculty Enhancement Opportunity (FEO) Program. The Trustees and the UFF agree that FEOs are intended to advance the academic/professional/scholarly abilities of faculty members and to advance both individual faculty members and the University overall. To this end the Trustees shall make available not less than \$500,000 each year for FEO awards in the bargaining unit over the period from July 2010 through December 2012. The Trustees shall not be obligated to continue the FEO program nor shall it be considered the status quo, beyond the expiration of this Collective Bargaining Agreement.

(a) The funds made available for FEOs shall supplement (not replace) funds available for sabbatical or professional development leave programs.

(1) A faculty member can receive an FEO in the same year as a sabbatical or other professional development leave.

(2) Summer salary can be requested for those faculty members on 9-month contracts who propose summer FEOs.

(b) FEOs are intended to be more flexible in nature, duration, and funding than, and to function differently from, sabbaticals or professional development leaves. Thus

(1) Non-traditional/flexible types of FEO proposals are encouraged.

(2) Faculty members from any unit may apply for an FEO in any amount.

(3) FEOs shall not be granted for periods longer than fifteen (15) weeks.

(4) FEO funds should be expended primarily for salary/benefit offset, travel costs and/or fees for conferences or similar learning experiences. FEO funds are generally not intended to fund such things as equipment/supply purchases, pilot studies, or similar items for which other sources of support are available.

(5) FEO awards shall be based solely on the merit of the proposal.

(c) The intent of the FEO pilot program is to distribute the number of FEOs widely across colleges or similar units (hereafter, "college") over time.

(d) A central FEO Task Force with broad cross-discipline representation shall review applications endorsed and forwarded from the respective colleges and shall recommend centrally-funded FEOs to the Provost for final approval. The FEO Task Force shall consist of three (3) faculty members appointed from the Faculty Senate, one (1) faculty member from IFAS, one (1) from the HSC (selected by a process that each Senior VP will determine), and two (2) appointees from the Provost's Office.

(e) Proposals for FEOs shall clearly identify how the awarded FEO will increase a faculty member's value to the University. Those faculty members receiving FEO funds will be asked to prepare a report regarding the expected results/outcomes following the FEO.

(f) No faculty member shall be discriminated against or retaliated against for having taken or postponed an FEO.

21.9. FEO Eligibility.

(a) Any member of the bargaining unit with three (3) or more years of full time service at UF and who has not previously received an FEO shall be eligible to apply for an FEO. FEO applicants who are on tenure-accruing lines should be advised in writing by their department chair of the tenure clock implications of a part-time or full-time FEO.

(b) Individuals can receive an FEO not more than once every six years.

21.10. FEO Application Process.

(a) The FEO cycle shall be for awards granted for Summer/Fall 2010 (July-December) and for Spring/Summer (January-June).

(b) The FEO Task Force shall propose written criteria to use in recommending FEOs for funding. A copy of all criteria shall be announced in the Spring for Summer/Fall awards and in the Fall for Spring/Summer awards, and posted on the college and University websites. All eligible faculty members shall be notified of the website address on which the criteria are posted.

(c) Submission. The FEO application shall be submitted to the chair or equivalent administrator (hereafter, "chair") of the faculty member's department or equivalent unit (hereafter, "department").

(d) Faculty members are advised to prepare the FEO application in consultation with their immediate supervisors.

(e) Contents of the Application. The completed application form shall include:

- (1) applicant's name, UF ID, and department, and college;
- (2) type of appointment, date of initial UF appointment, date of tenure (if applicable);
- (3) total FEO funds requested and a detailed budget and justification for how the funds are intended to be spent;
- (4) a listing of other funds that will be applied;
- (5) a one-paragraph abstract of the proposed FEO project written in a way that can be understood by faculty outside the applicant's discipline, alumni, and educated members of the general public;
- (6) one paragraph clearly identifying 3-5 of the project's goals;
- (7) a description in not more than one page of the plan, activities, and schedule of the project;
- (8) a listing of the specific benefits of the FEO to the applicant's professional growth, the department, the college, and/or the University overall; and

(9) an abridged version of the faculty member's curriculum vitae 2-4 pages in length.

21.11. FEO Selection Procedures. FEOs shall be awarded in accordance with the award criteria published by the FEO Task Force.

(a) Evaluation by the Department. The chair shall evaluate the application in consultation with an appropriate departmental committee and rank the applications based on the published FEO criteria, produce a brief rationale for the evaluation/ranking, and forward these results to the applicant and the college's elected Sabbatical/Professional Development Leave Committee (hereafter, "S/PDL Committee").

(b) Evaluation and Ranking by the S/PDL Committee. All applications endorsed by the department shall be evaluated and ranked by the college's elected S/PDL Committee, based on the published FEO criteria.

(1) The committee shall consider the department's ranking as well as the benefits of the proposed FEO to the faculty member, the University, and the profession/discipline and create a ranked list of recommended applications.

(2) Approval of proposals at the department and college levels shall constitute an endorsement that the application is meritorious.

(c) Dean's Recommendations. The dean or designee in consultation with the S/PDL committee, shall evaluate and rank the applications based on the published FEO criteria, and produce a brief rationale for the evaluation/ranking.

(1) The dean or designee shall forward the endorsed applications with the departmental and S/PDL rankings, and her or his recommendations, to the central FEO Task Force.

(2) Each college shall forward annually a number of FEO proposals that is not greater than 5% of the college's total number of faculty members.

(d) FEO Task Force Recommendations.

(1) The FEO Task Force shall review the applications received from and endorsed by the colleges and shall evaluate the application based on the published criteria.

(2) The Task Force shall recommend to the Provost which applicants should be awarded FEOs. The relevant dean or department chair may be consulted if the Task Force needs additional information about the purpose/value of a proposed FEO.

(e) Notification of Awards.

(1) The Provost shall announce the FEO decisions not later than April 15th for Summer/Fall awards and not later than November 15th for Spring/Summer awards.

(2) A faculty member who is awarded an FEO must notify the chair, and dean, within two (2) weeks after receiving the notification, if the faculty member is not able to accept the FEO.

(3) A faculty member may decline an awarded FEO and reapply in a subsequent year without prejudice. A faculty member may also postpone an awarded FEO, in which case the faculty member does not reapply but simply takes the FEO in a subsequent year agreed to by the faculty member, the chair, and dean.

(4) The Trustees shall provide the UFF with a report on FEOs each year as soon as practicable after all results of the process are known but not later than March 1st for the prior calendar year. The report shall include the following information for each college in the bargaining unit:

- a. The names of FEO applicants and amounts applied for;
- b. The names of FEO awardees and dollar amounts offered/awarded;
- c. The number of FEOs and dollar amounts accepted;
- d. The number of FEOs and dollar amounts accepted but deferred.
- e. The number of FEOs and dollar amounts declined.

(5) The report shall also include the total number of FEO awards and the total amount awarded University-wide.

21.12. Additional FEO Conditions.

(a) Copies of successful FEO proposals (without budget information) may be shared with FEO applicants if the proposal author agrees.

(b) Upon completion of an FEO, the faculty member shall submit a report of accomplishments to the central FEO Task Force. The FEO Task Force shall evaluate the faculty member's accomplishment of FEO goals and share this with the faculty member and her/his department chair. This evaluation shall be used in considering any future FEO requests from the faculty member.

21.13 Other Faculty Award Programs. The Trustees 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 22: SABBATICALS

22.1 Sabbatical Policy.

(a) Sabbatical leaves contribute significantly to the quality and success of research universities. Such leaves provide eligible faculty members with the opportunity to take a period of time for professional renewal, planned travel, study, formal education, research, writing, faculty development, certification, or other experience of professional value. Such sabbaticals are granted to increase a faculty member's value to the University and shall be subject to the eligibility, application, and selection criteria set forth below.

(b) Types of Sabbaticals.

(1) The Trustees shall make available fifty (50) full-pay, two-semester sabbaticals each year.

(2) In addition, the Trustees shall make available to eligible faculty members at least one sabbatical at full pay for one semester for each 20 eligible faculty members.

(3) The Trustees shall make available to each faculty member who has met the eligibility criteria and whose application has been reviewed by the University, a sabbatical for two (2) semesters at half-pay.

(d) Allocation of Sabbaticals. The full-pay one year and one semester sabbaticals shall be apportioned proportionately among colleges and administrative units equivalent to colleges (hereafter "College"). For purposes of apportionment, a faculty member in an administrative unit of fewer than twenty (20) faculty members shall be considered as part of the college closest in discipline.

(1) When the Trustees notify the colleges of the number of allocated sabbaticals, the Trustees will simultaneously provide that information to UFF.

(2) The notice will contain, by college, the number of eligible faculty, the number of one-semester and full-pay sabbaticals allocated, the name of each eligible faculty member, their title, tenure status, service date, and date of any previous sabbatical.

(e) A two-semester sabbatical may be taken during both semesters of one (1) academic year or during any mutually agreeable two (2) semesters over consecutive academic years.

(f) Sabbaticals that are awarded shall be implemented for the times requested unless circumstances result in irresolvable staffing problems precluding the sabbatical from being granted at the time envisioned. In this case

(1) the faculty member shall be provided the sabbatical beginning the following year, or at another time as agreed to by the faculty member and the Trustees or designee; and

(2) the period of postponement shall be credited for eligibility for a subsequent sabbatical; that is, for a subsequent sabbatical the time counted since the previous sabbatical shall begin from the year the previous sabbatical was awarded, not the time it was fully implemented.

(g) No faculty member shall be discriminated against or retaliated against for having taken or postponed a sabbatical.

22.2 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 shall be eligible for sabbaticals.

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

(c) Eligible faculty members shall be notified annually as early as practicable in the spring semester regarding eligibility requirements and application deadlines.

22.3 Application.

(a) **Submission Deadline.** Applications for sabbaticals shall be submitted in accordance with the provisions of this Agreement to the chair or equivalent administrator (hereafter, "chair") of the faculty member's department or equivalent unit (hereafter, "department") by October 15th.

(b) **Simultaneous Application.** If a faculty member is willing to accept a one (1)-semester full-pay sabbatical rather than a one (1) year, full-pay sabbatical, the faculty member may apply simultaneously with a single application. The faculty member must so indicate on the application. If the faculty member applies for both types of sabbatical and is not awarded either, he/she will be awarded a two (2)-semester half-pay sabbatical, assuming the application is in order.

(c) **Contents of the Application.** Each application shall include the following:

- (1) the applicant's name;
- (2) the applicant's department;
- (3) the semesters that the sabbatical is requested for;
- (4) the dates of all previous sabbaticals taken;
- (5) the number of semesters of full-time service at the University, as defined in Section 22.2(a)(1), since the faculty member's previous sabbatical;
- (6) a 750 word (maximum) statement describing the planned activities while on sabbatical, specific results anticipated from the leave, and any anticipated supplementary income; and
- (7) a signed and dated statement that the applicant agrees to comply with the conditions of the sabbatical program as described in Section 22.5.

(d) **Chair's Ranking and Recommendation.**

- (1) Before forwarding the submitted applications to the college, the chair shall assess and rank the applications and attach to each application and a brief rationale for the ranking on the application a brief assessment and rationale for the ranking.
- (2) The chair shall then forward all applications to the college.

22.4 Selection and Implementation of Awarded Sabbaticals.

(a) Elected Sabbatical/PDL Committee. In each college, a Sabbatical/PDL Committee shall be elected by and from the tenured full-time faculty. The committee members shall elect the committee chairperson.

(b) Committee's Ranking Procedure. If there are more applicants for sabbaticals than there are sabbaticals available in the college, the committee shall rank the applications.

(c) The committee shall submit the ranked list of recommended sabbatical applications to the dean or equivalent administrator (hereafter, "dean") or designee.

(d) The dean or designee shall make the final decision from the list. The dean shall consult with the committee prior to awarding a sabbatical that does not follow the committee's ranking.

(e) Notification.

(1) The dean or designee shall announce the sabbatical decisions to applicants.

(2) A faculty member who is awarded a sabbatical must notify the chair and the dean within two (2) weeks after receiving the notification if the faculty member is not able to accept the sabbatical.

(3) A faculty member may decline an awarded sabbatical and reapply in a subsequent year without prejudice. A faculty member may also postpone an awarded sabbatical, in which case the faculty member does not reapply but simply takes the sabbatical beginning the following year or at a mutually satisfactory other time.

(4) If a faculty member who has been awarded a sabbatical declines or postpones the sabbatical, it shall be awarded to the faculty member who was ranked next highest in the college ranked application.

22.5 Terms of Sabbatical Program.

(a) The faculty member must return to the University for at least one (1) academic year following the completed sabbatical, unless there is a written agreement to the contrary prior to participation. Return to the University of salary received during the program may be required in those instances where neither of the above is satisfied.

(b) Faculty members shall not normally be eligible for a second sabbatical until six (6) years of continuous service are completed following the awarding of the previous one.

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

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

(e) 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 Trustees such as fellowships, grants-in-aid, and contracts and grants, to assist in accomplishing the purposes of the sabbatical.

(1) Receipt of funds for such purposes shall not result in reduction of the faculty member's University salary.

(2) Grants for such financial assistance from other sources may, but need not, be administered through the University.

(3) 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.

(f) Employment unrelated to the purpose of the sabbatical leave is governed by the provisions of Article 29, Conflict of Interest and Outside Activity.

22.6 Sabbaticals for Faculty at the P. K. Yonge Developmental Research School.

(a) Policy. Sabbaticals for professional development shall be made available to faculty members at the P. K. Yonge Developmental Research School (hereafter, "PKY") who meet the requirements set forth below. Such sabbaticals are granted to increase a faculty member's value to PKY through enhanced opportunities for professional renewal, planned travel, study, formal education, research, writing, faculty development, certification, or other experience of professional value. No faculty member shall be discriminated against or retaliated against for having taken or postponed a sabbatical.

(b) Type and Number of Sabbaticals. Once every two (2) years the Trustees shall make available to eligible PKY faculty members at least one (1) sabbatical at either-full pay for one (1) PKY semester or half pay for one (1) PKY academic year at the faculty member's option.

(c) Sabbaticals that are awarded shall be implemented for the times requested unless the faculty member decides to postpone the sabbatical. In this case

(1) the faculty member shall be provided the sabbatical beginning the following year, or at a later time as agreed to by the faculty member and the Trustees or designee; and

(2) the period of postponement shall be credited for eligibility for a subsequent sabbatical; that is, for a subsequent sabbatical the time counted since the previous sabbatical shall begin from the year the previous sabbatical was awarded, not the time it was fully implemented.

(d) Eligibility.

(1) Full-time permanent-status faculty members with at least six (6) years of full-time service at PKY shall be eligible for sabbaticals.

(2) Eligible faculty members shall be notified annually regarding eligibility requirements and application deadlines.

(e) Application.

(1) Submission Deadline. Applications for sabbaticals shall be submitted in accordance with the provisions of this Agreement to the Director of PKY (hereafter, "Director") the year before the sabbatical would begin.

(2) Contents of the Application. Each application shall include the following:

- a. the applicant's name;
- b. the number of semesters of full-time service at PKY;
- c. the year that the sabbatical is requested for;
- d. the dates of all previous sabbaticals taken;
- e. a brief (750 word) statement describing the planned activities

while on sabbatical; and

f. a signed and dated statement that the applicant agrees to comply with the conditions of the sabbatical program as described in Section 22.6(h).

(f) Selection and Implementation. A three-member sabbatical selection committee shall be elected by and from the permanent-status full-time faculty members for the purpose of making a recommendation to the Director regarding the awarding of sabbaticals. The committee members shall elect the committee chairperson.

(1) Committee's Ranking Procedure.

a. The committee shall rank the applications, considering the benefits of the proposed sabbatical to the faculty member, PKY, and the profession.

b. The committee shall submit the ranked list of recommended sabbaticals to the Director.

(2) The Director or designee shall make the final decision from the list, and consult with the committee prior to a decision that does not follow the committee's ranking.

(g) Notification of Awards.

a. The Director shall announce the sabbatical decisions to applicants.

b. A faculty member who is awarded a sabbatical must notify the Director within two (2) weeks after receiving the notification if the faculty member is not able to accept the sabbatical.

c. A faculty member may decline an awarded sabbatical and reapply in a subsequent year without prejudice. A faculty member may also postpone an awarded sabbatical, in which case the faculty member does not reapply but simply takes the sabbatical the following year, or at another time as agreed to by the faculty member and the Director.

d. If a faculty member who has been awarded a sabbatical declines or postpones the sabbatical, it shall be awarded to the next highest ranked application.

(h) Terms of Sabbatical Program.

(1) While on sabbatical, the faculty member's salary shall be either at full pay or half pay, depending on the faculty member's option.

(2) The faculty member must return to PKY for at least one (1) academic year immediately following the completed implementation of the sabbatical unless there is a written agreement to the contrary prior to participation. Return to PKY of salary received during the program may be required in those instances where neither of the above is satisfied.

(3) Faculty members shall not be eligible for another sabbatical until six (6)

years of continuous service are completed following the awarding of the previous one.

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

(5) Faculty members shall continue to accrue sick leave on a full-time basis during the sabbatical.

(6) 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 Trustees such as fellowships, grants-in-aid, and contracts and grants, to assist in accomplishing the purposes of the sabbatical.

a. Receipt of funds for such purposes shall not result in reduction of the faculty member's University salary.

b. 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.

(7) Employment unrelated to the purpose of the sabbatical leave is governed by the provisions of Article 29, Conflict of Interest and Outside Activity.

22.8 Annual Report on Sabbaticals.

(a) As soon as practicable each year, the Provost shall provide a complete report, by college, of the sabbaticals awarded for the upcoming year, including P. K. Yonge.

(b) The reports shall include the following information for each college:

- (1) The number of faculty members who were eligible for a sabbatical;
- (2) The number and type of apportioned sabbaticals;
- (3) The number and type of applications for sabbaticals;
- (4) The number and type of sabbaticals awarded;
- (5) The number and type of sabbaticals accepted; and
- (6) The number and type sabbaticals accepted but deferred.

ARTICLE 23: PROFESSIONAL DEVELOPMENT LEAVES

23.1 Professional Development Leave Policy.

(a) Professional development leaves contribute significantly to the quality and success of research universities. Such leaves provide eligible faculty members with the opportunity to take a period of time for professional renewal, educational travel, study, formal education, research, writing, faculty development, certification, or other experience of professional value. Such leaves are granted to increase a faculty member's value to the University.

(b) Types of Professional Development Leave. Each year, the Trustees shall make available at least one (1) professional development leave at full pay for one (1) semester or its mutually acceptable equivalent (for example, leave at half-pay for two (2) semesters), for each twenty (20) eligible faculty members, subject to the eligibility, application, and selection criteria set forth below. Professional development leaves shall be divided among the colleges according to their proportion of eligible faculty.

(c) No faculty member shall be retaliated against for having taken a professional development leave.

23.2 Eligibility for Professional Development Leave.

(a) Full-time faculty members with three (3) or more years of service at the University shall be eligible for professional development leaves, except those faculty members who are serving in tenure-earning or tenured positions.

(b) A faculty member who is compensated through a contract or grant may receive a professional development leave only if the contract or grant allows for such leaves and the faculty member meets all other eligibility requirements.

(c) Eligible faculty members shall be notified annually no later than February 28 regarding eligibility requirements, application deadlines, and criteria for selection.

23.3 Application and Selection for Professional Development Leave.

(a) Applications for professional development leave shall be submitted in accordance with the provisions of this Agreement to the chair or equivalent administrator (hereafter, "chair") of the faculty member's department or equivalent unit (hereafter, "department") by October 15.

(b) Each application shall include the following:

- (1) the applicant's name;
- (2) the applicant's department;
- (3) the number of years of full-time service at the University;
- (5) the dates of all previous professional development leaves taken;
- (6) a brief (one page) statement describing the planned activities while on leave, specific results anticipated from the leave, and any anticipated income; and
- (7) a signed and dated statement that the applicant agrees to comply with the

conditions of the professional development leave program as described in Section 23.5.

(c) Criteria. The Trustees or designee shall award professional development leaves when the Trustees or designee believes that completion of the project or work would improve workplace productivity. Criteria for potential workplace productivity shall be defined by the appropriate dean or equivalent administrator (hereafter, “dean”) and made available to eligible faculty members.

(d) The chair shall assess and rank the applications and report the ranking of each application and a brief rationale for the ranking on the application.

(e) The professional development leaves shall be apportioned proportionately among colleges. In each college, a committee shall be elected by and from the full-time faculty members who are not in tenured or tenure-earning positions to make recommendations for professional development leaves. The committee chairperson shall be elected by the committee members.

(1) If there are more applicants for professional development leaves than available leaves in the college, the committee shall rank the applicants. In ranking the applicants, the committee shall consider the benefits of the proposed leave to the faculty member, the University, and the profession; the chair’s ranking of the application; and length of service since previous professional development leave or initial appointment.

(2) The committee shall submit the ranked list of recommended faculty members to the dean or designee.

(3) The dean or designee shall make the final decision from the list and consult with the committee prior to awarding a leave that does not follow the committee’s ranking.

(f) Notification of Awards.

(1) The dean or designee shall announce the professional-development-leave decisions to applicants no later than January 31.

(2) A faculty member who is awarded a professional development leave must notify the chair if they are able to accept the leave before February 15, or two (2) weeks after receiving the notification, whichever is later.

(3) A faculty member may decline an awarded professional development leave and reapply in a subsequent year without prejudice. A faculty member may also postpone an awarded professional development leave, in which case the faculty member does not reapply but simply takes the leave in a subsequent year approved by the chair and dean.

(4) If a faculty member who has been awarded a professional development leave declines or postpones it, the leave shall be awarded to the faculty member who was ranked next highest in the college.

23.4 Implementation of Awarded Professional Development Leaves.

(a) Professional development leaves shall be granted unless the application has failed to satisfy the requirements of subsections 23.3(a)–(c) or unless the awarding of more than one (1) professional development leave in a department would result in irresolvable staffing problems that preclude such leave from being granted at the time envisioned.

(1) In this latter instance, the faculty member shall be provided the professional development leave the following semester or year, or at a later time as agreed to by the faculty member and the Trustees or designee.

(2) The period of postponement shall be credited for eligibility for a subsequent professional development leave.

(b) If only one (1) eligible faculty member in the department is awarded a professional development leave that year, the awarded leave must be granted unless extraordinary circumstances result in irresolvable staffing problems precluding such leave from being granted at the time envisioned.

(1) In this latter instance, the faculty member shall be provided the professional development leave the following semester or year, or at a later time as agreed to by the faculty member and the Trustees or designee.

(2) The period of postponement shall be credited for eligibility for a subsequent professional development leave.

23.5 Terms of Professional Development Leave.

(a) While on a professional development leave, the faculty member's salary shall be full pay for one (1) semester or, upon mutual agreement, its equivalent (for example, leave at half pay for two (2) semesters).

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

(c) Faculty members shall not normally be eligible for another professional development leave until three (3) years of continuous service are completed following the previous leave.

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

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

(f) While on leave, a faculty member shall be permitted to receive funds for travel and living expenses, and other professional-development-leave-related expenses, from sources other than the University such as fellowships, grants-in-aid, and contracts and grants, to assist in accomplishing the purposes of the professional development leave.

(1) Receipt of funds for such purposes shall not result in reduction of the faculty member's University salary.

(2) Grants for such financial assistance from other sources may, but need not, be administered through the University.

(3) 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 period of the professional development leave to a level comparable to the faculty member's current year salary rate.

(g) Employment unrelated to the purpose of the professional development leave is governed by the provisions of Article 29, Conflict of Interest and Outside Activity.

23.6 Other Study Leave.

(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 supervisor, be permitted to attend up to six (6) credits of course work per semester during work, provided that:

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

(2) The supervisor believes that completion of the course work would improve the productivity of the department or function of which the faculty member is a part; 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.

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

23.7 Annual Report on Professional development leaves.

(a) Each college shall report in writing to the Provost on the results of the award process of professional development leaves for the ensuing school year. Not later than April 30 of each year, the Provost shall provide a complete report, by college, of the professional development leave results.

(b) The report shall include the following information for the college:

- (1) The number of faculty members that were eligible for a professional development leave;
- (2) The number of apportioned professional development leaves;
- (3) The number of applications for professional development leaves;
- (4) The number of professional development leaves awarded;
- (5) The number of professional development leaves accepted; and
- (6) The number of professional development leaves accepted but deferred.

ARTICLE 24: OTHER LEAVES

24.1 Policy.

(a) The Trustees recognize that from time to time faculty members will have legitimate reasons for needing to take leave from assigned duties.

(b) No faculty member shall 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 Trustees or their designee).

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

(3) Leave for official holidays or for official emergency closings is taken without needing to request it or have it approved by the appropriate supervisor.

(4) 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.

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

(c) Retirement and Social Security Contributions and Credits.

(1) Contributions made by the Trustees to the faculty member's retirement and Social Security 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.

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

(e) The following leaves are paid leaves:

(1) Official holidays (see Section 24.2)

(2) Three-year pilot program for parental leave (see UFF or HR website)

(3) Sick leave (if sick leave has been accrued) (see Section 24.9(a)), which may be used for personal illness or injury, exposure to contagious disease, appointments with a health care provider, or the illness, injury, appointment with the health care provider, or death of a member of the immediate family.

(4) Work-related illness or injury under the Worker's Compensation law (see Section 24.9(c))

(5) Compulsory Medical Leave (see Section 24.9(d))

(6) Vacation Leave for 12-month faculty (see Section 24.10)

(7) Administrative Leaves

a. Jury Duty and Court Appearances (see Section 24.11(a))

- b. Leave Pending Investigation (see Section 24.11(b))
 - c. Military Leave (see Section 24.11(c))
 - d. Disabled Veterans Reexamination or Treatment (see Section 24.11(c)(5))
 - e. Florida Disaster Volunteer Leave (see Section 24.11(d)(1))
 - f. Civil Disorder Or Disaster Leave (see Section 24.11(d)(2))
 - g. Athletic Competition Leave (see Section 24.11(d)(3))
 - h. Official Emergency Closings (see Section 24.11(e))
- (8) Personal Leave Days under Sections 24.12(a) and (b)
- (9) Compensatory Leave (See Section 24.14)
- (f) The following leaves are without pay, but may be taken with pay by using accrued leave:
 - (1) Family and Medical Leave entitlements (see Section 24.7)
 - (2) Parental Leave (see under Section 24.8(c) and (d))
 - (3) Additional Medical Leave (if leave has been accrued) (see Section 24.9(b))
 - (4) Leaves for any military-service-related reason (see Section 24.13(e))
- (g) The following leaves are unpaid (see Section 24.13):
 - (1) Additional Medical Leave (after all accrued leave has been used) (see Section 24.9(b))
 - (2) Personal Leave under Section 24.12(c)
- (h) The following leaves shall be granted upon request of a qualifying faculty member, under appropriate circumstances.
 - (1) Family and Medical Leave entitlements (see Section 24.7)
 - (2) Parental Leave (see Section 24.8)
 - (3) Sick Leave (see Section 24.9(a))
 - (4) Work-related illness or injury under the Worker's Compensation law (see Section 24.9(c))
 - (5) Jury Duty and Court Appearances (see Section 24.11(a))
 - (6) Military Leave (see Section 24.11(c))
 - (7) Disabled Veterans Reexamination or Treatment (see Section 24.11(c)(5))
 - (8) Florida Disaster Volunteer Leave (see Section 24.11(d)(1))
 - (9) Civil Disorder or Disaster Leave (see Section 24.11(d)(2))
 - (10) Athletic Competition Leave (see Section 24.11(d)(3))
 - (11) Personal Leave (see Section 24.12)
 - (12) Unpaid Leave (see Section 24.13)
- (i) All other leaves are granted at the discretion of the appropriate administrator. However, permission shall not be unreasonably withheld.
- (j) 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.

(k) Unless agreed otherwise, a faculty member shall be employed in the same or similar status upon completion of the approved leave period.

(l) Meetings and Conferences. Faculty member who, as part of their duties and responsibilities, attend meetings or conferences shall not be required to take leave. Instead, such attendance shall be considered time worked, including travel time to out-of-town meetings and conferences, whether or not such travel occurs during the normal work schedule.

24.2 Holidays.

(a) A faculty member shall be entitled to observe all official holidays designated in accordance with University regulations. No classes shall be scheduled on official holidays. Classes not held because of an official holiday shall not be rescheduled.

(b) Faculty members, upon approval by their supervisor, shall also be entitled to use accrued leave to observe the religious holidays of their respective faiths.

(c) Supervisors are encouraged not to require a faculty member to perform duties on holidays; however, 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.

24.3 Tenure/Permanent Status Credit During Periods of Leave.

(a) A semester (or a 19.5 week period for 12-month faculty) 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.

(b) A semester (or 19.5 weeks for 12-month faculty) in which a faculty member is on reduced full-time equivalent (FTE) paid 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.

(c) If a faculty member is on paid or unpaid leave during ten (10) or more business days during a semester, the semester shall not be creditable as part of the tenure probationary period for the purpose of determining eligibility for tenure or permanent status, except under the conditions specified in Sections 24.3(a) and 24.3(b), above or by mutual agreement of the faculty member and the Trustees or designee.

24.4 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 should 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, if practicable.

(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, if practicable.

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

(d) An absence without approved leave or extension of leave shall subject the faculty member to the provisions of Article 30, Disciplinary Action and Job Abandonment.

(e) A faculty member's request for use of leave for an event covered by the provisions of the Family and Medical Leave Act (FMLA) of 1993 (Public Law 103-3) or by the additional family and medical leave rights elaborated in Section 24.7 shall be submitted and responded to in accordance with the provisions of Section 24.7.

24.5 Accrual during Leave with Pay.

(a) A faculty member shall accrue normal leave credits while on paid leave in full-pay status, or while participating in the sabbatical or professional development programs in any pay status.

(b) If a faculty member is on paid leave in less than full-pay status, other than for sabbaticals or professional development programs, the faculty member shall accrue leave in proportion to the pay status.

(c) Accrued leave shall be credited on the last day of each pay period or, in the case of separation, on the last day the faculty member is on the payroll.

24.6 Return from Leave.

(a) A faculty member who returns from an approved leave of absence with or without pay 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 Trustees 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.

(c) The return from Family and Medical leave shall be in accordance with Section 24.7.

24.7 Family and Medical Leave Entitlements.

(a) The Family and Medical Leave Act of 1993 ("FMLA") is the common name for

the Federal law (Public Law 103-3 and its final regulations, 29 CFR Part 825) providing eligible faculty members an entitlement to unpaid leave of up to four hundred and eighty (480) hours (or the equivalent of twelve (12) workweeks) for qualified family or medical reasons during a one-year period. The failure to list, define, or specify any particular provision or portion of the FMLA in this Agreement shall in no way constitute a waiver of any of the rights or benefits conferred to the employer or the 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 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 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 including OPS employees 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) This Family and Medical Leave entitles the faculty member to take unpaid leave. The faculty member may take the leave either continuously or intermittently.

(4) Faculty members may use accrued paid leave during any such leave. The use of such accrued paid leave shall be counted toward the entitlement.

(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) The Family and Medical leave entitlement during the twelve (12)-month period is for a total of four hundred and eighty (480) hours, not four hundred and eighty (480) hours per event.

(3) 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 Trustees 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 four hundred and eighty (480) hours within the appropriate 12-month period for such leave. 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 for the four hundred and eighty (480) hours (12 workweeks) of 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 24.13(e).

(3) After the Trustees or their designee has acquired knowledge that the leave is being taken for a Family and Medical Leave-required reason, the Trustees or their designee shall within two (2) business days, absent extenuating circumstances, notify the faculty member of the period of Family and Medical leave to be granted, including the date of return to employment. If the notice is oral, it shall be confirmed in writing no later than the following payday (unless the payday is less than one week after the oral notice, in which case the notice must be no later than the subsequent payday).

(e) Medical Certification.

(1) The Trustees 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 the faculty member's 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), after being absent on Family and Medical Leave.

(f) Return to Position. Upon return from Family and Medical leave, the faculty member 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 conditions and terms under which such leave is to be granted.

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

24.8 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. Parental leave is also provided to a faculty member who is a domestic partner to an expected biological or adoptive parent.

(1) The term "parent" shall be defined as the biological parent of a faculty member or an individual who stood in *loco parentis* to a faculty member when the faculty member was a child.

(2) The term "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*.

(b) **Paid Parental Leave Pilot Program.** A faculty member shall be provided with up to nineteen and a half contiguous weeks, or one (1) semester, of parental leave under a three-year pilot program when the faculty member qualifies under subsection 24.8(a), above. The paid parental leave shall be in accordance with the terms of the Memorandum of Understanding (MOU) between the UFF and the Trustees dated February 8, 2008, which can be found on the UFF website (<http://www.uffacultycontract.org/new/contract.shtml>) or the Human Resource Services website (<http://www.hr.ufl.edu/benefits/default.asp>).

(c) The period of parental leave shall begin on a date that is determined by the faculty member in consultation with the Trustees or designee and following written notification to and approval by the Trustees or designee. The Trustees or their designee shall acknowledge to the faculty member in writing the period of leave to be granted and the date of return to employment.

(d) At the end of the approved parental leave and at the faculty member's request, the Trustees or their designee shall grant part-time leave without pay, which may be taken with pay by using accrued leave for a period not to exceed one (1) year, unless the Trustees or their designee determines that granting such leave would be inconsistent with the best interests of the University.

(1) 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.

(2) Use of accrued paid leave during an approved period of unpaid leave shall be in accordance with Sections 24.9(a) and (b) and 24.13(e).

(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.

(f) Upon agreement between the faculty member and the University, intermittent leave under the FMLA, other family medical and/or parental leave, or a reduced work schedule may be approved for qualifying circumstances in accordance with Section 24.7.

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

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

c. A faculty member appointed under Other Personal Services (OPS) shall not accrue sick leave.

(2) Uses of Sick Leave.

a. Sick leave shall be accrued before being taken, provided that a faculty member who participates in a sick leave pool shall not be prohibited from using sick leave otherwise available to the faculty member through the 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. An "immediate family member" is defined in Section 24.7(b)(1), above.

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. For this purpose, 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 Trustees or their designee 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 by a health care provider who is not a University staff member, which shall be paid for by the Trustees. If the medical certification indicates that the faculty member is unable to perform assigned duties, the Trustees or their designee may place the faculty member on compulsory leave under the conditions set forth in Section 24.9(d).

(4) Transfer of Credits.

a. An employee at another university in the Florida State University System or State of Florida agency who accepts employment at the University within 100 days

may transfer up to 80 hours of accrued sick leave unless the faculty member has received a lump sum payment for accrued sick leave.

b. When a faculty member moves to a position in State government, the transfer of unused sick leave shall be governed by the rules of the plan to which the faculty member is transferring.

c. The transfer of unused sick leave from a local government to the University is not permitted unless a reciprocal agreement in writing between the Trustees or their designee and the previous employing entity is in effect.

d. Upon termination, any leave accepted in transfer shall be cashed out in keeping with the provisions of subsection 24.9(a)(5), below.

e. 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 who is 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 Trustees 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 in paragraph a., above. For a faculty member who is re-employed by the university within twelve (12) calendar months 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 a member of his or her "immediate family," as defined under Section 24.7(b)(1), with a serious health condition, whether or not the faculty member has accrued paid leave.

(1) The faculty member shall apply accrued paid leave, as defined in Section 24.7(a) above, to the extent that such leave is available. Thereafter, the medical leave shall be unpaid leave, unless the Trustees or designee grants paid leave.

(2) 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 Chapter 440, Florida Statutes. A faculty member who sustains a work-related illness or injury that is compensable under the Workers' Compensation Law shall be treated in accordance with Chapter 440, Florida Statutes, and provided with University benefits as follows:

(1) Time away from work for the initial medical assessment and/or treatment of a work-related illness or injury shall be counted as work time but shall not cause faculty members to exceed their scheduled work hours for that day.

(2) The faculty member shall be provided with modified/alternate duties, consistent with the University's Modified Duty Program Policy, 2006. A copy of the policy is available from the Workers' Compensation Office, PO Box 115008, Gainesville, Florida 32611-5008.

(3) The faculty member placed on workplace injury leave shall be carried in full-pay status, without being required to use accrued paid sick or vacation leave, for a period immediately following the illness or injury not to exceed seven (7) days or forty (40) work hours if taken intermittently.

a. Workplace injury leave shall be used only when a medical provider authorized to assess workers' compensation cases documents that the faculty member is unable to work due to the faculty member's compensable injury and/or when a work unit cannot provide the faculty member with modified duty work within the faculty member's medical restrictions.

b. The workplace injury leave shall be pro-rated based on the faculty member's current FTE, but shall not exceed forty (40) hours per fiscal year for full-time faculty.

c. Such leave time shall be counted against the faculty member's FMLA entitlement. Unused Workplace Injury Leave hours shall not carry forward from one fiscal year to next.

d. All authorized work-related injury absences or time away from work that do not meet the criteria for workplace injury leave shall be covered by the faculty member's FMLA leave, FMLA leave of absence, or other leave if all FMLA leave has been exhausted.

(4) If an authorized medical provider documents that the faculty member is unable to resume work at the end of the period provided in subsection 24.9(c)(3), above, due to their work-related illness or injury and/or if a work unit cannot provide the faculty member with modified duty work within the faculty member's medical restrictions:

a. The faculty member receiving workers' compensation indemnification may elect to use FMLA personal leave to supplement that benefit, or may elect to use accrued paid leave in an amount necessary to receive salary payment that will increase the Workers' Compensation payments to the total salary being received prior to the occurrence of the illness or injury. In no case, however, shall the faculty member salary and Workers' Compensation benefits exceed the amount of the faculty member's regular salary payments; or

b. The faculty member shall be placed on unpaid leave and shall receive normal Workers' Compensation benefits if the faculty member has exhausted all accrued paid leave in accordance with subsection 24.9(c)(4)a., immediately above, or the faculty member elects not to use accrued paid leave.

(5) 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.

(6) If, at the end of the leave period, the faculty member is unable to return to work and perform even appropriately modified assigned duties, the Trustees or their designee shall advise the faculty member, as appropriate, of the Florida Retirement System's disability provisions and application process, and may, based upon a current medical certification by a health care provider prescribed in accordance with Chapter 440 (Worker's Compensation), Florida Statutes, and taking the University's needs into account:

- a. offer the faculty member part-time employment;
- b. place the faculty member in unpaid leave status 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.

(d) Compulsory Medical Leave.

(1) Placing Faculty Member on Compulsory Medical Leave.

a. If, after the exhaustion of sick leave and the end of other medical leave to which the faculty member may be entitled, a faculty member is unable to perform assigned duties due to illness or injury, the Trustees or their designee may require the faculty member to submit to a medical examination, the results of which shall be released to the Trustees, by a health care provider chosen and paid by the Trustees, or by a health care provider chosen and paid by the faculty member, who is acceptable to the Trustees or their designee. If the Trustees or their designee agrees to accept the faculty member choice of a health care provider, the Trustees may not then require another Trustee-paid examination.

b. The health care provider shall submit to the Trustees or their designee the appropriate medical certification(s).

c. If the medical examination confirms that the faculty member is unable to perform assigned duties, the Trustees or their designee 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. If the compulsory leave combines the use of accrued paid leave with unpaid leave, the use of such leave shall be in accordance with the provisions of Section 24.13.

c. Unless agreed otherwise, the Trustees or their designee 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, with or without pay, 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 Trustees or their designee 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 24.13 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.

24.10 Vacation Leave

(a) Accrual of Vacation Leave.

(1) Vacation leave for full-time faculty members shall be as follows with proportionate accrual for less than full-time. 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. Postdoctoral Associates shall not accrue vacation leave.

(2) Hours Accrued During Biweekly Pay Period. A faculty member shall accrue 6.769 hours per biweekly pay period, up to a year-end maximum of 480 hours and an overall maximum payment of 352 hours.

(3) The hours accrued shall be credited at the conclusion of each pay period or, upon termination, at the effective date of termination.

(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 post sick leave on an hour-for-hour basis during the period of December 26 and December 31 of each year.

(5) The Trustees or their designee is authorized to grant approval to 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 unless vacation leave is advanced by the Trustees or their designee.

(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 reasonable time deemed advisable by the President or designee based on the effective functioning of the unit, the efficient use of available personnel, and budget. The President or designee shall consult the faculty member and

make a reasonable effort to choose a mutually satisfactory time for the faculty member to use the accrued paid vacation leave.

(5) Upon moving from a position that accrues vacation leave to a position that accrues sick leave only, the faculty member (excluding Post-Doctoral faculty members) shall be paid for unused vacation leave, unless the employee elects for a period up to two (2) years to retain all unused vacation leave.

(6) When a faculty member who has accrued paid vacation leave moves to another position in State government, the transfer of leave shall be governed by the rules of the plan to which the faculty member is transferring.

(c) Payment for Unused Vacation Leave.

(1) Upon termination from a position that accrues vacation leave, or upon transfer from position that accrues vacation leave to an academic-year or Developmental-Research-School position, and unless the faculty member requests the option in subsection 24.10(c)(2) below, the Trustees shall pay the faculty member for up to forty-four days (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 Trustees or designee that the faculty member was unable to reduce the unused vacation leave balance prior to termination or reassignment to an academic-year or Developmental-Research-School contract. The faculty member shall forfeit all unused vacation leave in excess of forty-four days (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 forty-four days (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) A faculty member who separates from employment shall be paid for all unused vacation leave hours up to the maximum payment allowed for his or her pay plan.

(5) Upon layoff, a faculty member shall be paid for up to forty-four days (352 hours) of unused vacation leave in lump sum. For faculty members who are re-employed by the Trustees 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 lump sum leave payment received at the time of layoff.

(6) 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.

24.11 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 29, 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 Vice President for Human Resource Services or designee in conjunction with the Provost or designee may immediately place a faculty member on leave pending investigation when the faculty member's presence in the workplace may result in damage to property or injury to the faculty member or others. The leave pending investigation shall commence immediately upon the Trustees or their designee providing the faculty member with a written notice of the reasons for it. The leave shall be with pay, with no reduction of accrued leave.

(c) Military Leave.

(1) Examinations for Military Service. Upon presentation of a copy of the employee's official orders or appropriate military certification, an employee who is ordered to appear for an examination for entrance into the military service shall be granted administrative leave or leave not affecting accrued leave balances for this purpose.

(2) Short-term Military Training. A faculty member who is a member of the United States Armed Forces Reserve, including the National Guard, upon presentation of a copy of the faculty member's official orders or appropriate military certification, shall be granted leave with pay during periods in which the faculty member is engaged in annual field training or other active or inactive duty for training exercises.

a. A copy of the official orders shall be filed in the faculty member's personnel file.

b. Such leave shall be designated as administrative leave or leave not affecting accrued leave balances and shall be without loss of time or efficiency rating.

c. Whether continuous or intermittent, such leave with pay shall not exceed seventeen (17) business days in any one (1) federal fiscal year (October 1 – September 30).

d. Any absence in excess of seventeen (17) working days may, upon

request by the employee and approval by the appropriate supervisor, be covered by accrued paid vacation, sick, or compensatory leave. If not requested by the employee or approved by the appropriate supervisor as vacation or compensatory leave, such absences in excess of seventeen (17) working days shall be approved as unpaid leave.

(3) National Guard State Service. Upon presentation of a copy of the employee's official orders or appropriate military certification, a faculty member who is a member of the Florida National Guard shall be granted leave with pay on all days when ordered to active service by the State.

a. A copy of the official orders shall be filed in the faculty member's personnel file.

b. Such leave shall be designated as administrative leave or leave not affecting accrued leave balances and shall be without loss of time or efficiency rating.

c. Such leave with pay shall not exceed thirty (30) days at any one time.

d. If not requested by the employee or approved by the appropriate supervisor as paid vacation, sick, or compensatory leave, such absences in excess of thirty (30) days shall be approved as unpaid leave.

(4) Other Military Leave. Upon presentation of a copy of the employee's official orders or appropriate military certification, a faculty member, except a faculty member who is employed in a temporary position or employed on a temporary basis, who is drafted, who volunteers for active military service, or who is ordered to active duty (not active duty training) shall be granted leave in accordance with Chapter 43 of Title 38, United States Code. Active military service includes active duty with any branch of the United States Army, Air Force, Navy, Marine Corps, Coast Guard, National Guard of the State of Florida, or other service as provided in Sections 115.08 and 115.09, Florida Statutes. Such leave shall be without loss of performance rating.

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

b. Applicability of Laws. Federal and State law shall govern the granting of military leave and the faculty member's re-employment rights.

c. Use of Vacation Leave. Beyond the first thirty (30) days of leave, which shall be with full pay and shall not affect a faculty member's vacation or sick leave balance, use of accrued paid leave is authorized during unpaid military leave in accordance with Section 24.13.

d. Reinstatement. The position of a faculty member granted military leave may be filled on a temporary basis. Upon separation from the military service, the faculty member is eligible to return to the faculty member's former position or a different position in the same class and status in the same geographic location if reinstatement is requested within one (1) year after separation. The Trustees may require the faculty member to submit to a medical

examination to determine the faculty member's fitness to perform the essential functions of the position to which the faculty member may be returning. If the medical findings establish that the faculty member is unable to perform the essential functions of the position, the Trustees shall place the faculty member in another class with duties that the faculty member is able to perform and that are the nearest approximation to the position held prior to the military service.

(5) Disabled Veterans Reexamination or Treatment. Section 110.119, Florida Statutes, provides for re-examination or treatment with respect to service-connected disability. A faculty member who has been rated by the Veterans Administration to have incurred a service-connected disability and has been scheduled by the Veterans Administration to be reexamined or treated for such disability shall be granted, upon presentation of written confirmation of having been so scheduled, administrative leave or leave not affecting accrued leave balances for such reexamination or treatment without loss of pay, benefits, or efficiency rating, not to exceed six days in any calendar year.

(d) Other Leaves Provided Not Affecting Accrued Leave Balances. A faculty member may be granted other leaves not affecting accrued leave balances that are provided as follows:

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

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

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

(e) Official Emergency Closings. The Trustees or their designee may close the University, or portions of the University, in the event of an emergency.

24.12 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.

(c) Unpaid Personal Leave.

(1) Upon the request of a faculty member, the President or designee shall grant an unpaid leave for a period not to exceed one year unless the President or designee determines that granting such leave would be inconsistent with the academic or employment needs of the University. Such leave shall be extended upon mutual agreement.

(2) If practicable, the request should be made not later than 120 days prior to the beginning of the academic term or date the leave is requested. The Trustees or designee shall approve or deny such request in writing not later than thirty (30) days after receipt of the request.

(3) Faculty members on personal leave of absence will be responsible for the entire cost of benefit premiums. Other provisions of Section 24.13, regarding unpaid leave, shall also apply to unpaid personal leave.

24.13 Unpaid Leave.

(a) Granting. Upon request of a faculty member, the Trustees or their designee shall grant a leave without pay for a period not to exceed one (1) year unless the Trustees or their designee 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) **Use of Paid Accrued Leave During an Approved Period of Unpaid Leave.** Use of accrued paid leave during an approved unpaid leave shall be granted for parental, medical (including family medical), or military reasons.

(1) Notwithstanding the provisions of Section 24.9(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 cause 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.

24.14 **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 25: INTELLECTUAL PROPERTY

25.1 Definitions. The following definitions shall apply in Article 25:

- (a) “Intellectual property” means any work or invention.
- (b) “Faculty member” or “creator” means the faculty member 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 25.1(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 25.1(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 Trustees are 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 Trustees.

(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 Trustees, and (2) license issue fees, option fees, running royalties, minimum royalties, equity interests, and any other remuneration paid to the Trustees by a licensee of an invention or work, except that such equity interests, or portion thereof, shall not be considered “gross revenue” unless and until the equity interests, or portion thereof, are sold or liquidated by the Trustees.

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

(l) “Net adjusted income” means gross revenues less any foreseeable development expenses Trustees deem 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 Trustees’ 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 Trustees.

(o) “VPR” means the Office of the Vice President for Research of the University of Florida which has been designated by the Trustees to carry out the responsibilities of the Division of Sponsored Research concerning the work products of faculty members and the funding for the licensing and patenting of inventions on behalf of the Trustees.

(p) “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.

(q) “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.

25.2 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 Trustees recognize 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) Trustees' Authority and Responsibilities. Sections 1001.74(2)(i) and 1004.23, Florida Statutes, and the Board of Governors' delegation to the University of Florida Board of Trustees, authorizes the Trustees to establish regulations and procedures regarding the works and inventions of their personnel, including regulations and procedures regarding patents, copyrights, and trademarks. The Trustees have 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 29, Outside Activity and Conflict of Interest. The faculty member shall also be governed by the Trustees' 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.

25.3 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, raw data, unpublished drafts, and other working papers.

25.4 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 Trustees 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 Trustees have 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.

c. Works made without University support, as defined in Section 25.1(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 25.4(2) shall not be construed to relieve the faculty member of these publication obligations.

(b) Works Owned by the Trustees. The following works are owned by the Trustees. The faculty member shall share in the proceeds from such works, pursuant to Section 25.7(a):

(1) Instructional material if the Trustees have 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 25.4(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 Trustees.

(3) Any other works made with University support, as defined in Section 25.1(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 25.4(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 29:

(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 25.4(b)(1); or

(3) Works made without University support, as defined in Section 25.1(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 29 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 Trustees in the work. If the Trustees wish to assert their 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 Trustees shall be as set forth in Section 25.7(a) below.

(f) Creation, Use, and Revision of Certain Works Owned by the Trustees. With respect to any work that represents instructional materials owned by the Trustees pursuant to Section 25.4(b)(1), the terms of any agreement entered into by the Trustees concerning the work must be consistent with the terms of any sponsored agreement supporting the creation of the work and applicable laws.

(1) The Trustees 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 make reproductions of the work to use in academic teaching, research, or university service whether at the University or another tax-exempt academic or research institution; and

c. That the faculty member may 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 Trustees or designee, 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 Trustees 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 update 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 Trustees in obtaining releases from persons appearing in, or giving financial or creative support to, the development or use of works in which the Trustees have asserted an interest.

(h) Reconveyance of Copyright to the Faculty Member.

(1) When copyright is assigned to the Trustees in full or in part because of the provisions of this Article, the creator of the copyrighted material may request of the Vice President of Research 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 Trustees;
- b. limit appropriate uses of the materials by the Trustees;
- c. create a conflict of interest for the faculty member; or
- d. otherwise conflict with specific goals of the Trustees.

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

25.5 Instructional Technology and Related Instructional Materials.

(a) The Trustees 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 Trustees 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 25.6, and is distinguished from the use of existing or new technology to deliver instructional material, which are works covered by Section 25.4.

(b) When the Trustees or their designees assign 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 Trustees 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.

(d) Property Rights and Releases. Provisions governing the intellectual property rights of faculty and releases to be obtained when the Trustees have asserted an interest in instructional materials constituting a work are contained in Sections 25.4, above.

25.6 Inventions.

(a) Inventions Owned by Faculty Members.

(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 Trustees or designee may agree that the patent for such invention be pursued by the Trustees and the proceeds shared.

(b) University-Supported Efforts. An invention that is made by using University support, as defined in Section 25.1(h), is the property of the Trustees. 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 Trustees. The faculty member shall share in the proceeds from any invention that is the property of Trustees pursuant to this Article.

(c) Disclosure.

(1) A faculty member shall fully and completely 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 Trustees to attempt to patent the invention, the faculty member shall explain why it has sufficient commercial potential to warrant the Trustees' investment in the patent process.

(2) With respect to inventions made during the course of an approved outside activity when the Trustees have specifically waived their rights to any inventions as part of their approval of the outside activity under Article 29.4, 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 Trustees wish to assert their 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 Trustees' 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 Trustees.

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

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

(e) If the Trustees assert an interest in an invention and the faculty member disputes the Trustees' interest, the faculty member may seek to resolve the matter pursuant to Article 31, Grievance Procedure and Arbitration. During the pendency of the grievance, the invention will

be assigned to the Trustees who 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 Trustees shall transfer ownership of the invention to the faculty member and none of the costs incurred by the Trustees or on their behalf 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 Trustees will use their 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 Trustees have not otherwise assigned to a third party the right to pursue its interests, the Trustees or designee 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 Trustees 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 Trustees or on their behalf shall be assessed against the faculty member unless they are development expenses deducted from gross revenues received by Trustees prior to the transfer.

(3) All assignments or releases of inventions, including patent rights, by the Trustees or designee 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 Trustees.

(4) If the Trustee's 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 Trustees, 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 Trustees 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 Trustees have 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 Trustees may agree to surrender any interests that the faculty member and the Trustees might have to any part of any prospective invention to any outside organization, if the faculty member and the Trustees 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 Trustees or designee in each case.

25.7 Division of Proceeds.

(a) With regard to any work or invention owned by the Trustees 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 Trustees
- (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 Trustees

(3) Notwithstanding the above, all net adjusted income from the Trustees' sale or liquidation of equity or other ownership interests originally paid to Trustees 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 Trustees in their sole discretion.

(4) The division of proceeds set forth in this Section 25.7(b) 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 Trustees may, at their 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 Trustees or their designee 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 Trustees or their designee 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 Trustees or their designee. 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 Trustees or their designee. 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 Trustees or their designee. Any determinations regarding the distribution of the program portion of net income shall be at the sole discretion of the Trustees.

25.8 Other Requirements.

(a) A faculty member and the Trustees shall not commit any act that would tend to defeat the Trustees' or the faculty member's interest in a work or invention. The Trustees shall neither require nor pressure a faculty member to waive the faculty member's intellectual property rights, nor shall the Trustees 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 Trustees, other employees of the Trustees, 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 Trustees have 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 will remain at the University.

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

25.9 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 26: OTHER FACULTY MEMBER RIGHTS

26.1 Constitutional Rights of Faculty. Nothing in this Agreement, or in the fact of their employment by the University of Florida, 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. This shall not prohibit a faculty member from contesting proper cause for disciplinary action in a grievance or arbitration.

26.2 Limitation on Personal Liability.

(a) In the event 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 Board of Trustees may fulfill its obligation. Failure to notify the employer 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.

26.3 Protection for Whistleblowers. Faculty members who report unlawful conduct in writing shall be protected from retaliation for having made that report.

26.4 Postal Services. The Trustees shall pay for reasonable and customary postal services required by a faculty member's assigned duties.

26.5 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) Courses taken in a non-degree seeking status may not apply to a degree program.

(4) 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 or administrator. 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.

(5) In order for a course to be paid for under this provision, the faculty member must complete the application form, available from the Division of Human Resources at 317 Stadium West and from the Division's website, during the period for enrollment in the course and submit the completed form to University Financial Services, S113 Criser Hall by the published fee payment deadline.

(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.

26.6 Tuition Exchange Benefits. The Tuition Exchange Program (TEP), which provides an opportunity for dependent children of full-time faculty to receive a Tuition Exchange scholarship to attend a participating TEP college or university at no tuition charge or at a reduced tuition rate, shall continue as an option.

26.7 Parking.

(a) The Trustees shall provide pre-tax payroll deductions for on-campus parking permits.

(b) On-campus parking permits shall be offered annually to the bargaining-unit faculty at prices not exceeding those charged the University workforce generally.

(c) Carpool Program. A carpool decal, which shall each cost no more than one-fourth of the cost of an Orange faculty parking decal, shall be issued to any full-time faculty member when two faculty members and/or staff members register as members of a carpool group. Only two members of the carpool group must purchase the decals. Car pool participants are expected to reside along a reasonable commuting path.

(1) Both carpool decals must be displayed together in the vehicle in order to park in a designated carpool zone.

(2) Carpool decals are not interchangeable between carpool groups. If a carpool group disbands, both decals must be returned before a new carpool group can be formed.

(3) Emergency Ride Home. A faculty member of a carpool group shall be provided, upon request, with a ride home without cost, or shall be reimbursed for cab fare home upon submission of a valid receipt, in the event of an unexpected personal or family emergency. Approval for cab fare reimbursement must be obtained from Transportation and Parking Services prior to arranging the emergency cab ride home.

(4) Registered carpool members may purchase up to six (6) one-day permits per semester at half price for use in any decal restricted parking areas.

26.8 Bus Service. Faculty members may ride any Regional Transit System bus fare-free with a valid UF ID.

26.9 P. K. Yonge Developmental Research School (DRS) Advisory Board. The Trustees shall appoint a P. K. Yonge faculty member to the DRS advisory board.

26.10 If a P. K. Yonge faculty member is designated to transport students consistent with the requirements of Chapter 89-282, Laws of Florida (Florida Uniform Classified Commercial Driver's License Act), the Trustees shall pay the costs associated with the faculty member's licensure and endorsement.

ARTICLE 27: SALARIES (2009–2010)

27.1 Policy. The Trustees and the UFF agree that salary is an important factor in the recruitment and retention of the faculty and an incentive for meritorious performance in research/scholarship/creative activity, teaching, and service.

27.2 Promotion and Salary Pay Plan for Professors.

(a) Promotions made to the rank of Associate Professor, Clinical Associate Professor, University School Associate Professor, Associate Curator, Senior Lecturer, Associate in _____, Associate Scholar, Associate Scientist, Associate Engineer, Associate University Librarian, Professor, Clinical Professor, University School Professor, Curator, Master Lecturer, Senior Associate in _____, Scholar, Scientist, Engineer or University Librarian shall be in accordance with the provisions of Article 20, Promotions. Promoted faculty shall receive a promotion salary increase of nine percent (9%) of their base salary.

(b) Salary Pay Plan for Professors Awards. Salary increases for 2009-2010 determined through the Salary Pay Plan for Professors (SPP) shall be granted in the amount equal to nine percent (9%) of the faculty member's previous year's base salary.

(c) Twelve (12)-month faculty members shall receive the promotion or SPP salary increase effective July 1, 2009, and nine-month faculty members shall receive the promotion or SPP salary increase effective August 16, 2009.

27.3 Salary Increases for P. K. Yonge Developmental Research School Faculty. P. K. Yonge faculty members shall receive the following salary increases during the 2009-2010 school year:

(a) Promotion raises of 9.0% shall be awarded to P. K. Yonge faculty members who are promoted.

(b) Increases to a faculty member's base salary based on a higher degree obtained by the faculty member shall continue to be implemented in accordance with the P. K. Yonge Salary Schedule in Appendix "F".

(c) A faculty member's base salary for 2009-2010 shall be no less than the level commensurate with the 2009-2010 P. K. Yonge Salary Schedule in Appendix "F".

(d) Each faculty member at P. K. Yonge shall receive one thousand (\$1,000), non-recurring payment effective the day of ratification of the Agreement.

(e) Each year that a salary increase is given, the Trustees shall provide to the UFF a report listing each faculty member and the amount of that faculty member's raise by category.

(f) P. K. Yonge Salary Supplements. P. K. Yonge faculty members shall receive salary supplements for additional duties to be paid in a manner designated by the affected faculty member and in the amounts described for the 2009-2010 school year in Appendix "G", under the following conditions:

- (1) The activity has been assigned in writing to the faculty member by the Director.
- (2) Faculty members shall receive a separate salary supplement for each assigned activity.
- (3) Specific salary supplement information on all supplements shall henceforth be provided to the P. K. Yonge faculty before the beginning of the academic year.
- (4) Salary supplements are not to be included in the base salary rate upon which future salary increases are calculated.
- (5) The parties commit to including a schedule of salary supplements available to P. K. Yonge faculty in any future collective bargaining agreement covering P. K. Yonge faculty.
- (6) Should the faculty member resign or is otherwise unable to complete additional duties, the salary supplement will be prorated for the portion of additional duties actually performed.
- (7) Additional duties may be initiated by P. K. Yonge faculty or administration during the school year, with the approval of the Director, and faculty shall be compensated in the manner described above in 27.4(f).

(e) Extra Period. When the Director or designee determines that an additional teaching period(s) is needed in a specific course offering, the Director or designee shall post the position and request volunteers. If no in-field faculty member volunteers, the Director or designee may appoint an out-of-field qualified volunteer within the limits provided to P.K. Yonge by the Florida Department of Education and Florida statute. Among the factors to be considered in the equitable selection of faculty for such an assignment shall be the following:

- (1) areas of certification;
- (2) prior teaching assignments;
- (3) supplemental positions held;
- (4) faculty member's most recent evaluation;
- (5) prior additional teaching period assignments.

Faculty selected to teach an additional period(s) shall receive their regular salary plus a supplement of twenty (20%) percent of the faculty member's daily rate of pay for each additional teaching period.

27.4 Administrative Discretionary Salary Adjustments. The Trustees may in appropriate circumstances adjust the salary of a bargaining unit member for market equity adjustments, verified counteroffers, salary compression/inversion, increased duties and responsibilities, special achievements, and similar special circumstances. All salary increases under this section shall become effective before June 30th of each year.

(a) The parties agree that the total funds for such salary adjustments shall be not more than three-fourths of one percent (0.75%) of the total base salary rate of members of the bargaining unit as of August 30, 2009.

(b) Salary Increases for Increased Duties and Responsibilities. Faculty members in the bargaining unit who are assigned increased administrative duties and responsibilities, such as department chairs, center directors, program directors, heads of equivalent administrative units,

or department graduate or undergraduate coordinators, shall be eligible for salary increases on the same basis as all other faculty members, except that, in addition to the other salary increases for which they qualify, they may receive a discretionary salary increase or supplement for the length of their administrative appointment.

(c) Report of Salary Adjustments for Special Circumstances. On July 15 of each year the Trustees shall provide the UFF with an electronic copy of the total list of discretionary salary increases under Section 27.5 that the Trustees have implemented to that point during the previous fiscal year ending June 30th.

(1) These lists shall provide the name, rank, and department of the faculty member, the amount of the increase, and the reason for the increase (including the institution to whose offer the counteroffer is a response, if the increase is a counteroffer).

(2) In the case of counteroffers, the Trustees shall provide to the UFF a copy of the written offer to which the counteroffer was a response.

27.5 Salary Increases Funded Through Contracts, Grants, or Auxiliary Budgets.

(a) 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.

27.6 Salary Increase Notification.

(a) Faculty members shall be notified prior to the submission to the payroll department of the 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 for a salary increase.

(b) The faculty member shall receive not later than four (4) weeks after the implementation of the salary increases an official report on the form shown in Appendix "I" of this Agreement, which shall contain the following information:

- (1) the faculty member's name;
- (2) the faculty member's department and college;
- (3) the faculty member's base salary rate before this year's salary increases;
- (4) the amount received in each salary increase category, including any promotion or SPP increases or any other adjustments; and
- (5) the faculty member's new base salary rate after the salary increases described above.

27.7 Notice to UFF.

(a) 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 or SPP increase or any other adjustments; and
- (11) the new base salary rate after the salary increases described above.

(c) A copy of the report of the annual salary increases referenced in this Article shall simultaneously be sent to the Smothers West library and be available to all faculty.

27.8 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.

27.9 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 Trustees 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 Trustees 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 31, Grievance Procedure and Arbitration, the act or omission giving rise to such a grievance may be the faculty member’s receipt of any salary warrant for a full-pay period in which the salary increases referenced in this Article are reflected, but not later than six full-pay periods after the implementation of the salary increases under this Article.

27.10 In the event that a salary increase for which most faculty outside the bargaining unit are eligible (such as an across-the-board or merit increase) is provided to faculty outside the bargaining unit, an equal raise based upon the same eligibility shall also be provided to the faculty inside the bargaining unit and the implementation of that amount shall be bargained with the UFF.

ARTICLE 28: BENEFITS

28.1 Policy.

(a) The Trustees shall attempt, within the funding available, to provide faculty with benefits comparable to those provided by the top-ranked public research universities in the United States.

(b) The Trustees and UFF support legislation and administrative practices to provide adequate and affordable pre-tax and post-tax benefits to all faculty members.

28.2 Part-Time Faculty Members. Part-time faculty members, except those in positions funded from Other Personal Services funds, are entitled to employer-funded benefits under the provisions of State law and the rules of the Department of Management Services and the Division of Retirement, as well as UF supplemental insurance plans.

28.3 Retirement Credit. Retirement credit for faculty members who are authorized to take uncompensated or partially compensated leaves of absence shall be granted in accordance with State law and the rules of the Division of Retirement as they may exist at the time leave is granted. The current Florida Retirement System rules also require that to receive full retirement credit under the defined benefit plan, the faculty member on uncompensated leave must make payment of the retirement contribution that would otherwise be made by the Trustees, plus interest, if applicable. Faculty members who are to take such a leave of absence should contact the Human Resource Services office for complete information prior to taking the leave.

28.4 Benefits for Retired Faculty members.

(a) Faculty members retired from the University shall be eligible, upon request, and on the same basis as other faculty members, subject to policies under this Agreement, 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, in accordance with the provisions of Section 290.235(3), Florida Statutes; and
- (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.
- (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 with Section 112.363,

Florida Statutes, with the exception of retirees who participated in the Optional Retirement Program and are covered under the provisions stipulated in Section 28.5(a), below.

(b) Health Insurance Premiums.

(1) Retired faculty members have the option of remaining in the health insurance plans offered by the Trustees after retirement governed by eligibility criteria from the State of Florida.

28.5 Optional Retirement Program.

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

(1) Faculty members who are in the collective bargaining unit and otherwise eligible for membership in the Florida Retirement System.

(2) Any faculty member whose Optional Retirement Program eligibility results from initial employment will be enrolled as a member of the Optional Retirement Program. If the faculty member does not execute an annuity contract with an Optional Retirement Program approved provider and notify the Division of Retirement in writing within 90 days, the faculty member will be enrolled as a member of the Florida Retirement System.

(3) No accrued service credit or vested retirement benefits will be lost if a faculty member participates in the Optional Retirement Program;

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

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

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

(b) The Trustees shall inform eligible faculty members regarding the existence and impact of the Optional Retirement Program upon their retirement benefits.

(c) If the UFF is concerned with the performance of any aspect of the Optional Retirement Program, the UFF has a right to consult with the designee of the Trustees regarding such concern. As a result of such consultation, the parties may agree to an approach to address the concern if it lies outside the Trustees' statutory authority.

28.6 Phased Retirement Program.

(a) Eligibility.

(1) Faculty members who have accrued at least six (6) years of creditable service in the Florida or Teachers Retirement System (FRS, TRS) or Optional Retirement

Program (ORP), except those faculty members referenced in 28.6(a)(2), are eligible to participate in the Phased Retirement Program. Such eligibility shall expire on the faculty member's 65th birthday. Faculty members who decide to participate must provide written notice to the Trustees or designees of such decision prior to the expiration of their eligibility, or thereafter forfeit such eligibility. Faculty members who choose to participate must retire with an effective date not later than 180 days, nor less than ninety (90) days, after they submit such written notice, except that when the end of this 180 day period falls within a semester, the period may be extended to no later than the beginning of the subsequent term (semester or summer, as appropriate).

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

(b) Program Provisions.

(1) All participants must retire and thereby relinquish all rights to tenure/permanent status as described in Article 19, except as stated otherwise in this Article. Participants' retirement benefits shall be determined as provided under Florida Statutes and the rules of the Division of Retirement.

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

(3) Re-employment.

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

b. Participants shall be offered re-employment, in writing, by the Trustees under an Other Personal Services (OPS) contract (NOTE: exceptions to this provision are described in Section 28.6(b))) for one-half of the academic year, however, the Trustees and the faculty member may agree to less than one-half of the academic year. The written re-employment offer shall contain the text of Section 28.6(b)(3)d. below.

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

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

(4) Leave for Illness/Injury. Each participant shall be credited with five (5) days of leave with pay at the beginning of each full-time semester appointment. For less than

full-time appointments, the leave shall be credited on a pro-rata basis with the assigned FTE. This leave is to be used in increments of not less than four (4) hours (½ day) when the participant is unable to perform assigned duties as a result of illness or injury of the participant or a member of the participant's immediate family. 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, 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.

(5) Personal Non-Medical Leave.

a. Each participant who was on a twelve (12)-month appointment upon entering the Phased Retirement Program and whose assignment during the period of re-employment is the same as that during the twelve (12)-month appointment shall be credited with five (5) days of leave with pay at the beginning of each full-time semester appointment. This leave is to be used in increments of not less than four (4) hours (½ day) for personal reasons unrelated to illness or injury. Except in the case of emergency, the faculty member shall provide at least two (2) days notice of the intended leave. Approval of the dates on which the faculty member wishes to take such leave shall be at the discretion of the supervisor and shall be subject to the consideration of departmental and organizational scheduling.

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

(6) Re-employment Period.

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

b. The period of re-employment obligation shall not be shortened by the Trustees, except under the provisions of Article 30 of the Agreement. During the period of re-employment, participants are to be treated, based on status at point of retirement, as tenured/permanent status faculty members or non-tenure-earning/non-permanent status faculty members with five (5) or more years of continuous service, as appropriate, for purposes of Sections 33.2(a)–(c) of the Agreement.

(7) Declining Re-employment. A participant may decline an offer of re-employment during any academic year. Such a decision shall not extend the period of re-employment beyond the period described in Section 28.6(5)b. At the conclusion of the re-employment period, the Trustees may, at their option, continue to re-employ participants in this program on a year-to-year basis.

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

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

(10) Payroll Deductions. The UFF payroll deductions, as specified in Article 5, if applicable, shall be continued for a program participant during each re-employment period.

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

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

28.7 Insurance.

(a) The Trustees shall provide to faculty members insurance programs with benefits under the provisions of State law and the rules of the Department of Management Services and the Division of Retirement.

(b) Faculty members and members of their immediate family who were eligible for health care coverage under plans offered as of the beginning of the Spring 2008 semester shall remain eligible for that coverage under terms no more restrictive than those in effect as of that time, except when differences are mandated by law.

(c) New program offerings or the reduction or elimination of existing programs mandated under law, shall be the subject of a formal consultation with the UFF, pursuant to Article 6, Consultation, prior to the implementation of any such changes.

(d) Neither the Trustees nor the UFF shall interpret the provisions in Section 28.7 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 program offerings.

28.8 Free University Courses for Faculty members. Full-time faculty members, including faculty members on sabbaticals or on professional development or grants-in-aid leave, may enroll under the provisions of Section 26.5 for up to six (6) credit hours of instruction per term (Fall, Spring, or Summer) without payment of tuition and fees at the University on a space available basis.

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

28.10 Pre-tax Benefits Programs. The Trustees shall continue to provide pre-tax benefits programs for salaried faculty members that shall include but not be limited to the opportunity to (1) pay for their State insurance premiums on a pre-tax basis; and (2) utilize flexible spending accounts for medical and dependent care expenses.

ARTICLE 29: OUTSIDE ACTIVITY AND CONFLICT OF INTEREST

29.1 Policy.

(a) The Trustees 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 25, Intellectual Property.

29.2 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 29.2(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.

29.3 Outside Activity and Conflicts of Interest. Conflicts of Interest as defined in Section 29.2(b), above, are prohibited unless allowed by law and this Article, or permitted by the Trustees 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 Trustees, 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 Trustees' rights to any work or inventions that arise during the course of any outside activity must be specifically approved by the Trustees or designee 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 25, Intellectual Property, and the Trustees' 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.

29.4 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 29.2(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 Trustees' designee or designees.

(a) The report shall be made on the Disclosure of Outside Activities and Financial Interests Form shown in Appendix "J" 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 of more than \$500 annually.

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 compensation received is \$500 or less (plus related travel expenses for the faculty member) and the payer is a non-profit educational or governmental entity:

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 29.4(a), the faculty member is working in conjunction with supervisors and other University officials in determining whether a conflict exists under Section 29.3(a), and/or the faculty member and supervisor and other University officials are formulating a monitoring plan under Section 29.3(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 29.8(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.

29.5 Faculty-Created Course Materials. The Trustees 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 "J" the required use of books, supplies, or other instructional resources at the University when the financial benefit that the faculty member or the faculty member's spouse or domestic partner or minor child receives is more than \$500 annually. 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 29.5(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.

29.6 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 Trustees or designee finds, following such discussion, that the outside activity represents an impermissible conflict of interest, the Trustees 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.

29.7 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.

29.8 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 31, Grievance Procedure and Arbitration.

(b) The faculty member may engage in such outside activity pending a resolution of the matter under Article 31, 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.

29.9 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 Trustees or designee. Approval for the use of University facilities, equipment, or services may be conditioned upon reimbursement for such use.

29.10 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 30: DISCIPLINARY ACTION AND JOB ABANDONMENT

30.1 Policy. The purpose of this article is to provide a prompt and equitable procedure for disciplinary action, which shall be taken only for just cause.

(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 Trustees, acting through their representatives, retains the right to impose disciplinary action other than termination for just cause including, but not limited to, suspension with or without pay, provided that the punishment is appropriate to the degree of misconduct. 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 Trustees only in accordance with the principles of due process as described in this Agreement.

(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, or until one hundred and sixty-five (165) days following receipt of the Notice of Discipline, whichever time period is sooner.

(e) No provision 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.

30.2 Progressive Discipline. Both parties endorse the use of progressive discipline when imposing disciplinary sanctions upon a faculty member for just cause.

(a) The sanctions for disciplinary action that may be imposed on a faculty member may include but are not limited to the following:

(1) Written reprimand — a formal written expression of institutional rebuke, which shall contain 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, for example, 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 along the same lines indicated in subsection 30.2(a)(2), above.

(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 of employment.

(5) Termination with or without pay.

30.3 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 in determining whether the disciplinary action imposed is appropriate.

(b) Assigned Duties During the Investigation. In the event that there is a reasonable basis to conclude that the faculty member's continued assignment to regular duties or presence at the campus may threaten the safety and welfare of others or impede the investigation of the alleged misconduct, the faculty member may be reassigned or relieved of duties with pay.

30.4 Notice of Intent. When the Trustees' representative has reason to believe that a suspension or termination should be imposed, the Trustees' representative shall provide the accused faculty member with a 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 Trustees' representative before the proposed action is taken. The Trustees' representative then may issue a notice of disciplinary action under Section 30.5.

(c) If the Trustees' representative does not issue a notice of disciplinary action, no record of the allegation or the investigation shall be retained in the faculty member's evaluation 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 Trustees shall destroy the records of the complaint.

30.5 Notice of Discipline. If, after the investigation and notice of intent process, the Trustees' representative believes that a suspension or termination should be imposed, the Trustees' representative 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 31, Grievance Procedure and Arbitration.

(1) The Notice of Discipline shall:

- a. be headed "Notice of Discipline";
- b. provide notice to the faculty member of the discipline imposed;
- c. 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

d. 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, and the provisions of Sections 30.1 and 30.6–30.8 of this Agreement shall apply.

(2) A copy of the Notice of Discipline and attachments shall be simultaneously provided to the UFF.

30.6 Grievances and Arbitrations in Disciplinary Cases. Grievances and arbitration in cases involving disciplinary action shall be in accordance with the provisions in Article 31, Grievance Procedure and Arbitration, except that the following special conditions shall apply:

(a) The grievance shall be initiated by filing the form shown in Appendix "C" with the Vice President for Human Resources no later than fifteen (15) days following receipt of the Notice of Discipline.

(b) When the grievance is filed, the Step 1 Grievance Hearing and the Step 2 Grievance Review shall be waived, and an automatic postponement of thirty (30) days shall be implemented while the UFF decides whether or not it will file for arbitration. If the UFF chooses to submit the grievance to arbitration, the Notice of Arbitration form shown in Appendix "D" must be filed with the office of the Vice President for Human Resources within thirty (30) days after the filing of the grievance.

30.7 Parameters for Arbitrator's Decision or Award.

(a) A finding of just cause for 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 a disciplinary action has been established but that a different penalty than that proposed would be more appropriate, the arbitrator shall determine a different penalty, which may be more or less severe, with supporting reasons.

(c) The decision of the arbitrator shall be binding upon the Trustees, the UFF, and the grievant, provided that either party may appeal to an appropriate court of law, pursuant to Chapter 682, Florida Statutes.

(d) No Further Jeopardy. Following the decision, the faculty member shall 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.

30.8 Trustees' Waiver of Discipline. Any time between the Notice of Discipline and the imposition of any disciplinary action, the Trustees or designee(s) may waive or limit that action on the condition that the disciplined faculty member performs some reasonable action(s), which shall be specified 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) The Trustees shall designate a fixed time period for compliance with the terms of the waiver.

(c) If the imposition of a 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.

30.9 Employee Assistance Program. Neither the fact of 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 member and Trustees have agreed that the faculty member would participate in an EAP, a faculty member's failure to cooperate in the EAP consistent with the terms to which the faculty member and the Trustees or representatives have agreed may serve as ground for disciplinary action.

30.10 Job Abandonment

(a) If a faculty member is absent without leave authorized under the provisions of Section 22.1 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 paragraph (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 31: GRIEVANCE PROCEDURE AND ARBITRATION

31.1 Policy. The purpose of this Article is to provide for a prompt, reasonable, and efficient procedure 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 as defined in this Agreement, except where explicitly specified elsewhere in this Agreement. If a grievance is pursued through every stage described in this Article, the grievance will proceed through three (3) stages, except those grievances involving disciplinary action, which pursuant to Article 30 may proceed directly to Step 3, Arbitration:

- (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 Trustees 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 stated elsewhere in this Article, and encourage open communications between administrators and faculty members so that resort to the formal grievance procedure will not normally be necessary. The Trustees and the UFF further encourage the participants to try to informally resolve problems at each step in the grievance process.

(c) No Reprisal. Neither the Trustees nor the UFF shall discriminate, harass, or retaliate in any way against any grievant, witness, UFF designee, or other participant in the grievance procedure as the result of an assertion of a violation of this Agreement.

(d) 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.

(e) No resolution of any grievance or formal complaint shall be inconsistent with the terms of this Agreement, unless agreed to in writing by the Trustees and the UFF.

31.2 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. In cases involving disciplinary action, a grievance must be filed 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 filed on the form shown in Appendix "C" within 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.

- (b) The term “grievant” shall mean:
- (1) a faculty member or group of faculty members who has/have filed a grievance in a dispute over a provision of this Agreement that confers rights upon the faculty member(s); or
 - (2) the UFF where it has filed a grievance in a dispute over a provision of this Agreement that confers rights upon the faculty member(s); or
 - (3) the UFF where it has filed a grievance in a dispute over a provision of this Agreement that confers rights upon the UFF. A grievance filed by the UFF that alleges a violation of its rights by the Trustees or designees shall be initiated at Step 2.

(c) The Trustees and the UFF may agree to consolidate grievances of a similar nature to expedite the review process.

31.3 Representation.

(a) The UFF shall have the exclusive right to represent any faculty member in a grievance filed under this Article, unless a faculty member elects self-representation or to be represented by legal counsel.

(b) UFF Grievance Representatives.

(1) The UFF shall annually furnish to the Vice President for Human Resources a list of all persons authorized to act as Grievance Representatives and shall update the list as needed. Such representatives shall have the right during times outside of their scheduled classes to investigate, consult, and prepare presentations and attend meetings or hearings pursuant to an informal resolution, grievance, or arbitration.

(2) If any hearings or meetings necessitate rescheduling of assigned duties, the grievance representative may arrange for the reasonable rescheduling of such duties or their coverage by colleagues.

(c) If a faculty member elects not to be represented by the UFF, the Vice President for Human Resources shall promptly 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 Trustees and the UFF. To ensure that none is,

(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 or designee 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.

31.4 Appearances.

(a) The grievant must attend the Grievance Hearing to assist in presenting the grievance. If the grievant does not attend and has no legitimate excuse for his/her absence, the grievance shall be deemed to be withdrawn.

(b) When a faculty member participates in a meeting called by the Trustees or designee regarding a grievance or arbitration, that faculty member's compensation shall neither be reduced nor increased for time spent in those activities.

(c) If participation in any meeting 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 (hereafter, "chair"), reasonable arrangements for the performance of such duties.

31.5 Burden of Proof.

(a) In all grievances except grievances involving disciplinary action brought pursuant to Article 30, Disciplinary Action and Job Abandonment, the burden of proof shall be on the faculty member.

(b) In grievances involving disciplinary action, the burden of proof shall be on the Trustees.

31.6 Filing a Grievance. Except as explicitly specified elsewhere in this Agreement, this grievance procedure shall be the sole review mechanism for resolving disputes regarding rights or benefits that are provided exclusively by this Agreement. Therefore, 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, except grievances involving disciplinary action, the Vice President for Human Resources shall advise the UFF of the dean or designee who will serve as the trustee 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. If there is difficulty in meeting any time limit, the UFF representative may sign such documents for the grievant; however, the grievant's signature shall be provided prior to the Grievance Hearing.

(2) Arbitration Form. Each notice of arbitration shall be submitted in writing on the form shown in Appendix "D". The Appendix "C" form, the Trustees' 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 a 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 subsection 31.6(b)(4) above, may be considered at arbitration.

(c) Deadlines.

(1) In cases involving disciplinary action, a grievance must be filed within fifteen (15) days following receipt of the Notice of Discipline. In all other cases, a grievance must be filed within sixty (60) days following the act or omission that gave 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.

(2) If any action falls due on a Saturday, Sunday, or holiday, the action shall be considered timely if it is accomplished by 5:00 p.m. on the following business day.

(3) 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 to exceed one semester. The hearing officer at the appropriate step shall notify the parties when the fifteen (15) day period begins.

(4) Salary Discrimination Grievances. If a faculty member seeks redress of an alleged salary discrimination action by filing a grievance under the provisions of this Article, the act or omission giving rise to such a grievance may be the faculty member's receipt of any salary warrant for a full-pay period in which referenced in the salary Article are reflected, but not later than six full-pay periods after the effective date of the pay action.

(5) Upon failure of the Trustees 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.

(6) 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.

(7) All time limits contained in this Article may be extended by mutual agreement of the parties in writing and shall be coordinated by the hearing officer at the appropriate step. Mutual agreement may be evidenced by e-mail exchanges.

(d) Postponements.

(1) Except for any grievance alleging in whole or part a violation of Article 30, Disciplinary Action and Job Abandonment, 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 should be granted by the hearing officer at the appropriate step unless to do so would impede resolution of the grievance.

(3) Upon request, the hearing officer at the appropriate step shall, during the postponement period(s), arrange an informal meeting between the appropriate administrator and the grievant.

(4) The grievant shall have the right to representation by the UFF during attempts at informal resolution of a dispute or grievance.

(5) The grievant may, at any time, terminate the postponement period by giving written notice to the hearing officer at the appropriate step.

31.7 Step 1 Grievance Hearing. The dean or designee shall be the trustee representative and hearing officer at Step 1. The dean or designee shall schedule a Grievance Hearing, which shall take place no sooner than seven (7) and 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 Trustees' action was based not later than three (3) days 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.

31.8 Step 2 Grievance Review.

(a) Review. The Provost or designee shall be the trustee representative and 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.

31.9 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 filed 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 Trustees 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 31.6(b)(4) above, may be considered at arbitration. If a stipulation is not reached, the Trustees and the UFF shall provide their recommended issues to the arbitrator, who shall decide the issue(s) to be arbitrated based upon the parties' submitted evidence.

(2) Arbitrability. Issues of arbitrability shall be bifurcated from the substantive issue(s) and determined by means of a hearing, which may be conducted, if necessary, 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 Trustees and the UFF shall meet within ninety (90) days after the 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 Trustees and the UFF shall each propose six (6) arbitrators. From this list of 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 at any time the number of arbitrators willing to serve on the panel falls below six (6), the Trustees 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 the 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 Trustees 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 Trustees. 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 a finding that no other remedy is adequate, and that the notice was given so late that (a) the employee was deprived of reasonable opportunity to seek 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 Trustees' 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 Trustees nor the UFF will move for a change of 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 in accordance with this Article.

(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 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.

31.10 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 Trustees 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 Trustees' representative.

(c) Effect of Decision. The decision or award of the arbitrator shall be final and binding upon the Trustees, 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.

31.11 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.

31.12 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 32: ACCESS TO DOCUMENTS

32.1 Board and University Documents.

(a) Upon request, as soon as it can be done the Trustees or designee 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 agent for the faculty. Alternatively, upon mutual agreement, the Trustees may provide the UFF with the specific URL addresses where the materials requested can be found.

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

(c) The Trustees shall ensure that a copy of the documents specified in subsections (1)–(9), below, is made available by links on the University web site or in an easily accessible location in the main library (Smathers West) if the material cannot easily be made available on the University web site. Additionally, the DSR materials in subsections (7)–(9), below, shall be posted on the P. K. Yonge web site and made available for faculty inspection in an easily accessible location on the P. K. Yonge campus, and the UFF shall be notified of these locations.

- (1) agenda and minutes of the meetings of the Board of Governors, as available;
- (2) agenda, supporting materials, and minutes of the public meetings of the Board of Trustees and its committees;
- (3) University regulations;
- (4) the University's operating budget and the previous year's Expenditure Analysis;
- (5) this collective bargaining agreement and all supplements to the Agreement;
- (6) any other University policies and procedures affecting faculty terms or conditions of employment.
- (7) The minutes of the Joint Developmental Research School Planning, Articulation, and Evaluation Committee and the DRS Advisory Board,
- (8) The DRS operating budget, including financial support received by the DRS from the University Administration, and the allocation of student activity and service fees, and
- (9) a copy of those provisions of the Florida Statutes and Board, University, and Department of Education rules applicable to the DRS.

32.2 Salary Records Access. The Trustees' obligation to provide salary information consists of the following:

(a) On August 15 of each year, the Office of Human Resource Services 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.

(b) On April 30 and November 30 of each year, the Office of Academic Affairs shall provide the UFF with an electronic list of bonuses or increases committed to in-unit faculty members since the last report.

32.3 Bargaining Unit Member List. On August 15 and January 15 of each year, the Office of Human Resources 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.

32.4 Not less than annually, the UFF shall provide the Trustees' designee for contract administration with the names and e-mail addresses of the union officers and the union's representative who is designated to receive documents referred to in this article. The UFF shall also promptly notify the Trustees' designee of any changes to the list of union officers or designated representative to receive documents.

32.5 Costs. All copies of materials and access to materials discussed in this article shall be provided without cost, except for the information provided at 32.2 where only actual costs will be assessed (which are currently approximately \$50).

32.6 Notice of Proposed Policies or Regulations. Representatives whom the UFF designates shall be included on the University's Deans, Directors and Division Heads (DDD) list.

ARTICLE 33: LAYOFF AND RECALL

33.1 (a) Layoff. 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 Board or the university shall notify the local UFF Chapter and the UFF state office no less than thirty (30) days prior to taking such action. UFF may request a consultation with the president or their representatives pursuant to Sections 6.1 or 6.2 during this period to discuss the layoff.

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

33.2 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 33.2(a) and (b) will apply unless the Board or university determines that an Affirmative Action employment program will be adversely affected. When an Affirmative Action Program has been so affected, the Board or 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 Board or the university, will best contribute to the mission and purpose of the institution and the State University System. In making such judgment, the Board or the university shall carefully consider employees' length of continuous university service, and shall take into account other appropriate factors, including but not limited to performance evaluation by students, peers, and supervisors, and the employee's academic training, professional reputation, teaching effectiveness, research record or quality of the creative activity in which the employee may be engaged, and service to the profession, community, and public.

(f) No tenured/continuing multi-year/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 local UFF Chapter in writing regarding the use of adjunct and other non-unit faculty in those departments/units where employees have been laid off. The use of adjunct and other non-unit faculty in departments/units where employees have been laid off may be the subject of consultation meetings pursuant to Section 6.2.

33.3 Alternative/Equivalent Employment. The university and Board shall make a reasonable effort to locate appropriate alternate or equivalent employment for laid-off employees, first within the university and second within the State University System, and to make known the results of the effort to the person affected.

33.4 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) month's notice. Employees who have received notice of layoff shall be afforded the recall rights granted under Sections 33.3 and 33.5. Formal written notice of layoff is to be sent by certified mail, return receipt requested, or delivered in person to the employee with written documentation of receipt obtained. The notice shall include effective date of layoff; reason for layoff; reason for shortened period of notification, if applicable; a statement of recall rights; a statement of appeal/grievance rights and applicable deadlines for filing; a statement that the employee will receive the SUS Vacancy Listing until the recall period ends or re-employment offer is refused; and a statement that the employee is eligible for consideration for retraining under the provision of Section 22.6 for a period of two years following layoff.

33.5 Re-employment/Recall.

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

33.6 Limitations. The provisions of Sections 33.2 through 33.5 of this Agreement shall not apply to:

(a) employees who are on “soft money,” e.g., contracts and grants, sponsored research funds, and grants and donations trust funds; and

(b) employees on fixed multi-year appointments; and

(c) employees on a visiting appointment; and

(d) employees who have received notice of non-reappointment; and employees who are appointed for less than one academic year.

ARTICLE 34: TOTALITY OF AGREEMENT

34.1 Limitation.

(a) The Board of Trustees and the UFF acknowledge that during the negotiations that resulted in the Agreement, the Board of Trustees and the UFF had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining.

(b) The Board of Trustees and the 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.

34.2 **Obligation to Bargain Changes.** During the term of this Agreement, the Board of Trustees and the UFF agree that the other shall not be obligated to bargain collectively with respect to any subject or matter covered by this Agreement. Notwithstanding these limitations, if the Board of Trustees or its designees seeks to change a term or condition of employment for faculty, the Board of Trustees shall be obligated to bargain immediately the impact of such change.

34.3 **Modifications.** Nothing herein shall, however, preclude the Board of Trustees or its designees and the UFF from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify in writing any of the provisions of this Agreement.

ARTICLE 35: SEVERABILITY

35.1 **Invalidation of a Provision of the Agreement.** If any provision of this Agreement is found to be invalid or unenforceable by final decision of a tribunal of competent jurisdiction or is rendered invalid by reason of subsequently enacted legislation or shall have the effect of a loss to the University of Florida of funds, property, or services made available through federal law, such findings shall not affect the remainder of the Agreement, and all other terms and provisions shall continue in full force and effect.

35.2 **Negotiations on Replacement Provisions.** If a provision of this Agreement is rendered invalid, then upon request of either party the Trustees and the UFF shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

35.3 **Effect of Passage of Law.** Any provision of this Agreement that is contrary to law, but becomes legal during the term of this Agreement, shall be reinstated consistent with such legislation.

35.4 **Intent.** The Trustees and the UFF do not intend for the above provisions to constitute a contractual or any other recognition or grant of authority by either party that subsequent legislation can invalidate any provision of this Agreement. The Trustees and the UFF intend for the language of the above provisions to recognize the possibility, regardless of their intentions, that subsequently enacted legislation may attempt, be construed, be interpreted or be applied to invalidate a provision of this Agreement. The Trustees and the UFF may choose not to challenge said legislation or its application or one or both of the Trustees and the UFF may challenge said legislation or its application without success.

ARTICLE 36: AMENDMENT AND DURATION

36.1 Effective Date.

(a) The Agreement shall become effective February 19, 2010 and shall remain in effect through February 18, 2013, unless it is extended by mutual agreement of the parties, pursuant to the Public Employees Relations Act (Chapter 447, Part II, Florida Statutes).

36.2 Right to Reopen (2010-2011). Reopener negotiations for the agreement term of July 1, 2010 through June 30, 2011 shall begin no later than March 15, 2010 and shall include Article 27. In addition, either party may reopen three articles each upon written notification to the other party by April 1, 2010, except that Article 3 and Article 4 shall not be reopened unless both parties mutually agree to do so at that time. During these negotiations, the parties shall negotiate over the possible extension of this Agreement.

36.3 Right to Reopen (2011-2012). Reopener negotiations for the agreement term July 1, 2011 through June 30, 2012 shall begin no later than February 15, 2011 and shall include Articles 27 and 28. In addition, either party may reopen two additional articles each upon written notification to the other party by March 15, 2011, except that Article 3 and Article 4 shall not be reopened unless both parties mutually agree to do so at that time.

36.4 Right to Reopen (2012-2013). Reopener negotiations for the agreement term July 1, 2012 through February 18, 2013, unless the Agreement is extended by the parties, shall begin no later than February 15, 2012 and shall include Articles 27 and 28. In addition, either party may reopen two additional articles each upon written notification to the other party by March 15, 2012, except that Article 3 and Article 4 shall not be reopened unless both parties mutually agree to do so at that time.

36.5 Successor Agreement. Renegotiations for a successor agreement shall begin no later than nine months prior to the end of the ratified Agreement.

36.6 Other Subjects. The parties may agree to include other articles in their renegotiations.

36.7 Memoranda and Amendments. The parties are authorized to enter into agreements or understandings that do not need to be submitted for ratification. In the event that an agreement or understanding amends an express provision of the ratified collective bargaining agreement, then the agreement or understanding shall be put in writing and become part of this Agreement upon ratification by both parties.

ARTICLE 37: COPIES OF AGREEMENT

37.1 Printed Copies.

(a) The Trustees shall print at their cost in a mutually agreeable bound-pamphlet form 3800 copies of the ratified Agreement, which shall be delivered to the UFF, and shall provide a copy to each new faculty member upon hiring.

(b) If a faculty member does not receive a printed copy of the Agreement as part of the hiring process, the faculty member's supervisor shall notify the UFF so that a copy may be provided.

37.2 Electronic Copies.

(a) The Trustees shall provide an electronic copy of the ratified Agreement and all Supplements to the UFF.

(b) The Trustees shall provide an independent bulleted link, titled "Faculty Collective Bargaining Agreement," to a searchable PDF version of the ratified UFBOT-UFF Agreement, on the University's Human Resource Services web page. The Trustees shall also provide a link titled "United Faculty of Florida," one of whose sublinks shall be to a searchable PDF version of the ratified UFBOT-UFF Agreement, as one of the first three separate categories on the University's "Faculty & Staff" web page.

(c) The Trustees shall notify each person interviewed for a job position in the bargaining unit of the URL addresses for the UFBOT-UFF Agreement.

UFBOT would undertake to make the entire CBA available on-line in searchable form. Then we would not need a glossary or index.

ARTICLE 38: DEFINITIONS

As used in this Agreement, the term:

- “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.
- “administration” or “University Administration” means administrative staff acting on behalf of the Board of Trustees or their designees.
- “Agreement” means this Collective Bargaining Agreement between the University of Florida Board of Trustees and the United Faculty of Florida.
- “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.
- “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.”
- “college” or “college/unit” means a college or a comparable administrative unit generally equivalent in size and character to a college.
- “continuous service” means employment uninterrupted by a break in service. For academic-year 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.
- “days” means calendar days, unless otherwise indicated.
- “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.
- “equitable” means fair and reasonable under the circumstances.

- “faculty member” means a member of the bargaining unit, and “faculty” or “faculty members” means all members of the bargaining unit.
- “FTE” means “full time effort.”
- “if practicable” means capable of being put into practice and resources are available.
- “intellectual property” means any work or invention that is created by an employee.
- “months” means calendar months, unless otherwise indicated.
- number: The singular includes the plural.
- “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.
- “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.
- “supervisor” means an individual identified by the President or designee as having immediate administrative authority over bargaining-unit employees.
- “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.
- “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.
- “University” means the University of Florida.
- “year” means a period of twelve (12) consecutive months.

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 Coordinator
- 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

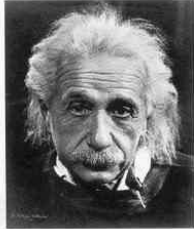
N1 — Coordinator

All other employees of the University of Florida Board of Trustees are excluded from this bargaining unit.

APPENDIX B: SAMPLE UFF DUES DEDUCTION AUTHORIZATION FORM

**UNITED FACULTY OF FLORIDA
UFF-FEA-NEA
SAMPLE UFF DUES DEDUCTION AUTHORIZATION FORM**

[NOTE: text at right of picture, below, will be deleted in printed CBA]



"I consider it important, indeed urgently necessary, for intellectual workers to get together, both to protect their own economic status and, also, generally speaking, to secure their influence in the political field."

ALBERT EINSTEIN
Charter member, AFT, Princeton, 1938

Please fill out the form below and return it to:

__ [Name] __, President, UFF/UF Chapter, P.O. Box 117055, 240 Norman 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, 118 North Monroe Street, Tallahassee, FL 32301, or to the UFF/UF Office, P.O. Box 117055, 240 Norman Hall.

Visit the UFF/UF Chapter Web Site at <http://www.uff-uf.org>

**SAMPLE UFF-PAC PAYROLL DEDUCTION AUTHORIZATION FORM
UNITED FACULTY OF FLORIDA
UFF-FEA-NEA**

United Faculty of Florida - Political Action Committee
118 North Monroe Street
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 117055, 240 Norman Hall, UF.

APPENDIX C: GRIEVANCE FORM

I. Date received by the Office of Human Resource Services (as authenticated by receipt, postmark, or date recorded on fax, as applicable) _____ (must be received within 60 days of the date of the act or omission giving rise to the grievance, or within 15 days of the Notice of Discipline in grievances involving disciplinary action) by:

Personal delivery _____

U. S. Mail _____

Fax _____

GRIEVANT
REPRESENTATIVE

STEP 1 GRIEVANCE

NAME: _____

NAME:

(print)

(print)

CAMPUS MAILING ADDRESSES:

COLLEGE: _____

DEPT: _____

DEPT ADDRESS: _____

PHONE: _____

PHONE:

If grievant is represented by the UFF or legal counsel, all University communications should go to the grievant's representative. Other addresses to which university mailings pertaining to grievance shall be sent:

II. GRIEVANCE

Article(s) and Sections(s) of Agreement allegedly violated:

Statement of grievance (must include date of acts or omissions complained of):

Remedy Sought:

III. AUTHORIZATION

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

UFF _____

Legal Counsel _____

Myself _____

If the grievant elects self-representation or to be represented by legal counsel, the UFF shall also be notified in writing of the date, time, and place of any meeting or hearing called for the purpose of discussing the grievance, shall have the right to have an observer present at all meetings and/or hearings called for the purpose of discussing such grievance, and shall be sent copies of all decisions at the same time as they are sent to the other parties. No resolution of any individually processed grievance can be inconsistent with the terms of this Agreement.

I understand and agree that by filing this grievance, I waive whatever rights i may have 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

Date

(Grievant must sign if grievance is to be processed.)

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: BOARD OF TRUSTEES AND UNITED FACULTY OF FLORIDA
EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION PROCEDURE**

E.1 Policy.

(a) The University of Florida Board of Trustees and the United Faculty of Florida agree to the following procedure as the exclusive method of resolving disputes under Section 14.5 of the Agreement that allege that a faculty member's assignment is arbitrary or unreasonable.

(b) A faculty member who alleges that the assignment is arbitrary or unreasonable may file a grievance under Article 31, Grievance Procedure and Arbitration, of the UFBOT-UFF Agreement only to enforce the exclusive Assignment Dispute Resolution (hereafter, "ADR") procedure delineated below, not to seek a determination as to whether an assignment is arbitrary or unreasonable.

(c) No person shall lobby or otherwise attempt to influence the decision of the Neutral Umpire.

E.2 Neutral Umpire Panel

(a) The Trustees' representative and the UFF representative shall meet within thirty (30) days of the ratification of this Agreement for the purpose of selecting by mutual agreement the Neutral Umpire Panel. The Panel shall consist of six (6) individuals, not employed by the University, who meet the following qualifications:

- (1) familiarity with academic assignments;
- (2) an ability to serve as Neutral Umpire on short notice;
- (3) a willingness to serve on the Panel for no less than one academic year; and
- (4) acceptability to both the Trustees and the UFF.

(b) The Trustees' representative and the UFF representative are encouraged to select fully retired faculty and administrators to be on the Neutral Umpire Panel.

(c) If the Trustees' representative and the UFF representative cannot mutually agree on six (6) individuals, the remaining individuals needed for the Panel shall be determined by the following process:

(1) The Trustees' representative and the UFF representative shall each propose twice the remaining number of individuals necessary to complete the Panel. From this list of names, the parties shall alternately strike names until a permanent panel of six (6) neutral umpires has been selected. The right of the first choice to strike from the list shall be determined by a flip of a coin. Neutral umpires shall be asked to serve on a rotational basis, the sequence to be determined by lot.

(2) If at any time the number of neutral umpires willing to serve on the panel falls below six (6), the Trustees 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.

(3) The Neutral Umpire Panel shall be operative until a successor Agreement is implemented.

(d) Panel membership may be reviewed, at the initiation of the Trustees or the UFF, through written notice. Any Panel member may be replaced by mutual agreement, and the term of the new Panel member shall start at the beginning of the next fiscal year.

E.3 Time Limits

(a) The dispute shall not be processed unless it is filed within

- (1) sixty (60) days after the faculty member's receipt of the Fall or Spring assignment; or
- (2) thirty (30) days after the faculty member's receipt of the summer course appointment/assignment.

(b) If the faculty member's assignment begins prior to final resolution of the dispute, the faculty member shall perform the assignment until the matter is finally resolved under these procedures. However, in that circumstance, if the course assignment is found to be arbitrary or unreasonable, the Trustees or designee shall implement as soon as practicable an appropriate remedy consistent with Section E8.

(c) All time limits specified in this Appendix E may be extended by mutual agreement of the Trustees and the UFF representative.

(1) Upon failure of the faculty member's UFF representative to comply with the time limits in this Appendix, the dispute shall be deemed to have been finally determined at the prior step.

(2) Upon failure of the Trustees to comply with the time limits in this Appendix, the UFF may designate as the Neutral Umpire any individual on the Neutral Umpire panel and proceed to schedule an ADR Neutral Umpire Hearing at the earliest convenience of the designated Neutral Umpire and the grievant, and the Neutral Umpire shall weigh the fact that the Trustees did not provide the grievant with a timely process among the factors considered in rendering a decision or suggested remedy.

(d) Throughout this Appendix references to "days" refers to "calendar days." The "end of the day" shall refer to the end of the business day, i.e., 5:00 p.m. If any deadline falls on a non-business day, the deadline shall be moved to the end of next business day.

E.4 Initial Filing.

(a) A faculty member who believes that the assignment is arbitrary or unreasonable shall file the ADR Form, with Part 1 completed, with the dean or equivalent (hereafter, the "dean") within the time limits required in Section E.3(a). The dean shall send a copy of this ADR Form to the chair or equivalent (hereafter, the "chair").

(1) Part 1 of the ADR Form shall include a brief and concise statement of the faculty member's arguments and shall be accompanied by any relevant documentation supporting the faculty member's position.

(2) This documentation shall be placed in a file entitled "ADR File," which shall be kept separate from the faculty member's personnel or evaluation files.

- (b) The ADR File shall accompany the ADR Form at each step of the process.

E.5 Meeting with Trustees.

(a) No later than four (4) days after receipt of the ADR Form, the dean or designee shall meet with the faculty member, the UFF representative, the person who assigned the course, and the chair and discuss the dispute and attempt to resolve it.

(b) No later than twenty-four (24) hours after the conclusion of this meeting, the dean or designee shall complete Part 2 of the ADR Form, which shall include the explanation of the dean's decision, and deliver it to the faculty member and the UFF representative.

E.6 Filing for Neutral Umpire Hearing. If the consultation with the dean or designee does not resolve the matter, then no later than four (4) days after receiving Part 2 of the ADR Form from the dean the UFF representative may file Part 3 of the ADR Form with the Vice President for Human Resources, indicating an intention to submit the dispute to a Neutral Umpire.

E.7 Preparation for the Neutral Umpire Hearing.

(a) Preparation of the ADR File. No later than seven (7) days after receipt of the completed Part 3 of the ADR Form, the Vice President for Human Resources shall

(1) place into the ADR File the completed Parts 1, 2, and 3 of the ADR Form; a list of the Trustees' expected witnesses, if any; and other relevant documentation; and

(2) present a copy of all documents placed in the ADR File to the UFF representative, who shall place a list of the faculty member's expected witnesses into the file.

(b) Appointment of the Neutral Umpire. Also, no later than seven (7) days after receipt of the completed Part 3 of the ADR Form the Vice President for Human Resources shall notify the Umpire who is next on the rotation list of the need for a Neutral Umpire Hearing.

(1) If the Umpire is unable to serve, the Vice President for Human Resources shall notify the next Umpire on the rotation list, and so on until a member of the Neutral Umpire Panel agrees to serve.

(2) All parties shall be notified once the Umpire has agreed to serve.

(c) Completion of the ADR File.

(1) Upon the agreement of the Neutral Umpire to participate, the Trustees' representative and the UFF representative shall meet as soon as possible to review and complete the ADR File.

(2) After this review, additional documentation shall not be considered in the ADR process, except by agreement of the Trustees' representative and UFF representative, or unless it is documentation that could not with reasonable diligence have been discovered or obtained previously.

(3) After this meeting, the Vice President for Human Resources shall provide the Umpire, the Trustees' representative, and the UFF representative with the faculty member's completed ADR File.

E.8 ADR Neutral Umpire Hearing.

(a) The ADR hearing shall be scheduled as soon as practicable after the Neutral Umpire has received the ADR File. The Vice President for Human Resources shall notify all parties of the time and place of the ADR hearing no later than four (4) days prior to its being convened.

(b) The ADR hearing shall be conducted as follows:

(1) The faculty member, or a UFF representative in concert with the faculty member, and a representative of the Trustees shall be the sole representatives of the parties. Each representative may present documentary evidence from the ADR File, interrogate witnesses, offer arguments, cross-examine witnesses, and have present at the meeting one individual to assist in the presentation of the case. In all cases, the UFF shall have the right to have an observer present at the hearing and shall be sent a copy of all decisions at the same time as they are sent to the faculty member.

(2) The Neutral Umpire shall conduct and have total authority at the ADR hearing. The Neutral Umpire may conduct the ADR hearing in whatever fashion, consistent with this Agreement, that will aid in arriving at a just decision.

(3) The Umpire shall submit to all parties, on Part 4 of the ADR Form within forty-eight (48) hours after the close of the ADR hearing, a written, binding decision as to whether the course assignment arbitrary or unreasonable. The decision shall include the reasons for the Umpire's determination.

(c) If the Umpire decides that the faculty member's assignment was arbitrary or unreasonable, then the Umpire shall suggest an appropriate remedy. This suggestion is not binding on the Trustees but shall be used by the Trustee's designee in fashioning and implementing as soon as practicable an appropriate remedy consistent with the Umpire's decision and this Agreement.

E.9 Expenses. All fees and costs of the Neutral Umpire shall be borne equally by the Trustees and the UFF.

EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION FORM

PART 1: STATEMENT OF DISPUTE

Faculty Member's Name

Department

Faculty Member's Address

Person Making Assignment

Date Assignment Made

Beginning Date of Assignment

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.

I believe the assignment was arbitrary or unreasonable because:

Faculty Member's Signature

UFF Representative's Signature

Date Filed with VP for Human Resources

EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION FORM

PART 2: DECISION OF DEAN OR DESIGNEE

Date of Meeting with Dean/Administrator or designee

The assignment was not arbitrary or unreasonable because:

The disputed assignment has been resolved in the following manner:

Dean /Administrator or designee

Date of Decision

EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION FORM

PART 3: UFF NOTICE OF INTENT TO REFER ASSIGNMENT DISPUTE TO A
NEUTRAL UMPIRE

The decision of the Dean/Administrator or designee is not satisfactory, and the UFF hereby gives notice of its intent to refer the dispute to a Neutral Umpire.

Faculty Member's Name

UFF Representative

Date of Receipt by Vice President for Human Resources

EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION FORM

PART 4: NEUTRAL UMPIRE’S DECISION

The disputed assignment was _____/was not _____ arbitrary or unreasonable.

Reasons for the determination that the assignment was arbitrary or unreasonable are:

Suggested Remedy:

Neutral Umpire’s Name

Faculty Member’s Name

Neutral Umpire’s Signature

Date Decision Issued

**APPENDIX F: P. K. YONGE DEVELOPMENTAL RESEARCH SCHOOL 2009–2010
SALARY SCHEDULE**

Years of Experience	Step	Bachelors	Masters	Specialist	Doctorate
0	0	\$31,621	\$33,166	\$34,196	\$35,226
1	1	\$31,930	\$33,630	\$34,711	\$35,844
2	2	\$32,342	\$34,093	\$35,226	\$36,462
3	3	\$32,754	\$34,557	\$35,741	\$37,080
4	4	\$33,166	\$35,020	\$36,256	\$37,724
5	5	\$33,630	\$35,484	\$36,823	\$38,368
6	6	\$34,093	\$35,947	\$37,389	\$39,037
7	7	\$34,557	\$36,462	\$37,956	\$39,707
8	8	\$35,020	\$36,977	\$38,522	\$40,376
9	9	\$35,535	\$37,492	\$39,140	\$41,046
10	10	\$36,050	\$38,007	\$39,758	\$41,715
11	11	\$36,668	\$38,677	\$40,376	\$42,385
12	12	\$37,286	\$39,346	\$41,046	\$43,054
13	13	\$37,904	\$40,016	\$41,715	\$43,775
14	14	\$38,522	\$40,685	\$42,436	\$44,496
15	15	\$39,140	\$41,355	\$43,157	\$45,269
16	16	\$39,810	\$42,076	\$43,878	\$46,041
17	17	\$40,479	\$42,797	\$44,599	\$46,814
18	18	\$41,149	\$43,518	\$45,320	\$47,586
19	19	\$41,818	\$44,239	\$46,093	\$48,359
20	20	\$42,539	\$45,011	\$46,865	\$49,131
21	21	\$43,260	\$45,784	\$47,638	\$49,904
22	22	\$43,981	\$46,608	\$48,410	\$50,676
23	23	\$44,702	\$47,432	\$49,183	\$51,449
24	24	\$45,526	\$48,410	\$50,058	\$52,324
25	25	\$46,556	\$49,440	\$51,088	\$53,560
26-29	26	\$49,492	\$53,560	\$56,650	\$60,049

2009-2010 Longevity Adjustments:

Years of Experience	Step	Bachelors	Masters	Specialist	Doctorate
30-33	Longevity	\$1,494	\$1,648	\$2,009	\$2,163
34+	Longevity	\$2,498	\$2,858	\$2,781	\$3,039

**APPENDIX G: P. K. YONGE DEVELOPMENTAL RESEARCH SCHOOL SALARY
SUPPLEMENTS 2009–2010**

ACTIVITY	SUPPLEMENT AMOUNT
District Coordinator of Beginning Teacher Program	\$1,500
District Coordinator New Teacher Program	\$1,500
District Guidance Director	\$2,000
District Middle School Student Service Coordinator	\$6,000
District Secondary Activities Coordinator	\$5,000
District Sports Coordinator	\$2,000
District Secondary Curriculum Coordinator	\$5,000
District Elementary Curriculum Coordinator	\$5,000
District Web Master	\$1,743
District Sail Coordinator	\$1,500
Coordinator Fine Arts Program	\$3,000
District Testing Coordinator	\$2,500
District Parent Informational Meeting Coordinator	\$1,000
Athletic Director	\$2,886
Assistant Athletic Director	\$2,886
Baseball Head Coach	\$1,970
Baseball Varsity Assistant Coach	\$951
Baseball JV Head Coach	\$1,125
Baseball JV Assistant Coach	\$845
Boys Basketball Head Coach	\$2,744
Boys Basketball Varsity Assistant Coach	\$1,898
Boys Basketball JV Head Coach	\$1,898
Boys Basketball Freshman Head Coach	\$1,125
Girls Basketball Head Coach	\$2,744
Girls Basketball Varsity Assistant Coach	\$1,729
Girls Basketball JV Head Coach	\$1,600

Girls Basketball Freshman Head Coach	\$1,125
Cheerleading Head Coach	\$1,900
Cheerleading Varsity Assistant Coach	\$842
Cheerleading JV Head Coach	\$395
Cross Country Co-Head Coach	\$598
Cross Country Co-Head Coach	\$598
Cross Country Assistant Coach	\$650
Cross Country JV	\$400
Football Head Coach	\$3,520
Football Offensive Coordinator	\$2,300
Football Defensive Coordinator	\$2,300
Football Varsity Assistant Coach I	\$2,300
Football Varsity Assistant Coach II	\$1,300
Football Varsity Assistant Coach III	\$700
Football JV Head Coach	\$1,200
Football JV Assistant Coach	\$1,500
Diving Head Coach	\$500
Golf Head Coach	\$1,250
Lacrosse Head Coach	\$1,523
Boys Soccer Head Coach	\$1,619
Boys Soccer Assistant Coach	\$1000
Girls Soccer Head Coach	\$1,619
Girls Soccer Assistant Coach	\$1,000
Girls Soccer JV Head Coach	\$980
Softball Head Coach	\$1,970
Softball Varsity Assistant Coach	\$1,038
Softball JV Head Coach	\$1,038
Swimming Head Coach	\$1,000
Tennis Head Coach	\$1,800

Tennis Assistant Coach	\$845
Boys Track Head Coach	\$1,970
Girls Track Head Coach	\$1,475
Track Assistant Coach I	\$700
Track Assistant Coach II	\$600
Track Assistant Coach III	\$600
Volleyball Head Coach	\$1,619
Volleyball Varsity Assistant Coach	\$951
Volleyball JV Head Coach	\$986
Volleyball Freshman Head Coach	\$845
CFG Coordinator	\$700
Curriculum Team Leader	\$1,000
Freshman Class & Sophomore Class Sponsor	\$500
Junior & Senior Class Sponsor	\$700
Elementary School Choral Director	\$1500
National & Junior Honors Society Advisor	\$700
Newspaper Advisor	\$700
Club Sponsor	\$700
Teacher Mentor	\$1,000
Team Leader	\$1,000
Department Chair	\$1,000
Yearbook Sponsor	\$1,000
High School Band Director	\$2,000
Marching Band Director	\$800
Middle School Band Director	\$1,500
High School Student Council Advisor	\$1,500
Middle School Student Council Advisor	\$700
Safety Patrol Monitor	\$1,500
Spring Arts Festival Coordinator	\$2,400

Drivers Education Trainer	Based On Collection
Reading Coach	\$500
School Calendar/ Planner	\$1,000
Sixth Period Class	20% of Salary
Middle School Choral Director	\$1,500
High School Choral Director	\$1,500
Elementary Choral Performance	\$1,000
Dance Team	\$1,000
Literary Magazine	\$1,000
District Math Coordinator	\$1,500

APPENDIX I: SALARY INCREASE NOTIFICATION

Name: _____ Department & College: _____

In accordance with the provisions of the UFBOT-UFF Collective Bargaining Agreement, your salary increase is:

Previous Year's Ending Base Salary — 6/30/____: \$ _____

Promotion: \$ _____

SPP: \$ _____

Merit: \$ _____

DRS Increase: \$ _____

Market Equity Adjustment: \$ _____

Counteroffer: \$ _____

Other: \$ _____

Total Salary Increase as of _____: \$ _____

Salary After Increases: \$ _____

Comments:

The recommendation for your salary increase was prepared by the chair/supervisor of your department/college. You may request a meeting to discuss this increase.

APPENDIX J: 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

The University of Florida is committed, within the laws of the State, to assist faculty and staff members in their pursuit of education, research and service through their university duties. Faculty and staff members may also engage in outside activities that provide service to the community and increase professional reputations or income. 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, consistent with applicable law and collective bargaining agreements to provide a report disclosing the information prior to engaging in the activity or receiving the financial interest. The administration is responsible for reviewing each disclosure to determine if the activity is permitted, not permitted, or if there are conditions necessary to manage, reduce or eliminate the conflicts or potential conflicts before the activity can be permitted.

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 required to be disclosed. A supplemental 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 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 the applicable collective bargaining agreement, federal or state law, or University regulation if the employee is not subject to a collective bargaining agreement, or to follow conditions imposed pursuant to the University's approval of such activities or interests may be grounds for disciplinary action and penalties in accordance with federal or state law, any applicable collective bargaining agreement, or University regulations (if they are not inconsistent with the collective bargaining agreement for employees governed by collective bargaining). If an activity or interest has not been properly disclosed, as a condition for approval of the activity the employee may be required to disclose the activity or interest in all subsequent presentations and publications of research results.

Reporting Requirements

Reporting requirements are governed by federal and state law, any applicable collective bargaining agreement (for those employees in collective bargaining units), and University

Regulations (if they are not inconsistent with the collective bargaining agreement for employees governed by collective bargaining). For in-unit employees certain activities and financial interests are exempted from reporting, pursuant to Section 29.4(a)(2) and (3) of the Collective Bargaining Agreement. 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 must be attached to the Request to use these facilities, equipment or services (Form OAA-GA-L-268/10-2002).
- 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 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. When involved in procurement decisions, a copy of the Disclosure form must be attached to, or provided with, any requisition to purchase from such business entity. If there is no requisition to purchase, the Disclosure form must be provided to the Division of Purchasing prior to any purchase being made.
- 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, if the financial benefit received is more than \$500 annually.
- g. Professional compensated activities except for those for which compensation is less than \$500 (plus related travel expenses) and the payer is a non-profit educational or governmental entity; teaching at another institution; or employment as an expert witness. (Note: The University's reporting form for extra state compensation will fulfill the reporting for such compensated activities within the University and with other state agencies.)
- 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 interest, including intellectual property rights, of the employee that may create a continuing or recurring conflict between the employee's interests and the employee's public responsibilities and obligations, including time commitments; or any employment, contractual relationship, other activity, or financial interest which may create an unlawful conflict between the employee's private interests and the employee's duties and responsibilities, including time commitments.
- j. Outside activities and financial interests required to be reported under 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 a company that supports the employee's research or training activities in any way.

Affirmation

The signature on the completed disclosure form affirms and certifies an understanding of and compliance with all applicable policies on conflict of interest, outside activities and financial interests as well as the completeness and accuracy of the responses as required under the applicable collective bargaining agreement, or the University regulations if the employee is not subject to a collective bargaining agreement. Information on such guidelines and procedures may be obtained from your academic or administrative units and are located on the web at http://rgp.ufl.edu/pdf/research/outside_activities.html and <http://www.uffacultycontract.org/new/index.shtml>.

Copies of completed forms must be sent to: (1) Division of Human Resources, (2) dean or director, (3) department chairperson or other appropriate administrator, (4) employee, and (5) Office of Research and Graduate Programs, if applicable.

University of Florida
Disclosure of Outside Activities and Financial Interests Form

Please Print:

Name:

Title/Rank:

Disclosure Period: _____ to June 30, 20___. Department of Unit/College/Division: _____

University Contract Period: _____ 9 month _____ 12 month % _____ FTE

1. In accordance with University of Florida rules, I report the following activity or interest. Please indicate the category or categories of the activity or financial interest as described in the Instructions to this form as follows:

1. a. ___ b. ___ c. ___ d. ___ e. ___ f. ___ g. ___ h. ___ i. ___ j. ___ k. ___ 2. ___

2. Please provide the requested information on each activity or financial interest performed/proposed during the University contract period as identified above. Please use additional report forms if necessary.

(a) Name of employing or contracting entity or person, or name of entity in which the financial interest is held, and nature of its business:

(b) Description of activity or financial interest (e.g.: equity interest, royalty interest, consulting, honorarium, or interest in patents or copyrights):

(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):

(d) Location and anticipated dates of activity:

(e) Estimated number of hours per week, including travel time: _____ Indicate if annual leave is to be taken: _____ No _____ Yes.

If yes, number of hours per week _____

(f) Are University of Florida employees and/or students to be involved?

_____ No _____ Yes (Explain)

- (g) Will University equipment, facilities or services be used? ____ No ____ Yes (If yes, please attach [Form OAA-GA-L-268/10-2002.](#))
- (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 and Graduate Programs must review and act on the employment/activity.)
- (i) Have these activities been approved before? ____ No ____ Yes
- (j) Total number of outside activity and financial interest reports submitted during this contractual period including this report. Estimate of total number of hours spent per week during this contractual period on all outside activities including this activity.

3. I understand that all activities and 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. If I have a material financial interest or a managerial interest in an entity doing business with the University and am involved in a procurement activity, I will submit a copy of this form to the University's Division of Purchasing with the purchase requisition.

4. 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 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 and Graduate Programs (if applicable) (Printed Name)				
--	--	--	--	--

5. Was conference held to discuss this disclosure? ____ No ____ Yes
If yes, please write a brief summary of action taken:

6. 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 Division of Purchasing under the circumstances described in 3.

Copies of completed forms must be sent to: (1) Division of Human Resources, (2) dean or director, (3) department chairperson or other appropriate administrator, (4) employee, and (5) Office of Research and Graduate Programs, if applicable.

FORM OAA-GA-L-267 Rev. 04/09

**MEMORANDUM OF AGREEMENT on provisional implementation of articles,
appendices, and related provisions**

The University of Florida Board of Trustees (hereafter, the “UFBOT” or “Trustees”) and the United Faculty of Florida (hereafter, the “UFF”) hereby agree to the following Memorandum of Agreement (hereafter, “MOA”) for provisional implementation of articles, appendices, and related provisions that have been agreed to by the parties, pending ratification of the first UFBOT-UFF Collective Bargaining Agreement by the Trustees and by the bargaining-unit faculty.

WHEREAS, the UFF and the UFBOT are currently engaged in active negotiations for the first UFBOT-UFF collective bargaining agreement; and

WHEREAS, the UFF and UFBOT are nearing completion of their negotiations on a new collective bargaining agreement, but the completion of these negotiations and the ratification of the collective bargaining agreement are not feasible prior to the 2008–2009 school year; and

WHEREAS, the UFF and UFBOT both intend to allow for reliable and timely processes regarding grievances and arbitrations, tenure and promotion, and other matters, in the 2008–2009 academic year; and

WHEREAS, many provisions in the new collective bargaining agreement will require time for the parties to implement them fully and satisfactorily; and

WHEREAS, certain tentatively-agreed-to articles have previously been implemented immediately;

NOW, THEREFORE, the parties agree as follows:

1. The following articles, appendices, and related provisions, which the UFBOT and the UFF have agreed to, shall be implemented and shall remain in effect pending final ratification of the complete UFBOT-UFF Collective Bargaining Agreement by the Trustees and by the bargaining-unit faculty:

- Article 1, Titles and Headings
- Article 2, Recognition
- Article 5, Payroll Deduction
- Article 6, Consultation
- Article 7, Maintenance of Benefits
- Article 8, University of Florida Regulations And Policies
- Article 9, Bylaws Governing Terms and Conditions of Employment
- Article 10, Academic Freedom and Responsibility
- Article 11, Nondiscrimination
- Article 12, Appointment
- Article 13, Non-Renewal

Article 14, Assignment of Responsibilities
Article 15, Office Space and Safe Conditions
Article 16, Travel
Article 17, Summer Appointments and Assignments
Article 18, Faculty Member Performance Evaluations and Evaluation File
Article 19, Tenure and Permanent Status
Article 20, Promotion
Article 23, Professional Development Leaves
Article 24, Other Leaves
Article 26, Other Faculty Member Rights
Article 28, Benefits
Article 30, Disciplinary Action and Job Abandonment
Article 31, Grievance Procedure and Arbitration
Article 32, Access to Documents
Article 33, Layoff and Recall
Article 35, Severability
Article 37, Copies of Agreement
Appendix A, Position Classifications in the Bargaining Unit
Appendix B, UFF Dues Deduction Authorization Form
Appendix C, Grievance Form
Appendix D, Notice of Arbitration
Appendix E, Exclusive Assignment Dispute Resolution Procedure
Appendix F, P. K. Yonge Salary Supplements
Memorandum of Understanding on Paid Parental Leave

2. Any articles or appendices still under negotiation (including Intellectual Property, Conflict of Interest, and Salaries, plus any other proposal made or to be made by the parties) shall be implemented if agreed upon by the UFBOT and the UFF pending ratification of the completed UFBOT-UFF Collective Bargaining Agreement by the Trustees and by the bargaining-unit faculty.

3. The following articles have been agreed to and shall be implemented when agreement has been reached by the parties on all of the articles and appendices, above, or, failing such agreement, upon ratification of the completed UFBOT-UFF Collective Bargaining Agreement by the Trustees and by the bargaining-unit faculty:

- Article 3, Management Rights
- Article 4, UFF Rights
- Article 34, Totality of Agreement

4. The UFBOT and the UFF may, by mutual agreement, modify any of the articles and appendices listed in paragraphs 1–3, above, in order to correct technical errors, inconsistencies, or minor details. Any such modifications shall remain in effect pending final ratification of the complete UFBOT-UFF Collective Bargaining Agreement by the Trustees and by the bargaining-unit faculty.

5. The complete text of each implemented article, appendix, or other provision that has been agreed to by the parties shall be posted, from a link titled “New Provisions for Faculty Collective Bargaining Agreement,” under the existing category “University Governance” on the University’s “Faculty & Staff” website and from a link on the first page of the UFF website.

6. All articles and appendices that are agreed to by the representatives of the Trustees and the UFF shall be subject to final ratification by the Trustees and by the bargaining-unit faculty once the entire UFBOT-UFF Collective Bargaining Agreement is completed.

7. Notwithstanding any other provision of this MOA, the Settlement Agreement of unfair labor practice charges that the parties agreed to on October 3, 2006 and any memorandum of understanding executed from January 6, 2006 through the present shall remain in effect, except that this Memorandum of Agreement shall supersede paragraphs 3–5 of the Settlement Agreement.

8. Grievances filed over violations occurring after the effective date of this memorandum of any newly implemented article or appendix shall be considered timely if they are filed before September 25, 2008, or in accordance with timelines specified in the newly implemented Grievance and Arbitration article, whichever is later.

9. Neither the Trustees nor the UFF shall interpret this Memorandum of Agreement as waiving, nor shall it in any way be deemed to waive, any rights either party may have to bargain with respect to wages or other terms and conditions of employment, except as specifically set forth herein.

10. This Memorandum of Agreement shall take effect July 1, 2008.

MEMORANDUM OF UNDERSTANDING on Domestic Partner Health Benefits

WHEREAS the University of Florida Board of Trustees and the United Faculty of Florida (hereafter, the “UFF”) are engaged in collective bargaining negotiations addressing wages, hours, and others terms and conditions of employment for members of the faculty bargaining unit; and

WHEREAS the Board of Trustees and the UFF acknowledge progress in these negotiations but recognize that negotiations for a Collective Bargaining Agreement will not likely be completed in the near future; and

WHEREAS, the Board of Trustees and the UFF recognize the urgency of making domestic partner benefits available to faculty as soon as possible;

NOW, THEREFORE, the Board of Trustees and the UFF agree to the following:

1. The parties agree that the Domestic Partner Health Benefit recently approved by the Board of Trustees shall be offered to bargaining unit faculty members on terms no less favorable than those applied to all other eligible employees during the open enrollment period to commence January 9, 2006;
2. The parties agree to bargain domestic partner benefits issues, including the Domestic Partner Health Benefit referenced in Section 1, above, and that bargaining in good faith on such issues shall begin immediately;
3. The Board of Trustees shall communicate that the parties have reached this understanding and will continue to negotiate domestic partner benefits issues during the ongoing collective bargaining process.
4. This Memorandum of Understanding is a good faith resolution that developed during the course of collective bargaining negotiations and, as such, is intended to be without precedent or prejudice to either the Board of Trustees or the UFF. Neither the Board of Trustees nor the UFF shall interpret this Memorandum as waiving, nor shall it in any way be deemed to waive, any rights either party may have to bargain with respect to wages or other terms and conditions of employment.
5. This Memorandum of Understanding will take effect as of the date signed by the representatives of the University of Florida Board of Trustees and the United Faculty of Florida.

**MEMORANDUM OF UNDERSTANDING on Faculty Enhancement Opportunity (FEO)
Pilot Program**

The University of Florida Board of Trustees (hereafter, the “Trustees”) and the United Faculty of Florida (hereafter, the “UFF”) hereby agree to the following Memorandum of Understanding on a Faculty Enhancement Opportunity (FEO) pilot program. Unless altered by mutual agreement of the Trustees and the UFF, the pilot program will run in accordance with the provisions of this memorandum from February 2009 through August 2009, except that FEOs accepted for Fall 2009 shall continue through their ending dates.

1. Policy. The Trustees and the UFF agree that FEOs are intended to advance the academic/professional/scholarly abilities of faculty members and to advance the University overall.

(a) New central funds made available for FEOs shall supplement (not replace) funds available for sabbatical or professional development leave programs. A faculty member can receive a centrally funded FEO in the same year as a sabbatical or other professional development leave.

(b) FEOs are intended to be more flexible in nature, duration, and funding than sabbaticals or professional development leaves. Thus

(1) FEO funds shall be expended primarily for salary/benefit offset, travel costs and/or fees for conferences or similar learning experiences. However, FEO funds are generally not intended to fund such things as equipment/supply purchases, pilot studies, or similar items for which other sources of support are available.

(2) Summer salary can be requested for those on 9-month contracts who propose summer FEOs.

(3) FEOs shall not be granted for periods longer than fifteen (15) weeks.

(4) Faculty members from any unit may apply for an FEO in any amount.

FEO applications will be considered in relation to categories of funding requested, for example,

\$20,000 – 40,000 (or less)

\$41,000 – 100,000

\$101,000 – 250,000

(c) The intent of the FEO pilot program is to distribute FEOs widely across colleges of the campus over time. However, since applications will be funded based on merit, it is anticipated that not every college or similar unit (hereafter, “college”) will receive a proportionate number of FEO awards each year.

(1) Non-traditional/flexible types of FEO proposals are encouraged in order to maximize the likelihood that faculty members from all colleges can be offered meaningful FEOs.

(2) Each application must be approved by the department chair, the college’s Sabbatical/Professional Development Leave Committee, and the dean or equivalent administrator (hereafter, “dean”) before being submitted to the central FEO Task Force. These approvals shall constitute an endorsement that the application is meritorious.

(3) The Trustees shall establish a maximum number of FEOs awarded annually to each college, in order to increase the likelihood that over time faculty members in

each college can participate in the FEO program. The maximum number of FEOs per college shall be announced before the start of the review and recommendation process.

(d) A central FEO Task Force with broad cross-discipline representation shall review applications endorsed and forwarded from the respective colleges and shall recommend centrally-funded FEOs to the Provost for final approval. The FEO Task Force shall consist of: three faculty members appointed from the Faculty Senate, one faculty member from IFAS and one from the HSC (selected by a process that each Senior VP will determine) and two appointees from the Provost's Office.

(e) Proposals for the FEOs shall clearly identify how the awarded FEO will increase a faculty member's value to the University. Those faculty members receiving FEO funds will be asked to prepare a report regarding the expected results/outcomes following the FEO.

(f) No faculty member shall be discriminated against or retaliated against for taking an FEO.

2. Eligibility.

(a) Any member of the bargaining unit with three (3) or more years of full time service at UF shall be eligible to apply for an FEO. FEO applicants who are on tenure-accruing lines should be advised in writing by their department chair of the tenure clock implications of a part-time or full-time FEO.

(b) Individuals can receive an FEO not more than once every five years.

3. Application Process.

(a) The FEO Task Force shall propose written criteria to use in recommending FEOs for funding. A copy of all criteria shall be attached to the call for FEO applications and shall be posted on the University websites. All such criteria shall also be provided to the UFF/UF President.

(b) The Provost shall issue a call for FEO applications not later than February 26th for Summer/Fall awards. (See attached application form.) Faculty members are advised to prepare the FEO application in consultation with their immediate supervisors.

(c) Applications for FEOs must be submitted on the attached application form. An abridged version of the faculty member's curriculum vitae, not to exceed two (2) pages in length, shall be attached to the application.

(d) **Submission Deadline.** The FEO application shall be submitted to the chair or equivalent administrator (hereafter, "chair") of the faculty member's department or equivalent unit (hereafter, "department") not later than March 20th for Summer/Fall awards.

4. Selection Process. Approval of proposals at the department and college levels shall constitute an endorsement that the application is meritorious.

(a) **Department's Evaluation.** The chair shall evaluate the application in

consultation with an appropriate departmental committee. The chair shall notify the applicants of the departmental evaluation and forward all endorsed applications to the college's elected Sabbatical/Professional Development Leave Committee (hereafter, "S/PDL Committee").

(b) Evaluation by the S/PDL Committee. All applications endorsed by the department chairs shall be evaluated by the college's S/PDL Committee, which shall be elected by and from the tenured full-time faculty and whose chairperson shall be elected by the members of the committee.

(1) The committee shall consider the benefits of the proposed FEO to the faculty member, the University, and the profession.

(2) The committee shall submit its ranked list of recommended applications to the dean.

(c) Dean's Recommendations. After receiving the S/PDL Committee recommendations, the dean or designee shall meet with the Committee, discuss the applications, and agree on which applications to recommend to the central FEO Task Force.

(1) The dean or designee shall forward the endorsed applications to the central FEO Task Force not later than April 17th for Summer/Fall awards.

(2) Each college shall forward annually a number of FEO proposals that is not greater than 5% of the college's total number of faculty members.

(d) FEO Task Force Recommendations.

(1) The FEO Task Force shall review the applications received from and endorsed by the colleges and shall evaluate the five components of the application (goals, plan, benefit to the applicant, benefit to the University, and budget justification).

(2) The Task Force shall recommend to the Provost which applicants should be awarded FEOs. The relevant dean or department chair may be consulted if the Task Force needs additional information about the purpose/value of a proposed FEO.

(e) Notification of Awards.

(1) The Provost shall announce the FEO decisions to applicants not later than May 7th for Summer/Fall awards.

(2) A faculty member who is awarded an FEO must notify the chair, dean, and Provost within one (1) week after receiving the notification, if the faculty member is not able to accept the FEO.

(3) A faculty member may decline an awarded FEO and reapply in a subsequent year without prejudice. A faculty member may also postpone an awarded FEO, in which case the faculty member does not reapply but simply takes the FEO in a subsequent year approved by the chair and dean provided any funds are made available for the FEO program.

(4) The Trustees shall provide the UFF with a report on FEOs each year not later than May 15th. The report shall include the following information for each college in the bargaining unit:

- a. The names of FEO applicants and amounts applied for;
- b. The names of FEO awardees and dollar amounts offered/awarded;
- c. The number of FEOs and dollar amounts accepted;
- d. The number of FEOs and dollar amounts accepted but deferred.

e. The number of FEOs and dollar amounts declined.

(5) The report shall also include the total number of FEO awards and the total amount awarded University-wide.

5. Additional Conditions.

(a) Copies of successful FEO proposals (without budget information) will be shared with FEO applicants if the proposal author agrees.

(b) Upon completion of an FEO, the faculty member shall submit a report of accomplishments to the central FEO Task Force. The FEO Task Force shall evaluate the faculty member's accomplishment of FEO goals and share this with the faculty member and her/his department chair. This evaluation shall be used in considering any future FEO requests from the faculty member.

6. Violations of the FEO Pilot Program. A faculty member may seek redress of an alleged violation of any term or provision of this Memorandum of Understanding or procedures implemented under this Memorandum by filing a grievance under the provisions of Article 31, Grievance Procedure and Arbitration.

7. Neither the Trustees nor the UFF shall interpret this Memorandum of Understanding as waiving, nor shall it in any way deemed to waive, any rights faculty members have under law and under articles and other MOUs tentatively agreed to and implemented by the parties, except as specifically set forth herein.

8. Neither the Trustees nor the UFF shall interpret this Memorandum as waiving, nor shall it in any way be deemed to waive, any rights either party may have to bargain with respect to wages or other terms and conditions of employment, except as specifically set forth herein.

9. This Memorandum of Understanding will take effect as of the date signed by the representatives of the University of Florida Board of Trustees and the United Faculty of Florida.

FEO Plan/Activities/Schedules:

(Describe in 1-2 pages; plan cannot exceed fifteen (15) weeks)

Outcomes of FEO: (Remember that you will be asked to submit a report of your accomplishments at the conclusion of the FEO. Please prepare this section with that report in mind.)

A. List specific outcomes of this FEO related to your own professional growth and development.

B. List specific benefits of this FEO to your department, college and/or the university overall.

Check One: I agree () or I do not agree () that my proposal (WITHOUT budget information), if successful, can be shared with others applying for FEOs

FEO BUDGET FORM

	Central FEO Funds	Department / College FEO Funds	Other Funds, if applicable (Specify _____)
<u>Salary and Benefits</u>			
Dollar Amt	_____	_____	_____
% FTE	_____	_____	_____
	_____	_____	_____

Start / End Dates			
<u>Travel Expenses</u>	_____	_____	_____
<u>Fees / Tuition</u>	_____	_____	_____
<u>Equipment</u>	_____	_____	_____
<u>Supplies</u>	_____	_____	_____
<u>Consultants / Outside Contracts</u>	_____	_____	_____
<u>Other (specify)</u>	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
<u>TOTAL</u>	_____	_____	_____
GRAND TOTAL			_____

BUDGET JUSTIFICATION:

Briefly explain how requested funds will be used, by category (e.g., salary support, travel)

FEO APPROVAL FORM

1. CHAIR, DEPARTMENT OR COLLEGE SABBATICAL COMMITTEE OR EQUIVALENT:

TYPED NAME: _____

SIGNATURE: _____

2. DEPARTMENT CHAIR:

TYPED NAME: _____

SIGNATURE: _____

3. DEAN:

TYPED NAME: _____

SIGNATURE: _____

MEMORANDUM OF UNDERSTANDING regarding Paid Parental Leave Pilot Program

The University of Florida Board of Trustees (hereafter, the “Trustees”) and the United Faculty of Florida (hereafter, the “UFF”) hereby agree and are parties to the following Memorandum of Understanding regarding parental leaves.

WHEREAS the Trustees and the UFF desire to provide on a pilot program basis paid parental leave benefits; and

NOW, THEREFORE, the parties agree as follows:

1. A faculty member shall be provided with up to nineteen and a half contiguous weeks, or one (1) semester, of paid parental leave when the faculty member becomes a biological parent or a child is placed in the faculty member 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. Parental leave is also provided to a faculty member who is a domestic partner to an expected biological or adoptive parent. As used in this paragraph, the term “parent” shall be defined as the biological parent of a faculty member or an individual who stood in *loco parentis* to a faculty member when the faculty member was a child and the term “child” shall be defined as a biological, adopted, or foster child, a stepchild, or a legal ward, or a child of a person standing in *loco parentis*.

2. A faculty member may take one paid parental leave for the duration of the pilot program. In the circumstance that both parents are faculty members employed by the University, only one parent may elect paid parental leave for each event.

3. Leave cannot be taken during periods where the faculty member would not otherwise be assigned duties or not in pay status.

4. All parental leave up to nineteen and one-half (19.5) weeks, or one (1) semester, for each event shall be paid leave, regardless of the amount of accrued paid leave that the faculty member actually has at the time that the parental leave is taken. The faculty member shall not be required to use accrued leave during the first nineteen and one-half (19.5) weeks, or one (1) semester, of the parental leave. However, whenever the faculty member resigns, retires, or otherwise permanently terminates employment with the University, the number of hours that the faculty member has utilized for paid parental leave, excluding any hours that were taken as accrued leave, shall be deducted from the total balance of accrued sick and/or vacation leave that the faculty member has remaining at the time of separation from the University. This deduction shall be performed only immediately prior to calculating any payment to be made to the faculty member for unused sick and/or vacation leave pursuant to Sections 24.9(a)(5)a. and 24.10(c) of the Agreement. A faculty member whose sick and/or vacation leave balance at the time of separation from the University results in a negative balance shall not be required to repay the cost of the parental leave.

5. In accordance with the provisions of Section 24.8 of the BOT-UFF Collective

Bargaining Agreement, the faculty member may use sick and/or vacation leave, which the faculty member has already accrued, for any portion of the parental leave, but only if the faculty member freely chooses to utilize such already accrued leave.

6. The faculty member taking paid parental leave under this pilot program must return to University employment for at least one (1) academic year following the parental leave. Agreements to the contrary must be reduced to writing prior to taking the leave.

7. All rights and protections and obligations in Section 24.8 of the BOT-UFF Collective Bargaining Agreement shall also apply to this pilot program for paid parental leave.

8. All provisions of this pilot program shall be enforceable under Article 31, Grievance Procedure and Arbitration, of the Agreement.

9. Neither party shall interpret this Memorandum of Understanding as waiving, nor shall this Memorandum of Understanding be in any way deemed to waive, any rights either party may have to bargain with respect to wages and other terms and conditions of employment, except as specifically set forth herein.

10. This Memorandum of Understanding shall take effect as of the date the collective bargaining agreement is ratified by the University of Florida Board of Trustees and the United Faculty of Florida and shall continue to the expiration of the BOT-UFF Collective Bargaining Agreement and shall not continue as a contractual right or as a part of the status quo thereafter unless the parties enter into another agreement on parental leave containing the provisions.

MEMORANDUM OF UNDERSTANDING regarding P.K. Yonge Bargaining

WHEREAS, the P.K. Yonge Developmental Research School faculty are members of the bargaining unit represented by the United Faculty of Florida (UFF); and

WHEREAS certain issues relating to the P.K. Yonge faculty require specialized knowledge and experience relating to P.K. Yonge operations, policies and practices; and

WHEREAS such issues are most expeditiously resolved by those with the necessary personal knowledge and experience,

NOW THEREFORE, the Parties agree as follows:

1. The UFF and the University of Florida Board of Trustees (Board) will each form a working group of individuals employed at P.K. Yonge for the purpose of developing specific proposals relating to salary issues unique to the terms and conditions of employment of bargaining unit members employed at P. K. Yonge.

2. For the Board, the working group will consist of Fran Vandiver and up to two (2) other administrators. For UFF, the working group will consist of Thom Anderson and up to two (2) other faculty members.

3. The parties' bargaining teams will consider the proposal(s) of the working groups in negotiating the terms and conditions of employment for all bargaining unit members, including those employed at P. K. Yonge.

4. The working groups may discuss any other issue that is unique to the terms and conditions of employment of the bargaining unit members employed at P. K Yonge, if both working groups desire to do so. However, any proposals regarding such issues will be made only through the parties' respective bargaining teams during those sessions in which the appropriate article(s) are being negotiated.

5. Nothing herein is intended to inhibit the customary informal communications between the faculty and administration at P. K. Yonge.

Agreed to:

MEMORANDUM OF AGREEMENT on a Retirement Enhancement Program

The University of Florida Board of Trustees (hereafter, the “Trustees”) and the United Faculty of Florida (hereafter, the “UFF”) hereby agree and are parties to the following Memorandum of Agreement on a Retirement Enhancement Program.

1. Policy. The University of Florida Board of Trustees and the United Faculty of Florida agree to offer eligible faculty in the collective bargaining unit access to the Retirement Enhancement Program (REP) that shall be made available in 2009-2010 on the same basis as other non-unit eligible faculty.

(a) Overview. Voluntary separation/retirement programs are used by organizations that wish to enter into a mutually beneficial separation agreement with employees when there are significant reductions in the budget of the institution. These programs allow for a smooth exit for those employees electing this option while allowing the organization to reduce the recurring salary expenditure. Enrollment is voluntary and is available to employees who qualify based on eligibility requirements. The program provides a separation incentive payment to the employee.

(b) Objective. This procedure will assist the University in the facilitation of a voluntary separation program for eligible employees in the collective bargaining unit (hereafter “faculty members” or “faculty”), providing them an attractive option for early separation or retirement while helping to meet the University’s budget reduction plan.

2. Eligibility.

(a) A faculty member must meet the following requirements to be eligible for the Retirement Enhancement Program.

(1) Age 65 or older, as of June 30, 2010.

(2) Six or more years of active, continuous, creditable service in a faculty or staff benefits-eligible position with the University of Florida as of November 23, 2009.

(b) Exclusions. The following faculty members are excluded from participating in the Retirement Enhancement Program:

(1) Faculty members who are participating in the Deferred Retirement Option Program (DROP).

(2) Faculty members who have previously retired from the University of Florida.

(3) Faculty members who have entered into an agreement with a predetermined employment end date prior to the program implementation start date (October 1, 2009).

(4) Any faculty member who has received notice of termination, notice of non-renewal or cancellation of their employment.

(5) OPS/temporary employees.

3. Program Details.

(a) Enrollment Period. The enrollment period shall run from October 1, 2009 through March 31, 2010.

(b) Enrollment Process. In order to complete the enrollment process, the faculty member must perform the following:

(1) Submit a completed enrollment form to Retirement Services, Human Resource Services, 903 West University Avenue, Gainesville Florida 32601 by 5:30 P.M. on or before March 31, 2010.

(2) Submit a letter to their supervisor finalizing the employee separation date on or before March 31, 2010. A copy of this signed letter must also be provided to Human Resource Services. The separation date must be on or before June 30, 2010.

(3) Complete a Separation Agreement form and return a signed copy to Human Resource Services by 5:30 P.M. on or before March 31, 2010.

(c) Voluntary Separation Agreement. Any employee participating in the Retirement Enhancement Program must sign a Separation Agreement form releasing the University from any potential liability. This agreement must be submitted to Human Resource Services on or before March 31, 2010.

(d) Separation Process.

(1) The department must complete the exit checklist which may be found via the following web site: <http://www.hr.ufl.edu/emplrelations/forms/exitchecklist.pdf>. In addition, the department is responsible for processing an ePAF for the faculty member's separation and any applicable leave payments after separation in accordance with the Collective Bargaining Agreement and applicable University policies and procedures.

(2) The faculty member does not have to formally retire from the University but they must have a separation date on or before June 30, 2010.

(3) The faculty member does need to do the following:

- a. Resolve the payment of any outstanding debts, including wage overpayments, owed to the University before his or her last date of employment.
- b. Return all UF property before his or her last date of employment.

(e) Separation Payment (Lump-Sum). The lump-sum payment shall be determined as follows:

(1) For 9 and 10-month faculty and staff, the lump-sum payment shall be equivalent to the current base annual salary and FTE of the employee, less applicable employment taxes and deductions.

(2) For 12-month faculty and staff, the lump-sum payment shall be equivalent to the current base annual salary and FTE of the employee, less applicable employment taxes and deductions.

(3) No retirement contribution shall be made by the University on the Separation Incentive Payment (SIP). The SIP shall also not include any health insurance or other employer paid benefit.

(4) Subsequent to the separation from the University, the employee shall receive a vacation and/or sick leave payment in accordance with applicable University regulations and policies and Collective Bargaining Agreements that are in place on the date of separation.

(f) Employment Restrictions. A faculty member participating in the Retirement

Enhancement Program is prohibited from being rehired into a salaried benefits eligible faculty or staff position. Only with the approval of the appropriate Vice President over the area and the Vice President for Human Resource Services, may a participant be rehired in a temporary non-benefit-eligible capacity such as OPS or Adjunct Faculty.

4. This Memorandum of Agreement shall take effect as of the date ratified by both the University of Florida Board of Trustees and the faculty of the bargaining unit.

MEMORANDUM OF UNDERSTANDING on 2006-2007 Salary Package

WHEREAS the University of Florida Board of Trustees (hereafter, the “Trustees”) and the United Faculty of Florida (hereafter, the “UFF”) are engaged in ongoing collective bargaining negotiations and acknowledge that negotiations for a collective bargaining agreement will not be completed and ratified in a manner that will allow for a timely implementation of wage increases for 2006–2007; and

WHEREAS the Trustees and the UFF agree that it would be in the interest of all parties to administer as much of the 2006–2007 salary package as the parties have agreed to but without waiving other rights to bargain with respect to wages and other terms and conditions of employment that the parties have not yet agreed on;

NOW, THEREFORE, the parties agree as follows:

1. The parties agree that the Trustees shall implement, effective October 1, 2006, a 3.0% salary increase to the September 30, 2006 base salary of all eligible in-unit faculty members in accordance with the 2006 General Appropriations Act.
2. The parties agree that the Trustees shall provide a wage increase for 2006–2007 in recognition of sustained meritorious performance as determined by the Sustained Performance Pay Plan (“SPPP”) and a wage increase for a promotion for 2006–2007 in recognition of a promotion to a faculty rank described below:
 - (a) To Assistant University Librarian or Assistant Professor;
 - (b) To Senior Lecturer, Associate In, Associate Professor, Research Associate, Associate Curator, Associate Scholar/Scientist, Associate Engineer, or Associate University Librarian; and
 - (c) To Master Lecturer, Senior Associate In, Professor, Curator, Scholar Scientist, Engineer, or University Librarian.

The Trustees and the UFF further agree that the wage increases referred to in this subsection shall be distributed on October 1, 2006, in an amount equal to nine percent (9%) of the faculty member’s previous base salary, while the parties continue to bargain in an effort to reach a mutually satisfactory final agreement on wage increases. The parties understand that it is the UFF’s position that this Memorandum of Understanding does not constitute a final agreement on the promotion and SPPP increases, and that the UFF’s position has been and continues to be that the salary increase for promotion or an SPPP award for 2006–2007 should be significantly more than nine percent (9%) and should take effect on the first pay period of the 2006 fiscal year.

3. The parties shall continue to bargain over other salary increases in an effort to reach a mutually satisfactory agreement.

4. The parties shall also continue to bargain over salary increases for in-unit department chairs/directors and other related salary issues, such as notification and reporting procedures, equitable increases for employees funded through contracts, grants, and auxiliary

budgets, salary adjustments for faculty members on uncompensated leave, types of payment, and grievability of salary increases in an effort to reach a mutually satisfactory agreement.

5. Pending resolution of current negotiations over one-time awards that do not increase the faculty member's base salary, the Trustees shall continue to provide such one-time awards on the same basis as in the past.

6. Neither party shall interpret this Memorandum of Understanding as waiving, nor shall this Memorandum of Understanding be in any way deemed to waive, any rights either party may have to bargain with respect to wages and other terms and conditions of employment, except as specifically set forth herein.

7. This Memorandum of Understanding will take effect as of the date signed by the University of Florida Board of Trustees and the United Faculty of Florida.

MEMORANDUM OF UNDERSTANDING on Salaries in addition to the September 15, 2006 MOU

The University of Florida Board of Trustees and the United Faculty of Florida hereby agree to the following Memorandum of Understanding on Salaries in addition to the one agreed to by the parties dated and signed on September 15, 2006.

WHEREAS the University of Florida Board of Trustees (hereafter, the “Trustees”) and the United Faculty of Florida (hereafter, the “UFF”) are engaged in ongoing collective bargaining negotiations and acknowledge that negotiations for a collective bargaining agreement will not be completed and ratified in a manner that will allow for a timely implementation of wage increases for 2006–2007; and

WHEREAS the Trustees and the UFF agree that it would be in the interest of all parties to administer as much of the 2006–2007 salary package as the parties have agreed to but without waiving other rights to bargain with respect to wages and other terms and conditions of employment that the parties have not yet agreed on;

NOW, THEREFORE, the parties agree as follows:

1 Discretionary Increases. The Trustees may provide, as described below, additional salary increases for market equity considerations, including verified counteroffers; compression/inversion; increased duties and responsibilities; special achievements; litigation/settlements; and similar special situations. All salary increases under this section shall be committed before the end of the 2006–2007 fiscal year.

(a) The parties recognize that the total funds for discretionary increases shall be no less than one-fourth of one percent (0.25%) and no more than three-fourths of one percent (0.75%) of the total base salary rate of members of the bargaining unit as of May 15, 2006.

(b) Faculty Award Programs. In addition to the discretionary salary increases described in subsection 27.4(a), the Trustees 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.

(c) Contract and Grant-Funded Increases. Faculty on contracts or grants shall receive discretionary salary increases, provided that such salary increases are permitted by the terms of the contract or grant and adequate funds are available for this purpose in the contract or grant.

(d) Criteria for Market Equity Discretionary Increases. Any faculty member who believes his/her salary is not equitable in relation to their appropriate national market salary may formally request a market equity salary increase in accordance with the procedure described in Section (d)(1)–(5) below. The faculty members shall make this request in writing to the chair.

(1) Database for Measuring Appropriate Market Salaries. The general databases that shall be used as a starting point for determining appropriate market salaries shall be the average salary at Carnegie Class Research I universities for the faculty member’s rank and discipline, as reflected in the most recent Oklahoma State University Faculty Salary Survey by Discipline (hereafter “OSU”) or the most recent Association of Research Libraries annual salary survey (hereafter “ARL”), as appropriate.

(2) Method for Determining a Faculty Member's Appropriate Market Salary. For any faculty member requesting a market-equity adjustment, the department/unit supervisor and the department/unit's merit pay committee or other departmental governance bodies that are customarily consulted on salary decisions shall review the salary and curriculum vitae in relation to the OSU/ARL average salary for their academic rank in order to determine an appropriate market-equity salary adjustment, which the chair shall recommend to the dean. Each department/college or equivalent unit may, at its option, establish a method for determining a faculty member's appropriate market salary, which shall include the establishment of baseline market salary levels for each rank/SPPP award and a means of measuring relative merit. The faculty member is entitled to present any documentation in support of the request.

(3) The chair shall report the results of the review to the faculty member and make a recommendation to the dean, attaching supporting documentation. If not satisfied with the response from the chair, the faculty member may address the issue with the appropriate dean.

(4) The dean shall review the chair's recommendation and the supporting documentation and make a recommendation to the Provost, attaching supporting documentation. If not satisfied with the response from the dean, the faculty member may address the issue through the Office of the Provost.

(5) The Provost shall make the final decision regarding the requested market-equity adjustment. The Provost shall report that decision to the dean, department/unit chair, and the faculty member.

(e) Salary Increases for Increased Duties and Responsibilities. Faculty members in the bargaining unit who are assigned increased administrative duties and responsibilities for a period of two years or more shall receive in the first year of their appointment, in addition to the other salary increases for which they qualify, a discretionary salary increase to their base salary or other appropriate accommodations in recognition of their increased duties and responsibilities. The supervisor shall identify any salary increase or other appropriate accommodations prior to the faculty member accepts and assumes the newly assigned duties.

(f) On April 30, 2007, the Trustees shall provide the UFF with an electronic copy of the total list of the discretionary salary increases that the Trustees have implemented to that point during the fiscal year starting July 1, 2006. The Trustees shall also provide an electronic copy of a separate list of any discretionary salary increases for which they believe they have made commitments but have not yet implemented.

(1) These lists shall provide the name, rank, and department of the faculty member, the amount of the increase, and the reason for the increase (including the institution to whose offer the counteroffer is a response, if the increase is a counteroffer).

(2) In the case of counteroffers, the Trustees shall provide to the UFF a copy of the written offer to which the counteroffer was a response.

2. The parties shall continue to bargain over other salary increase provisions, including those relating to merit salary increases, promotion and SPPP increases, and salary increases for P. K. Yonge faculty, in an effort to reach a mutually satisfactory agreement.

3. Department Chairs and Center/Program Directors.

(a) Faculty members in the bargaining unit who are department chairs, center directors, program directors, or heads of equivalent administrative units shall be eligible for salary increases on the same basis as all other faculty members, except that, in addition to the

other salary increases for which they qualify, they shall receive in the first year of their appointment a discretionary salary increase or other appropriate accommodation in recognition of their increased duties and responsibilities.

(b) Merit salary increases for bargaining-unit department chairs, center directors, program directors, or heads of equivalent administrative units and other members of the bargaining unit directly supervised by the dean shall be based on the annual evaluation by their dean or equivalent supervisor. For the purpose of the distribution of merit salary increases, the dean of each college shall treat all such chairs, center directors, program directors, or heads of equivalent administrative units as members of a single unit equivalent to a department.

4. **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.

5. **Salary Increase Notification.** Faculty members shall be notified regarding the salary increases provided under this Article no later than four (4) weeks prior to the implementation of the salary increases described in this Article through the form shown in Appendix “G” of this Agreement.

(a) The report shall contain the following information:

- (1) the name of each faculty member;
- (2) the faculty member’s department and college;
- (3) the faculty member’s base salary rate before this year’s salary increases;
- (4) the amount received in each salary increase category for 2006–07, including any promotion or SPPP increases or any other adjustments; and
- (5) the faculty member’s new base salary rate after the salary increases described above.

(b) Upon request, a faculty member shall have the opportunity to consult with the person or committee that makes the initial recommendation for a salary increase.

6. **Salary Adjustments for Faculty Members on Uncompensated Leave.** The base salary of a faculty member returning from uncompensated leave shall be adjusted to reflect all across-the-board pay increases that were distributed during the period of the faculty member’s uncompensated leave and that the faculty member would have been eligible to receive if he/she had not been on uncompensated leave.

7. **Notice to UFF.**

(a) No later than thirty (30) days after the first pay period in which the annual 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 for 2006–07, including any promotion or SPPP increase or any other adjustments; and
- (11) the new base salary rate after the salary increases described above.

(c) A copy of the report of the annual salary increases referenced in this Article shall simultaneously be sent to the Smathers West library and be available to all faculty.

(d) A copy of the department/unit's portion of the report shall be placed on file in each department/unit, available upon request to any faculty member of the department/unit no later than six (6) weeks after the implementation of such increases.

8. 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.

9. 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 Trustees 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 Trustees 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 31, Grievance Procedure and Arbitration, the act or omission giving rise to such a grievance may be the faculty member's receipt of any salary warrant for a full-pay period in which the 2006–07 salary increases referenced in this Article are reflected, but not later than six full-pay periods after the effective date of the pay action.

10. Neither party shall interpret this Memorandum of Understanding as waiving, nor shall this Memorandum of Understanding be in any way deemed to waive, any rights either party may have to bargain with respect to wages and other terms and conditions of employment, except as specifically set forth herein.

11. This Memorandum of Understanding will take effect as of the date signed by the University of Florida Board of Trustees and the United Faculty of Florida.

MEMORANDUM OF UNDERSTANDING on 2007-2008 Salaries

The University of Florida Board of Trustees (hereafter, the “Trustees”) and the United Faculty of Florida (hereafter, the “UFF”) hereby agree to the following Memorandum of Understanding on Salaries.

WHEREAS the Trustees and the UFF are engaged in ongoing collective bargaining negotiations and acknowledge that negotiations for a collective bargaining agreement will not be completed and ratified in a manner that will allow for a timely implementation of wage and salary increases for 2007–2008; and

WHEREAS the Trustees and the UFF agree that it would be in the interest of all parties to administer as much of the 2007–2008 salary package as the parties have agreed to but without waiving other rights to bargain with respect to wages and other terms and conditions of employment;

NOW, THEREFORE, the parties agree as follows:

1. The parties shall continue to bargain over salary provisions in an effort to reach a mutually satisfactory agreement on those issues. However, the parties have agreed to the provisions in paragraphs 2 through 6, below, and shall implement those immediately.
2. Non-recurring Wage Increase for 2007–2008. All eligible members of the bargaining unit shall receive a non-recurring single payment of one thousand dollars (\$1,000), from which the applicable taxes and withholdings will be deducted, effective November 1, 2007. To be eligible for this bonus, the bargaining unit member shall have been employed (on either a nine-month academic-year basis or a twelve-month calendar-year basis) on July 1, 2007 and employed on October 31, 2007.
3. Promotion Increases. Members of the bargaining unit who are promoted to the rank of Associate Professor, Clinical Associate Professor, University School Associate Professor, Associate Curator, Senior Lecturer, Associate in _____, Associate Scholar, Associate Scientist, Associate Engineer, Associate University Librarian, Professor, Clinical Professor, University School Professor, Curator, Master Lecturer, Senior Associate in _____, Scholar, Scientist, Engineer, or University Librarian shall receive a recurring promotion salary increase of nine percent (9%) of their previous year’s base salary as of June 30, 2007. Twelve (12)-month faculty shall receive the promotion salary increase effective July 1, 2007 and nine-month faculty shall receive the promotion salary increase effective August 16, 2007.
4. Sustained Performance Pay Plan. Salary increases for 2007–2008 determined through the Sustained Performance Pay Plan (SPPP) shall be granted in the amount equal to nine percent (9%) of the faculty member’s previous year’s base salary as of June 30, 2007. Twelve (12)-month faculty shall receive the SPPP salary increase effective July 1, 2007 and nine-month faculty shall receive the SPPP salary increase effective August 16, 2007.

5. Neither party shall interpret this Memorandum of Understanding as waiving, nor shall this Memorandum of Understanding be in any way deemed to waive, any rights either party may have to bargain with respect to wages and other terms and conditions of employment, except as specifically set forth herein.

6. Individual wage adjustments may be provided as permitted by the status quo.

7. This Memorandum of Understanding will take effect as of the date signed by the University of Florida Board of Trustees and the United Faculty of Florida.

**MEMORANDUM OF UNDERSTANDING on Tenure and Promotion Provisions date
change from “March 1, 2007” to “June 30, 2007”**

WHEREAS, the United Faculty of Florida (hereinafter the “UFF”) and the University of Florida’s Board of Trustees (hereinafter the “UFBOT”) are currently engaged in active negotiations for a collective bargaining agreement; and

WHEREAS, the UFF and UFBOT have made progress toward the completion of their negotiations, including progress towards the tenure and promotion provisions in the final agreement but contract negotiations and a ratification vote will not be feasible on or before March 1, 2007; and

WHEREAS, the UFF and UFBOT entered into an agreement on October 3, 2006 regarding the application of the University’s tenure and promotion rules and procedures to UFF bargaining unit members; and

WHEREAS, the UFF and UFBOT mutually intend to allow for a reliable and timely tenure and promotion process,

THEREFORE, the parties mutually agree that the language of paragraph 4 referenced in the agreement dated October 3, 2006 referring to “March 1, 2007” will be extended and amended to read “June 30, 2007.”

**MEMORANDUM OF UNDERSTANDING on Tenure and Promotion Provisions date
change from “June 30, 2007” to “August 15, 2007”**

WHEREAS, the United Faculty of Florida (hereinafter the “UFF”) and the University of Florida’s Board of Trustees (hereinafter the “UFBOT”) are currently engaged in active negotiations for a collective bargaining agreement; and

WHEREAS, the UFF and UFBOT have made progress toward the completion of their negotiations, including progress towards the tenure and promotion provisions in the final agreement but contract negotiations and a ratification vote will not be feasible on or before the beginning of the 2007–08 academic year; and

WHEREAS, the UFF and UFBOT entered into an agreement on October 3, 2006 and February 26, 2007 regarding the application of the University’s tenure and promotion rules and procedures to UFF bargaining unit members; and

WHEREAS, the UFF and UFBOT mutually intend to allow for a reliable and timely tenure and promotion process,

THEREFORE, the parties mutually agree that the language of paragraph 4 in the agreement dated October 3, 2006, which was amended on February 26, 2007 to change the deadline from March 1, 2007 to “June 30, 2007,” is amended to change the deadline from “June 30, 2007” to “August 15, 2007.”

MEMORANDUM OF UNDERSTANDING on the Promotion and Tenure Process for the College of Engineering

The University of Florida Board of Trustees (hereafter, the “Trustees”) and the United Faculty of Florida (hereafter, the “UFF”), hereby agree to the following Memorandum of Understanding on the promotion and tenure process for the College of Engineering.

WHEREAS the Trustees and the UFF are engaged in ongoing collective bargaining negotiations and have agreed to implement tentatively agreed upon provisions addressing the promotion and tenure process, pending final ratification of the complete UFBOT-UFF Collective Bargaining Agreement by the Trustees and by the bargaining-unit faculty; and

WHEREAS the Trustees and the UFF acknowledge that it would be in the interest of all parties to modify the agreed upon process for the College of Engineering for applications submitted during the 2008–2009 academic year; and

WHEREAS the agreed upon tenure and promotion process mandates a narrow range of minimum and maximum number of outside letters of reference that may be requested during the faculty member’s tenure and/or promotion application process;

NOW, THEREFORE, the parties agree as follows:

1. With respect to a candidate’s application for tenure or promotion in the College of Engineering for the 2008–2009 academic year, the chair shall solicit evaluation of the candidate’s research/scholarship/creative activities so that the tenure or promotion dossier contains no fewer than eight and no more than nine letters from qualified scholars in pertinent disciplines outside the University. No less than half of the selected evaluators must come from a list of qualified scholars provided by the candidate. If the extraordinary situation arises where a tenth letter is received, the chair must include all the letters, along with an explanation of why an additional letter exists. All other elements of the tenure and promotion process shall be governed by the tentatively agreed to Article 19, Tenure and Permanent Status, and Article 20, Promotion, as revised on June 20, 2008.

2. The terms of this Memorandum of Understanding apply only to the 2008–2009 academic year. Thereafter, the College of Engineering, like all other colleges in the bargaining unit, shall be governed by terms of the tentatively agreed to Article 19, Tenure and Permanent Status, and Article 20, Promotion, as revised on June 20, 2008.

3. As provided in Sections 19.8(f)(7) and 20.5(f)(7), the faculty of the College of Engineering, like the faculty of all other colleges in the bargaining unit, may change the number of required outside letters by a two-thirds majority vote by secret ballot of the faculty in the college. For the change to apply to applications for tenure or promotion in the 2009–2010 academic year, the vote must be taken no later than March 31, 2009.

4. Neither party shall interpret this Memorandum of Understanding as waiving, nor shall this Memorandum of Understanding be in any way deemed to waive, any collective bargaining rights, except as specifically set forth herein.

5. This Memorandum of Understanding will take effect as of the date signed by the Trustees and the UFF.

6. This Memorandum of Understanding represents the Parties' entire agreement and constitutes a complete understanding between the Parties. The Parties acknowledge that no other contract, promise, or inducement has been made and that accordingly this Memorandum of Understanding cannot be amended or modified without express written consent of both parties.

Settlement Agreement: Public Employees Relations Commission: UFF v. UF BOT
(Case Nos. CA-2003-05, CA-2005-082, CA-2006-041)

STATE OF FLORIDA
PUBLIC EMPLOYEES RELATIONS COMMISSION

UNITED FACULTY OF FLORIDA,

Charging Party,

vs.

Case No. CA-2003-051
CA-2005-082
CA-2006-041

UNIVERSITY OF FLORIDA
BOARD OF TRUSTEES,

Respondent.

_____ /

SETTLEMENT AGREEMENT

The United Faculty of Florida (hereafter, the “UFF”) and the Board of Trustees of the University of Florida (hereafter, the “Trustees”) agree to resolve the above case on the following terms:

1. The parties recognize and affirm that changes in mandatory subjects of bargaining for bargaining unit members are subject to collective bargaining and shall only be implemented by agreement between the parties.
2. The Trustees shall immediately implement Section 37.2(b) of the proposed new collective bargaining agreement, which relates to linking the UFF website to UF websites and which was agreed to by the parties on February 24, 2006.
3. Except as specified elsewhere in this settlement agreement, the parties shall observe the amendments to regulations 6C1-7.010, 6C1-7.013, and 6C1-7.048 enacted in July 2005 unless a provision of a regulation conflicts with the terms of any subsequent agreement or Memorandum of Understanding or of a new Collective Bargaining Agreement.
4. The tenure and promotion rules and procedures, as specified in UF Regulation 6C1-7.019 and the “Guidelines and Information Regarding the Tenure, Permanent Status and Promotion Process for 2006-07,” shall apply to members in the bargaining unit who apply for tenure and/or promotion during the 2005-06 or 2006-07 academic year cycles. The new collective bargaining agreement shall apply to members in the bargaining unit who apply for tenure and/or promotion

during the 2007–08 academic cycle and thereafter. However, if the Trustees and the UFF have not agreed to articles addressing tenure and promotion proposed for the new collective bargaining agreement by March 1, 2007 and there has not been a Memorandum of Understanding between the parties extending this provisional implementation, then the provisions of the 2001–2003 CBA shall apply to members in the bargaining unit who apply for tenure and/or promotion during the 2007–08 academic year cycle and thereafter, until those provisions are changed by a new Collective Bargaining Agreement or a formal Memorandum of Understanding between the Trustees and the UFF pertaining to such changes, or unless such changes are part of a lawful resolution of the formal impasse resolution process, pursuant to Chapter 447, Florida Statutes.

5. Since the parties have agreed to follow the regulations on tenure and promotion, as specified in UF Regulation 6C1–7.019 and the “Guidelines and Information Regarding the Tenure, Permanent Status and Promotion Process for 2006–07,” the UFF or a bargaining unit member may redress an alleged violation of those regulations by filing a grievance in accordance with the new grievance procedure to be bargained between the Trustees and the UFF. The grievance regarding tenure or promotion for 2006–07 shall be considered timely if it is filed after the new grievance procedure is implemented but within the time limits the new grievance procedure specifies.

6. In addition, certain grievances filed after August 29, 2002, that either the Trustees or the UFF believes to be active (Biro, Anderson, Thrall, the class grievance by members from the Student Mental Health Center) shall be considered timely and processed anew according to the specifications of a new grievance procedure to be bargained between the Trustees and the UFF.

7. The provisions of the “UFF Rights” article of the proposed collective bargaining agreement, which the parties agreed to on October 3, 2006, shall be implemented immediately except that, beginning with the summer 2006, the Trustees shall provide the UFF with twelve (12) units of released time each semester and seven (7) units of released time each summer until resolution of the new collective bargaining agreement currently being negotiated by the Trustees and the UFF. Any such unit of released time (twelve units in each semester and seven units in each summer) that the UFF does not designate a faculty member to use during this period before a new agreement is ratified shall be carried forward for use at a subsequent time of the UFF’s choosing. The UFF may, before November 15, 2006, amend the released time requests it has already made for the summer 2006 and for the 2006–2007 academic year. In every other respect except for the number of units of released time to be provided, the option of amending the released-time requests, and the option to defer the use of unused released time, the provisions of the new “UFF Rights” article shall apply.

8. The UF Chapter of the UFF shall be entitled to twenty-six (26) units of released time, to be utilized at a time of the UFF’s choosing, in addition to the released time provided in paragraph 7, above, and in addition to the released time provided in the “UFF Rights” article of the proposed new collective bargaining agreement, which the parties agreed to on October 3, 2006, and in addition to any released time that the Trustees and the UFF may negotiate at any time in the future. The twenty-six (26) units of released time referenced in this paragraph shall not be used all at once in only one or two semesters or summers.

9. The UFF shall follow the provisions of the “UFF Rights” article, which the parties agreed to on October 3, 2006, in requesting use of the additional units of released time specified in paragraph 8, above.

10. The parties agree that the Trustees may make discretionary salary increases, as specified in the Memorandum of Understanding on Salaries agreed to by the parties on October 3, up to an annualized cap of three-fourths of one percent (0.75%) of the total in-unit payroll until changed by a new Collective Bargaining Agreement or a formal Memorandum of Understanding between the Trustees and the UFF pertaining to such changes, or unless such changes are part of a lawful resolution of the formal impasse resolution process, pursuant to Chapter 447, Florida Statutes.

11. The UFF shall withdraw, with prejudice, the unfair labor practice charges in this case.