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**Collective Bargaining Agreement**

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**2021 - 2024**

**Between the**

**University of South Florida Board of Trustees**

**and**

**United Faculty of Florida**

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## Article 1 - Recognition

1.1 Bargaining Unit. Pursuant to Order Granting Certification No. 03E-119 issued May 15, 2003 by the Public Employees Relations Commission, wherein the Commission issued Certification No. 1395 adopting the bargaining unit agreed to by the University of South Florida and the United Faculty of Florida, the University has recognized the United Faculty of Florida as the exclusive representative, solely for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment as specifically set forth in this Agreement, for all employees in the bargaining unit described in the certification. Attached as Appendix "A," for information purposes only and not made a part of the Agreement, is the listing of titles included in the General Faculty bargaining unit.

1.2 University Rules, Policies, Regulations and Resolutions.

A. No existing, new or amended University rule, policy, regulation, or resolution shall apply to employees in the bargaining unit if it is inconsistent with or conflicts with an express term or provision of the Agreement.

B. The University shall provide to the UFF an advance copy of any proposed rule, policy, regulation, or resolution changing a term or condition of employment contained in this Agreement. The University shall provide the advance copy of a proposed rule no later than the date of publication under the provisions of the Administrative Procedure Act. The advance copy of a rule, policy, regulation, or resolution shall be provided to the UFF at least thirty days (30) in advance of its effective date so as to permit the UFF to seek consultation with respect to it. With respect to a rule, policy, regulation, or resolution adopted pursuant to the emergency provisions of the Administrative Procedure Act, an advance copy shall be provided to the UFF as far in advance of its effective date as is feasible under the circumstances.

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

D. If any proposed rule, policy, regulation, or resolution would modify an express term of this Agreement, the University shall engage in collective bargaining with respect to the change upon the UFF's request.

1.3 Board of Trustee Meetings.

A. The University shall maintain a web page containing a copy of the agenda and supporting materials for each Board meeting and Board committee meeting. Minutes of Board meetings and Board committee meetings shall be posted to the web page. The agenda, supporting materials and minutes shall be posted to the web page at the time same are made available to members of the Board.

B. The UFF shall be granted a place on the agenda at each Board meeting for the purpose of addressing any item on the Board's agenda that affects the wages, hours, or other terms and conditions of employment of employees.

1.4 Right to Hear Views. Nothing contained in this Agreement shall be construed to prevent the USF Board or the University from meeting with any individual or organization to hear views on any matter, provided however, that as to any such matter which is a proper subject of collective bargaining and covered by a term of this Agreement, any changes or modification shall be made only through negotiation and agreement with the UFF.

## Article 2 - Consultation

2.1 Consultation with President. The President or representative shall meet with the UFF representatives to discuss matters pertinent to the implementation or administration of this Agreement, University actions affecting terms and conditions of employment or any other mutually agreeable matters. Such meetings shall occur twice (2) per semester in the academic year and once (1) during the summer term unless the parties agree to meet more or less frequently. The party requesting consultation shall submit a written list of agenda items no less than one (1) week in advance of the meeting. The other party shall also submit a written list of agenda items in advance of the meeting if it wishes to discuss specific issues. The parties understand and agree that such meetings may be used to resolve problems regarding

118 the implementation and administration of the Agreement; however, such meetings shall not constitute or  
119 be used for the purpose of collective bargaining.

120  
121 2.2 Diversity Plans. The University shall provide to the UFF, without cost, a copy of any plans to  
122 ensure diversity, and updates of such plans.

### 123 124 **Article 3 - UFF Privileges**

125 3.1 Use of Facilities and Services. Subject to the rules of the University and the terms of this  
126 Agreement, the UFF shall have the right to use University facilities for meetings and all other services on  
127 the same basis as they are generally available to other university-related organizations which are defined  
128 as follows:

129  
130 University-Related Groups and Organizations. These groups and organizations may or may not receive  
131 budgetary support. Examples of such groups include student organizations, honor societies, fraternities,  
132 sororities, alumni associations, faculty committees, University Support Personnel Systems council, direct  
133 support organizations, the United Faculty of Florida, etc.

134  
135 3.2 Communications.

136  
137 A. UFF may post bulletins and notices relevant to its position as the collective bargaining  
138 agent on a reasonable number of existing bulletin boards but on at least one bulletin board per building  
139 where a substantial number of employees have offices. Specific locations shall be mutually selected by  
140 the University and the local UFF Chapter in the course of consultation pursuant to Article 2, Consultation.  
141 All materials placed on the designated bulletin boards shall bear the date of posting and may be removed  
142 by the University after having been posted for a period of thirty (30) days. If materials do not bear a date  
143 of posting the University may remove them at any time. In addition, such bulletin boards may not be used  
144 for election campaigns for public office or exclusive collective bargaining representation.

145  
146 B. The University will place a link in an appropriate place on the University web site to the  
147 web site of the local UFF chapter.

148  
149 C. Accessing existing university e-mail listservs or establishing a new listserv allowing the  
150 UFF electronic communications with employees shall be the subject of consultation pursuant to Article  
151 2, Consultation. UFF agrees to pay a reasonable annual fee to the University if access to a University  
152 maintained e-mail listserv is provided. However, such listservs may not be used for election campaigns  
153 for public office or for exclusive collective bargaining representation. Employees who are e-mail  
154 recipients of the listserv shall have the right to have themselves removed from the listserv upon their  
155 written request.

156  
157 D. Except in non-reappointment and disciplinary matters, email communications shall  
158 suffice as an alternative in cases where certified mail or personal delivery is required by this  
159 Agreement. An electronic delivery receipt or email acknowledgement from the recipient to the sender  
160 will be considered proof of receipt. Official University mail addresses shall be used for this purpose if  
161 available.

162  
163 3.3 Leave of Absence -- Union Activity.

164  
165 At the written request of the UFF, provided no later than May 1 of the year prior to the beginning of the academic  
166 year when such leave is to become effective, a full-time or part-time leave of absence for the academic year  
167 shall be granted to up to 4 employees designated by the UFF for the purpose of carrying out UFF's obligations  
168 in representing employees and administering this Agreement, including lobbying and other political  
169 representation. Such leave may also be granted to up to 2 employees for the entire summer term, upon written  
170 request by the UFF provided no later than March 15 of the preceding academic year. Upon the failure of the  
171 UFF to provide the University with a list of designees by the specified deadlines, the University may refuse to  
172 honor any of the requests that were submitted late.

173  
174 A. No more than one employee per fifteen (15) employees per department/unit, need be

175 granted such leave at any one time.

176  
177 B. The employee(s) shall be placed in unpaid leave status. The employee will be  
178 responsible for continuation of benefits during the unpaid leave.

179  
180 C. Employees on full-time leave under this paragraph shall, upon return to paid status, be  
181 eligible to receive salary increases in accordance with the provisions of Article 17.11. Employees on less  
182 than full-time leave under this paragraph shall be eligible to receive salary increases on the same basis as  
183 other employees.

184  
185 D. An employee who has been granted leave under this Article for two (2) consecutive  
186 academic years shall not again be eligible for such leave until two (2) consecutive academic years have  
187 elapsed following the end of the leave. Two (2) employees, designated by the UFF, shall be exempt from  
188 the provisions of this subsection. Other exceptions may be granted at the discretion of the University upon  
189 prior written request by the UFF.

190  
191 E. The University or the USF Board shall not be liable for the acts or omissions of said  
192 employees during the leave and the UFF shall hold the University and the USF Board harmless for any  
193 such acts or omissions, including the cost of defending against such claims.

194  
195 F. An employee on such leave shall not be evaluated for this activity nor shall such activity  
196 be considered by the University in making personnel decisions.

197  
198 3.4 Released Time.

199  
200 A. The University agrees to provide a total of six (6) units of released time in both the Fall  
201 and Spring semester to full-time employees designated by the UFF for the purpose of carrying out the  
202 UFF's obligations in representing employees and administering this Agreement. The UFF may designate  
203 employees to receive released time during the academic year, subject to the following conditions:

204  
205 (1). No more than one (1) employee per fifteen (15) employees per department/unit may  
206 be granted released time at any one time, nor may any employee be granted more than a two (2)  
207 unit reduction in a single semester.

208  
209 (2). The UFF shall provide the University with a list of designees for the academic year no  
210 later than May 1 of the preceding academic year. The designees shall serve for one (1) academic  
211 year. Substitutions for the spring semester may be made upon written notification submitted by the  
212 UFF to the University no later than October 15.

213  
214 B. A "unit" of released time shall consist of a reduction in teaching load of one (1) course per  
215 Fall or Spring semester for instructional employees or, for non-teaching employees, a reduction in workload  
216 of ten (10) hours per week. Two (2) units shall consist of a reduction in teaching load of two (2) courses per  
217 Fall or Spring semester for instructional employees or, for non-teaching employees, a reduction in workload  
218 of twenty (20) hours per week.

219  
220 C. Released time shall be used for conducting UFF business at the University or State level,  
221 and shall not be used for lobbying or other political representation. Leave for lobbying or other political  
222 representation may be purchased by the UFF pursuant to Section 3.

223  
224 D. Upon the failure of the UFF to provide a list of designees by the specified deadlines, the  
225 University may refuse to honor any of the released time requests which were submitted late. Substitutions  
226 submitted after the October 15 deadline shall be allowed at the discretion of the University.

227  
228 E. An employee who has been granted released time for either or both semesters during  
229 four (4) consecutive academic years shall not again be eligible for released time until two (2) academic  
230 years have elapsed following the end of the fourth academic year in which such released time was  
231 granted.

233 F. Employees on released time shall be eligible for salary increases on the same basis as  
234 other employees, but their released time activities shall not be evaluated nor taken into consideration by  
235 the University in making personnel decisions.

236  
237 G. Employees on released time shall retain all rights and responsibilities as employees but  
238 shall not be considered representatives of the University or USF Board for any activities undertaken on  
239 behalf of the UFF. The UFF agrees to hold the University and USF Board harmless for any claims arising  
240 from such activities, including the cost of defending against such claims.

241  
242 H. Summer. The UFF may designate three (3) employees to receive a thirteen week .25 FTE  
243 summer released time assignment however, no more than one employee per 15 employees per  
244 department/unit be designated to receive such released time. The UFF shall provide the University with a  
245 list of the designees no later than April 7th of the academic year preceding the summer term. All other  
246 provisions contained in Article 3.4 above, except 3.4A and 3.4B above, shall apply to summer released  
247 time.

## 248 249 250 **Article 4 - Reserved Rights**

251  
252 4.1 Policy. The USF Board of Trustees retains and reserves to itself the rights, powers, and authority  
253 vested in it, including the right to plan, manage, and control the University of South Florida and in all  
254 respects carry out the ordinary and customary functions of management.

255  
256 4.2 Limitations. All such rights, powers, and authority are retained by the USF Board of Trustees,  
257 subject only to those limitations imposed by this Agreement. Only violations of such limitations shall be  
258 subject to the Grievance Procedure.

## 259 260 261 **Article 5 - Academic Freedom and Responsibility**

262  
263 5.1 The University of South Florida affirms the principles of academic freedom and responsibility,  
264 which are rooted in a conception of the University as a community of scholars united in the pursuit of truth  
265 and wisdom in an atmosphere of tolerance and freedom.

266  
267 5.2 Academic Freedom is the freedom of an employee to discuss all relevant matters in the classroom,  
268 to explore all avenues of scholarship, research, and creative expression, to speak freely on all matters of  
269 university governance, and to speak, write, or act as an individual, all without institutional discipline or  
270 restraint.

271  
272 5.3 On the part of an employee, Academic Responsibility implies the honest performance of academic  
273 duties and obligations, the commitment to support the responsible exercise of freedom by others, and  
274 the candor to make it clear that the individual, while he or she may be freely identified as an employee of  
275 the University, he/she is not speaking as a representative of the University in matters of public interest.

276  
277 5.4 On the part of the Administration, Academic Responsibility implies a commitment actively to  
278 foster within the University a climate favorable to responsible exercise of freedom, by adherence to  
279 principles of shared governance, which require that in the development of academic policies and  
280 processes, the professional judgments of employees are of primary importance.

## 281 282 **Article 6 - Nondiscrimination**

283 6.1 Statement of Intent.

284 A. The University and the UFF fully support all laws intended to protect and safeguard the rights  
285 and opportunities of each employee to work in an environment free from any form of discrimination or  
286 harassment. The parties recognize their obligations under federal and state laws and rules and  
287 regulations prohibiting discrimination or harassment, including required implementation of affirmative  
288 action and equal opportunity programs.

289 B. The University and the UFF affirm their commitment to equal employment opportunities,  
290 diversity and affirmative action. The implementation of affirmative action programs will require positive  
291 actions that will affect terms and conditions of employment and to this end the parties have, in this  
292 Agreement and elsewhere, undertaken programs to ensure equitable opportunities for employees to  
293 receive salary adjustments, tenure, promotion, sabbaticals, and other benefits. This statement of intent  
294 is not subject to Article 20, Grievance Procedure and Arbitration.

295

## 296 6.2 Policy.

297

298 A. Nondiscrimination. Neither the University nor the UFF shall discriminate against any  
299 employee based upon race, color, sex, gender identity and expression, sexual orientation, religion,  
300 national origin, age, military status, veteran status, disability, political affiliation, or marital status, nor shall  
301 the University or the UFF abridge any rights of employees related to union activity granted under  
302 Chapter 447, Florida Statutes, including but not limited to the right to assist or to refrain from assisting  
303 the UFF. Personnel decisions shall be based on job-related criteria and performance.

### 304 B. Sexual Harassment.

305 (1). Sexual harassment is a prohibited form of sex discrimination. In *Meritor Savings*  
306 *Bank v. Vinson*, 106 S. Ct. 2399 (1986), the United States Supreme Court defined sexual  
307 harassment in the employment context as including the following:

308 Unwelcome sexual advances, requests for sexual favors, and other verbal or physical  
309 conduct of a sexual nature constitute sexual harassment when (1) submission to  
310 such conduct is made either explicitly or implicitly a term or condition of an individual's  
311 employment, (2) submission to or rejection of such conduct by an individual is used  
312 as the basis for employment decisions affecting such individual, or (3) Such conduct  
313 has the purpose or effect of unreasonably interfering with an individual's work  
314 performance or creating an intimidating, hostile, or offensive working environment.

315 (2). In addition to the parties' concern with respect to sexual harassment in the  
316 employment context, the parties also recognize the potential for this form of illegal discrimination  
317 against students. Relationships between employees and students, even if consensual, may  
318 become exploitative, and especially so when a student's academic work, residential life, or  
319 athletic endeavors are supervised or evaluated by the employee. These relationships may involve  
320 a conflict of interest.

321 C. Prohibited Conduct Under Title IX of the Education Amendments of 1972. Neither the  
322 University nor the UFF shall tolerate any person, on the basis of sex, to be excluded from participation in,  
323 to be denied the benefits of, or to be subjected to discrimination under any academic, extracurricular,  
324 research, training, or other education program or activity operated by the University, as set forth in  
325 University Policy 0-004, as amended.

326 D. Investigation of Charges of Discrimination. Charges of discrimination alleging unwelcome  
327 sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature that  
328 constitutes sexual harassment, including those filed by employees against students, shall be promptly  
329 reviewed/investigated according to established university procedures. No employee  
330 reviewed/investigated under such procedures shall be disciplined until such review is complete and a  
331 finding of discrimination has been issued.

332 If after the completion of the review/investigation, any finding of discrimination is made, a record of the  
333 complete findings will be placed in the employee's evaluation file. If no finding of discrimination on any  
334 charge or complaint is made, no record of the charge or complaint will be placed in the employee's  
335 evaluation file unless the employee requests in writing that a record of the complete review/investigation  
336 be placed in the evaluation file.

337

338 6.3 Access to Documents. No employee shall be refused a request to inspect and copy documents  
339 relating to the employee's claim of discrimination, except for records which are exempt from the provisions  
340 of the Public Records Act, Chapter 119, Florida Statutes, provided, however, the University may charge  
341 for copies of documents in accordance with law, rule, university procedures, and this Agreement.

342

343 6.4 Consultation. As part of the consultation process described in Article 2, Consultation the parties  
344 agree to discuss efforts made to appoint and retain women and minority employees.  
345

346 6.5. Grievance Procedures. Except with respect to alleged violations of Title IX claims of discrimination  
347 by the University may be presented as grievances pursuant to Article 20, Grievance Procedure and  
348 Arbitration. It is the intent of the parties that matters which may be presented as grievances under the  
349 Grievance Procedure, be so presented and resolved thereunder instead of using other procedures.  
350 However, the UFF agrees not to process cases arising under this Article when alternate procedures to  
351 the Grievance Procedure are initiated by the grievant, except as specifically provided for in Article 20.3.  
352 With respect to alleged violations falling within the scope of Title IX, all such claims must be exclusively  
353 processed pursuant to the reporting requirements of Policy 0-004, as amended, and will be exclusively  
354 processed and resolved pursuant to said Policy. Such alleged violations shall not be subject to Article 20.  
355 After such claims are fully processed and resolved pursuant to Policy 0-004, as amended, should an  
356 Employee be dissatisfied with any disciplinary action resulting from the processing of claims pursuant to  
357 Policy 0-004, as amended, the Employee may file a grievance under Article 20 to contest the disciplinary  
358 action.  
359

## 360 **Article 7 - Minutes, Rules, and Budgets**

361 7.1 University Documents.

362 A. The University shall provide the UFF with a copy of the following:

- 363 (1.) the agenda and minutes of the meetings of the University Board;  
364  
365 (2.) the agenda and minutes of the meetings of campus boards;  
366  
367 (3.) new University rules published under the Administrative Procedures Act; and  
368  
369 (4.) the USF/UFF Agreement and all supplements to the Agreement.

370 If the documents referenced in 7.1 (A) (1) and (2) are maintained on the web by the University they shall  
371 be deemed provided.

372 The University shall also provide the UFF a computer account for purposes of accessing the GEMS USF  
373 personnel system file reflecting the annual salary increases provided to employees covered by this  
374 agreement. Costs associated with the UFF's use of such file shall be borne by the UFF consistent with  
375 the costs charged others.

376 B. The University shall ensure that a copy of the following documents is made available in  
377 an easily accessible location in its libraries or by links on the university web site:

- 378 (1). the minutes of the meetings of the University Board of Trustees;  
379  
380 (2). the University's rules published under the Administrative Procedures Act;  
381  
382 (3). the University's operating budget, including the previous year's expenditure analysis; and  
383  
384 (4). a copy of all official University Policies and Procedures.

## 385 **Article 8 - Appointment**

386 8.1 Policy.

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

393 8.2 Advertisement of Vacancies.

394 Bargaining unit vacancies shall be advertised in the position vacancy announcement system. Employees

393 of lower or equivalent ranks, employees who are spouses of employees, and employees who are local  
394 residents shall not, in the hiring process, be disadvantaged for that reason, except as provided in Florida  
395 Statutes Chapter 112. Prior to making the decision to hire a candidate to fill a bargaining unit vacancy, the  
396 appropriate administrator(s) shall consider recommendations which have resulted from the review of  
397 candidates by employees in the department, and following the departmental and College guidelines for  
398 hiring.

399  
400 8.3 Appointments.

401 All appointments shall be made via standard University offer letters. The University may attach  
402 informational addenda, except that such addenda may not abridge the employee's rights or benefits  
403 provided in this Agreement. All academic year appointments shall begin on the same date, except when  
404 otherwise modified and mutually agreed to by the University and the employee. A new offer letter will be  
405 generated should the essence of the appointment change (i.e., salary outside of established salary increase  
406 processes, promotions, tenure, etc.). Offer letters shall contain the following elements:

- 407  
408  
409 A. (1) Effective Date;  
410  
411 (2) Title, class code, rank, and appointment status;  
412  
413 (3) Employment unit (e.g., department, college, institute, area, center, etc.);  
414  
415 (4) An end date, if the appointment is for a limited duration. Otherwise, a statement  
416 indicating, "This employment offer will remain in force unless otherwise specified  
417  
418 (5) Special conditions of employment;  
419  
420 (6) A statement that the position is (1) tenured, (2) non-tenure earning, or (3) tenure-  
421 earning (specifying prior service in another institution to be credited toward  
422 tenure);  
423  
424 (7) A statement that the employee's signature on the standard employment contract shall  
425 not be deemed a waiver of the right to process a grievance with respect thereto in  
426 compliance with Article 20 Grievance Procedure and Arbitration;  
427  
428 (8) A statement that the appointment is subject to the Constitution and laws of the State  
429 of Florida and the United States, the rules and regulations of all applicable governing  
430 bodies of the University.  
431  
432 (9) Percent of full-time effort (FTE) assigned;  
433  
434 (10) Salary rate;  
435  
436 (11) The statement: "The USF/UFF Collective Bargaining Agreement (Article 6) prohibits  
437 discrimination against any employee based upon race, color, sex, gender identity and  
438 expression, sexual orientation, religion, national origin, age, military status, veteran  
439 status, disability, political affiliation, marital status, or employee rights related to union  
440 activity as granted under Chapter 447, Florida Statutes. Claims of such discrimination  
441 by the University may be presented as grievances pursuant to Article 20, Grievance  
442 Procedure and Arbitration";  
443  
444 (12) A statement informing the employee of the obligation to report outside activity and  
445 conflict of interest under the provisions of Article 19, Conflict of Interest and Outside  
446 Activity of the Agreement; and  
447  
448 (13) Principal place of employment.  
449  
450

451 8.4 Changes in Appointments and Supplemental Appointments.  
452

453 A. Within (30) calendar days of any proposed changes in appointment terms, listed in 8.3 A (1)-  
454 (13), an employee shall receive a written employment document from the University outlining the  
455 proposed changes. No such proposed changes shall become effective and binding on the employee,  
456 except an increase in salary rate or promotion to a higher rank, unless and until agreed to and accepted  
457 in writing by the employee.  
458

459 B. An employee who has been given an assignment as a department/unit head is generally  
460 eligible for a change in appointment from nine (9) months to twelve (12) months, depending on the size  
461 and complexity of the department/unit. In addition to eligibility for the adjustment in salary from nine (9)  
462 month to twelve (12) month pay scale, the employee may be awarded a stipend, dependent on the  
463 number of faculty and the complexity of the department/unit.  
464

465 C. Promotion Raises  
466

- 467 1. All tenured employees and librarians receiving promotions shall receive a 9% increase to  
468 their base salary. In addition, employees promoted to Assistant Professor/Assistant  
469 University Librarian shall receive an additional \$3,000 base increase; employees  
470 promoted to Associate Professor/Associate University Librarian shall receive an additional  
471 \$5,000 base increase; employees promoted to Professor/ University Librarian shall  
472 receive an additional \$7,000 base increase.  
473
- 474 2. Employees in the non-tenure "Instructor" track who receive promotion to Instructor II or  
475 Instructor III shall receive a 9% increase to their base salary.  
476
- 477 3. All promotion raises shall be effective on the first August 7 following the decision of the  
478 University to grant promotion. Employees on contracts or grants shall receive promotion salary  
479 increases equivalent to similar employees on state funding, provided that such salary increases  
480 are permitted by the terms of the contract or grant, the rules of the funding agency, and  
481 adequate funds are available for this purpose in the contract or grant. Other employees in non-  
482 tenure earning career track positions, dependent, wholly or in the majority, on funded grants,  
483 with approved career track programs, may be awarded promotional increases to their salary  
484 base which shall be paid entirely from grant funds and will not count against the University's  
485 discretionary cap. These promotional increases are to be determined by the funding agencies'  
486 ability to pay.  
487

488 D. Change in Appointments.  
489

- 490 1. An employee serving on a twelve (12) month appointment may request an academic year  
491 appointment. Similarly, an employee serving on an academic year appointment may  
492 request a twelve (12) month appointment. The President or representative shall carefully  
493 consider such requests, although staffing considerations and other relevant university  
494 needs may prevent them from being granted.  
495
- 496 2. Upon approval by the President or representative, and assuming that the assigned  
497 responsibilities remain substantially the same, an employee's base salary shall be adjusted  
498 by 81.8 percent when changing from a twelve (12) month to an academic year appointment  
499 or by 122.2 percent when changing from an academic year appointment to a twelve (12)  
500 month appointment. For an employee whose appointment was previously changed at a  
501 salary adjustment other than 122.2 percent or at a salary adjustment other than 81.8  
502 percent, the percent which is the reciprocal of the percent previously used shall be used  
503 to make the salary adjustment.  
504

505 E. Summer Appointments Policy.  
506

- 507 1. Available supplemental summer appointments shall be offered equitably and as  
508 appropriate to qualified employees, not later than five weeks prior to the beginning of

509 the appointment, if practicable, in accordance with written criteria developed by the  
510 faculty in each unit which must be approved by the unit chair and college dean. The  
511 criteria shall be made available in each department/unit. Employees shall be offered  
512 the first right to available supplemental summer instructional appointments, if  
513 practicable.

- 514 2. Student enrollment caps for a summer school course shall be no greater than 115% of
- 515 the cap for the same course offered during the prior academic year.
- 516 3. FTE assignment. Summer school FTE is computed at .0833 per credit hour for standard
- 517 lecture, on-line and laboratory course regardless of the session in which the course is
- 518 taught.
- 519 4. a. Summer school compensation. Except as provided herein, compensation is computed
- 520 at 12.5% of the faculty member's nine (9) month salary per a 3 hour credit course,
- 521 capped at the level of \$4,167 per credit hour for each course taught. (Example: A 1 hour
- 522 credit course is capped at \$4,167 while a 3 hour credit course is capped at \$12,500.).
- 523 Provided that employees who contract to deliver courses concurrent with supplemental
- 524 summer terms (i.e., A, B, C) through Innovative Education may be paid more than the
- 525 \$12,500 cap.
- 526 b. Independent Study and Directed Reading Courses. During the summer session,
- 527 supplemental summer appointment is not available for a course with either "independent
- 528 study", "directed reading", or "directed research" in the title. One exception is if the course
- 529 targets students who need the course to graduate on time. These exceptions must be
- 530 approved by the Provost's office.

531  
532 F. Extra University Compensation Appointments.

- 533 1. An Employee who is assigned increased University duties and responsibilities that are not
- 534 in excess of a full appointment (1.0 FTE) is eligible for a salary adjustment to compensate the
- 535 employee for said duties and responsibilities.
- 536
- 537 2. Extra University compensation is defined as University compensation for any duties in
- 538 excess of a full appointment (1.0 FTE). Available extra University compensation appointments
- 539 within the University shall be offered equitably and as appropriate to qualified employees in
- 540 sufficient time to allow voluntary acceptance or rejection. Extra compensation must be paid in
- 541 accordance with applicable laws, rules, regulations and procedures. Any compensation paid
- 542 in excess of the established FTE on the position shall be paid from OPS or temporary funds.
- 543 All appointments up to the FTE established on the line, including summer appointments, shall
- 544 be paid from salary funds. Exceptions are limited to the following: (1) faculty paid from
- 545 grants/contracts during the summer may at their option and upon approval of their
- 546 supervisors, receive payment in OPS so long as the grant/contract so stipulates; (2) faculty
- 547 appointed in departments/units other than their own may receive summer payments from OPS
- 548 funds regardless of the FTE assigned to them in their home units.
- 549
- 550

551 G. Visiting Appointments.

552 A "visiting" appointment is one made to a person having appropriate professional qualifications  
553 but not expected to be available for more than a limited period, or to a person in a position  
554 which the University does not expect to be available for more than a limited period. A visiting  
555 appointment may not exceed a total of four (4) consecutive years.

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558 H. Adjunct Appointments. The use of adjuncts at the University shall, upon the request of the  
559 UFF Chapter representatives, be a subject of consultation under the provisions of Article 2.1,  
560 Consultation.

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562 I. Fixed Multi-Year Appointments.

- 563 1. Two- to five-year fixed multi-year appointments may be offered for the following:
- 564 a. Instructors and Lecturers;
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- b. Non-tenured or non-tenured earning Assistant Librarians, Associate Librarians, Librarians, Curators, and Counselors/Advisors;
  - c. Scholars/Scientists, Research Associates, and Associate In/Assistant in \_\_\_\_\_;
  - d. Clinical Faculty;13
  - e. Individuals who have officially retired from Universities or other organizations and who are at least 55 years of age;
  - f. Tenured employees who decide to give up their tenured status to take advantage of whatever incentives might be offered by a fixed multi-year appointment; and
  - g. Individuals who have held the rank of full Professor for at least seven (7) years at an institution of higher education.
2. Successive fixed multi-year appointments may be offered to eligible employees hired pursuant to Article 8.4(J)(1) as follows:
- a. Criteria used to determine in which instances to offer successive appointments include consideration of the basis for the initial fixed multi-year appointment, evaluation of performance, professional growth, extent and currency of professional qualifications, contribution to the mission of the department or program, staffing needs, funding source alternatives, and continuing program considerations. Such criteria shall be in writing and available to all eligible employees.
  - b. The employee will be advised in the penultimate year of the appointment that to be considered for a successive fixed multi-year appointment, the employee must submit a request and written documentation pursuant to written procedures established by the University. The University shall notify the employee in writing of its decision to offer or not offer a successive appointment by the beginning of the final year of the employee's current appointment.

J. Continuing Multi-Year Appointments

1. A continuing three (3)-year multi-year appointment (CMYA) may be offered. in writing to:
- a. An employee who has been promoted to the rank of Instructor II or Instructor III.
  - b. An employee who has been promoted to the rank of Associate University Librarian or University Librarian

8.5 Reclassification of an Employee to a Non-Unit Classification

Employees shall be provided written notice thirty (30) days in advance, with a copy to UFF, when the University proposes to reclassify the employee to a classification which is not contained in the General Faculty bargaining unit. The employee may request a review of such action consistent with the provisions of Article 27.6 and UFF may discuss such action pursuant to Article 2, Consultation.

623

## Article 9 - Assignment of Responsibilities

624 9.1 Policy. The professional obligation is comprised of both scheduled and non-scheduled activities. The  
625 parties recognize that it is a part of the professional responsibility of employees to carry out their  
626 duties in an appropriate manner and place. For example, while instructional activities, office hours,  
627 and other duties and responsibilities may be required to be performed at a specific time and place,  
628 other non- scheduled activities are more appropriately performed in a manner and place determined  
629 by the employee.

630

631 9.2 Considerations in Assignment.

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633 A. The employee shall be granted, upon written request, a conference with the person  
634 responsible for making the assignment to express concerns regarding

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

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

640

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

650

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

652

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

656

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

666

667 D. Furthermore, the University properly has the obligation constantly to monitor and  
668 review the size and number of classes and other activities, to consolidate  
669 inappropriately small offerings, and to reduce inappropriately large classes.

670

671 E. No employee's assignment shall be imposed arbitrarily or unreasonably. If an  
672 employee believes that the assignment has been so imposed, the employee should  
673 proceed to address the matter through the procedures in Appendix "F" of this  
674 Agreement, which shall be the exclusive method for resolving such disputes. Other  
675 claims of alleged violations of the Agreement with respect to employee assignments  
676 are subject to the provisions of Article 20, Grievance Procedure and Arbitration.

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9.3 Annual Assignment.

A. Communication of Assignment. Employees shall be apprised in writing, at the beginning of their employment and at the beginning of each year of employment thereafter, of the duties assigned in teaching, research and other creative activities, public service, and of any other specific duties assigned for that year.

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

B. Instructional Assignment. The period of an instructional assignment during an academic year shall not exceed an average of seventy-five (75) days per semester and the period for testing, advisement, and other scheduled assignments shall not exceed an average of ten (10) days per semester. Within each semester, activities referred to above shall be scheduled during contiguous weeks with the exception of spring break, if any.

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

D. Equitable Opportunity. Each employee shall be given assignments which provide equitable opportunities, in relation to other employees in the same department/unit, to meet the required criteria for promotion, tenure, successive fixed multi-year appointments, and merit salary increases.

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

(2). For the purpose of applying this principle to tenure, assignments shall be considered over the entire probationary period and not solely over the period of a single annual assignment. The employee's annual assignment shall be included in the tenure file.<sup>16</sup>

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

(4). Nothing in this section should be interpreted to create an entitlement to an employee that denies or interferes with the right of the University to end the appointment of an employee pursuant to Article 12: Non-Reappointment, 13: Layoff and Recall, or 16: Disciplinary Action and Job Abandonment, provided the respective requirements and criteria for each of the Articles listed are maintained as applicable. This provision applies, but is not limited to, tenure earning employees who are in the probationary period to obtaining tenure.

9.4 Summer Assignment.

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

737 activities.  
738 B. When a summer instructional appointment immediately follows the academic year  
739 appointment, the employee may be assigned reasonable and necessary non-instructional  
740 duties related to the summer instructional appointment prior to the conclusion of the academic  
741 year appointment.  
742

743 9.5 Place of Employment.  
744

745 A. Principal. Each employee shall be assigned one principal place of employment, as stated on  
746 the University employment contract. An employee shall be given at least nine (9) months'  
747 notice of a change in principal place of employment. The employee shall be granted, upon  
748 written request, a conference with the person responsible for making the change to express  
749 concerns regarding such change, including concerns regarding considerations in assignment.  
750 as described in Article 9.2, above. Voluntary changes and available new positions within the  
751 department shall be considered prior to involuntary changes, if practicable.  
752

753 B. Secondary. Each employee, where possible, shall be given at least ninety (90) days written  
754 notice of assignment to a secondary place of employment more than fifteen (15) miles from  
755 the employee's principal place of employment. The employee shall be granted upon written  
756 request, a conference with the person responsible for making the change to express  
757 concerns regarding such change.  
758 If the assignment to a secondary place of employment is made within a regular full-time  
759 appointment, the supervisor is encouraged to make an appropriate adjustment in the  
760 assignment in recognition of time spent traveling to a secondary place of employment.  
761 Necessary travel expenses, including overnight lodging and meals, for all assignments not at  
762 the employee's principal place of employment shall be paid at the State rate and in accordance  
763 with the applicable provisions of State law.  
764

765 9.6 Teaching Schedule. Teaching schedules should be established, if practicable, so that the time  
766 between the beginning of the first assignment and the end of the last for any one day does not exceed  
767 eight (8) hours and the end of the last face-to-face (i.e. not online) assignment and the beginning of  
768 the next face-to-face assignment is no less than twelve (12) hours.  
769

770 9.7 Equipment. When equipment is required for classes, it is desirable that there be sufficient  
771 equipment to accommodate the students assigned thereto. The University and the UFF are committed to  
772 seek funding to provide for the replacement of obsolete equipment, recognizing the necessity for  
773 maintaining an adequate inventory of technologically current equipment.  
774

775 9.8 Workweek. Scheduled hours for all employees shall not normally exceed forty (40) hours per week.  
776 Time shall be allowed within the normal working day for research, teaching, or other activities required of  
777 the employee, when a part of the assigned duties. Supervisors are encouraged to make appropriate  
778 reductions or adjustments in the number of hours scheduled in recognition of evening, night, and weekend  
779 assignments, and for periods when an employee is on call. Evenings, nights, and weekends when an  
780 employee is on call shall be considered in making other assignments. See Article 17.5, regarding schedule  
781 adjustment for holiday assignment.  
782

783 9.9 Instructional Technology.  
784

785 A. "Instructional technology material" includes video and audio recordings, motion pictures, film  
786 strips, photographic and other similar visual materials, live video and audio transmissions,  
787 computer programs, computer assisted instructional course work, programmed instructional  
788 materials, three dimensional materials and exhibits, and combinations of the above materials,  
789 which are prepared or produced in whole or in part by an employee, and which are used to  
790 assist or enhance instruction.  
791

792 B. The parties recognize the increasing development and use of technology, such as  
793 videotapes, interactive television, and computer software, to support teaching and learning  
794 and to enhance the fundamental relationship between employee and student. This

795 technology may be used in the context of distance learning. Furthermore, the parties also  
796 recognize that this technology should be used to the maximum mutual benefit of the  
797 University and the employee.

- 798  
799 C. The University shall review the considerations stated in (1) through (4), below, which may be  
800 raised by employee development and use of instructional technology/distance learning. It is  
801 recognized that these considerations may already apply to other employee instructional  
802 activities and, therefore, be addressed by existing University policies and procedures. If the  
803 University concludes that new or revised policies are needed, they shall develop such policies  
804 and consult with UFF pursuant to Article 1.2(B), prior to their implementation.

805  
806 (1). Recognition of that employee effort spent in the assigned development of instructional  
807 technology/distance learning materials and in providing instruction assigned in this  
808 manner which is appreciably greater than that associated with a traditional course;

809  
810 (2). Training and development resources available to employees who have been assigned  
811 to provide instruction through the use of instructional technology/distance learning;

812  
813 (3). Provisions for clerical, technical, and library support in conjunction with the assigned  
814 use of instructional technology/distance learning; and

815  
816 (4). Compensation, including recognition in an employee's assignment or provisions for  
817 extra University compensation, for appreciably greater workload associated with the  
818 assigned development and use of instructional technology/distance learning.

- 819  
820 D. The employee shall not make use of appreciable University support in the creation or revision  
821 of instructional technology materials unless the University approves such use in advance and  
822 in writing.

823  
824 (1). Provisions governing releases to be obtained when the University has an interest in  
825 instructional technology are contained in Article 18.3(C)(3). Consistent with such  
826 provisions and prior to the use of the instructional technology materials described in  
827 Article 9.9, above, releases shall be obtained from persons appearing in, or giving  
828 financial or creative support to their development or use, and the employee shall certify  
829 that such development or use does not infringe upon any existing copyright or other legal  
830 right. The employee shall be liable to the University for judgments resulting from such  
831 infringements.

832  
833 (2). The University shall assist the employee in obtaining releases regarding instructional  
834 technology materials when:

- 835  
836 • the University has asserted an interest in such materials; or  
837  
838 • the University has assigned the employee to develop such materials.

## 839 840 841 **Article 10 - Employee Performance Evaluations**

### 842 843 10.1 Policy.

844 A. Annual Evaluations. The purpose of the annual evaluation is to assess and communicate  
845 the nature and extent of an employee's performance of assigned duties consistent with the criteria  
846 specified in Article 10.4 below. The performance of employees, other than those who have received  
847 notice of nonreappointment under Article 12.2 or those not entitled to receive notice of nonreappointment  
848 under Article 12.2, shall be evaluated at least once annually, and they shall be advised of the  
849 academic term during which such evaluation will be made. Personnel decisions shall take such annual  
850 evaluations into account, provided that such decisions need not be based solely on written employee  
851 performance evaluations.

852 B. Sustained Performance Evaluations. Tenured faculty members shall receive a sustained  
853 performance evaluation once every seven years following the award of tenure or their most recent  
854 promotion. The purpose of this evaluation is to document sustained performance during the previous six  
855 years of assigned duties and to encourage continued professional growth and development.  
856

## 857 10.2 Sources and Methods of Evaluation.

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

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

871

## 872 10.3 Procedures.

873 A. Annual Evaluation.

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

884 (2). Each university department/unit shall develop and maintain procedures to evaluate each  
885 employee according to criteria specified in Article 10.4 below. These procedures will include the  
886 method for the distribution of salary increase funds specified in Article 23 based on said annual  
887 evaluation. The employees of each department/unit, who are eligible to vote in department/unit  
888 governance, shall participate in the development of these procedures and shall recommend  
889 implementation by vote of a majority of at least a quorum of those employees.  
890

891 a. The proposed procedures, or revisions thereof, shall be reviewed by the President or  
892 representative to ensure that they are consistent with the mission and goals of the university  
893 and that they comply with this agreement.  
894

895 b. If the President or representative determines that the recommended procedures do not  
896 meet the conditions in Article 10.3(A)(2)(a)) above, the proposal shall be referred to the  
897 department/unit for revision with a written statement of reasons for non-approval. No merit  
898 salary increase funds shall be provided to a department/unit until its procedures have been  
899 approved by the President or representative.

900 c. Approved procedures, and revisions thereof, shall be kept on file in the department/unit  
901 office. A copy of that department's/units current procedures for annual evaluation will be  
902 available to employees either in hard copy or electronic format.

903 (3). Upon written request from the employee, the persons responsible for supervising and  
904 evaluating an employee shall endeavor to assist the employee in correcting any major  
905 performance deficiencies reflected in the employee's annual evaluation.

906

907

B. Sustained Performance Evaluations.

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(1). The sustained performance evaluation program shall provide that:

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

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

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

917

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

919

920

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

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

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

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

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B. Contribution to the discovery of new knowledge, development of new educational techniques, and other forms of creative activity. Evidence of research and other creative activity shall include, but not be limited to, published books; articles and papers in professional journals; musical compositions, paintings, sculpture; works of performing art; papers presented at meetings of professional societies; and research and creative activity that has not yet resulted in publication, display, or performance. The evaluation shall include consideration of the employee's productivity, including the quality and quantity of what has been done during the year, and of the employee's research and other creative programs and contributions; and recognition by the academic or professional community of what is done.

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C. Public service that extends professional or discipline-related contributions to the community; the State, including public schools; and the national and international community. This public service includes contributions to scholarly and professional organizations and governmental

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959 boards, agencies, and commissions that are beneficial to such groups and individuals.

960 D. Participation in the governance processes of the institution through significant service on  
961 committees, councils, and senates, beyond that associated with the expected responsibility to  
962 participate in the governance of the institution through participation in regular departmental or college  
963 meetings.

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

967  
968 10.5 Proficiency in Spoken English. No employee shall be evaluated as deficient in oral English  
969 language skills unless proved deficient in accordance with the appropriate procedures and examinations  
970 established by Section 1012.93, Florida Statutes, and State Board of Education rule, for testing such  
971 deficiency.

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

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

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

994 D. It is the responsibility of each faculty member who is found, as part of the annual  
995 evaluation, to be deficient in oral English language skills by virtue of scoring below the satisfactory score  
996 on an examination established by statute and rule for determining such proficiency (see paragraph A), to  
997 take appropriate actions to correct these deficiencies. To assist the faculty member in this endeavor, the  
998 University shall provide appropriate oral English language instruction without cost to such faculty  
999 members for a period consistent with their length of appointment and not to exceed two (2) consecutive  
1000 semesters. The time the faculty member spends in such instruction shall not be considered part of the  
1001 individual assignment or time worked, nor shall the faculty member be disadvantaged by the fact of  
1002 participation in such instruction.

1003 E. If a university determines, as part of the annual evaluation, that one (1) or more  
1004 administrations of a test to determine proficiency in oral English language skills is necessary, in  
1005 accordance with statute and rule and this section, the University shall pay the expenses for up to two (2)  
1006 administrations of the test. The faculty member shall pay for additional testing that may be necessary.

1007 F. The Employees of each department/school or college, as determined by the college, who  
1008 are eligible to vote in department/school or college governance shall participate in the development of the  
1009 specific expectations to be employed in evaluating an Employee's assigned duties in A, B, C, D, and E  
1010 above. The Employees shall recommend implementation by a majority vote as required in the  
1011 governance/bylaws document of the department/school or college. The expectations recommended shall

1012 employ a scale of 1-5 as follows: Outstanding 5, Strong 4, Satisfactory 3, Unsatisfactory 2, Weak 1, with  
1013 fractions thereof in each category permitted.

1014 G. The recommended expectations, or revisions thereof, shall be reviewed by the President  
1015 or representative of the University to ensure that they are consistent with the mission and goals of the  
1016 University and that the UFF be consulted to ensure they comply with this agreement. The approved  
1017 expectations, and revisions thereof, shall be included as part of the governance document/bylaws of the  
1018 department/school or college and provided to the affected Employees of the department/school or college  
1019 no less than three (3) months prior to the commencement of the evaluation year.  
1020

1021 10.6 Employee Assistance Programs. Neither the fact of an employee's participation in an employee  
1022 assistance program nor information generated by participation in the program, shall be used as evidence  
1023 of a performance deficiency within the evaluation process described in this Article, except for information  
1024 relating to an employee's failure to participate in an employee assistance program consistent with the  
1025 terms to which the employee and the University have agreed.  
1026  
1027

## 1028 **Article 11 - Evaluation Files**

1029 11.1 Policy. When evaluations and other personnel decisions are made, the only documents which  
1030 may be used are those contained in evaluation files. Such documents shall be placed in the evaluation files  
1031 within a reasonable time after receipt by the custodian of the file. Employees shall be notified, upon written  
1032 request, of the locations of the evaluation files and the identity of the custodians.  
1033

1034 11.2 Access. An employee may examine evaluation files, upon reasonable advance notice, during the  
1035 regular business hours of the offices in which the files are kept, normally within the same business day as  
1036 the employee requests to see it, and under such conditions as are necessary to insure their integrity and  
1037 safekeeping. Upon request, an employee may paginate with successive whole numbers the materials in  
1038 the file, and may attach a concise statement in response to any item therein. Upon request, an employee  
1039 is entitled to one (1) free copy of any material in the evaluation files. Additional copies may be obtained by  
1040 the employee upon the payment of a reasonable fee for photocopying. A person designated by the  
1041 employee may examine that employee's evaluation files with the written authorization of the employee  
1042 concerned, and subject to the same limitations on access that are applicable to the employee. If the  
1043 evaluation files are online, the employee will be given access to them following processes similar to those  
1044 outlined above for paper files.  
1045

1046 11.3 Indemnification. The UFF agrees to indemnify and hold the University, its officials, agents, and  
1047 representative's harmless from and against any and all liability for any improper, illegal, or unauthorized  
1048 use by the UFF of information contained in such evaluation files.  
1049

1050 11.4 Use of Evaluative Materials. In the event a grievance is filed, University and UFF grievance  
1051 representatives, the arbitrator, and the grievant shall have the right to use, in the grievance proceedings,  
1052 copies of materials from the grievant's evaluation files.  
1053

1054 11.5 Anonymous Material. There shall be no anonymous material in the evaluation files except for  
1055 numerical summaries of student evaluations that are part of a regular evaluation procedure of classroom  
1056 instruction and/or written comments from students obtained as part of that regular evaluation procedure. If  
1057 written comments from students in a course are included in the evaluation files, all of the comments  
1058 obtained in the same course must be included.  
1059

1060 11.6 Peer Committee Evaluations. Prior to being placed in an evaluation file, a copy of all evaluative  
1061 materials and all summaries thereof prepared by the peer committee shall be provided to the employee.  
1062 The employee shall have ten (10) days after receipt of same to present written materials to the peer  
1063 committee regarding same. If the employee does not present written materials to the peer committee  
1064 within said ten (10) days, the original evaluative materials or summaries thereof may be placed in the  
1065 employee's evaluation files when signed by a representative of the committee. If the employee presents  
1066 written materials to the peer committee within the ten (10) days as stipulated above, the peer committee  
1067 shall review any such written material and may or may not modify the evaluative materials and summaries

1068 thereof. The peer committee may then place all of the original, or if modified, the modified evaluative  
1069 materials and summaries thereof in the employee's evaluation files when signed by a representative of the  
1070 committee along with all written material presented by the employee to the peer committee. The peer  
1071 committee shall provide a copy of all modified evaluative materials and summaries thereof to the  
1072 employee prior to the employee's meeting with the unit head/chair.

1073  
1074 11.7 Removal of Contents. Materials shown to be contrary to fact shall be removed from the files. This  
1075 section shall not authorize the removal of materials from the evaluation files when there is a dispute  
1076 concerning a matter of judgment or opinion rather than fact. Materials may also be removed pursuant to  
1077 the resolution of a grievance.

1078  
1079 11.8 Limited Access Information. Information reflecting evaluation of employee performance shall be  
1080 available for inspection only by the employee, the employee's representative, and university officials who  
1081 use the information in carrying out their responsibilities, peer committees responsible for evaluating  
1082 employee performance, and arbitrators or others engaged by the parties to resolve disputes, or by others  
1083 by court order. However, such limited access status shall not apply to summary data, by course, for the  
1084 common "core" items contained in student course evaluations, which have been selected as such by the  
1085 University and made available by the University to the public on a regular basis.

## 1086 1087 **Article 12 - Non-Reappointment**

1088  
1089 12.1 No Property Right. No appointment shall create any right, interest, or expectancy in any other  
1090 appointment beyond its specific terms, except as provided in Article 13.2, and Article 15.9.

1091  
1092 12.2 Notice.

1093 A. All employees, except those described in Sections 12.2(B)(1) and (C) below, are entitled  
1094 to the following written notice that they will not be offered further appointment:

1095 (1). For employees in their first two (2) years of continuous University service, one semester (or  
1096 its equivalent, 19.5 weeks, for employees appointed for more than an academic year);

1097 (2). For employees with two (2) or more years of continuous University service one year; or

1098 (3). For employees who are on "soft money" e.g., contracts and grants, sponsored research  
1099 funds, and grants and donations trust funds, who had five (5). or more years of continuous  
1100 university service as of June 30, 1991, one year.

1101 (4). The provision of notice under this section does not provide rights to a summer appointment  
1102 beyond those provided in Article 8.4(B).

1103  
1104 B. Employees who are on "soft money," e.g., contracts and grants, sponsored research  
1105 funds, and grants and donations trust funds, except those described in Article 12.2(A)(3), above, are  
1106 entitled to the following written notice that they will not be offered further appointment:

1107 (1). For employees in their first five (5) years of continuous university service, no notice need be  
1108 provided and the statement in (D), below, shall be included in their employment contracts; or

1109 (2). For employees with five (5) or more years of continuous university service, ninety (90) days  
1110 notice shall be provided contingent upon funds being available in the contract or grant.

1111 C. Employees who are appointed for less than one (1) academic year, who are appointed to  
1112 a visiting appointment, who are appointed to a fixed multi-year appointment, pursuant to Article 8.4(F)  
1113 and employees employed in an auxiliary entity, are not entitled to notice that they will not be offered  
1114 further appointment, and the statement in 12.2(D), below, shall be included in their employment contracts.

1115 D. Employees described in 12.2(B)(1) and 12.2(C), above, shall have the following statement  
1116 included in their employment contracts:

1117 "Your employment under this contract will cease on the date indicated. No further notice of cessation of  
1118 employment is required."

1119 E. An employee who is entitled to written notice of non-reappointment in accordance with

1120 the provisions of Article 12.2 Notice above who receives written notice that the employee will not be  
1121 offered further appointment shall be entitled, upon written request within twenty (20) days following  
1122 receipt of such notice, to a written statement of the basis for the decision not to reappoint. Thereafter,  
1123 the President or representative shall provide such statement within twenty (20) days following receipt of  
1124 such request. All such notices and statements are to be sent by certified mail, return receipt requested,  
1125 or delivered in person to the employee with written documentation of receipt obtained. The parties  
1126 recognize non-reappointment is not a disciplinary action. Non-reappointment shall not be used as any  
1127 form of disciplinary action.  
1128

1129 12.3 Grievability. The decision to not reappoint is not grievable except, an employee who receives  
1130 written notice of non-reappointment may, according to Article 20 Grievance Procedure and Arbitration,  
1131 contest the decision because of an alleged violation of a specific term of the Agreement or because of an  
1132 alleged violation of the employee's constitutional rights. Such grievances must be filed within thirty (30)  
1133 days of receipt of the statement of the basis for the decision not to reappoint pursuant to Section E above  
1134 or receipt of the notice of non-reappointment if no statement is requested.  
1135

1136 12.4 Non-Reappointment Considerations. If the decision not to reappoint was based solely upon  
1137 adverse financial circumstances, reallocation of resources, reorganization of degree or curriculum  
1138 offerings or requirements, reorganization of academic or administrative structures, programs, or functions,  
1139 and/or curtailment or abolition of one or more programs or functions, the University shall take the  
1140 following actions:

1141 A. Make a reasonable effort to locate appropriate alternative or equivalent employment  
1142 within the University; and

1143 B. Offer such employee, who is not otherwise employed in an equivalent full-time position,  
1144 re-employment in the same or similar position at the University for a period of two years following the  
1145 initial notice of nonreappointment, should an opportunity for such re-employment arise. For this purpose,  
1146 it shall be the employee's responsibility to keep the University advised of the employee's current  
1147 address. Any offer of re-employment pursuant to this section must be accepted within fifteen (15) days  
1148 after the date of the offer, such acceptance to take effect not later than the beginning of the semester  
1149 immediately following the date the offer was made. In the event such offer of re-employment is not  
1150 accepted, the employee shall receive no further consideration pursuant to this Article.  
1151

1152 12.5 Resignation. An employee who wishes to resign has the professional obligation, when possible, to  
1153 provide the University with at least one semester's notice. Upon resignation, all consideration for tenure  
1154 and reappointment shall cease.  
1155

1156 12.6 Notice Document. Notice of appointment and non-reappointment shall not be contained in the  
1157 same document.  
1158

## 1159 **Article 13 - Layoff and Recall**

1160 13.1 Layoff.

1161 A. Layoff. When a layoff is to occur as a result of adverse financial circumstances;  
1162 reallocation of resources; reorganization of degree or curriculum offerings or  
1163 requirements; reorganization of academic or administrative structures, programs, or  
1164 functions; or curtailment or abolition of one or more programs or functions; the  
1165 University shall notify the local UFF Chapter and the UFF state office no less than  
1166 thirty (30) days prior to taking such action. UFF may request a consultation with the  
1167 President or representative pursuant to Article 2.1 during this period to discuss the  
1168 layoff.  
1169

1170 B. Layoff Unit. The layoff unit may be at an organizational level of the University, such as  
1171 a campus, division, college/unit, school, department/unit, area, program, or other level  
1172 of organization as the University deems appropriate.  
1173  
1174

1175 13.2 Layoff Considerations. The selection of employees in the layoff unit to be laid off will be determined  
1176 as follows:

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- A. No tenured employee shall be laid off if there are employees who do not have tenure in the layoff unit.
  - B. No employee who does not have tenure in the layoff unit with more than five (5) years of continuous University service shall be laid off if there are any such employees with five (5) years or less service.
  - C. The sole instance in which only one (1) employee will constitute a layoff unit is when the functions that the employee performs constitute an area, program, or other level of organization at the University.
  - D. The provisions of Article 13.2(A) and (B) above will apply unless the University determines that an Affirmative Action Program has been so affected, the University shall notify UFF in writing.
  - E. Where employees are equally qualified under (A) or (B) above, those employees will be retained who, in the judgment of the University, will best contribute to the mission and purpose of the University. In making such judgment, the University shall carefully consider employees' length of continuous university service, and shall take into account other appropriate factors, including but not limited to performance evaluation by students, peers, and supervisors, and the employee's academic training, professional reputation, teaching effectiveness, research record of quality of the creative activity in which the employee may be engaged, and service to the profession, community, and public.
  - F. No tenured 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 Article 2.1.

1206 13.3 Alternative/Equivalent Employment. The University shall make a reasonable effort to assist the  
1207 employee in locating appropriate alternate or equivalent employment for laid-off employees within the  
1208 University.  
1209

1210 13.4 Notice. Employees should be informed of layoff as soon as practicable and, where circumstances  
1211 permit, employees with three or more years of continuous University service should be provided at least  
1212 one (1) year's notice; those with less service with at least six (6) months' notice. Employees who have  
1213 received notice of layoff shall be afforded the recall rights granted under Article 13.3 above and 13.5  
1214 below. Formal written notice of layoff is to be sent by certified mail, return receipt requested, or delivered  
1215 in person to the employee with written documentation of receipt obtained. The notice shall include  
1216 effective date of layoff; reason for layoff; reason for shortened period of notification, if applicable; a  
1217 statement of recall rights; a statement of appeal/grievance rights and applicable deadlines for filing; and  
1218 a statement that the employee is eligible for consideration for retraining under the provision of Article 22.4,  
1219 for a period of two years following layoff.  
1220

1221 13.5 Re-employment/Recall.  
1222

- A. For a period of two years following layoff or for employees appointed to a fixed multi-year appointment, not to exceed the length of their last employment contract, not to exceed two (2) years, an employee who has been laid off and who is not otherwise employed in an equivalent full-time position shall be offered re-employment in the same or similar position at the University should an opportunity for such re-employment arise. It shall be the employee's responsibility to keep the University advised of the employee's current address. Any offer of re-employment pursuant to this section must be accepted within fifteen (15) days after the date of the offer, such acceptance to take effect not later than the beginning of the semester immediately

- 1232 following the date the offer was made. In the event such offer of re-employment is not  
1233 accepted, the employee shall receive no further consideration pursuant to this Article.  
1234 Employees appointed to a fixed multi-year appointment, who are recalled shall be  
1235 offered re-employment not to exceed the length of their last employment contract. The  
1236 University shall notify the local UFF Chapter when an offer of re-employment is issued.
- 1237 B. An employee who held a tenured appointment on the date of termination by reason of  
1238 layoff shall resume the tenured appointment upon recall.
- 1239 C. The employee shall receive the same credit for years of service for purposes of layoff  
1240 as held on the date of layoff.
- 1241 D. Employee Assistance Programs. Consistent with the University's Employee  
1242 Assistance Program, employees participating in an employee assistance program  
1243 who receive a notice of layoff may continue to participate in that program for a period  
1244 of ninety (90) days following the layoff.  
1245

1246 13.6 Limitations. The provisions of Articles 13.2 through 13.5 of this Agreement shall not apply to those  
1247 employees described in Article 12.2(A)(3), (B) and (C) and in Article 8.3(H).  
1248

## 1249 **Article 14 - Promotion Procedure**

### 1250 14.1 Policy.

1251 A. Promotion decisions are not based solely upon an employee's annual performance  
1252 evaluations. Rather, the University, through its faculty, professional employees, and administrators,  
1253 assesses the employee's potential for growth and scholarly contribution as well as past meritorious  
1254 performance.

1255 B. After completing one year of employment, employees eligible for consideration for promotion  
1256 shall receive, if annually requested, an appraisal regarding their progress toward promotion. The  
1257 appraisal shall be included as a separate component of the annual evaluation and is intended to provide  
1258 assistance and counseling to candidates to help them to qualify themselves for promotion. The employee  
1259 may request, in writing, a meeting with an administrator at the next higher level to discuss concerns  
1260 regarding the promotion appraisal which were not resolved in previous discussions with the evaluator.  
1261 The appraisals are not binding upon the University.  
1262

### 1263 14.2 Criteria.

1264 A. Promotion decisions shall be a result of meritorious performance and shall be based upon  
1265 established criteria specified in writing by the University. These criteria shall be available to all faculty via  
1266 the University's website. Colleges and departments/units may publish additional criteria and if so shall  
1267 make these criteria available to employees via websites or in hard copy. University criteria may be  
1268 modified so long as the local UFF Chapter has been notified of the proposed changes and offered an  
1269 opportunity to discuss such changes in consultation with the President or representative. Changes in  
1270 criteria shall not become effective until one (1) year following adoption of the changes, unless mutually  
1271 agreed to in writing by the UFF President and the University President. The date of adoption shall be the  
1272 date on which the changes are approved by the President or representative. Any proposal to develop or  
1273 modify promotion criteria shall be available for discussion by members of the affected departments/units  
1274 before adoption.

1275 B. Promotion criteria shall be available in the department/unit office and/or at the college/unit  
1276 level.  
1277

### 1278 14.3 Procedures.

1279 A. Recommendations for promotion shall begin with the employee's supervisor and shall be  
1280 submitted to the appropriate officials for review. . Prior to the consideration of the employee's promotion,  
1281 the employee shall have the right and responsibility to review the promotion file and see that it is  
1282 complete. The employee may attach a brief response to any material therein. The provisions of Articles.  
1283 11.2 through 11.8 of this Agreement shall apply to the contents of the promotion file. If any material is  
1284 added to the file after the commencement of consideration, other than the completion of the evaluation

1285 sections (including the recording of votes) of the file by the reviewing bodies/individuals), a copy shall be  
1286 sent to the employee within five (5) days (by personal delivery or by mail, return receipt requested). The  
1287 employee may attach a brief response within five (5) days of his/her receipt of the added material. The  
1288 file shall not be forwarded until either the employee submits a response or until the second five (5) day  
1289 period expires, whichever occurs first. The employee shall have the right to review the file at each stage  
1290 of review (i.e., department, college, campus) and attach a brief response to any materials contained  
1291 therein, including the evaluation section(s), prior to the next stage of review.

1292 B. Recommendations for promotion shall include a copy of applicable promotion criteria, the  
1293 employee's annual assignments and annual evaluations, and, if the employee chooses, the employee's  
1294 promotion appraisal(s). The reviewers at any stage in the review may request to view the appraisal(s).  
1295

1296 14.4 Notice of Denial. If any employee is denied promotion, the employee shall be notified in writing by  
1297 the appropriate administrative official, within ten (10) days or as soon as possible thereafter, of that  
1298 decision. Upon written request by an employee within twenty (20) days of the employee's receipt of such  
1299 decision, the University shall provide the employee with a written statement of the reasons why the  
1300 promotion was denied.  
1301

1302 14.5 Ranks of Promotion. The ranks of promotion shall consist of Assistant Professor, Associate  
1303 Professor, Full Professor, Assistant University Librarian, Associate University Librarian, University  
1304 Librarian, Instructor I, Instructor II and Instructor III.  
1305

1306 14.6 The Provisions of the ratified Memorandum of Understanding signed on February 19, 2010, are  
1307 incorporated herein, and printed for reference purposes as Appendix "G" of this Collective Bargaining  
1308 Agreement.  
1309

1310 14.7 The University and the UFF agree to discuss the possibility of establishing additional ranks of  
1311 promotion for employees who are on non-tenure earnings appointments.  
1312

## 1313 **Article 15 - Tenure**

1314 15.1 Eligibility. Employees with the rank of Assistant Professor, Associate Professor, Professor, and  
1315 other employees the University may designate, shall be eligible for tenure, unless appointed with modifiers  
1316 that would remove tenure-earning status, e.g. "Visiting", "Research", "Clinical". The University may, by  
1317 rule, make Assistant Professors ineligible for tenure. The University may designate other positions as  
1318 tenure-earning and shall notify the employee of such status at the time of initial appointment. Tenure shall  
1319 be in a department/unit or other appropriate administrative unit. Tenure shall not extend to administrative  
1320 appointments in the General Faculty or Administrative and Professional classification plans. Tenured  
1321 faculty who assume administrative appointments shall retain tenure status in their respective  
1322 department/units.  
1323

1324 15.2 Tenure Decision:  
1325

1326 A. An employee shall normally be considered for tenure during the final year of the  
1327 probationary time established in the written guidelines of the employee's college. No college shall  
1328 establish a probationary period less than six (6) years or longer than (8) years. Extension of the  
1329 probationary period beyond six (6) years will be by means of a vote as established by the college  
1330 governance document. No non-tenured or non-tenure earning employee should be able to vote on the  
1331 time limit. The employee must have been in continuous service in a tenure-earning position including  
1332 any prior service credit granted at the time of initial employment. The tenure clock may be stopped for  
1333 medical or related reasons for up to one (1) year upon the request of the employee and the  
1334 recommendation of the supervisor and dean/director and upon approval of the appropriate administrator.  
1335 An employee's written request for early tenure consideration is subject to the University's written  
1336 agreement.

1337 B. By the end of the probationary period of service at the University, an employee eligible for  
1338 tenure shall either be awarded tenure by the Board of Trustees or given notice that further employment  
1339 will not be offered. Upon written request by an employee within twenty (20) days of the employee's  
1340 receipt of such notice, the University shall provide the employee with a written statement of reasons by

1341 the President or representative why tenure was not granted.

1342 C. Decision by the Board of Trustees. The Board of Trustees shall award tenure. This  
1343 decision shall normally be made at the May Board Meeting but no later than the following meeting. The  
1344 employee shall be notified in writing by the President or representative within five (5) days of the  
1345 decision of the Board.

1346 D. An employee being considered for tenure prior to the end of the probationary period  
1347 established by the employee's college may withdraw from consideration on or before January 15 without  
1348 prejudice.

1349

### 1350 15.3 Criteria for Tenure.

1351 A. The decision to award tenure to an employee shall be a result of meritorious performance  
1352 and shall be based on established criteria specified in writing by the University. The decision shall take  
1353 into account the following:

1354 (1). annual performance evaluations;

1355 (2). the needs of the department/unit, college/unit, and University;

1356 (3). the contributions of the employee to the employee's academic unit (program,  
1357 department/unit, college/unit); and

1358 (4). the contributions the employee is expected to make to the institution.

1359

1360 B. The University shall make available a copy of the criteria for tenure to employees eligible  
1361 for tenure. Each such employee shall be apprised in writing once each year of the employee's progress  
1362 toward tenure. The appraisal shall be included as a separate component of the annual evaluation and is  
1363 intended to provide assistance and counseling to candidates to help them to qualify themselves for  
1364 tenure. At the approximate mid-point of the employee's tenure-earning period (usually in the 3rd or 4th  
1365 year) a full review of the employee's progress toward tenure will be conducted by the employee's  
1366 department/unit and college/unit. The employee may request, in writing, a meeting with an administrator  
1367 at the next higher level to discuss concerns regarding the tenure appraisal which were not resolved in  
1368 previous discussions with the evaluator. The appraisals are not binding upon the University.

1369 C. Tenure criteria shall be available in the department/unit office and/or at the college/unit  
1370 level.

1371

### 1372 15.4 Modification of Criteria.

1373 A. Modifying Criteria. The University may modify the criteria for tenure so long as the local  
1374 UFF Chapter has been notified of the proposed changes and offered an opportunity to discuss such  
1375 changes in consultation with the University President or representative. Changes in criteria shall not  
1376 become effective until one (1) year following adoption of the changes, unless mutually agreed to in  
1377 writing by the local UFF President and the University President or representative. The date of adoption  
1378 shall be the date on which the changes are approved by the administrator at the highest level required  
1379 under applicable university policies and procedures. Any proposal to develop or modify tenure criteria  
1380 shall be available for discussion by members of the affected departments/units before adoption.

1381 B. Effect on Employees. The provisions of Article 9.3 (D) are applicable to the modified  
1382 criteria. Further, if an employee has at least three (3) years of tenure-earning credit as of the date on  
1383 which the tenure criteria are adopted under Article 15.4(A), above, the employee shall be evaluated for  
1384 tenure under the criteria as they existed prior to modification unless the employee notified the university  
1385 at least thirty (30) days prior to commencement of the tenure consideration that he/she chooses to be  
1386 evaluated under the newly-adopted criteria.

1387

### 1388 15.5 Recommendations and Procedures.

1389 A. Recommendations for the awarding of tenure shall be made by the employee's  
1390 supervisor and shall include a poll by secret ballot of the tenured members of the employee's  
1391 department/unit. The performance of an employee during the entire term of employment at the institution  
1392 shall be considered in determining whether to grant tenure. Recommendations regarding tenure shall

1393 include a copy of applicable tenure criteria, the employee's annual assignments and annual evaluations,  
1394 and, if the employee chooses, the employee's tenure appraisals. The reviewers at any stage in the  
1395 review may request to review the appraisals. Prior to the consideration of the employee's candidacy, the  
1396 employee shall have the right to review the contents of the tenure file and may attach a brief and  
1397 concise response to any materials therein. It shall be the responsibility of the employee to see that the  
1398 file is complete. The provisions of Articles 11.2 through 11.8 of this Agreement shall apply to the  
1399 contents of the tenure file.

1400 B. If any material is added to the file after the commencement of consideration, other than  
1401 the completion of the evaluation sections (including the recording of votes) of the file by the reviewing  
1402 bodies/individuals), a copy shall be sent to the employee within five (5) days (by personal delivery or by  
1403 mail, return receipt requested). The employee may attach a brief response within five (5) days of his/her  
1404 receipt of the added material. The file shall not be forwarded until either the employee submits a  
1405 response or until the second five (5) day period expires, whichever occurs first. The employee shall have  
1406 the right to review the file at each stage of review (i.e., department, college, campus) and attach a brief  
1407 response to any materials, including the evaluation section(s), contained therein prior to the next stage  
1408 of review. The only documents which may be considered in making a tenure recommendation are those  
1409 contained or referenced in the tenure file.

1410

#### 1411 15.6 Other Considerations

1412 A. During the period of tenure-earning service, the employee's employment shall be  
1413 governed by the provisions of Article 12.

1414 B. Part-time service of an employee employed at least one semester in any twelve (12)  
1415 month period shall be accumulated. For example, two (2) semesters of half-time service shall be  
1416 considered one-half year of service toward the period of tenure-earning service.

1417 C. Where employees are credited with tenure-earning service at the time of initial  
1418 appointment, all or a portion of such credit may be withdrawn once by the employee prior to formal  
1419 application for tenure.

1420

1421 15.7 Tenure upon Appointment. The Board of Trustees may grant tenure to an employee at the time of  
1422 initial appointment, upon recommendation of the appropriate administrator. The administrator shall  
1423 consider the recommendation of the department or equivalent unit prior to making his/her final tenure  
1424 recommendation.

1425

1426 15.8 Leave. Authorized leaves of absence may, under the provisions of the Article regarding Leaves,  
1427 be credited toward the period of tenure-earning service.

1428 15.9 Termination/Layoff. Tenure guarantees annual reappointment for the academic year until  
1429 voluntary resignation, retirement, removal for just cause in accordance with the provisions of the Article  
1430 regarding Disciplinary Action and Job Abandonment, or layoff in accordance with the provisions of the  
1431 Article regarding Layoff and Recall, but does not extend to administrative appointments.

1432

### 1433 **Article 16 - Disciplinary Action and Job Abandonment**

1434

#### 1435 16.1 Just Cause.

1436 A. The purpose of this article is to provide a prompt and equitable procedure for disciplinary  
1437 action taken with just cause. Just cause shall be defined as:

1438 (1). incompetence, or

1439 (2). misconduct.

1440 B. An employee's activities which fall outside the scope of employment shall constitute  
1441 misconduct only if such activities adversely affect the legitimate interests of the University.

1442

1443 16.2 Progressive Discipline. Both parties endorse the principle of progressive discipline as applied to  
1444 professionals.

1445

1446 16.3 Notice of Intent. When the President or representative has reason to believe that a suspension or  
1447 termination should be imposed, the President or representative shall provide the employee with a written  
1448 notice of the proposed action and the reasons therefor. Such notice shall be sent certified mail, return  
1449 receipt requested, or delivered in person with written documentation of receipt obtained or via email sent  
1450 by the University to the employee during a video meeting held for the purpose of delivery of such notice.  
1451 The employee shall be given ten (10) days in which to respond in writing to the President or representative  
1452 before the proposed action is taken. The President or representative then may issue a notice of  
1453 disciplinary action under Article 16.4 below. The employee has a right to union representation during  
1454 investigatory questioning that may reasonably be expected to result in disciplinary action. If the President  
1455 or representative does not issue a notice of disciplinary action, the notice of proposed disciplinary action  
1456 shall not be retained in the employee's evaluation file.

1457  
1458 16.4 Notice of Discipline. All notices of disciplinary action shall include a statement of the reasons  
1459 therefor and a statement advising the employee that the action is subject to Article 20, Grievance  
1460 Procedure and Arbitration. All such notices shall be sent certified mail, return receipt requested, or  
1461 delivered in person to the employee with written documentation of receipt obtained or via email sent by the  
1462 University to the employee during a video meeting held for the purpose of delivery of such notice.

1463  
1464 16.5 Termination. A tenured appointment or any appointment of definite duration may be terminated  
1465 during its term for just cause. An employee shall be given written notice of termination at least six (6)  
1466 months in advance of the effective date of such termination, except that in cases where the President or  
1467 representative determines that an employee's actions adversely affect the functioning of the University or  
1468 jeopardize the safety or welfare of the employee, colleagues, or students, the President or representative  
1469 may give less than six (6) months notice.

1470  
1471 16.6 Disciplinary Action Other than Termination. The University retains its right to impose disciplinary  
1472 action other than termination for just cause including, but not limited to, suspension with or without pay.  
1473 Counseling and Letters of Counsel of any form, including recommendations for participation in an  
1474 Employee Assistance Program, shall not be considered disciplinary action and shall not be part of an  
1475 Employee's personnel file. If a Letter of Counsel is issued, it shall be followed by a counseling session with  
1476 the designated Employee and the Employee's immediate supervisor unless waived by the Employee. The  
1477 counseling session shall describe the alleged problem behavior and outline the proposed corrective actions  
1478 and the proposed future behavioral expectations. The Employee has the right to Union representation during  
1479 counseling sessions.

1480  
1481 16.7 Job Abandonment

1482 A. If an employee is absent without authorized leave for twelve (12) or more consecutive  
1483 days or a period of time that constitutes more than 15% of a term-length teaching assignment during a  
1484 summer term, under the provisions of Article 17.1, the employee shall be considered to have abandoned the  
1485 position and voluntarily resigned from the University. Under the provisions of Article 16.7 A, the employee  
1486 who returns from an unauthorized leave and engages in another unauthorized leave of 3 days or more within  
1487 a calendar year shall be subject to discipline, up to an including termination.

1488 B. Notwithstanding Article 16.7(A), above, if the employee's absence is for reasons beyond  
1489 the control of the employee and the employee notifies the University as soon as practicable, the  
1490 employee will not be considered to have abandoned the position.

1491  
1492 16.8 Employee Assistance Program. Neither the fact of an employee's participation in an employee  
1493 assistance program, nor information generated by participation in the program, shall be used as a reason  
1494 for discipline under this Article, except for information relating to an employee's failure to participate in an  
1495 employee assistance program consistent with the terms to which the employee and the University have  
1496 agreed.

1497  
1498 **Article 17 - Leaves**

1499 17.1 Requests for a Leave or Extension of Leave of One (1) Semester or More.

1500 A. For a leave of one (1) semester or more, an employee shall make a written request not  
1501 less than 120 days prior to the beginning of the proposed leave, if practicable.

1502 B. For an extension of a leave of one (1) semester or more, an employee shall make a  
1503 written request not less than sixty (60) days before the end of the leave, if practicable.

1504 C. The University shall approve or deny such request in writing not later than thirty (30) days  
1505 after receipt of the request.

1506 D. An absence without approved leave or extension of leave shall subject the employee to  
1507 the provisions of Article 16.7.

1508 E. An employee's request for use of leave for an event covered by the provisions of the  
1509 Family and Medical Leave Act (FMLA) of 1993 (Public Law 103-3) shall be submitted and responded to  
1510 in accordance with the provisions of Article 17.6 below.  
1511

1512 17.2 Return from Leave. An employee who returns from an approved leave of absence with or without  
1513 pay shall be returned to the same classification, unless the University and the employee agree in writing  
1514 to other terms and conditions. The return from FMLA leave shall be in accordance with Article 17.6 below.  
1515

1516 17.3 Accrual During Leave with Pay. An employee shall accrue normal leave while on compensated  
1517 leave in full-pay status, or while participating in the sabbatical or professional development programs. If  
1518 an employee is on compensated leave in less than full-pay status for other than sabbaticals or professional  
1519 development programs, the employee shall accrue leave in proportion to the pay status.  
1520

1521 17.4 Tenure Credit During Periods of Leave. Leaves of an entire semester or more during which an  
1522 employee is on compensated or uncompensated leave shall not be creditable for the purpose of  
1523 determining eligibility for tenure, except by mutual agreement of the employee and the University. In  
1524 deciding whether to credit such leave toward tenure eligibility, the President or representative shall  
1525 consider the duration of the leave, the relevance of the employee's activities while on such leave to the  
1526 employee's professional development and to the employee's field of employment, the benefits, if any,  
1527 which accrue to the University by virtue of placing the employee on such leave, and other appropriate  
1528 factors.  
1529

1530 17.5 Holidays.

1531 A. An employee shall be entitled to observe all official holidays designated as holidays by  
1532 the University, which shall at a minimum include those holidays designated in Fla. Stat. Section 110.117.  
1533 No classes shall be scheduled on designated holidays. Classes not held because of a holiday shall not  
1534 be rescheduled.

1535 B. Supervisors are encouraged not to require an employee to perform duties on holidays;  
1536 however, an employee required to perform duties on holidays shall have the employee's schedule  
1537 adjusted to provide equivalent time off.

1538 C. If an employee who has performed duties on a holiday terminates employment prior to  
1539 being given time off, the employee shall be paid, upon termination, for the holiday hours worked within  
1540 the previous twelve (12) month period.  
1541

1542 17.6 Family and Medical Leave Act (FMLA) Entitlements.

1543 A. The Family and Medical Leave Act of 1993 ("FMLA") is the common name for the  
1544 Federal law providing eligible employees an entitlement of up to four hundred and eighty (480) hours of  
1545 leave without pay for qualified family or medical reasons during a one-year period. This Act entitles the  
1546 employee to take leave without pay; where University policies permit, employees may use accrued leave  
1547 with pay during any qualifying family or medical leave. The failure to list, define, or specify any particular  
1548 provision or portion of the FMLA in this Agreement shall in no way constitute a waiver of any of the rights  
1549 or benefits conferred to the employer or the employee through the FMLA.

1550 B. Implementation of FMLA Leave Entitlements.

1551 (1). An employee, whether salaried or paid from Other Personal Services (OPS), is entitled to  
1552 four hundred and eighty (480) hours of FMLA leave within a twelve (12) month period for any  
1553 qualifying family or medical leave.  
1554

1555 (2). Pursuant to Fla. Admin. Code 6C4- 10.104(12), a salaried employee is entitled to a parental leave for  
1556 up to six (6) months in accordance with the provisions of Article 17.7 below, for a birth or adoption of the  
1557 employee's child. If an eligible employee elects to take Parental Leave, up to four hundred and eighty  
1558 (480) hours of such leave may be counted against that employee's FMLA entitlement.

1559 C. Accounting for the Use of FMLA Leave in a Twelve-Month Period.

1560 (1). The fiscal year (July 1 - June 30) shall be the designated twelve (12) month period in which  
1561 to count the use of up to four hundred and eighty (480) hours of FMLA leave.

1562 (2). An eligible employee's entitlement to leave for a birth or placement for adoption or foster  
1563 care expires at the end of a twelve (12) month period beginning on the date of the birth or  
1564 placement of the child.

1565 D. Use and Approval of FMLA Leave.

1566 (1). The Central Human Resources (CHR) shall approve FMLA leave for an eligible employee  
1567 as long as the reasons for absence qualify under the FMLA and the employee has not exhausted  
1568 the employee's four hundred and eighty (480) hours within the appropriate 12-month period  
1569 for such leave. The employee may request FMLA leave as accrued leave, leave without pay,  
1570 or a combination of both.

1571 (2). The University may require that the employee use accrued leave with pay prior to  
1572 requesting leave without pay for four hundred and eighty (480) hours (12 workweeks) of FMLA  
1573 leave. Requiring the use of paid leave shall be applied consistently and may not be used  
1574 merely to exhaust the employee's leave balance in order to prohibit the use of paid leave while  
1575 on leave without pay as provided for in Article 17.11(E) below.

1576 (3). After the CHR has acquired knowledge that the leave is being taken for an FMLA qualifying  
1577 event, the CHR shall within two business days, absent extenuating circumstances, notify the  
1578 employee of the period of FMLA leave to be granted, including the date of return to  
1579 employment. If the notice is oral, it shall be confirmed in writing no later than the following payday  
1580 (unless the payday is less than one week after the oral notice, in which case the notice must  
1581 be no later than the subsequent payday).

1582 E. Medical Certification.

1583 (1) The University may require an employee to provide medical certification from a health  
1584 care provider for FMLA leave with or without pay when taken for the serious health condition  
1585 of the employee or the employee's family member.

1586 (2) Medical certification may be required to affirm the employee's ability to return to work  
1587 and perform one or more of the essential functions of the job within the meaning of the  
1588 Americans with Disabilities Act (ADA), after being absent on FMLA leave.

1589 F. Return to Position. Upon return from FMLA leave, the employee shall be returned to the  
1590 same or equivalent position in the same class and work location, including the same shift or equivalent  
1591 schedule, unless the University and the employee agree in writing to other conditions and terms under  
1592 which such leave is to be granted.

1593 G. Continuation of Benefits. The use of FMLA leave by eligible employees shall neither  
1594 enhance nor decrease any rights or benefits normally accrued to employees during a leave with pay or  
1595 any rights or benefits normally accrued during a leave without pay.

1596 H. If any provision of Article 17.6 (FMLA) is inconsistent with or in contravention of the  
1597 Family Medical Leave Act of 1993, Public Law 103-3, or the Family and Medical Leave Act Regulations,  
1598 29 CFR Part 825, or any subsequently enacted legislation, then such provision shall be superseded by  
1599 the laws or regulations referenced above, except to the extent that the collective bargaining agreement  
1600 or any employee benefit program or plan provides greater family or medical leave rights to an eligible  
1601 employee.

1602 17.7 Parental Leave Paid Program.

1603 (1) No more than twice in the course of an employee's tenure at the University, the employee may

1604

1605 request and be granted a paid parental leave for the birth or adoption of a child not to exceed one  
1606 semester (for instructional faculty) or three months for non-instructional employees.  
1607 No two members of the same family may request parental leave at the same time or for the same  
1608 event (birth or adoption of a child).

1609  
1610 (2) Commitment to return. An employee must agree in writing to return to University employment  
1611 for at least one academic year (calendar year for non-instructional faculty) following participation  
1612 in parental leave. If this condition is not met, the University may require the return of salary received  
1613 during the program.

#### 1614 17.8 Leaves Due to Illness/Injury.

1616 Illness/Injury is defined as any physical or mental impairment of health, including such an impairment  
1617 proximately resulting from pregnancy, which does not allow an employee to fully and properly perform  
1618 the duties of the employee's position. When an employee's illness/injury may be covered by the  
1619 Americans with Disabilities Act, the provisions of Public Law 101-336 shall apply.

##### 1620 A. Sick Leave.

###### 1621 (1). Accrual of Sick Leave.

1622 a. A full-time employee shall accrue four (4) hours of sick leave for each biweekly  
1623 pay period, or the number of hours that are directly proportionate to the number of  
1624 days worked during less than a full-pay period, without limitation as to the total  
1625 number of hours that may be accrued.

1626 b. A part-time employee shall accrue sick leave at a rate directly proportionate to  
1627 the percent of time employed.

1628 c. An employee appointed under Other Personal Services (OPS) shall not accrue  
1629 sick leave.

###### 1630 (2). Uses of Sick Leave.

1631 a. Sick leave shall be accrued before being taken, provided that an employee who  
1632 participates in a sick leave pool shall not be prohibited from using sick leave  
1633 otherwise available to the employee through the sick leave pool.

1634 b. Sick leave shall be authorized for the following:

1635 1. The employee's personal illness or exposure to a contagious disease, which  
1636 would endanger others.

1637 2. The employee's personal appointments with a health care provider.

1638 3. The illness or injury of a member of the employee's immediate family, at the  
1639 discretion of the supervisor. Approval of requests for use of reasonable amounts of sick  
1640 leave for caring for a member of the employee's immediate family shall not be  
1641 unreasonably withheld. "Immediate family" means the spouse and the grandparents,  
1642 parents, brothers, sisters, children, and grandchildren of both the employee and the  
1643 spouse, and dependents living in the household.

1644 4. The death of a member of the employee's immediate family, at the discretion of  
1645 the supervisor. Approval of requests for use of reasonable amounts of sick leave for the  
1646 death of a member of the employee's immediate family shall not be unreasonably  
1647 withheld.

1648 c. A continuous period of sick leave commences with the first day of absence and  
1649 includes all subsequent days until the employee returns to work. For this purpose,  
1650 Saturdays, Sundays, and official holidays observed by the University shall not be counted  
1651 unless the employee is scheduled to perform services on such days. During any seven  
1652 (7) day period, the maximum number of days of sick leave charged against any employee  
1653 shall be five (5).

1654 d. An employee who requires the use of sick leave should notify the supervisor as

1655 soon as practicable.

1656 e. An employee who becomes eligible for the use of sick leave while on approved  
1657 annual leave shall, upon notifying the supervisor, substitute the use of accrued sick leave to  
1658 cover such circumstances.

1659 (3). Certification. If an employee's request for absence or absence exceeds four (4) consecutive  
1660 days, or if a pattern of absence is documented, the University may require an employee to  
1661 furnish certification issued by an attending health care provider of the medical reasons  
1662 necessitating the absence and/or the employee's ability to return to work. If the medical  
1663 certification furnished by the employee is not acceptable, the employee may be required to  
1664 submit to a medical examination by a health care provider who is not a University staff member  
1665 which shall be paid for by the University. If the medical certification indicates that the employee is  
1666 unable to perform assigned duties, the President or representative may place the employee on  
1667 compulsory leave under the conditions set forth in Article 17.8(C) below.

1668 (4). Transfer of Credits.

1669 a. When an employee is reemployed by the University within 100 days, the full  
1670 balance of accrued sick leave shall accompany the employee unless the employee has received  
1671 a lump sum payment for accrued sick leave.

1672 b. When an employee moves to a position in state government, the transfer of  
1673 unused sick leave from the University shall be governed by the rules of the plan to which the  
1674 employee is transferring.

1675 c. The transfer of unused sick leave from a local government to a university position  
1676 is not permitted unless a reciprocal agreement in writing between the University and the previous  
1677 employing entity is in effect.

1678 (5). Payment for Unused Sick Leave.

1679 a. An employee appointed on or after January 1, 2014, or with less than ten (10)  
1680 years of continuous University service, as defined herein, who separates from the University shall  
1681 not be paid for any unused sick leave.

1682 b. An employee appointed before January 1, 2014, and who has completed ten (10)  
1683 or more years of University service, has not been found guilty or has not admitted to being guilty  
1684 of committing, aiding, or abetting any embezzlement, theft, or bribery in connection with University  
1685 employment, or has not been found guilty by a court of competent jurisdiction of having violated  
1686 any State law against or prohibiting strikes by public employees, and separates from the University  
1687 because of retirement for other than disability reasons, termination, or death, shall be  
1688 compensated at the employee's current regular hourly rate of pay for one-fourth of all unused  
1689 accrued sick leave ; provided that the payment shall not exceed 480 hours.

1690 c. Upon layoff, an employee appointed before January 1, 2014, and with ten (10)  
1691 or more years of University service, shall be paid for unused sick leave as described in Article  
1692 17.8(A)(5)(b), above.

1693 d. All payments for unused sick leave authorized by Article 17.8(A)(5)(b) above, shall  
1694 be made in lump sum and shall not be used in determining the average final compensation  
1695 of an employee in any state administered retirement system. An employee shall not be carried  
1696 on the payroll beyond the last official day of employment, except that an employee who is unable  
1697 to perform duties because of a disability may be continued on the payroll until all accrued sick leave  
1698 is exhausted.

1699 e. In the event of the death of an employee appointed before January 1, 2014, and  
1700 with ten (10) or more years of University service, payment of sick leave accrued at the time of  
1701 death shall be made to the employee's beneficiary, estate, or as provided by law.

1702 (6). Sick Leave Buy-Back.

1703 The University will develop a voluntary program for employees with vested sick leave benefits to  
1704 receive a one-time cash payment in exchange for non-payment of accrued sick leave upon leaving  
1705 University employment. Employees who enter the program will continue to accrue sick leave for use

1706 as paid time off, but will not receive a cash payment for any accrued sick leave upon leaving  
1707 University employment. Program details, operation, duration and eligibility criteria shall be  
1708 determined by the University. The Union may request consultation on program details.  
1709

1710 B. Job-Related Illness/injury.  
1711

1712 (1). An employee who sustains a job-related illness/injury that is compensable under the  
1713 Workers' Compensation Law shall be carried in full-pay status for a period of medically certified  
1714 illness/injury not to exceed seven (7) days immediately following the illness/injury, or for a  
1715 maximum of forty (40) work hours if taken intermittently without being required to use accrued sick  
1716 or annual leave

1717 (2). If, as a result of the job-related illness/injury, the employee is unable to resume work at the end  
1718 of the period provided in Article 17.8(B)(1), above:

1719 a. The employee may elect to use accrued leave in an amount necessary to receive salary  
1720 payment that will increase the Workers' Compensation payments to the total salary being  
1721 received prior to the occurrence of the illness/injury. In no case shall the employee's salary and  
1722 Workers' Compensation benefits exceed the amount of the employee's regular salary payments;  
1723 or

1724 b. The employee shall be placed on leave without pay and shall receive normal Workers'  
1725 Compensation benefits if the employee has exhausted all accrued leave in accordance with Article  
1726 17.8 (B)(2)(a), above, or the employee elects not to use accrued leave.

1727 (3). This period of leave with or without pay shall be in accordance with Chapter 440 (Worker's  
1728 Compensation), Florida Statutes.

1729 (4). If, at the end of the leave period, the employee is unable to return to work and perform  
1730 assigned duties, the President or representative should advise the employee, as appropriate, of the  
1731 Florida Retirement System's disability provisions and application process, and may, based upon a  
1732 current medical certification by a health care provider prescribed in accordance with Chapter 440  
1733 (Worker's Compensation), Florida Statutes, and taking the University's needs into account:

1734 a. offer the employee part-time employment;

1735 b. place the employee in leave without pay status or extend such status;

1736 c. request the employee's resignation; or

1737 d. release the employee from employment, notwithstanding any other provisions of this  
1738 Agreement.

1739 C. Compulsory Leave.

1740 (1). Placing Employee on Compulsory Leave.

1741 a. If an employee is unable to perform assigned duties due to illness/injury the President or  
1742 representative may require the employee to submit to a medical examination, the results of which  
1743 shall be released to the University, by a health care provider chosen and paid by the University,  
1744 or by a health care provider chosen and paid by the employee, who is acceptable to the President  
1745 or representative. Such health care provider shall submit the appropriate medical certification(s)  
1746 to the University. The employee shall cooperate by providing such medical records as requested  
1747 by the examining physician.

1748 b. If the University agrees to accept the employee's choice of a health care provider the  
1749 University may not then require another university-paid examination.

1750 c. If the medical examination confirms that the employee is unable to perform assigned  
1751 duties, the President or representative shall place the employee on compulsory leave.

1752 (2). Conditions of Compulsory Leave.

1753 a. Written notification to the employee placing the employee on compulsory leave shall  
1754 include the duration of the compulsory leave period and the conditions under which the  
1755 employee may return to work. These conditions may include the requirement of the successful

1756 completion of, or participation in, a program of rehabilitation or treatment, and follow-up  
1757 medical certification(s) by the health care provider, as appropriate.

1758 b. The compulsory leave period may be leave with pay or leave without pay. If the  
1759 compulsory leave combines the use of accrued leave with leave without pay, the use of such  
1760 leave shall be in accordance with Article 17.11 below.

1761 c. If the employee fulfills the terms and conditions of the compulsory leave and receives a  
1762 medical certification from a health care provider approved by the University that the employee  
1763 is able to perform assigned duties, the President or representative shall return the employee  
1764 to the employee's previous duties, if possible, or to equivalent duties.

1765 (3). Duration. Compulsory leave, with or without pay, shall be for a period not to exceed the  
1766 duration of the illness/injury or one year, whichever is less.

1767 (4). Failure to Complete Conditions of Compulsory Leave or Inability to Return to Work. If the  
1768 employee fails to fulfill the terms and conditions of a compulsory leave and/or is unable to  
1769 return to work and perform assigned duties at the end of a leave period, the President or  
1770 representative should advise the employee, as appropriate, of the Florida Retirement System's  
1771 disability provisions and application process, and may, based upon the University's needs:

1772 a. offer the employee part-time employment;

1773 b. place the employee in leave without pay status in accordance with Article 17.11 below  
1774 or extend such status;

1775 c. request the employee's resignation; or

1776 d. release the employee from employment, notwithstanding any other provisions of this  
1777 Agreement.

1778  
1779 17.9 Annual Leave

1780 A. Accrual of Annual Leave.

1781 (1). Full-time employees appointed for more than nine (9) months, except employees on  
1782 academic year appointments, shall accrue annual leave at the rate of 6.769 hours biweekly or  
1783 14.667 hours per month (or a number of hours that is directly proportionate to the number of  
1784 days worked during less than a full-pay period for full-time employees), and the hours accrued  
1785 shall be credited at the conclusion of each pay period or, upon termination, at the effective date  
1786 of termination. Employees may accrue annual leave in excess of the year end maximum during  
1787 a calendar year. Employees with accrued annual leave in excess of the year end maximum as  
1788 of December 31, shall have any excess converted to sick leave on an hour-for-hour basis on  
1789 January 1 of each year.

1790 (2). Part-time employees appointed for more than nine (9) months, and employees with greater  
1791 than academic year appointments shall accrue annual leave at a rate directly proportionate to  
1792 the percent of time employed.

1793 (3). Employees appointed for 9 months or less shall not accrue annual leave.

1794 B. Use and Transfer of Annual Leave.

1795 (1). Annual leave shall be accrued before being taken, except in those instances where the  
1796 President or representative may authorize the advancing of annual leave. When leave has  
1797 been advanced and employment is terminated prior to the employee accruing sufficient annual  
1798 leave to credit against the leave that was advanced, the University shall deduct from the  
1799 employee's warrant the cost of any annual leave advanced under this provision. All requests for  
1800 annual leave shall be submitted by the employee to the supervisor as far in advance as  
1801 possible and appropriate. Approval of the dates on which an employee wishes to take annual  
1802 leave shall be at the discretion of the supervisor and shall be subject to the consideration of  
1803 departmental/unit and organizational scheduling.

1804 (2). Upon re-employment within the University within 100 days, except for re-employment after  
1805 layoff (see 17.9(C)(3) below), the employee may choose to reinstate their annual leave balance  
1806 by repaying the full lump-sum annual leave payment received.

- 1807  
1808 (3). An employee may transfer into an annual leave accruing position up to forty-four (44) days  
1809 of unused leave accrued in the University classification and pay plan in which previously  
1810 employed, provided the employee has not received payment for such leave and no more than  
1811 thirty-one (31) days have elapsed between jobs.
- 1812 (4). When an annual leave accruing employee moves to a position in state government, the  
1813 transfer of leave from USF shall be governed by the rules of the plan to which the employee is  
1814 transferring. Should all unused leave not be transferable, up to forty-four days (352 hours) of  
1815 the remaining balance shall be paid in lump sum, effective the last day of University  
1816 employment.
- 1817 (5). The transfer of unused annual leave from a local government to an annual leave accruing  
1818 position is not permitted unless a reciprocal agreement in writing between the University or its  
1819 representative and the previous employing entity is in effect.

1820 C. Payment for Unused Annual Leave.

1821 (1). Upon termination from an annual leave accruing contract, or transfer from an annual leave  
1822 accruing contract to an academic year contract, and unless the employee requests the option in  
1823 Article 17.9(C)(2) below, the university shall pay the employee for up to forty-four days (352  
1824 hours) of unused annual leave at the calendar year rate the employee was accruing as of the  
1825 employee's last day of work, provided that a determination has been made by the President or  
1826 representative that the employee was unable to reduce the unused annual leave balance prior  
1827 to termination or reassignment to an academic year contract. All unused annual leave in excess  
1828 of forty-four days (352 hours) shall be forfeited by the employee.

1829 (2). Upon transfer from an annual leave accruing contract to an academic year contract within  
1830 the University, the employee may elect to retain all unused annual leave until such time, not to  
1831 exceed two (2) years, as the employee transfers back to an annual leave accruing contract or  
1832 terminates employment with the University. Upon such termination or at the end of two (2)  
1833 years, whichever comes first, the unused leave balance shall be paid in lump sum for up to  
1834 forty-four days (352 hours) at the annual rate the employee was accruing as of the employee's  
1835 last day of work on an annual leave accruing contract.

1836 (3). Upon layoff, an employee shall be paid for up to forty-four days (352 hours) of unused  
1837 annual leave in lump sum, unless the employee requests in writing that annual leave credits be  
1838 retained pending re-employment. For employees who are re-employed by the University within  
1839 twelve (12) calendar months following layoff, all unused annual leave shall be restored to the  
1840 employee, provided the employee requests such action in writing and repays the full amount of  
1841 any lump sum leave payment received at the time of layoff. Employees who are not re-  
1842 employed within twelve (12) calendar months following layoff and who elected to retain their  
1843 annual leave pending re-employment shall be paid for up to forty-four days (352 hours) of  
1844 unused annual leave at the calendar rate the employee was accruing as of the employee's last  
1845 day of work.

1846 (4). In the event of the death of an employee, payment for all unused accrued annual leave at  
1847 the time of death, up to 352 hours, shall be made to the employee's beneficiary, estate, or as  
1848 provided by law.

1850 17.10 Administrative Leaves.

1851 A. Jury Duty and Court Appearances.

1852 (1). An employee who is summoned as a member of a jury panel or subpoenaed as a witness  
1853 in a matter not involving the employee's personal interests, shall be granted leave with pay and  
1854 any jury or witness fees shall be retained by the employee; leave granted hereunder shall not  
1855 affect an employee's annual or sick leave balance.

1856 (2). An appearance as an expert witness for which an employee receives professional  
1857 compensation falls under Article 19 and the University's policies and rules relative to outside  
1858 employment/conflict of interest. Such an appearance may necessitate the employee requesting  
1859 annual leave or, if a non-annual leave accruing employee, may necessitate the employee

- 1860 seeking an adjustment of the work schedule.
- 1861 (3). If an employee is required, as a direct result of the employee's employment, to appear as  
 1862 an official witness to testify in the course of any action as defined in Section 92.142(2), Florida  
 1863 Statutes, such duty shall be considered a part of the employee's job assignment, and the  
 1864 employee shall be paid per diem and travel expenses and shall turn over to the University any  
 1865 fees received.
- 1866 (4). An employee involved in personal litigation during work hours must request annual leave  
 1867 or, if a non-annual leave accruing employee, must seek an adjustment to the work schedule.
- 1868 B. Military Leave.
- 1869 (1). Short-term Military Training. An employee who is a member of the United States Armed  
 1870 Forces Reserve, including the National Guard, upon presentation of a copy of the employee's  
 1871 official orders or appropriate military certification, shall be granted leave with pay during periods  
 1872 in which the employee is engaged in annual field training or other active or inactive duty for  
 1873 training exercises. Such leave with pay shall not exceed seventeen (17) work days in any one  
 1874 (1) federal fiscal year (October 1 - September 30).
- 1875 (2). National Guard State Service. An employee who is a member of the Florida National Guard  
 1876 shall be granted leave with pay on all days when ordered to active service by the State. Such  
 1877 leave with pay shall not exceed thirty (30) days at any one time.
- 1878 (3). Other Military Leave.
- 1879 a. An employee, except an employee who is employed in a temporary position or  
 1880 employed on a temporary basis, who is drafted, who volunteers for active military service, or  
 1881 who is ordered to active duty (not active duty training) shall be granted leave in accordance  
 1882 with Chapter 43 of Title 38, United States Code. Active military service includes active duty  
 1883 with any branch of the United States Army, Air Force, Navy, Marine Corps, Coast Guard,  
 1884 National Guard of the State of Florida, or other service as provided in Sections 115.08 and  
 1885 115.09, Florida Statutes.
- 1886 b. Such leave of absence shall be verified by official orders or appropriate military  
 1887 certification. The first thirty (30) days of such leave shall be with full-pay and shall not affect an  
 1888 employee's annual or sick leave balance. The remainder of military leave shall be without pay  
 1889 unless the employee elects to use accumulated annual leave or appropriate leave as provided in  
 1890 (4) below, or the employer exercises its option under Section 115.14, Florida Statutes, to  
 1891 supplement the employee's military pay. Leave payment for the first thirty (30) days shall be  
 1892 made only upon receipt of evidence from appropriate military authority that thirty (30) days of  
 1893 military service have been completed.
- 1894 c. Applicable provisions of Federal and State law shall govern the granting of military  
 1895 leave and the employee's re-employment rights.
- 1896 d. Use of accrued leave is authorized during a military leave without pay in accordance  
 1897 with Article 17.11 below.
- 1898 C. Leave Pending Investigation. When the President or representative has reason to believe  
 1899 that the employee's presence on the job will adversely affect the operation of the University,  
 1900 the President or representative may immediately place the employee on leave pending  
 1901 investigation of the event(s) leading to that belief. The leave pending investigation shall  
 1902 commence immediately upon the President or representative providing the employee with a  
 1903 written notice of the reasons therefor. The leave shall be with pay, with no reduction of accrued  
 1904 leave.
- 1905 D. Other Leaves Provided Not Affecting Accrued Leave Balances. An employee may be  
 1906 granted other leaves not affecting accrued leave balances which are provided as follows:
- 1907 (1). Florida Disaster Volunteer Leave is provided by Section 110.120, Florida Statutes, for an  
 1908 employee who is a certified disaster service volunteer of the American Red Cross. Leave of  
 1909 absence with pay for not more than fifteen (15) working days in the fiscal year may be provided  
 1910 upon request of the American Red Cross and the employee's supervisor's approval. Leave  
 1911 granted under this act shall be only for services related to a disaster occurring within the

1912 boundaries of the State of Florida.

1913 (2). Civil disorder or disaster leave is provided for an employee who is member of a volunteer  
1914 fire department, police auxiliary or reserve, civil defense unit, or other law enforcement type  
1915 organization to perform duties in time of civil disturbances, riots, and natural disasters, including  
1916 an employee who is a member of the Civil Air Patrol or Coast Guard Auxiliary, and called upon  
1917 to assist in emergency search and rescue missions. Such paid leave not affecting leave  
1918 balances may be granted upon approval by the President or designee and shall not exceed two  
1919 days on any one occasion.

1920 (3). Athletic competition leave is provided by Section 110.118, Florida Statutes, for an employee  
1921 who is a group leader, coach, official, or athlete who is a member of the official delegation  
1922 of the United States team for athletic competition. Such paid leave not affecting leave  
1923 balances shall be granted for the purpose of preparing for and engaging in the competition for  
1924 the period of the official training camp and competition, not to exceed 30 days in a calendar year.

1925 (4). Leave for re-examination or treatment with respect to service-connected disability is provided  
1926 by Section 110.119, Florida Statutes, for an employee who has such rating by the United  
1927 State Department of Veterans Affairs and has been scheduled to be reexamined or treated  
1928 for the disability. Upon presentation of written confirmation of having been so scheduled, such  
1929 leave not affecting the employee's leave balances shall be approved and shall not exceed six (6)  
1930 calendar days in any calendar year.

1931 E. Official Emergency Closings. The President or President's representative may close the  
1932 University, or portions of the University, in the event of an emergency or natural disaster. Such closings  
1933 will be only for the period it takes to restore normal working conditions. Leave resulting from such an  
1934 emergency closing shall not reduce employees' leave balances.

1935  
1936 17.11 Leave Without Pay.

1937 A. Granting. Upon request of an employee, the President or representative shall grant a  
1938 leave without pay for a period not to exceed one year unless the President or representative determines  
1939 that granting such leave would be inconsistent with the best interests of the University. Such leave may  
1940 be extended upon mutual agreement.

1941 B. Salary Adjustment. The salary of an employee returning from uncompensated leave shall  
1942 be adjusted to reflect all non-discretionary increases distributed during the period of leave. While on  
1943 such leave, an employee shall be eligible to participate in any special salary incentive programs.

1944 C. Retirement Credit. Retirement credit for such periods of leave without pay shall be  
1945 governed by the provisions of applicable Florida Statutes and implementing rules.

1946 D. Accrual of Leave/Holiday Pay. While on leave without pay, the employee shall retain  
1947 accumulated sick leave and annual leave, but shall not accrue sick leave or annual leave nor be entitled  
1948 to holiday pay.

1949 E. Use of Accrued Leave During an Approved Period of Leave Without Pay.

1950 (1). Use of accrued leave with pay is authorized during a leave of absence without pay for  
1951 parental, foster care, medical, or military reasons. Such use of leave with pay is provided under  
1952 the following conditions:

1953 a. Notwithstanding the provisions of Article 17.8(A)(2) above regarding the use of  
1954 sick leave, an employee may use any type of accrued leave in an amount necessary to  
1955 cover the employee's contribution to the State insurance program and other expenses  
1956 incurred by the employee during an approved period of leave without pay for parental,  
1957 foster care, medical, or military reasons.

1958 b. Normally the use of accrued leave during a period of leave without pay for  
1959 medical reasons shall be approved for up to six (6) months, but may be approved for up  
1960 to one year for the serious health condition of the employee or a member of the employee's  
1961 immediate family.

1962 c. The employer contribution to the State insurance program will continue for the

1963 corresponding payroll periods.

1964 (2). An employee's request for the use of accrued leave during a period of leave without pay  
1965 shall be made at the time of the employee's request for the leave without pay. Such request  
1966 shall include the amount of accrued leave the employee wishes to use during the approved  
1967 period of leave without pay. If circumstances arise during the approved leave which cause the  
1968 employee to reconsider the combination of leave with and without pay, the employee may  
1969 request in writing approval of revisions to the original approval.  
1970

## 1971 **Article 18 - Inventions and Works**

1972 18.1 University Authority and Responsibilities. Section 1004.23, Florida Statutes, authorizes the  
1973 University to establish rules and procedures regarding patents, copyrights, and trademarks. Such rules  
1974 and procedures shall be consistent with the terms of this Article.

1975  
1976 18.2 Definitions. The following definitions shall apply in this Article:

1977 A. A "work" includes any copyrightable material, such as printed material, computer  
1978 software or databases, audio and visual material, circuit diagrams, architectural and engineering  
1979 drawings, lectures, musical or dramatic compositions, choreographic works, pictorial or graphic works,  
1980 and sculptural works. Instructional technology material, as defined in Article 9.9(A), is included in this  
1981 definition.

1982 B. An "invention" includes any discovery, invention, process, composition of matter, article  
1983 of manufacture, know-how, design, model, technological development, strain, variety, culture of any  
1984 organism, or portion, modification, translation, or extension of these items, and any mark used in  
1985 connection with these items. Instructional technology material, as defined in Article 9.9(A), is included in  
1986 this definition.

1987 C. "Instructional technology material" is defined in Article 9.9(A).

1988 D. "University support" includes the use of university funds, personnel, facilities, equipment,  
1989 materials, or technological information, and includes such support provided by other public or private  
1990 organizations when it is arranged, administered, or controlled by the University.

1991  
1992 18.3 Works.

1993 A. Independent Efforts. A work made in the course of independent efforts is the property of the  
1994 employee, who has the right to determine the disposition of such work and the revenue derived  
1995 from such work. As used in this Section, the term "independent efforts" means that: (1). the ideas  
1996 came from the employee; and

1997 (2). the work was not made with the use of University support; and

1998 (3). the University is not held responsible for any opinions expressed in the work.

1999 B. University-Supported Efforts.

2000 (1). If the work was not made in the course of independent efforts, the work is the property of  
2001 the University and the employee shall share in the proceeds therefrom.

2002 (2). Exceptions. The University shall not assert rights to the following works:

2003 a. Those works for which the intended purpose is to disseminate the  
2004 results of academic research or scholarly study, such as books, articles, electronic  
2005 media; and

2006 b. Works developed without the use of appreciable university support  
2007 and used solely for the purpose of assisting or enhancing the employee's  
2008 instructional assignment.

2009 C. Disclosure.

2010 (1). Upon the creation of a work and prior to any publication, the employee shall disclose  
2011 directly to the Division of Patents and Licensing any work made in the course of university-

2012 supported efforts, together with an outline of the project and the conditions under which it was  
2013 done. Consistent with the provisions of Article 18.3(B)(2)a, above, employees need not disclose  
2014 regarding books, articles, and similar works, the intended purpose of which is to disseminate  
2015 the results of academic research or scholarly work.

2016 (2). The Division of Patents and Licensing shall assess the relative equities of the employee  
2017 and the University in the work.

2018 (3). Within sixty (60) days after such disclosure, the Division of Patents and Licensing will  
2019 inform the employee whether the University seeks an interest in the work, and a written  
2020 agreement shall thereafter be negotiated to reflect the interests of both parties, including  
2021 provisions relating to the equities of the employee and the allocation of proceeds resulting from  
2022 such work. Creation, use, and revision of such works shall also be the subject of the written  
2023 agreement between the employee and the University as well as provisions relating to the use or  
2024 revision of such works by persons other than the creator. The employee shall assist the  
2025 University in obtaining releases from persons appearing in, or giving financial or creative  
2026 support to, the development or use of these works in which the University has an interest. All  
2027 such agreements shall comport with and satisfy any preexisting commitments to outside  
2028 sponsoring contractors.

2029 (4). The employee and the University shall not commit any act which would tend to defeat the  
2030 University's or employee's interest in the work and shall take any necessary steps to protect  
2031 such interests.

2032

2033 18.4 Inventions.

2034 A. Disclosure/University Review.

2035 (1). An employee shall fully and completely disclose directly to the Division of Patents and  
2036 Licensing all inventions which the employee develops or discovers while an employee together  
2037 with an outline of the project and the conditions under which it was done. With respect to  
2038 inventions made during the course of approved outside employment, the employee may delay  
2039 such disclosure, when necessary to protect the outside employer's interests, until the decision  
2040 has been made by the outside employer whether to seek a patent.

2041 (2). If the University wishes to assert its interest in the invention, the Division of Patents and  
2042 Licensing shall inform the employee within 120 days of the employee's disclosure to the  
2043 Division.

2044 (3). The Division of Patents and Licensing shall conduct an investigation which shall assess the  
2045 respective equities of the employee and the University in the invention, and determine its  
2046 importance and the extent to which the University should be involved in its protection,  
2047 development, and promotion.

2048 (4). The Division of Patents and Licensing shall inform the employee of the University's decision  
2049 regarding the University's interest in the invention within a reasonable time, not to exceed 135  
2050 days from the date of the disclosure to the Division.

2051 (5). The division, between the University and the employee, of proceeds generated by the  
2052 licensing or assignment of an invention shall be negotiated and reflected in a written contract  
2053 between the University and the employee. All such agreements shall comport with and satisfy  
2054 any preexisting commitments to outside sponsoring contractors.

2055 (6). The employee shall not commit any act which would tend to defeat the University's interest  
2056 in the matter, and the University shall take any necessary steps to protect such interest.

2057 B. Independent Efforts. All inventions made outside the field or discipline in which the  
2058 employee is employed by the University and for which no university support has been used  
2059 are the property of the employee, who has the right to determine the disposition of such work  
2060 and revenue derived from such work. The employee and the Division of Patents and Licensing  
2061 may agree that the patent for such invention be pursued by the University and the proceeds shared.  
2062

2063 C. University-Supported Efforts. An invention which is made in the field or discipline in which

2064 the employee is employed by the University, or by using university support, is the property of  
2065 the University and the employee shall share in the proceeds therefrom.

2066 D. Release of Rights.

2067 (1). In the event a sponsored research contractor has been offered the option to apply for the  
2068 patent to an invention or other rights in an invention, the University will use its good offices in  
2069 an effort to obtain the contractor's decision regarding the exercise of such rights within 120  
2070 days.

2071 (2). At any stage of making the patent applications, or in the commercial application of an  
2072 invention, if it has not otherwise assigned to a third party the right to pursue its interests,  
2073 Division of Patents and Licensing may elect to withdraw from further involvement in the  
2074 protection or commercial application of the invention. At the request of the employee in such  
2075 case, the University shall transfer the invention rights to the employee, in which case the  
2076 invention shall be the employee's property and none of the costs incurred by the University or  
2077 on its behalf shall be assessed against the employee.

2078 (3). All assignments or releases of inventions, including patent rights, by the University to the  
2079 employee shall contain the provision that such invention, if patented by the employee, shall be  
2080 available royalty-free for governmental purposes of the State of Florida, unless otherwise  
2081 agreed in writing by the University.

2082 E. University Policy.

2083 (1). The University shall have a policy addressing the division of proceeds between the  
2084 employee and the University.

2085 (2). Such policy may be the subject of consultation meetings pursuant to Article 2.

2086 F. Execution of Documents. The University and the employee shall sign an agreement  
2087 individually recognizing the terms of this Article, which may be contained in the employment document.

2088 18.5 Outside Activity.

2089 A. Although an employee may, in accordance with Article 19, Conflict of Interest/Outside  
2090 Activity, engage in outside activity, including employment, pursuant to a consulting agreement,  
2091 requirements that an employee waive the employee's or University's rights to any work or inventions  
2092 which arise during the course of such outside activity must be approved by the President or  
2093 representative.

2094 B. An employee who proposes to engage in such outside activity shall furnish a copy of this  
2095 Article and the university's patents policy to the outside employer prior to or at the time a consulting or  
2096 other agreement is signed, or if there is no written agreement, before the employment begins.

2097 **Article 19 - Conflict of Interest/Outside Activity**

2098  
2099 19.1 Policy.

2100 A. An employee is bound to observe, in all official acts, the highest standards of ethics  
2101 consistent with the code of ethics of the State of Florida (Chapter 112, Part III, Florida Statutes), the  
2102 advisory opinions rendered with respect thereto, and all rules applicable to university employees.

2103 B. Nothing in this Article is intended to discourage an employee from engaging in outside  
2104 activity in order to increase the employee's professional reputation, service to the community, or income,  
2105 subject to the conditions stated herein.

2106  
2107 19.2 Definitions.

2108 A. "Outside Activity" shall mean any private practice, private consulting, additional teaching  
2109 or research, or other activity, compensated or uncompensated, which is not part of the employee's  
2110 assigned duties and for which the University has provided no compensation.

2111 B. "Conflict of Interest" shall mean

2112 (1). any conflict between the private interests of the employee and the public interests of the  
2113 University or the University Board of Trustees, including conflicts of interest specified under  
2114 Florida Statutes; or

2115 (2). any activity which interferes with the full performance of the employee's professional or  
2116 institutional responsibilities or obligations.  
2117

2118 19.3 Conflicts of Interest Prohibited. Conflicts of interest, including those arising from University or  
2119 outside activities, are prohibited. Employees are responsible for resolving such conflicts of interest,  
2120 working in conjunction with their supervisors and other University officials.  
2121

2122 19.4 Report of Outside Activity.

2123 A. An employee who proposes to engage in any outside activity which the employee should  
2124 reasonably conclude may create a conflict of interest, or in any outside compensated professional  
2125 activity, shall report to the employee's supervisor, in writing, the details of such proposed activity prior to  
2126 engaging therein.

2127 B. The report, as described in Article 19.4(A) shall include where applicable, the name of the  
2128 employer or other recipient of services; the funding source; the location where such activity shall be  
2129 performed; the nature and extent of the activity; and any intended use of university facilities, equipment,  
2130 or services.

2131 C. A new report shall be submitted for outside activity previously reported at:

2132 (1). the beginning of each academic year for outside activity of a continuing nature; and

2133 (2). such time as there is a significant change in an activity (nature, extent, funding, etc.)

2134 D. The reporting provisions of this section shall not apply to activities performed wholly  
2135 during a period in which the employee has no appointment with the University.

2136 E. Any outside activity which falls under the provisions of this Article and in which the  
2137 employee is currently engaged but has not previously reported, shall be reported within sixty (60) days  
2138 of the execution of this Agreement and shall conform to the provisions of this Article.  
2139

2140 19.5 Grievance Procedure.

2141  
2142 A. In the event the proposed outside activity is determined to constitute a conflict of  
2143 interest, and the employee disagrees with that determination, the employee may file a grievance  
2144 under the grievance procedure contained in Article 20, Grievance Procedure and Arbitration.

2145 B. The employee may engage in such outside activity pending a resolution of the matter  
2146 pursuant to Article 19.5(A) above.

2147 C. If the resolution of the matter is that there is a conflict of interest, the employee shall  
2148 cease such activity immediately and may be required to turn over to the University all or part of  
2149 compensation earned therefrom.  
2150

2151 19.6 Use of University Resources. An employee engaging in any outside activity shall not use the  
2152 facilities, equipment, or services of the University in connection with such outside activity without prior  
2153 approval of the President or representative. Approval for the use of university facilities, equipment, or  
2154 services shall be requested on a university form designated for that purpose and may be conditioned  
2155 upon reimbursement for the use thereof.  
2156

2157 19.7 No University Affiliation. An employee engaging in outside activity shall take reasonable  
2158 precautions to ensure that the outside employer or other recipient of services understands that the  
2159 employee is engaging in such outside activity as a private citizen and not as an employee, agent, or  
2160 spokesperson of the University.  
2161  
2162

## Article 20 - Grievance Procedure and Arbitration

2163  
2164  
2165 20.1 Purpose. The parties encourage the informal resolution of grievances whenever possible. The  
2166 purpose of this procedure is to promote prompt and efficient resolution of grievances. This procedure  
2167 shall be the sole and exclusive method for resolving grievances.

2168  
2169 20.2 Definitions. As used herein:

2170 A. "Grievance" shall mean a dispute filed on the appropriate grievance form (attached to this  
2171 procedure) concerning the interpretation or application of a specific term or provision of the Collective  
2172 Bargaining Agreement, subject to those exclusions appearing in other articles of the agreement. The  
2173 parties agree that counsels do not constitute disciplinary action. Further, since the parties do not intend  
2174 that this grievance procedure be a device for appellate review, the University's response to a  
2175 recommendation of a hearing officer or other individual or group having appropriate jurisdiction in any  
2176 other procedure shall not be an act or omission giving rise to a grievance under this procedure.

2177 B. "Grievant" shall mean UFF, a member of the bargaining unit, or group of members of the  
2178 bargaining unit who has/have filed a grievance in a dispute over a provision of the Collective Bargaining  
2179 Agreement. The UFF may file a grievance in a dispute over a provision of this Agreement which confers  
2180 rights upon the UFF. Where several employees have essentially the same grievance, the parties may  
2181 agree to consolidate the grievances. Where the parties agree to consolidation one grievance form may  
2182 be attached bearing the signature of the grievant. A separate mutual agreement must be obtained to  
2183 maintain the grievances as consolidated at each step of the grievance and arbitration process.

2184 C. Grievance Form Requirements. Each grievance, request for review and notice of  
2185 arbitration must be submitted in writing on the appropriate grievance form (attached to this procedure)  
2186 and shall be signed by the grievant. If there is difficulty in meeting any time limit, the UFF representative  
2187 may sign such documents for the grievant; however, grievant's signature shall be provided prior to the  
2188 Step 2 meeting. All grievance forms shall be dated when the grievance is received by the University.  
2189 The grievance forms may be filed by facsimile, United States mail, or any other recognized means of  
2190 delivery, excluding electronic mail.

2191  
2192 20.3 Resort to Other Procedures. It is the intent of the parties to first provide a reasonable opportunity  
2193 for resolution of a dispute through the grievance procedure and arbitration process. If prior to seeking  
2194 resolution of a dispute by filing a grievance hereunder, or while the grievance proceeding is in progress,  
2195 the grievant requests, in writing, resolution of the matter in any other forum, whether administrative or  
2196 judicial, the University shall have no obligation to entertain or proceed further with the grievance under  
2197 this grievance procedure. As an exception to this provision, a grievant may file a federal EEOC charge  
2198 while the grievance is in progress when such filing becomes necessary to meet federal filing deadlines  
2199 pursuant to 42 U.S.C. section 2000e et seq.

2200  
2201 20.4 Burden of Proof. In all grievances except disciplinary grievances, the burden of proof shall be on  
2202 the employee. In disciplinary grievances, the burden of proof shall be on the University.

2203  
2204 20.5 Representation. The UFF shall have the exclusive right to represent any employee in a grievance  
2205 filed hereunder, unless an employee elects self-representation or to be represented by legal counsel. If  
2206 an employee elects not to be represented by the UFF, the University shall promptly inform the UFF in  
2207 writing of the grievance. No resolution of any individually processed grievance shall be inconsistent with  
2208 the terms of this Agreement and for this purpose the UFF shall have the right to have an observer present  
2209 at all meetings called for the purpose of discussing such grievance and shall be sent copies of all  
2210 decisions at the same time as they are sent to other parties.

2211  
2212 20.6 Identification of Grievance Representatives. UFF shall annually provide to the University a list of  
2213 all persons authorized to act as UFF grievance representatives and shall update the list as needed.

2214  
2215 20.7 Duties of Grievance Representatives and Grievant.

2216 A. The UFF grievance representative shall have the responsibility to meet all classes, office  
2217 hours, and other duties and responsibilities incidental to the assigned workload. Some of these activities

2218 are scheduled to be performed at particular times. Such representative shall have the right during times  
2219 outside of those hours scheduled for these activities to investigate, consult, and prepare grievance  
2220 presentations and attend grievance hearings and meetings. Should any hearings or meetings  
2221 necessitate rescheduling of assigned duties, the representative may, with the approval of the  
2222 appropriate administrator, arrange for the rescheduling of such duties or their coverage by colleagues.  
2223 Such approval shall not be unreasonably withheld.

2224 B. Prior to participation in any grievance proceedings, conferences, or meetings, the grievant  
2225 shall make arrangements acceptable to the appropriate supervisor for the performance of the grievant's  
2226 duties. Approval of such arrangements shall not be unreasonably withheld. Time spent in such activities  
2227 outside regular working hours shall not be counted as time worked.

2228 C. When an employee participates during working hours in an arbitration proceeding or in a  
2229 grievance meeting between the grievant or representative and the University, that employee's  
2230 compensation shall neither be reduced nor increased for time spent in those activities.

2231

## 2232 20.8 Formal Grievance Procedure.

2233 A. Filing.

2234 (1). A grievance shall be filed with the designated university representative at Step 1 within  
2235 thirty (30) days following the act or omission giving rise thereto, or the date on which the  
2236 grievant knew or reasonably should have known of such act or omission if that date is later.  
2237 The expiration of the thirty-day period shall be evidenced by a receipt executed by the office  
2238 receiving the grievance, or by the date of mailing as determined by the postmark. The grievance  
2239 may be amended one time, prior to the Step 2 meeting.

2240 (2). The filing of a grievance constitutes a waiver of any rights to judicial review of agency  
2241 action pursuant to Chapter 120, Florida Statutes, or to the review of such actions under  
2242 university procedures which may otherwise be available to address such matters. This  
2243 grievance procedure shall be the sole review mechanism for resolving disputes regarding rights  
2244 or benefits provided exclusively by the Collective Bargaining Agreement. Only those acts or  
2245 omissions and sections of the Collective Bargaining Agreement identified at the initial filing or  
2246 as amended in one (1) above may be considered at subsequent steps.

2247 (3). The grievant may seek redress of alleged salary discrimination by filing a grievance under  
2248 the provisions of this article. An act or omission giving rise to such a grievance may be the  
2249 employee's receipt (including the posting of an employee's salary warrant or pay 'stub' to the  
2250 GEMS website for those employees who receive their pay by direct deposit) of the employee's  
2251 salary warrant for the first full-pay period in which the annual salary increases referenced in the  
2252 article concerning salary are reflected.

2253 B. Time Limits. All time limits may be extended by mutual agreement of the parties. Upon  
2254 failure of the University to provide a decision within the time limits provided in this Article, the grievant or  
2255 the UFF, where appropriate, may appeal to the next step. Upon the failure of the grievant or the UFF,  
2256 where appropriate, to file an appeal within the time limits provided in this Article, the grievance shall be  
2257 deemed to have been resolved by the decision at the prior step.

2258 C. Step 1. All grievances shall be placed in informal resolution status for thirty (30) days  
2259 unless both the University and UFF agree otherwise. During the informal resolution period efforts to  
2260 resolve the grievance informally shall be made. Additional extensions may be granted upon mutual  
2261 agreement. Upon request of the grievant or grievant's representative, the University representative shall,  
2262 during the informal resolution period(s), arrange an informal meeting between the appropriate  
2263 administrator and the grievant. The grievant shall have the right to representation by the UFF during  
2264 attempts at informal resolution of the grievance. If the grievance is not satisfactorily resolved during the  
2265 initial informal resolution period, the grievant may give written notice requesting Step 2 review within  
2266 seven (7) days from the expiration of the initial Step 1 period. If the grievant does not request a Step 2  
2267 review within seven (7) days from the expiration of the initial informal resolution period or if any  
2268 extension of that period expires without the grievant filing a request for Step 2 review, the grievance  
2269 shall be deemed informally resolved to the grievant's satisfaction and need not be processed further.  
2270 The expiration of the seven (7) day period shall be evidenced by a receipt executed by the office  
2271 receiving the request for Step 2 review, or by the date of mailing as determined by the postmark.

2272 D. Step 2.

2273 (1). Meeting. The designated University representative and the grievant and/or the grievant's  
2274 representative shall agree to meet within fifteen (15) days following receipt of the written notice  
2275 requesting Step 2 review. At the Step 2 meeting, the grievant shall have the right to present any  
2276 evidence in support of the grievance, and the grievant and/or the grievant's representative or  
2277 the grievant's legal counsel (if selected pursuant to 20.5. Representation) and the designated  
2278 university representative shall discuss the grievance.

2279 (2). Decision. The designated University representative shall issue a written decision, stating the  
2280 reasons therefore, to grievant's Step 2 representative within thirty (30) days following the  
2281 conclusion of the meeting. The expiration of the thirty-day period shall be evidenced by a  
2282 receipt executed by the office receiving the grievance, or by the date of mailing as determined  
2283 by the postmark. A copy of the decision shall be sent to the grievant, to the grievant's  
2284 representative and to UFF if grievant elected self-representation or representation by legal  
2285 counsel.

2286 (3). Documents. All documents referred to in the Step 2 decision and any additional documents  
2287 presented by the grievant shall be attached to the decision, together with a list of these  
2288 documents. In advance of the Step 2 meeting, the grievant shall have the right, upon written  
2289 request, to a copy of any identifiable documents relevant to the grievance.

2290 E. Step 3 Arbitration.

2291 (1). Filing. If the grievance has not been satisfactorily resolved at Step 2, UFF may, upon the  
2292 request of the grievant, proceed to arbitration by filing a written notice of the intent to do so.  
2293 Notice of intent to proceed to arbitration must be filed with the designated University  
2294 representative within thirty (30) days after receipt of the Step 2 decision by grievant's Step 2  
2295 representative and shall be signed by the grievant and the UFF President or representative.  
2296 The expiration of the thirty-day period shall be evidenced by a receipt executed by the office  
2297 receiving the grievance, or by the date of mailing as determined by the postmark. The grievance  
2298 may be withdrawn at any time by the grievant or by the UFF President or representative at any  
2299 point prior to issuance of the arbitrator's decision. The parties shall stipulate to the issue(s)  
2300 prior to the arbitration. In the event a stipulation is not reached, the parties shall proceed to a  
2301 hearing on arbitrability as described in Article 20.8(E)(4) below.

2302 (2). Selection of Arbitrator. Once a grievance is escalated to Arbitration, the parties may  
2303 prefer to mutually agree on an Arbitrator. Otherwise, the moving party shall file a  
2304 request with the Federal Mediation and Conciliation Service (FMCS) for a panel of  
2305 Arbitrators. Within fourteen (14) days after receipt of the panel representatives of the University  
2306 and UFF shall meet for the purpose of selecting an arbitrator from the Panel. Selection shall  
2307 be by mutual agreement or by alternately striking names from the Arbitration Panel list until one  
2308 name remains. The right of the first choice to strike from the list shall be determined by the flip  
2309 of a coin The arbitration shall be held within sixty days following the selection of the Arbitrator,  
2310 except as mutually agreed to by the parties.

2311 (3). Authority of the Arbitrator.

2312 a. The arbitrator shall neither add to, subtract from, modify, nor alter the terms or  
2313 provisions of the Collective Bargaining Agreement. The arbitrator's decision shall be confined  
2314 solely to the application and/or interpretation of the Collective Bargaining Agreement and the  
2315 precise issue(s) submitted for arbitration. The arbitrator shall refrain from issuing any statements  
2316 of opinion or conclusions not essential to the determination of the issues submitted.

2317 b. Where an administrator has made a judgment involving the exercise of discretion, such as  
2318 decisions regarding tenure or promotion, the arbitrator shall not substitute the arbitrator's  
2319 judgment for that of the administrator. Nor shall the arbitrator review such decision except for the  
2320 purpose of determining whether the decision has violated the Collective Bargaining Agreement.  
2321 If the arbitrator determines that the Collective Bargaining Agreement has been violated, the  
2322 arbitrator shall direct the University to take appropriate action. An arbitrator may award back  
2323 salary where the arbitrator determines that the employee is not receiving the appropriate  
2324

2325 salary from the University, but the arbitrator may not award other monetary damages or  
2326 penalties. If notice that further employment will not be offered is not given on time, the arbitrator  
2327 may direct the University to renew the appointment only upon a finding that no other remedy is  
2328 adequate, and that the notice was given so late that (a) the employee was deprived of  
2329 reasonable opportunity to seek other employment, or (b) the employee actually rejected an  
2330 offer of comparable employment which the employee otherwise would have accepted.

2331 c. An arbitrator's decision awarding employment beyond the sixth year shall not entitle the  
2332 employee to tenure. In such cases the employee shall serve during the seventh year without  
2333 further right to notice that the employee will not be offered employment thereafter. If an employee  
2334 is reappointed at the direction of an arbitrator, the President or representative may reassign the  
2335 employee during such reappointment.

2336 (4) Arbitrability. Issues of arbitrability shall be bifurcated from the substantive issue(s) and,  
2337 whenever possible, determined by means of a hearing conducted by conference call. The  
2338 arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the  
2339 issue is judged to be arbitrable, an arbitrator shall then be selected to hear the substantive  
2340 issue(s).

2341 (5). Conduct of Hearing. The arbitrator shall hold the hearing in Tampa, Florida, unless otherwise  
2342 agreed by the parties. The hearing shall commence within twenty-five (25) days of the arbitrator's  
2343 acceptance of selection, or as soon thereafter as is practicable, and the arbitrator shall issue the  
2344 decision within forty-five (45) days of the close of the hearing or the submission of briefs,  
2345 whichever is later, unless additional time is agreed to by the parties. The decision shall be in  
2346 writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted.  
2347 Except as expressly specified in this procedure, the provisions of the Florida Arbitration Code,  
2348 Chapter 682, Florida Statutes, shall not apply. Except as modified by the provisions of the  
2349 Collective Bargaining Agreement, arbitration proceedings shall be conducted in accordance with  
2350 the rules and procedures of the American Arbitration Association.

2351 (6). Effect of Decision. The decision or award of the arbitrator shall be final and binding upon  
2352 the University, the UFF, and the grievant, provided that either party may appeal to an appropriate  
2353 court of law a decision that was rendered by the arbitrator acting outside of or beyond the  
2354 arbitrator's jurisdiction, pursuant to Section 682.13, Florida Statutes.

2355 (7). Venue. For purposes of venue in any judicial review of an arbitrator's decision issued under  
2356 this agreement, the parties agree that such an appeal shall be filed in the courts in Hillsborough  
2357 County, Florida, unless both parties specifically agree otherwise in a particular instance.

2358 (8). Fees and Expenses. All fees and expenses of the arbitrator shall be divided equally  
2359 between the parties. Each party shall bear the cost of preparing and presenting its own case.  
2360 The party desiring a transcript of the arbitration proceedings shall provide written notice to the  
2361 other party of its intention to have a transcript of the arbitration made at least one week prior to  
2362 the date of the arbitration. The party desiring such transcript shall be responsible for scheduling a  
2363 court reporter to record the proceedings and shall be solely responsible for the appearance fees  
2364 of the court reporter and the cost of any transcripts of the proceedings which that party may  
2365 order. The requesting party shall, at its expense, photocopy the copy of the transcript received  
2366 from the reporter and deliver the photocopy to the other party within five days after receiving  
2367 the copy of the transcript from the reporter.

2368 (9). Retroactivity. An arbitrator's award may or may not be retroactive as the equities of each  
2369 case may demand, but in no case shall an award be retroactive to a date earlier than thirty (30)  
2370 days prior to the date the grievance was initially filed.

2371  
2372 20.9 Filings and Notification. All documents related to grievances required or permitted to be issued or  
2373 filed may be transmitted by United States mail, email, or other recognized delivery service as described in  
2374 Article 3.2C. In the event that any action falls due on a Saturday, Sunday, or holiday (as defined in this  
2375 Agreement), the action will be considered timely if it is accomplished by 5:00 P.M. on the following business  
2376 day.

2377  
2378 20.10 Precedent. No complaint informally resolved, or grievance resolved at either Step 1 or 2, shall

2379 constitute a precedent for any purpose unless agreed to in writing by the President of the University and  
2380 the UFF acting through its President or representative.

2381  
2382 20.11 Processing.

2383 A. The filing or pendency of any grievance or arbitration proceedings under this procedure  
2384 shall not operate to impede, preclude, or delay the University from taking the action complained of.  
2385 Reasonable efforts, including the shortening of time limits when practical, shall be made to conclude the  
2386 processing of a grievance prior to the expiration of the grievant's employment, whether by termination or  
2387 non-reappointment. An employee with a pending grievance will not continue to be compensated beyond  
2388 the last date of employment.

2389 B. The University may refuse consideration of a grievance not filed or processed in  
2390 accordance with this procedure.

2391  
2392 20.12 Reprisal. No reprisal of any kind will be made by the University, or UFF against any grievant, any  
2393 witness, any UFF representative, or any other participant in the grievance procedure by reason of such  
2394 participation.

2395 20.13 Records. All written materials pertinent to a grievance shall be filed separately from the evaluation  
2396 file of the grievant or witnesses, except decisions resulting from arbitration or settlement.

2397  
2398 20.14 Inactive Grievances. A grievance which has been filed at Step 3 and on which no action has been  
2399 taken by the grievant or UFF for ninety (90) days shall be deemed withdrawn and resolved in accordance  
2400 with the decision issued at the prior Step.

2401  
2402 20.15 Non-Binding Mediation. At any point during the grievance process, the parties may elect, by mutual  
2403 written agreement, to participate in non-binding mediation concerning the grievance. The parties may utilize  
2404 the Federal Mediation and Conciliation Service (hereafter "FMCS"), but it is not required. If the parties  
2405 choose to participate in non-binding mediation through a mutual written agreement, then the grievance  
2406 timelines contained herein shall be suspended, pending the outcome of mediation, from the date of the  
2407 signed written agreement of the parties to pursue non-binding mediation. Should mediation successfully  
2408 resolve the grievance, where confirmed by both parties in writing, the grievance shall be deemed closed.  
2409 Should mediation not successfully resolve the grievance, which shall be documented in writing by both  
2410 parties, the suspension of the timelines of the grievance shall be dissolved and the grievance process shall  
2411 proceed as detailed herein.

2412

2413

## Article 21 - Other Employee Rights

2414

2415 21.1 Professional Meetings. Employees should be encouraged to and may, with the approval of the  
2416 supervisor, attend professional meetings, conferences, and activities. Subject to the availability of funds,  
2417 the employee's expenses in connection with such meetings, conferences, or activities shall be reimbursed  
2418 in accordance with the applicable provisions of State law and university rules.

2419

2420 21.2 Office Space. Each employee shall be provided with office space which may be on a shared  
2421 basis. The parties recognize the desirability of providing each employee with enclosed office space with a  
2422 door lock, office equipment commensurate with assigned responsibilities, and ready access to a  
2423 telephone. Each employee shall, consistent with building security, have reasonable access to the  
2424 employee's office space and laboratories, studios, music rooms, and the like used in connection with  
2425 assigned responsibilities; this provision may require that campus security provide access on an individual  
2426 basis. Before an employee's office location is changed, or before there is a substantial alteration to an  
2427 employee's office to a degree that impedes the employee's work effectiveness, the affected employee  
2428 shall be notified, if practicable, at least one (1) month prior to such change.

2429

2430 21.3 Safe Conditions. Whenever an employee reports a condition which the employee feels represents  
2431 a violation of safety or health rules and regulations or which is an unreasonable hazard to persons or  
2432 property, such conditions shall be promptly investigated. The appropriate administrator shall reply to the  
2433 concern, in writing, if the employee's concern is communicated in writing.

2434

- 2435 21.4 Limitation on Personal Liability.
- 2436 A. In the event an employee is sued for an act, event, or omission which may fall within the  
2437 scope of Section 768.28, Florida Statutes, the employee should notify the General Counsel's office as  
2438 soon as possible after receipt of the summons commencing the action in order that the University may  
2439 fulfill its obligation. Failure to notify the employer promptly may affect the rights of the parties.
- 2440 B. For information purposes, the following pertinent language of Section 768.28(9), Florida  
2441 Statutes, is reproduced herein.
- 2442 No officer, employee, or agent of the State or its sub-divisions shall be held personally liable in tort for  
2443 any injuries or damages suffered as a result of any act, event or omission of action in the scope of his  
2444 employment or function unless such officer, employee or agent acted in bad faith or with malicious  
2445 purpose or in a manner exhibiting wanton or willful disregard of human rights, safety or property.
- 2446 21.5 Travel Advances. The University will, to the extent permitted by State law and rule, provide travel  
2447 advances, upon request, of up to eighty (80) percent of budgeted expenses for authorized travel of longer  
2448 than five (5) consecutive days.
- 2449
- 2450 21.6 Working Papers Rights. Consistent with law and the provisions of this agreement, and the  
2451 legitimate interests of the University, employees shall have the right to control of their personal  
2452 correspondence, notes, raw data, and other working papers.
- 2453
- 2454 21.7 Protection for Whistleblowers. Employees are notified that Section 112.3187, Florida Statutes,  
2455 provides protection to whistleblowers and delineates their rights and responsibilities.

## 2456 **Article 22 - Professional Development Program and Sabbaticals**

- 2457
- 2458 22.1 Professional Development Leave.
- 2459 A. Policy. Professional development leave shall be made available to employees who meet the  
2460 requirements set forth below. Such leaves are granted to increase an employee's value to the University  
2461 through enhanced opportunities for professional renewal, educational travel, study, formal education,  
2462 research, writing, or other experience of professional value, not as a reward for service.
- 2463
- 2464 B. Types of Professional Development Leave. Each year, the University or its representatives will  
2465 make available at least one (1) professional development leave at full-pay for one (1) semester or its  
2466 equivalent (for example, leave at half-pay for two (2) semesters), for each twenty (20) eligible employees,  
2467 subject to the conditions set forth below.
- 2468
- 2469 C. Eligibility for Professional Development Leave. Full-time employees with three (3) or more  
2470 years of service shall be eligible for professional development leaves, except those employees who are  
2471 serving in tenure-earning or tenured positions. An employee who is compensated through a contract or  
2472 grant may receive a professional development leave only if the contract or grant allows for such leaves  
2473 and the employee meets all other eligibility requirements. Eligible employees shall be notified annually  
regarding eligibility requirements and application deadlines.
- 2474
- 2475 D. Application and Selection.
- 2476 (1). Application for professional development leave shall contain an appropriate outline of  
the project or work to be accomplished during the leave.
- 2477
- 2478 (2). The University or its representative shall select applicants when the university  
2479 believes that completion of the project or work would improve the productivity of the department  
2480 or function of which the employee is a part. Criteria for selection of professional development  
leave applicants shall be specified by the University and made available to eligible employees.
- 2481
- 2482 (3). No more than one (1) employee in each department/unit need be granted leave at  
the same time.
- 2483
- 2484 E. Terms of Professional Development Leave.
- (1). The employee must return to university employment for at least one (1) academic year

2485 following the conclusion of such leave. Agreements to the contrary must be reduced to writing  
2486 prior to participation. Return to the University of salary received during the program may be  
2487 required in those instances where neither of the above is satisfied.

2488 (2). An employee who fails to spend the time as stated in the application shall reimburse  
2489 the University for the salary received during such leave.

2490 (3). Employees shall not normally be eligible for a second professional development  
2491 leave until three (3) years of continuous service are completed following the previous leave.

2492 (4). The employee must provide a brief written report of the employee's accomplishments  
2493 during the professional development leave to the President or representative upon return to the  
2494 University.

2495 (5). Contributions normally made by the University to retirement and Social Security  
2496 programs shall be continued on a basis proportional to the salary received. University  
2497 contributions normally made to employee insurance programs and any other employee benefit  
2498 programs shall be continued during the professional development leave.

2499 (6). Eligible employees shall continue to accrue annual and sick leave on a full-time basis  
2500 during the professional development leave.

2501 (7). While on leave, an employee shall be permitted to receive funds for travel and living  
2502 expenses, and other professional development leave-related expenses, from sources other than  
2503 the University such as fellowships, grants-in-aid, and contracts and grants, to assist in  
2504 accomplishing the purposes of the professional development leave. Receipt of funds for such  
2505 purposes shall not result in reduction of the employee's university salary. Grants for such financial  
2506 assistance from other sources may, but need not, be administered through the university. If  
2507 financial assistance is received in the form of salary, the university salary shall normally be reduced  
2508 by the amount necessary to bring the total income of the professional development leave period to  
2509 a level comparable to the employee's current year salary rate. Employment unrelated to the  
2510 purpose of the professional development leave is governed by the provisions of Article 20, Conflict  
2511 of Interest And Outside Activity.

## 2512 2513 22.2 Other Study Leave.

2514 A. Job-Required. An employee required to take academic course work as part of assigned duties  
2515 shall not be required to charge time spent attending classes during the work day to accrued leave.

2516 B. Job-Related. An employee may, at the discretion of the supervisor, be permitted to attend up  
2517 to six (6) credits of course work per semester during work, provided that:

2518 (1). The course work is directly related to the employee's professional responsibilities;

2519 (2). The supervisor determines that the absence will not interfere with the proper  
2520 operation of the work unit;

2521 (3). The supervisor believes that completion of the course work would improve the  
2522 productivity of the department or function of which the employee is a part; and

2523 (4). The employee's work schedule can be adjusted to accommodate such job-related  
2524 study without reduction in the total number of work hours required per pay period.

2525 C. Employees may, in accordance with this Article, use accrued annual leave for job-related  
2526 study.

## 2527 2528 22.3 Sabbaticals.

2529 A. Policy. Sabbaticals for professional development are to be made available to employees who meet  
2530 the requirements set forth below. Such sabbaticals are granted to increase an employee's value to the  
2531 University through enhanced opportunities for professional renewal, planned travel, study, formal  
2532 education, research, writing, or other experience of professional value, not as a reward for service.

2533 B. Types of Sabbaticals.  
2534

2535 (1). The University will make available to each employee whose application has been  
2536 reviewed by the University, a sabbatical for two (2) semesters (i.e., one (1) academic year) at  
2537 half-pay, subject to the conditions set forth below. The University may, with the approval of the  
2538 local UFF Chapter, provide sabbaticals that are equivalent to the two (2) semester half-pay  
2539 sabbaticals.

2540 (2). Each year, the University will make available at least one (1) sabbatical at full-pay for one  
2541 (1) semester for each twenty-five (25) eligible employees, subject to the conditions set forth below. The  
2542 University may, with the approval of the local UFF Chapter, provide sabbaticals that are equivalent to  
2543 the one (1) semester, full-pay sabbaticals.

2544 C. Eligibility for Sabbaticals. Faculty shall be eligible for the sabbaticals described in 22.3B (1), (2)  
2545 and (3) above as full-time tenured employees with at least six (6) years of full-time service. An  
2546 employee may apply for a sabbatical in the sixth year of full time service or the year following tenure,  
2547 whichever is later. An employee who is compensated through a contract or grant may receive a  
2548 sabbatical only if the contract or grant allows a sabbatical and the employee meets all other eligibility  
2549 requirements.

2550 D. Application and Selection.

2551 (1). Applications for sabbaticals shall be submitted in accordance with university procedures  
2552 established through the consultation process (Article 2). Each application shall include a statement  
2553 describing the program and activities to be followed while on sabbatical, the expected increase in  
2554 value of the employee to the University and the employee's academic discipline, specific results  
2555 anticipated from the leave, any anticipated supplementary income, and a statement that the applicant  
2556 agrees to comply with the conditions of the sabbatical program as described in Article 22.3(D)(3)  
2557 below.

2558 (2). Sabbaticals at half-pay shall be granted unless the University has determined that the  
2559 conditions set forth in this Section have not been met or that departmental/unit staffing considerations  
2560 preclude such sabbatical from being granted. In this latter instance, the employee shall be provided the  
2561 sabbatical the following year, or at a later time as agreed to by the employee and the University. The  
2562 period of postponement shall be credited for eligibility for a subsequent sabbatical.

2563 (3). Applications for one semester at full-pay sabbaticals must be evaluated and graded by the  
2564 faculty Sabbatical Committee on the quality of the research proposal. If the applicant has had a prior  
2565 one semester at full-pay sabbatical, then the current application must show what was produced during  
2566 the prior sabbatical and its benefits to the University and the employee. If there are more applicants  
2567 for one (1) semester sabbaticals at full-pay than available sabbaticals, the committee shall rank the  
2568 applicants. The committee shall be elected by and from among in-unit employees who have met the  
2569 initial first six years of eligibility for sabbatical leave as specified in Article 22.3(C) above. The  
2570 committee chairperson shall be selected by the President or representative. The committee, in ranking  
2571 the applicants, shall consider the benefits of the proposed program to the employee, the University  
2572 and the profession; an equitable distribution of sabbaticals among colleges, divisions, schools,  
2573 departments, and disciplines within the University; the length of time since the employee was relieved  
2574 of teaching duties for the purpose of research and other scholarly activities; and length of service since  
2575 previous sabbatical or initial appointment. The committee shall submit ranked lists of recommended  
2576 employees to the President or representative. The President or representative shall make  
2577 appointments from the lists and consult with the committee prior to an appointment that does not follow  
2578 the committee's rankings.

2579 (4). In order to accommodate the autonomous financial organizational structure, the University  
2580 may divide the committee into subcommittees where the members of each subcommittee evaluate and  
2581 rank applications from employees in a coherent organizational component of the University, as long as  
2582 competitive sabbatical opportunities are apportioned proportionately by eligible employees among the  
2583 organizational components assigned to each subcommittee.

2584 (5). No more than one (1) employee in a department/unit need be awarded a sabbatical at the  
2585 same time.

2586 E. Terms of Sabbatical Program.

2587 (1). While on sabbatical, the employee's salary shall be one half-pay for two (2) semesters

- 2588 (one (1) academic year) or full-pay for one semester.
- 2589 (2). The employee must return to the University for at least one (1) academic year  
 2590 following participation in the program. Agreements to the contrary must be reduced to  
 2591 writing prior to participation. Return to the University of salary received during the program  
 2592 may be required in those instances where neither of the above is satisfied.
- 2593 (3). The employee must, within thirty (30) days upon returning from the sabbatical, provide  
 2594 a concise written report of the employee's accomplishments during the sabbatical to the  
 2595 President or representative. This report shall include information regarding the activities  
 2596 undertaken during the sabbatical, the results accomplished during the sabbatical as they  
 2597 affect the employee and the University, and research or other scholarly work produced or  
 2598 expected to be produced as a result of the sabbatical.
- 2599 (4). Employees shall not normally be eligible to take another paid sabbatical until six (6)  
 2600 years of continuous service are completed following the prior sabbatical.
- 2601 (5). Contributions normally made by the University to retirement and Social Security  
 2602 programs shall be continued on a basis proportional to the salary received. University  
 2603 contributions normally made to employee insurance programs and any other employee  
 2604 benefit programs shall be continued during the sabbatical.
- 2605 (6). Eligible employees shall continue to accrue annual and sick leave on a full-time basis  
 2606 during the sabbatical.
- 2607 (7). While on leave, an employee shall be permitted to receive funds for travel and living  
 2608 expenses, and other sabbatical-related expenses, from sources other than the University  
 2609 such as fellowships, grants-in-aid, and contracts and grants, to assist in accomplishing the  
 2610 purposes of the sabbatical. Receipt of funds for such purposes shall not result in reduction  
 2611 of the employee's university salary. Faculty on one-half pay sabbaticals may receive salary  
 2612 from University grants or contracts at a level that would make total compensation no  
 2613 greater than the faculty member's full-time salary rate for the sabbatical period. In order for  
 2614 the faculty member to use grant or contract funds through the University to supplement  
 2615 salary while on sabbatical leave the following conditions must be met: (1) the nature of the  
 2616 grant/contract activity must be congruent with the proposed sabbatical activities and  
 2617 participation in the grant/contract activities must contribute to the accomplishment of the  
 2618 sabbatical objectives; (2) the granting/contracting agency must allow for such an  
 2619 arrangement; (3) gross salary drawn from the grant/contract during the sabbatical period  
 2620 cannot exceed one-half of the faculty member's gross USF salary for those on half-pay  
 2621 sabbaticals; (4) the faculty member must be named in the grant/contract and appear as a  
 2622 budgeted salary line item; and (5) the faculty member must submit a signed statement from  
 2623 the faculty member's chair/director or campus chief executive officer verifying that the  
 2624 above conditions have been satisfied, either as part of the sabbatical application or prior to  
 2625 taking the sabbatical as appropriate. If financial assistance is received in the form of salary,  
 2626 the University salary shall normally be reduced by the amount necessary to bring the total  
 2627 income of the sabbatical period to a level comparable to the employee's current year salary  
 2628 rate. Employment unrelated to the purpose of the sabbatical leave is governed by the  
 2629 provisions of Article 19, Conflict of Interest and Outside Activity.  
 2630

2631 22.4 Retraining. The University may, at its discretion, provide opportunities for retraining of employees when  
 2632 it is in the University's best interests. Such opportunities may be provided to employees who are laid off, to  
 2633 those who are reassigned, or in other appropriate circumstances. These retraining opportunities may include  
 2634 enrollment in tuition-free courses under the provisions of Article 24.7, and Sabbaticals or Professional  
 2635 Development Leaves under this Article.

2636  
 2637 **Article 23 - Salaries**  
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2639 23.1 Pay Plan. Ranked Faculty (Lecturers, Instructors, Assistant Professors, Associate Professors,  
 2640 Professors. and equivalent Librarian ranks); non-ranked faculty; and in-unit Administration employees:  
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A. 2021-2022 Merit Lump Sum Bonus

1. The University will provide a pool of funds to each department for a payment of Two-Thousand Dollars (\$2,000), which will be distributed on the date described in Section 23.1E as a one-time lump-sum performance based bonus payment to each eligible employee as defined in Section 23.1A2 and 23.1D2. Such bonus payment shall not be added to the base.
2. Eligible employees in Section 23.1A1 are those employees who meet the following criteria:
  - a) Are continuously employed as ranked faculty, non-ranked faculty, and in-unit administration employees prior to August 7, 2021 and through the date the bonus is paid; and
  - b) Have received a satisfactory and above (a minimum score on the most recent annual evaluation of at least 3.0 on a 5.0 point numerical rating scale). New hires with no evaluation are excluded from this pool as are employees with no evaluation on file within two academic years of full ratification. This pool shall be distributed at the department level.
  - c) Do not have any active performance improvement plans on records;
  - d) Are actively employed on the date the bonus is paid, and
  - e) Do not fall within Section 23.1D2.

B. 2022-23 Merit Base Increase

1. The University shall provide a pool of funds to each department for increases equal to three and one-half percent (3.5%) of the August 7, 2022, in-unit employee salary base to be distributed as set forth in Section 23.1E to all eligible in-unit employees as defined in Section 23.1A2(b) through (e), and in Section 23.1D.

C. 2023-2024 Merit Base Increase

1. The University shall provide a pool of funds to each department for increases equal to two percent (2%) of the August 7, 2023, in-unit employee salary base to be distributed to all eligible in-unit employees as defined in Section 23.1A2 (b) through (e), and in Section 23.1D.

D. Additional Eligibility Requirements.

1. To be eligible for the merit base increases set forth in Sections 23.1B1, and 23.1C1 employees must also have been continuously employed from on or before, August 7, 2022, and August 7, 2023, respectively, and must be employed on the date the increase is paid.

2. Employees who are on visiting appointments, temporary appointments or who have received notice of non-reappointment or dismissal or who have resigned with an effective date occurring prior to the effective date of the merit one-time lump sum bonus and merit base salary increases described in this Article are not eligible to receive the bonus and increases described in this Article.

E. Effective Dates.

The effective dates of the merit one-time lump sum bonus and merit base wage increases described in Sections 23.1A1, 23.1B1 and 23.1C1 shall be as soon as practicable, but no later than six (6) weeks after ratification by the Board of Trustees, and with respect to the merit base increases, no later than September 1, 2022, and September 1, 2023, respectively. The Board of Trustees will vote on ratification of this contract as soon as practicable, but no later than three (3) weeks after UFF ratifies it.

2699  
2700 23.2 Contract and Grant Funded Increases.  
2701  
2702 Employees on contracts or grants shall receive salary increases equivalent to similar employees on state  
2703 funding, provided that such salary increases are permitted by the terms of the contract or grant, the rules  
2704 of the funding agency, and adequate funds are available for this purpose in the contract or grant.  
2705  
2706 23.3 Type of Payment for Assigned Duties.  
2707  
2708 Employees shall be paid from salary dollars for all assigned duties up to the established FTE on the  
2709 position and from OPS dollars for assigned duties in excess of the established FTE on the position.  
2710 Employees on 9-month appointments shall be paid during the Summer Terms, if appointed, from salary  
2711 dollars up to 1.0 FTE if appointed in the home department/unit. Appointments in excess of 1.0 FTE shall  
2712 be paid from OPS dollars. Employees may be paid from OPS dollars for assignments outside employees'  
2713 home departments/units and for work on USF funded internal grant programs.  
2714  
2715 23.4 Salary Adjustments.  
2716  
2717 A. The University shall retain the authority to make salary adjustments for employees for extra compensation  
2718 and verified counteroffers and to make salary adjustments for market equity, including  
2719 compression/inversion. Also, the University shall retain the authority to enter into financial settlements  
2720 with employees in the settlement of grievances and lawsuits and other disputes. There is no total annual  
2721 limit on the expenditures in the cases listed above. In addition, the University retains the authority to make  
2722 salary adjustments and to provide cash bonuses for special achievements and to develop and implement  
2723 plans to provide additional base salary or lump sum increases for excellence in research, teaching, service  
2724 and other assigned duties so long as the total expenditures do not exceed 1.0% of the August 7in-unit  
2725 employee salary base of the year adjustments are made. In addition, any remaining discretionary  
2726 expenditure authority based on the prior in-unit salary base shall be added to the 1.0% discretionary  
2727 base described above.  
  
2728 B. Employees in the College of Nursing who are participants in any practice plan or group developed by the  
2729 College will be eligible to receive bonuses or additional types of extra compensation paid entirely from  
2730 clinical revenue. Payments made from clinical revenue are not subject to any caps outlined in this  
2731 Agreement.  
2732  
2733 23.5 Report to Employees.  
2734  
2735 All employees shall receive notice of their salary increases through their University email account prior to  
2736 the implementation of the salary increases described in this Article. Upon written request, an employee  
2737 shall have the opportunity to consult with the person or committee which makes the initial and final  
2738 recommendation for salary increases.  
2739  
2740 23.6 Report to UFF.  
2741  
2742 Written reports shall be provided without cost by USF to the UFF indicating all salary and compensation  
2743 adjustments and bonuses made on a quarterly basis pursuant to Articles 8.4D, 23.1A1, 23.1B1, 23.1C1,  
2744 and 23.4A by amount, nature of adjustment, name, rank department and college. The information shall  
2745 be provided no later than sixty (60) business days following the close of a quarter.  
2746  
2747 23.7 Salary Equity Study.  
2748  
2749 The University will study salary equity and develop a program to address salary equity issues. Program details  
2750 shall be determined by the University. The Union may request consultation on program details.  
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## Article 24 - Benefits

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2756 24.1 Benefits Improvements. The University and UFF support legislation to provide adequate and  
2757 affordable health insurance to all employees.

2758

2759 24.2 Part-Time Employees. Part-time employees, except those in positions funded from temporary  
2760 "Other Personal Services funds", are entitled to employer-funded benefits under the provisions of State  
2761 law and the rules of the Department of Management Services and the Division of Retirement. Part-time  
2762 employees should contact the Human Resources office on their campus to determine the nature and  
2763 extent of the benefits for which they are eligible.

2764

2765 24.3 Retirement Credit. Retirement credit for employees who are authorized to take uncompensated or  
2766 partially compensated leaves of absence shall be granted in accordance with State law and the rules of  
2767 the Division of Retirement as they may exist at the time leave is granted. The current Florida Retirement  
2768 System rules also require that to receive full retirement credit, the employee on uncompensated or  
2769 partially compensated leave must make payment of the retirement contribution that would otherwise be  
2770 made by the University, plus interest, if applicable. Employees who are to take such a leave of absence  
2771 should contact the Human Resources office on their campus for complete information prior to taking the  
2772 leave.

2773

2774 24.4 Benefits for Retired Employees.

2775 Employees retired from the University shall be eligible, upon request, and on the same basis as other  
2776 employees, subject to University policies, to receive the following benefits from the University:

2777

(1). Retired employee identification cards;

2778

(2). Use of the University library (i.e., public rooms, lending and research service);

2779

(3). Listing in the University directory;

2780

(4). Placement on designated University mailing lists;

2781

(5). A University parking decal;

2782

(6). Use of University recreational facilities (retired employees may be charged fees different  
2783 from those charged to other employees for the use of such facilities);

2784

(7). The right to enroll in courses without payment of fees in accordance with the provisions of  
2785 Section 1009.26(4), Florida Statutes;

2786

(8). A mailbox in the department/unit from which the employee retired, subject to space  
2787 availability; and

2788

(9). University e-mail address.

2789

2790 24.5 Optional Retirement Program.

2791 A. An Optional Retirement Program is provided for employees who are employed for no less  
2792 than one academic year in accordance with Florida Statutes and applicable rules of the Division of  
2793 Retirement.

2794

B. The parties agree to inform eligible employees regarding the existence of the Optional  
2795 Retirement Program.

2796

C. If the UFF is concerned with the performance of any aspect of the Optional Retirement  
2797 Program, whether administered by the University or State agency, the UFF has a right to consult with  
2798 the University regarding such concern. As a result of such consultation, the parties may agree to an  
2799 approach to address the concern if it lies outside the University's statutory authority.

2800

2801 24.6 Phased Retirement Program.

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A. Eligibility.

2803

(1). Employees who have accrued at least six (6) years of creditable service in the Florida or

2804 Teachers Retirement System (FRS, TRS) or Optional Retirement Program (ORP), except those  
2805 employees referenced in Article 24.6(A)(2), are eligible to participate in the Phased Retirement  
2806 Program. Such eligibility shall expire on the employee's 63rd birthday. Employees who decide  
2807 to participate must provide written notice to the University of such decision prior to the expiration  
2808 of their eligibility, or thereafter forfeit such eligibility. Employees who choose to participate  
2809 must retire with an effective date not later than 180 days, nor less than ninety (90) days, after  
2810 they submit such written notice, except that when the end of this 180 day period falls within a  
2811 semester, the period may be extended to no later than the beginning of the subsequent term  
2812 (semester or summer, as appropriate).

2813 (2). Employees not eligible to participate in the Phased Retirement Program include those who  
2814 have received notice of non-reappointment, layoff, or termination and those who participate in  
2815 the State's Deferred Retirement Option Program (DROP).

2816 B. Program Provisions.

2817 (1). All participants must retire and thereby relinquish all rights to tenure as described in Article  
2818 15, Tenure, except as stated otherwise in this Article. Participants' retirement benefits shall be  
2819 determined as provided under Florida Statutes and the rules of the Division of Retirement.

2820 (2). Payment for Unused Leave. Participants shall, upon retirement, receive payment for any  
2821 unused annual leave and sick leave to which they are entitled.

2822 (3). Re-employment.

2823 a. Prior to re-employment, participants in the Phased Retirement Program must remain off the  
2824 University payroll for one (1) calendar month following the effective date of retirement in order  
2825 to validate their retirement, as required by the Florida Division of Retirement. Participants must  
2826 comply with the re-employment limitations that apply to the second through twelfth month of  
2827 retirement, pursuant to the provisions of either the Florida Retirement System (which includes  
2828 ORP) or the Teachers Retirement System, as appropriate.

2829 b. Participants shall be offered re-employment, in writing, by the University under a temporary  
2830 contract (NOTE: exceptions to this provision are described in Article 24.6(B)(13) below) for  
2831 one-half of the academic year, however, the University and employee may agree to less than  
2832 one-half of the academic year. The written re-employment offer shall contain the text of Article  
2833 24.6(B)(3)d below.

2834 c. Compensation during the period of re-employment shall be at a salary proportional to the  
2835 participant's salary prior to retirement, including an amount comparable to the pre-retirement  
2836 employer contribution for health and life insurance and an allowance for any taxes associated with  
2837 this amount. The assignment shall be scheduled within one (1) semester unless the participant  
2838 and the University agree otherwise, beginning with the academic year next following the date of  
2839 retirement and subject to the condition outlined in Article 24.6(B)(3)a above.

2840 d. Participants shall notify the University in writing regarding acceptance or rejection of an  
2841 offer of re-employment not later than thirty (30) days after the employee's receipt of the written re-  
2842 employment offer. Failure to notify the University regarding re-employment may result in the  
2843 employee's forfeiting re-employment for that academic year.

2844 (4). Leave for Illness/Injury.

2845 a. Each participant shall be credited with five (5) days of leave with pay at the beginning of each  
2846 full-time semester appointment. For less than full-time appointments, the leave shall be credited  
2847 on a pro-rata basis with the assigned FTE. This leave is to be used in increments of not less than  
2848 four (4) hours ( $\frac{1}{2}$  day) when the participant is unable to perform assigned duties as a result of  
2849 illness or injury of the participant or a member of the participant's immediate family. For the  
2850 purposes of this Section, immediate family shall include the participant's spouse, mother,  
2851 father, brother, sister, natural, adopted, or step child, or other relative living in the participant's  
2852 household.

2853 b. Such leave may be accumulated; however, upon termination of the post-retirement re-  
2854 employment period, the participant shall not be reimbursed for unused leave.

2855 (5). Personal Non-Medical Leave.

2856 a. Each participant who was on a twelve (12) month appointment upon entering the Phased  
2857 Retirement Program and whose assignment during the period of re-employment is the same as  
2858 that during the twelve (12) month appointment shall be credited with five (5) days of leave with pay  
2859 at the beginning of each full-time semester appointment. This leave is to be used in increments of  
2860 not less than four (4) hours (½ day) for personal reasons unrelated to illness or injury. Except in  
2861 the case of emergency, the employee shall provide at least two (2) days' notice of the intended  
2862 leave. Approval of the dates on which the employee wishes to take such leave shall be at the  
2863 discretion of the supervisor and shall be subject to the consideration of departmental and  
2864 organizational scheduling.

2865 b. Such leave shall not be accumulated, nor shall the participant be reimbursed for unused leave  
2866 upon termination of the post-retirement period.

2867 (6). Re-employment Period.

2868 a. The period of re-employment obligation shall extend over five (5) consecutive academic years,  
2869 beginning with the academic year next following the date of retirement. No further notice of  
2870 cessation of employment is required.

2871 b. The period of re-employment obligation shall not be shortened by the University, except under  
2872 the provisions of Article 16 of the Agreement. During the period of re-employment, participants  
2873 are to be treated, based on status at point of retirement, as tenured employees or  
2874 non-tenure-earning employees with five (5) or more years of continuous service, as  
2875 appropriate, for purposes of Articles 13.2(A) and 13.2(B) of the Agreement.

2876 (7). Declining Re-employment. A participant may decline an offer of re-employment during any  
2877 academic year. Such a decision shall not extend the period of re-employment beyond the  
2878 period described in Article 24.6(B)(5)b above. At the conclusion of the re-employment period,  
2879 the university may, at its option, continue to re-employ participants in this program on a year-to-  
2880 year basis.

2881 (8). Salary Increases. Participants shall receive all increases guaranteed to employees in  
2882 established positions, in an amount proportional to their part-time appointment, and shall be  
2883 eligible for non-guaranteed salary increases on the same basis as other employees.

2884 (9). Preservation of Rights. Participants shall retain all rights, privileges, and benefits of  
2885 employment, as provided in laws, rules, the USF/UFF Agreement, and university policies,  
2886 subject to the conditions contained in this Article.

2887 (10). Payroll Deductions. The UFF payroll deductions, as specified in Article 25, if applicable,  
2888 shall be continued for a program participant during each re-employment period, upon request of  
2889 the employee.

2890 (11). Contracts and Grants. Nothing shall prevent the employer or the participant, consistent  
2891 with law and rule, from supplementing the participant's employment with contracts or grants.

2892 (12). The employee's decision to participate in the Phased Retirement Program and to resign  
2893 the employee's established position is irrevocable after the required approval document has  
2894 been executed by all parties.

2895 (13). Temporary Employment Exception. The provisions for re-employment on a temporary  
2896 contract are in effect only for new PRP participants whose initial re-employment occurs during  
2897 the 1992-93 academic year or thereafter.

2899 C. PRP Information Document. The parties agree to jointly develop written information describing  
2900 the current provisions of the Phased Retirement Program in this Agreement.

2901  
2902 24.7 Free University Courses for Employees. The University shall provide the following Employee  
2903 Education Program ("EEP"). The EEP is distinct from the Department of Management Services' State  
2904 Employee Education Voucher Program created by the 2001 Florida Legislature. The 2001-02  
2905 Appropriations Act prohibits tuition waivers as used in the past. The EEP Program is an entirely new and  
2906 independent opportunity funded from limited existing University resources. Full-time employees, including  
2907 employees on sabbaticals or on professional development leave, may enroll for up to six (6) credit hours

2908 of instruction per term (Fall, Spring, or Summer) at the University without payment of tuition and fees.  
2909

2910 24.8 Free University Courses for Dependents, Spouses, and Domestic Partners. Full-time employees  
2911 may transfer unused credit hours of instruction per term (Fall, Spring, or Summer), to a dependent, spouse,  
2912 or domestic partner at the University without payment of tuition. Program details and operation, eligibility  
2913 requirements, funding levels will be determined by the University and be consistent with the requirements  
2914 of Florida Statutes. The Union may request consultation on program details. For purposes of this  
2915 Paragraph, "dependent" shall include biological child, child with a qualified medical support order, legally  
2916 adopted child, or child placed in the home for the purpose of adoption in accordance with applicable State  
2917 and Federal laws through the end of the calendar year in which he/she turns age 26; and "domestic partner"  
2918 shall include an individual who shares a committed, mutually dependent relationship with a full-time  
2919 employee.  
2920

2921 24.9 Employee Assistance Programs. Employees shall have access to any Employee Assistance  
2922 Program (EAP) of the University. Such program may include assessment, referral, follow-up consultation,  
2923 short-term counseling, and other services for employees with personal, family, job stress, or substance  
2924 abuse problems. Any policies created or revised by the university in the development or operation of its  
2925 EAP shall be discussed in consultation with the local UFF Chapter.  
2926

2927 24.10 Pre-tax Benefits Program. In accordance with IRS regulation and law the University shall continue  
2928 to provide a pre-tax benefits program for salaried employees which includes the opportunity to: (1) pay for  
2929 their State insurance premiums on a pre-tax basis and, (2) utilize flexible spending accounts for medical  
2930 and dependent care expenses.  
2931

2932 24.11 Domestic Partner Benefits.  
2933 The University will fund a stipend for eligible employees to be used toward the purchase of health  
2934 insurance for a same or opposite sex domestic partner of an eligible employee. Program details and  
2935 operation, eligibility criteria, verification of domestic partnership, proof of health insurance coverage, and  
2936 stipend amount shall be determined by the University. The costs associated with the administration,  
2937 operation and stipends shall be paid by the University from legally permissible, non-state funds. The  
2938 Union may request consultation on program details. The University will implement this program as soon  
2939 as practicable.  
2940

2941 24.12 Early Retirement Incentive.  
2942 In 2010 the University will create a program to provide a onetime lump sum payment to eligible  
2943 employees that will serve as an early retirement incentive. Program details and operation, eligibility  
2944 requirements, funding levels and the lump-sum payment amount will be determined by the University and  
2945 be consistent with the requirements of Florida Statutes. The Union may request consultation on program  
2946 details. The continuation of this program beyond 2010 is at the discretion of the University.  
2947

2948 24.13 The University and the United Faculty of Florida shall appoint a system wide committee, within  
2949 forty-five (45) days of the ratification of the Collective Bargaining Agreement to discuss all aspects of  
2950 evaluation by students of the teaching/instruction by employees. The University President or  
2951 representative shall appoint the university members of the committee and the President of the University  
2952 Chapter of the United Faculty of Florida shall appoint the United Faculty of Florida members of the  
2953 committee.  
2954

2955 24.14 The University and the United Faculty of Florida shall appoint a system wide committee, within for-  
2956 five (45) days of the ratification of the Collective Bargaining Agreement to discuss all aspects of the  
2957 recording, reproduction, retention and use by the University of an employee's work product and  
2958 presentations employed by an employee in teaching/instruction in the traditional classroom, online,  
2959 distance learning and all other forms of delivery. The University President or representative shall appoint  
2960 the university members of the committee and the President of the University Chapter of the United  
2961 Faculty of Florida shall appoint the United Faculty of Florida members of the committee.  
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**Article 25 - Payroll Deduction**

2966 Pursuant to the provisions of Section 447.303, Florida Statutes, the University and the UFF hereby agree  
2967 to the following procedure for the deduction and remittance of the UFF membership dues and other UFF  
2968 deductions.

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2970

25.1 Deductions.

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A. During the term of this Agreement, the University agrees to deduct the UFF membership dues in an amount established by the UFF and certified in writing by the UFF State President to the University, and to make other UFF deductions in an amount authorized by an employee, from the pay of those employees in the bargaining unit who individually and voluntarily make such request on a written authorization form as contained in Appendix " B" to this Agreement.

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B. Deductions will be made biweekly beginning with the first full-pay period commencing at least seven (7) days following receipt of authorization by the University. The UFF shall give written notice to the University of any changes in its dues at least forty-five (45) days prior to the effective date of any such changes.

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C. In addition to dues deductions, UFF may offer other related deductions such as voluntary economic services programs. It is understood that all such programs and deductions will meet requirements of State and University rules and regulations.

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25.2 Remittance. The dues and other authorized deductions shall be remitted by electronic funds transfer (EFT) by the University to UFF on a biweekly basis within thirty (30) days following the pay date. At the time of each remittance a list of the employees from whose salaries such deductions were made and the amounts deducted shall be provided to the UFF State Office.

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25.3 Termination of Deduction. The University's responsibility for deducting dues and other authorized deductions from an employee's salary shall terminate automatically upon either (a) thirty (30) days written notice from the employee to the University, and to the UFF revoking that employee's prior deduction authorization, or (b) the transfer of the authorizing employee out of the bargaining unit. (c) Consistent with the provisions of Article 8.5, the University shall notify UFF when it proposes to reclassify an employee to a classification which is not contained in the General Faculty bargaining unit.

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25.4 Reinstatement of Deduction. For employees who have previously filed authorization for dues deduction and are in leave without pay status, the University shall reinstate dues deductions upon return to salaried employment in the bargaining unit position. (Note: UFF and USF agree that if a phased retirement program is negotiated they will add a reference to that program in this section of the contract agreeing to reinstate dues upon re-employment during phased retirement)

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

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

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

3018

## Article 26 - Maintenance of Benefits

3019 26.1 No employee may be required to waive the benefits provided by the terms of this Agreement. No  
3020 employee shall, as a result of the establishment of a level of rights or benefits in this Agreement, suffer a  
3021 loss or diminution of any such rights or benefits for which otherwise eligible.

3022  
3023 26.2 The reorganization of higher education in the State of Florida resulted in the legislative abolition  
3024 of the Board of Regents and the creation of the University of South Florida Board of Trustees as the  
3025 public employer. Tenure status, rank, earned benefits, years of service, history of assignments and record  
3026 of evaluations which an employee had at the University prior to the creation of the University of South  
3027 Florida Board of Trustees, shall be recognized, credited or used, as applicable, unless a specific term or  
3028 provision of this Agreement states otherwise.

3029

3030

## Article 27 - Miscellaneous Provisions

3031 27.1 No Strike or Lockout. The University agrees that there will be no lockout during the term of this  
3032 Agreement. The UFF agrees that there will be no strike by it or by any employees during the term of this  
3033 Agreement.

3034

3035 27.2 Effect of Passage of Law. Any provision of this Agreement which is contrary to law, but becomes  
3036 legal during the term of this Agreement, shall be reinstated consistent with such legislation.

3037

3038 27.3 Legislative Action. The University and UFF agree that neither will attempt to influence or support  
3039 changes in existing statutes or legislation which would change the terms of this Agreement.

3040

3041 27.4 Venue. For purposes of venue in any judicial review of an arbitrator's decision, the parties elect to  
3042 submit themselves to the jurisdiction of the courts in Hillsborough County, Florida. In an action  
3043 commenced in Hillsborough County, neither the University nor the UFF will move for a change of venue  
3044 based upon the defendant's residence in fact if other than Hillsborough County.

3045

3046 27.5 Copies of the Agreement. The University shall maintain a copy of the ratified agreement and all  
3047 supplements to the ratified agreement on the University website, including a listing of the location of the  
3048 document.. UFF may distribute copies of the Agreement to current employees in the unit when the  
3049 Agreement is ratified. In addition, the University shall provide an electronic copy of the ratified  
3050 Agreement and all Supplements to UFF.

3051

3052

27.6 Class Titles.

3053 A. Whenever the University creates a new faculty classification, it shall designate such  
3054 classification as being either within or outside the bargaining unit and shall notify the UFF. Further, if the  
3055 University revises the specifications of an existing class so that its bargaining unit designation is  
3056 changed, it shall notify the UFF of such new designation twenty (20) days prior to the effective date of  
3057 said change. Within ten (10) days following such notification, the UFF may request a meeting with the  
3058 University for the purpose of discussing the designation. If, following such discussion, the UFF disagrees  
3059 with the designation, it may request the Florida Public Employees Relations Commission to resolve the  
3060 dispute through unit clarification proceedings.

3061 B. An employee may request a review of the appropriateness of the employee's  
3062 classification by the appropriate University office. In case of disagreement with the results of the review,  
3063 the matter shall be discussed in accordance with Article 2, Consultation, but shall not be subject to  
3064 Article 20, Grievance Procedure and Arbitration.

3065

3066 27.7 Salary Rate Calculations and Payment. The salary rate of employees serving on twelve (12)  
3067 month (calendar year) appointments shall be calculated by dividing the calendar year salary rate by the  
3068 number of pay periods.

3069

3070 27.8 Titles and Headings. The titles of articles and headings which precede text are inserted solely for  
3071 convenience of reference and shall not be deemed to limit or affect the meaning, construction, or effect of

3072 any provision of this Agreement.

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### **Article 28 - Severability**

3075 In the event that any provision of this Agreement (a) is found to be invalid or unenforceable by final  
3076 decision of a tribunal of competent jurisdiction, or (b) is rendered invalid by reason of subsequently  
3077 enacted legislation, or (c) shall have the effect of a loss to the State University System or University of  
3078 funds, property, or services made available through federal law, or (d) pursuant to Section 447.309(3),  
3079 Florida Statutes, can take effect only upon the amendment of a law, rule, or regulation and the  
3080 governmental body having such amendatory powers fails to take appropriate legislative action, then that  
3081 provision shall be of no force or effect, but the remainder of the Agreement shall continue in full force and  
3082 effect. If a provision of this Agreement fails for reason (a), (b), or (c) above, the parties shall enter into  
3083 immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such  
3084 provision. This Article is not intended to cede authority to any party to invalidate any provision of this  
3085 Agreement. UFF does not concede to the constitutionality of any subsequently enacted legislation that  
3086 invalidates a term of this Agreement. The University or the UFF may choose, but neither is obligated, to  
3087 challenge said legislation.

3088

3089

### **Article 29 - Amendment and Duration**

3090 29.1 The Agreement shall be effective on the date ratified by the University Board of Trustees except as  
3091 otherwise agreed by the parties, and shall remain in effect until midnight August 7, 2024 Unless otherwise  
3092 provided in this Agreement, no Article shall be subject to renegotiation unless both parties mutually agree  
3093 to do so. Moreover, should the Florida law regarding the State's Performance Salary Systems be amended  
3094 by the Legislature during the term of this Agreement such that merit base salary eligibility for permanent  
3095 status employees is changed, the UFF may reopen this Agreement to address those affected employees.  
3096 This Agreement supersedes the parties 2016-2019 Agreement.

3097

3098 29.2 Amendments. In the event the University and the UFF negotiate a mutually acceptable amendment  
3099 to this Agreement, such amendment shall be put in writing and become part of this Agreement upon  
3100 ratification by both parties.

3101

3102 29.3 Renegotiations for a successor agreement shall begin no later than March 15, 2024.

3103

3104

3105

### **Article 30 - Definitions**

3106 As used in this Agreement, the term:

3107

3108 -- "academic year" means a period consisting of a fall and spring semester of approximately 39  
3109 contiguous weeks.

3110

3111 -- "bargaining unit" means those employees, collectively, represented for collective bargaining purposes  
3112 by the UFF pursuant to the certification of the Florida Public Employees Relations Commission dated May  
3113 15, 2003, wherein the Commission adopted the bargaining unit agreed to by the University and UFF.

3114

3115 -- "Board," or " Board of Trustees" means the body established by sections 1001.71-1001.74, Florida  
3116 Statutes, responsible for governing the University of South Florida.

3117

3118 -- "break in service" means those absences following which the employee is treated as a new employee  
3119 for purposes of computing seniority and years of service.

3120

3121 -- "college/unit" means a college or a comparable administrative unit generally equivalent in size and  
3122 character to a college.

3123

3124 -- "continuous service" means employment uninterrupted by a break in service. For academic year  
3125 employees, one year of continuous service is equivalent to the academic year employment period  
3126 consisting of a fall and spring semester of approximately 39 contiguous weeks.

3127

3128 -- "days" means calendar days.

3129  
3130 -- "department/unit" means a department or a comparable administrative unit generally equivalent in size  
3131 and character to a department.  
3132  
3133 -- "employee" means a member of the bargaining unit.  
3134  
3135 -- "equitable" means fair and reasonable under the circumstances.  
3136  
3137 -- "months" means calendar months.  
3138  
3139 -- "number": The singular includes the plural.  
3140  
3141 -- "principal place of employment" means the campus location or other university site specified on the  
3142 employee's standard employment contract.  
3143  
3144 -- "semester" means one of the two approximately 19.5 week periods which together constitute the  
3145 academic year.  
3146  
3147 -- "supervisor" means an individual identified by the President or representative as having immediate  
3148 administrative authority over bargaining unit employees.  
3149  
3150 -- "SUS" or "State University System" means the system of institutions and agencies within the jurisdiction  
3151 of the Board of Governors.  
3152  
3153 -- "UFF" means United Faculty of Florida.  
3154  
3155 -- "University" means the University of South Florida acting through the President and its staff.  
3156  
3157 -- "year" means a period of twelve (12) consecutive months.

### 3158 **Article 31 - Totality of Agreement**

3159  
3160 31.1 Limitation. The parties acknowledge that during the negotiations which resulted in the Agreement,  
3161 the University and the UFF had the unlimited right and opportunity to present demands and proposals  
3162 with respect to any and all matters lawfully subject to collective bargaining, and that all of the  
3163 understandings and agreements arrived at thereby are set forth in this Agreement, and that it shall  
3164 constitute the entire and sole Agreement between the parties for its duration.  
3165  
3166 31.2 No Obligation to Bargain. The University and the UFF, during the term of this Agreement,  
3167 voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain  
3168 collectively with respect to any subject or matter, whether or not referred to or covered by this Agreement,  
3169 even though such subject or matter may not have been within the knowledge or contemplation of the  
3170 parties at the time they negotiated or signed this Agreement.  
3171  
3172 31.3 Modifications. Nothing herein shall, however, preclude the parties from mutually agreeing to alter,  
3173 amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement in writing.  
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**SIGNATURE PAGE**

IN WITNESS THEREOF, the parties have set their signatures this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

FOR THE UNIVERSITY OF SOUTH  
FLORIDA BOARD OF TRUSTEES

FOR THE UNITED FACULTY  
OF FLORIDA – UNIVERSITY OF  
SOUTH FLORIDA CHAPTER

\_\_\_\_\_  
**Rhea Law, President**

\_\_\_\_\_  
**Arthur Shapiro, President**

\_\_\_\_\_  
**John F. Dickinson, Chief Negotiator**

\_\_\_\_\_  
**Robert Welker, Chief Negotiator**

James Garey  
Liz Gierbolini Gerard Solis Julie Serovich  
Olga Joanow  
Sheri Neshiem

## Appendix A

### Position Classifications in the Bargaining Unit

3206	
3207	
3208	
3209	All employees in the following position classifications holding regular, visiting, provisional, research,
3210	affiliate, or joint appointments are included in the bargaining unit:
3211	9001 - Professor
3212	9002 - Associate Professor
3213	9003 - Assistant Professor
3214	9004 - Instructor
3215	9005 - Lecturer
3216	9006 - Graduate Research Professor
3217	9007 - Distinguished Service Professor
3218	9009 - Eminent Scholar
3219	9016 - University School Professor
3220	9017 - University School Associate Professor
3221	9018 - University School Assistant Professor
3222	9019 - University School Instructor
3223	9053 - University Librarian
3224	9054 - Associate University Librarian
3225	9055 - Assistant University Librarian
3226	9056 - Instructor Librarian
3227	9115 - Coordinator
3228	9120 – Associate in _____
3229	9121 – Assistant in _____
3230	9126 - Program Director
3231	9150 - Curator
3232	9151 - Associate Curator
3233	9152 - Assistant Curator
3234	9153 - Staff Physicist
3235	9160 - Scholar/Scientist/Engineer
3236	9161 - Associate Scholar/Scientist/Engineer
3237	9162 - Assistant Scholar/Scientist/Engineer
3238	9166 - Research Associate
3239	9173 - Counselor/Advisor
3240	9178 - Instructional Specialist
3241	9334 - Specialist, Computer Research
3242	9394 - Coordinator, Cooperative Education
3243	9419 - Coordinator, Research Information
3244	9433 - Specialist, Music
3245	9434 - Psychologist

- 3246 9435 - Resident Advisor to Students 9460
- 3247 - Psychiatrist
- 3248 9462 - Physician
- 3249 9464 - Physician's Assistant
- 3250 9490 - Dentist
- 3251 9495 - Specialist, Student Counseling

3252  
3253 Together with chairpersons (Administrative Code: C1) in the College of Arts and Sciences and College of  
3254 Education and employees in the above classifications with the following administrative titles: Associate  
3255 Chair (C2), Assistant Chair (C3), Coordinator (N1), Program Director (G1), Associate Program Director  
3256 (G2), Assistant Program Director (G3), Department Head (H1), Associate Department Head (H2), Assistant  
3257 Department Head (H3), and Counselor/Advisor (B1).

3258  
3259 The following employees are excluded from the bargaining unit: All employees of the USF  
3260 College of Medicine and all other employees of the University of South Florida, including but  
3261 not limited to all employees serving as trustees of the University of South Florida and all  
3262 employees who are in administrative classifications not specifically included above, or are  
3263 managerial or confidential employees.  
3264

**Appendix B**  
**United Faculty of Florida**  
**UFF Dues Check-Off Authorization Form**

I hereby authorize the University of South Florida to deduct from my pay, starting with the first full biweekly pay period commencing not earlier than seven days from the date this authorization is received by the University, membership dues of the United Faculty of Florida in such amount as may be established from time to time in accordance with the constitution and bylaws of the UFF and certified in writing to the University by the UFF, and I direct that the sum so deducted be paid over to the UFF.

UFF dues payments are not tax deductible as charitable contributions for federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

The above deduction authorization shall continue until either (1) revoked by me at any time upon thirty days written notice to the University Human Resources Office, and to UFF, or (2) my transfer or promotion out of this bargaining unit. Unless this Dues Check-off Authorization is revoked in the manner heretofore stated, this authorization shall remain in full force and effect in accordance with the provisions of Section 447.007 Florida Statute.

\_\_\_\_\_  
Effective Date

\_\_\_\_\_  
Employee USF ID

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name-printed

\_\_\_\_\_  
Address

\_\_\_\_\_  
Apartment/Unit No.

\_\_\_\_\_  
Campus

\_\_\_\_\_  
Department

Effective date is later than above: \_\_\_\_\_

Email Address: \_\_\_\_\_

Please return to your Chapter Treasurer or UFF State Office, 118 N. Monroe Street, Tallahassee, Florida 32301.

3308 Please PRINT complete information where necessary.

3309

3310 Check One

3311

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\_\_\_\_\_

\_\_\_\_\_ Last Name, First Name

\_\_\_\_\_

Home Address

\_\_\_\_\_

Campus Address Department

\_\_\_\_\_

City, State, Zip Code Office Phone HomePhone

.....

Please enroll me as a member of the United Faculty of Florida (UFF).

All UFF members are also members of the Florida Education Association, National Education Association, American Federation of Teachers and the AFL-CIO.

UFF dues are 1 percent of total salary\* for members for which the United Faculty of Florida is the bargaining agent. If UFF dues payments are not tax deductible as charitable contributions for Federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

\*Total salary for purposes of dues deductions includes any money received by the employee for in-unit work. If insufficient funds remain after mandatory deductions, the University has no obligation to process dues deductions.

\_\_\_\_\_

Signature of Member Date

Return your completed membership form to your Chapter Treasurer or UFF State Office, 118 N. Monroe Street, Tallahassee, Florida 32301.

**United Faculty of Florida**  
**UFF-PAC Payroll Deduction Authorization Form**

I, \_\_\_\_\_, authorize the University of South Florida to deduct from my pay, starting with the first full biweekly pay period commencing not earlier than seven days from the date this authorization is received by the University, contributions to the UFF Political Action Committee in the amount of \$1.00 per pay period, and I direct that the sum so deducted be paid over to the UFF.

Contributions to UFF-PAC are not deductible as charitable contributions for Federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

The above deduction authorization shall continue until either (1) revoked by me at any time upon thirty days written notice to the University Human Resources Office and to the UFF, or (2) my transfer or promotion out of this bargaining unit.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Member

\_\_\_\_\_  
Department

Effective date if later than above: \_\_\_\_\_

Return to your Chapter Treasurer or the UFF State Office, 118 N. Monroe Street, Tallahassee, Florida 32301.

3374  
3375  
3376

**Appendix C**  
**University Of South Florida/United Faculty of Florida Grievance**

3377 I. Date (Received by University) \_\_\_\_\_  
3378

Grievant

Step 1 Grievance Representative

Name

Name

College

Mailing Address

Dept.

Office Phone

Office Phone

~~3379~~  
~~3380~~  
3381

If grievant is represented by the UFF or legal counsel, all university communications should go to the grievant's representative.

3384 Other address to which university mailings pertaining to grievance shall be sent:

3385 II. Grievance

3386 Article(s) and Sections(s) of Agreement allegedly violated:

~~3387~~  
~~3388~~  
~~3389~~  
~~3390~~  
~~3391~~  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3393 Statement of grievance (must include date of acts or omissions complained of):

3394 Remedy Sought:

3395 (See page 2 for additional requirements)  
3396

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3423

III. Authorization

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

UFF

---

Legal Counsel

---

Myself

---

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.

This grievance was filed with the Office of the Provost, ADM 226 on \_\_\_\_\_ by (check one) mail (certified or registered, restricted delivery, return receipt requested) \_\_\_\_\_; personal delivery \_\_\_\_\_; other (specify) \_\_\_\_\_.

---

Signature of Grievant  
(Grievant must sign if grievance is to be processed.)

The Step 2 decision shall be transmitted to Grievant's Step 2 Representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested. A copy of this decision shall be sent to Grievant, and the local UFF Chapter if grievant elected self-representation or representation by legal counsel.

3424 **Appendix D**

3425 **Notice of Arbitration**

3426  
3427  
3428 The United Faculty of Florida hereby gives notice of its intent to proceed to arbitration in connection with  
3429 the decision of USF dated \_\_\_\_\_ and received by the UFF on \_\_\_\_\_  
3430 in this grievance of:

3431  
3432 Name: \_\_\_\_\_  
~~3433~~

3435 USF Grievance  
3436 No: \_\_\_\_\_  
~~3437~~  
~~3438~~

3439 The following statement of issue(s) before the Arbitrator is proposed:

3440 This notice was filed with the Provost's Office, ADM 226 on \_\_\_\_\_ by (check one): mail  
3441 (certified or registered, restricted delivery, return receipt requested) \_\_\_\_\_; personal delivery ;  
3442 other (specify) \_\_\_\_\_.

3443 Date of receipt by Provost's Office: \_\_\_\_\_

~~3444~~  
~~3445~~ \_\_\_\_\_  
3447 Signature of UFF President

3448 I hereby authorize UFF to proceed to arbitration with my grievance. I also authorize UFF and USF or its  
3449 representatives to use, during the arbitration proceedings, copies of any materials in my evaluation file  
3450 pertinent to this grievance and to furnish copies of the same to the arbitrator.

3451  
3452 \_\_\_\_\_  
~~3453~~  
3455 Signature of Grievant

3456  
3457 This notice should be sent to:  
3458 OFFICE OF PROVOST, ADM 226  
3459

**Appendix E**  
**University of South Florida**  
\_\_\_\_\_ **Salary Increase Notification**

Name:

Empl id:

Dept:

Dept name:

This notice is provided of your salary increase for the \_\_\_\_\_ academic year.

Base salary as of \_\_\_\_\_:

In accordance with provisions of the \_\_\_\_\_ USF-UFF Agreement, your merit increase for the \_\_\_\_\_ academic year is:

New base salary effective \_\_\_\_\_:

Your salary increase was derived from Articles 23.1.B, you may request a meeting to discuss this increase with your chair/director or supervisor.

Any stipend amounts you may have received in addition to base compensation during this time period are not reflected in the amounts above.

**Appendix F**  
**University of South Florida and United Faculty of Florida**  
**Exclusive Assignment Dispute Resolution Procedure**

H.1 Exclusive Method

The University of South Florida and the United Faculty of Florida agree to the following procedure as the exclusive method of resolving disputes under Article 9.3, of the Agreement which allege that an employee's assignment has been imposed arbitrarily or unreasonably.

An employee who alleges that the assignment has been imposed arbitrarily or unreasonably may file a grievance under Article 20 of the USF/UFF Agreement only to enforce the exclusive Assignment Dispute Resolution (ADR) procedure delineated below, not to seek a determination as to whether an assignment has been arbitrarily or unreasonably imposed.

H.2 Time Limits

The dispute shall not be processed unless it is filed within thirty (30) days after the receipt of the assignment by the employee. If the employee's assignment begins prior to final resolution of the dispute, the employee shall perform the assignment until the matter is finally resolved under these procedures.

All time limits contained herein may be extended by mutual agreement of the university and the UFF representative. Upon failure of the employee's UFF representative to comply with the time limits herein, the dispute shall be deemed to have been finally determined at the prior step.

All references to "days" herein refers to "calendar days." The "end of the day" shall refer to the end of the business day, i.e., 5:00 p.m.

H.3 Assignment Dispute Resolution Procedures

An employee who believes that the assignment has been imposed arbitrarily or unreasonably shall, within thirty (30) days after receipt of the assignment, file Part 1A of the ADR Form with the individual responsible for making the assignment with a copy to the President's representative and to a UFF representative. The filing of the ADR Form shall be accompanied by a brief and concise statement of the employee's arguments, and any relevant documentation supporting the employee's position. This documentation shall be placed in a file entitled "Employee's Assignment Dispute Resolution File," which shall be kept separate from the employee's personnel evaluation file. Additional documentation shall not be considered in the ADR process except by agreement of the President's representative unless it is documentation that the employee requested from the university prior to the conference held pursuant to (b) below, but did not receive before such conference.

Within seven (7) days of receipt of the ADR Form, the individual responsible for making the assignment, (typically the Chair, Director or their representative) shall meet with the employee and discuss the dispute. Within twenty-four (24) hours after this conference, the individual responsible for making the assignment shall indicate whether or not it was arbitrarily or unreasonably imposed or if the disputed assignment has been resolved by completing Part 1B of the ADR Form and deliver it to the employee with a copy to the President's representative.

If the employee continues to be aggrieved following the initial conference, the employee shall file the ADR Form, with Part 1 completed, with the President's representative no later than two (2) days after the initial conference.

The President's representative shall coordinate a meeting with the employee, the Dean or the Dean's representative and the UFF representative no later than two (2) weeks after filing the initial conference. Within twenty-four (24) hours after the conclusion of this meeting, the Dean or appropriate administrator shall complete Part 2 of the ADR Form and deliver it to the UFF representative.

If consultation with the Dean or appropriate administrator does not resolve the matter, the UFF representative may file, within seven (7) days of that meeting, Part 3 of the ADR Form (with supporting documentation) with the President's representative, indicating an intention to submit the dispute to a Neutral Umpire. Within seven (7) days of receipt of the ADR Form with parts 1, 2, and 3 completed and other documentation, the President's representative may place a written explanation, brief

statement of the University's position, a list of expected witnesses, and other relevant documentation in the employee's ADR File. As soon as practicable thereafter, a copy of all documents placed in the employee's ADR File shall be presented to the UFF representative, who shall place a list of the employee's expected witnesses into the file. During these seven (7) days, the President's representative and the UFF representative shall meet for the purpose of selecting a Neutral Umpire from the Neutral Umpire Panel. Selection of the Neutral Umpire shall be by mutual agreement or by alternatively striking names from the Neutral Umpire Panel list until one name remains. The right of first choice to strike from the list shall be determined by the toss of a coin. The right to strike first shall alternate in any subsequent Neutral Umpire selection.

The President's representative shall contact the selected Umpire no later than three (3) days following the selection. Should the Umpire selected be unable to serve, the President's representative shall contact the UFF representative as soon as practicable and schedule another selection meeting.

Upon the agreement of the Neutral Umpire to participate, the President's representative shall provide the Umpire with the employee's ADR File.

The ADR Meeting shall be scheduled as soon as practicable after the Neutral Umpire has received the employee's ADR File. The President's representative shall notify the UFF representative of the time and place of the ADR Meeting no later than forty-eight (48) hours prior to it being convened.

No person concerned with or involved in the assignment dispute shall attempt to lobby or otherwise influence the decision of the Umpire.

The ADR Meeting shall be conducted as follows:

- (1). The employee, or a UFF representative, and a representative of the President shall be the sole representatives of the parties. Each representative may present documentary evidence from the employee's ADR File, interrogate witnesses, offer arguments, cross-examine witnesses, and have present at the meeting one individual to assist in the presentation of the representative's case.
- (2). The Neutral Umpire will conduct and have total authority at the ADR Meeting. The Neutral Umpire may conduct the ADR Meeting 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 Meeting a written, binding decision as to whether the assignment was imposed arbitrarily or unreasonably. The decision shall include the reasons for the Umpire's determination.
- (4). If the Umpire decides that the employee's assignment was imposed arbitrarily or unreasonably, the Umpire may also suggest an appropriate remedy. This suggestion is not binding on the university but shall be used by the President or President's designee in fashioning an appropriate remedy.

#### H.4 Neutral Umpire Panel

The President's representative and the UFF representative shall meet within two (2) weeks of the ratification of this Agreement for the purpose of selecting an odd-numbered Neutral Umpire Panel. The Panel shall consist of no less than five (5) and no more than nine (9) individuals, not employed by the University, USF Board or the Board of Governors, 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 one academic year; and
- (4). acceptability to both the University and the UFF.

**Appendix G**  
**Memorandum of Understanding - Article 14 – Promotions**

This Memorandum of Understanding is entered into this 19th day of February, 2010, between the University of South Florida Board of Trustees (“Board of Trustees”) and the United Faculty of Florida (“UFF”)

WHEREAS, the UFF is the certified bargaining agent for a unit of employees on the University of South Florida;

WHEREAS, the parties are currently engaged in collective bargaining negotiations;

WHEREAS, the parties desire to implement instructor promotion reviews without waiving future rights to bargain with respect to wages, hours and other terms and conditions of employment.

NOW THEREFORE, the parties agree as follows:

1. For the purpose of implementing 2008-09 CBA Article 14.6, eligible University employees may first apply for promotion to Instructor II between the ratification of this Memorandum and June 30, 2010, if originally hired on or before December 31, 1997; between July 1, 2010, and June 30, 2011, if originally hired on or before December 31, 2002, between July 1, 2011, and June 30, 2012, if originally hired on or before May 31, 2006; and after which employees with five years of continuous service may apply according to University guidelines.
2. Eligible University employees may apply for promotion to Instructor II or Instructor III according to University guidelines.
3. After noon on the day three years after ratification this Memorandum, University employees shall generally be eligible to apply for promotion to Instructor II or to instructor III according to University guidelines.
4. The University may direct departments/units to review materials of eligible University employees applying to be promoted to Instructor II or Instructor III on an annual cycle different from the review cycle for promotion and tenure of other employees.
5. Within thirty days of the ratification of this Memorandum, the University shall compile a list of eligible employees and the dates at which they may apply for promotion under paragraph (1), shall notify each eligible employees of the date for that employee, and shall provide the list of the UFF-USF Chapter.

**Exclusive Assignment Dispute Resolution Form**

PART 1A: Statement of Dispute

Employee's Name	Department
Employee's Address	Person Making Assignment
Date Assignment Made	Beginning Date of Assignment

I believe the assignment was arbitrarily or unreasonably imposed because:

\_\_\_\_\_

\_\_\_\_\_

---

Employee's Signature	UFF Representative's Signature
----------------------	--------------------------------

PART 1B:

Date Filed	Date of Meeting
------------	-----------------

The assignment was not arbitrarily or unreasonably imposed: The disputed assignment has been resolved:

\_\_\_\_\_

Person making the assignment	Date of Decision
------------------------------	------------------

THIS FORM MUST BE ACCOMPANIED BY ALL DOCUMENTATION WHICH THE EMPLOYEE WANTS TO HAVE REVIEWED, EXCEPT FOR DOCUMENTATION THE EMPLOYEE HAS REQUESTED BUT NOT RECEIVED (SEE APPENDIX H, SECTION H.3.)

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.

PART 2: Decision of Dean or Appropriate Administrator

Date Filed with Dean/Administrator	Date of Conference
------------------------------------	--------------------

The assignment was not arbitrarily or unreasonably imposed:

The disputed assignment has been resolved in the following manner:

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Dean or appropriate administrator	Date of Decision
-----------------------------------	------------------

PART 3: UFF Notice of Intent to Refer Assignment Dispute to Neutral Umpire

The decision of the Dean or other appropriate administrator is not satisfactory and the UFF hereby gives notice of its intent to refer the dispute to a Neutral Umpire.

---

Employee's Name	Date of Receipt by President's Representative
-----------------	---

---

UFF Representative	Receipt Acknowledged by President's Representative
--------------------	--

PART 4: Neutral Umpire's Decision

The disputed assignment was \_\_\_\_\_/was not \_\_\_\_\_arbitrarily or unreasonably imposed.

Reasons for the determination that the assignment was arbitrarily or unreasonably imposed are:

Suggested Remedy (Optional):

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Neutral Umpire's Name	Employee's Name
-----------------------	-----------------

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Neutral Umpire's Signature	Date Decision Issued
----------------------------	----------------------