

COLLECTIVE BARGAINING AGREEMENT

Between

THE UNIVERSITY OF NORTH FLORIDA

and

THE UNITED FACULTY OF FLORIDA

**March 15, 2006 through June 30, 2006
including the
Memorandum of Agreement extending the Contract to June 30, 2008**

Table of Contents

Preamble	Preamble	1
Article 1	Titles and Headings	2
Article 2	Recognition	3
Article 3	Management Rights	5
Article 4	UFF Rights	6
Article 5	Payroll Deduction	9
Article 6	Consultation	11
Article 7	Maintenance of Benefits	12
Article 8	UNF Rules and Policies	13
Article 9	Bylaws Governing Terms and Conditions of Employment	14
Article 10	Academic Freedom and Responsibility	17
Article 11	Nondiscrimination	20
Article 12	Appointment	22
Article 13	Non-Reappointment and Resignations	26
Article 14	Assignment of Responsibilities	28
Article 15	Office Space and Safe Conditions	35
Article 16	Travel	36
Article 17	Summer Appointments and Assignments	37
Article 18	Performance Evaluations and Evaluation File	40
Article 19	Tenure	47
Article 20	Promotions for Tenured and Tenure-earning Faculty	61
Article 21	Promotions for Library Faculty	67
Article 22	Advanced Titles for Instructors and Lecturers	77
Article 23	Leaves	78
Article 24	Professional Development Leaves and Sabbaticals	90
Article 25	Intellectual Property	94
Article 26	Conflict of Interest/Outside Activity	97
Article 27	Other Rights and Responsibilities of Faculty Members	99
Article 28	Salary Increases and Salary Payments	100
Article 29	Benefits	114

Article 30	Disciplinary Action and Job Abandonment	119
Article 31	Grievance Procedure and Arbitration	121
Article 32	Access to Documents	129
Article 33	Layoff and Recall	130
Article 34	Totality of Agreement	133
Article 35	Severability and Legislative Action.....	134
Article 36	Amendment and Duration	135
Article 37	Definitions	136
Signature Page	138

APPENDICES:

Appendix A	Position Classifications in the Bargaining Unit	139
Appendix B	UFF Dues Check-off Authorization Form	140
Appendix C	Grievance Form	141
Appendix D	Notice of Arbitration Form	144
Appendix E	Protection for Whistleblowers	145
Appendix F	Limitation on Personal Liability	146
Appendix G	Exclusive Dispute Resolution Procedure for Course Assignments	147
Memorandum of Agreement Extending the Contract	155
Index	157

PREAMBLE

It is the intent of the parties to this Agreement to promote the quality and effectiveness of education and to maintain the highest standards of academic excellence in all phases of instruction, research/scholarship/creative activity, and service at the University of North Florida (hereinafter “UNF” or “the University”). The parties agree that these objectives are facilitated by an atmosphere of mutual trust and open and honest communications. The parties further agree that faculty participation in the formulation of the policies under which they provide their services is educationally sound and thus encouraged.

This Preamble is a statement of intent and policy and is, therefore, not subject to the Grievance Procedure.

ARTICLE 1
TITLES AND HEADINGS

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

ARTICLE 2 RECOGNITION

2.1 **Bargaining Unit.** The UNF Board of Trustees (hereinafter Trustees) hereby recognizes the UFF as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all faculty members in the bargaining unit as defined in Commission Order No. 03E-103, Certification No. 1392, issued by the Florida Public Employees Relations Commission on May 2, 2003. A listing of the titles included in the General Faculty bargaining unit is attached as Appendix "A."

2.2 **Position Classifications.**

(a) **Creation of a New Classification.** Whenever the University Administration creates a new position classification, it shall designate that classification as being either within or outside the bargaining unit, and shall promptly notify the UFF. It is the expectation of the parties that new position classifications that primarily require instructional and research duties shall be included within the General Faculty bargaining unit. In the event the parties are unable to resolve the dispute informally, the UFF may seek resolution of the issue by filing a unit clarification petition with the Florida Public Employees Relations Commission.

(b) **Revision of a Position Classification.** If the University Administration revises the specifications of an existing classification so that its bargaining unit designation is changed, the University Administration shall promptly notify the UFF of the revision.

(c) **Disputes Over General Classifications.** If there is a dispute about the appropriate designation of any classification, the UFF shall promptly advise the University Administration of the dispute, and the parties shall discuss the matter in an effort to resolve the dispute. In the event the parties are unable to resolve the dispute informally, the UFF may seek resolution of the issue by filing a unit clarification petition with the Florida Public Employees Relations Commission.

2.3 **Reclassification of In-Unit Faculty Member to a Non-Unit Classification.**

(a) Except in the case of a faculty member transferring to an academic administrative position (including Assistant or Associate Chair, Chair, Assistant or Associate Dean, Dean, Assistant or Associate Vice President, Vice President, or Provost), a faculty member shall be provided forty-five (45) days written notice of the University's decision to reclassify his/her position to a classification that is not contained in the General Faculty bargaining unit.

(b) The UFF shall be notified regarding this change at the same time the in-unit faculty member is notified.

(c) The faculty member may request a review of the appropriateness of his/her reclassification by the Office of Academic Affairs. In the case of disagreement with the results of the review, the matter may be the subject of Article 6, Consultation, but shall not be subject to the Article 31, Grievance Procedure and Arbitration. In the event the parties are unable to resolve the dispute informally, the UFF may seek resolution of the issue by filing a unit clarification petition with the Florida Public Employees Relations Commission.

2.4 Board of Trustees Meetings.

(a) If an item on a meeting agenda of the Board of Trustees (or of any subcommittee of the Board of Trustees) could reasonably be construed to affect the wages, hours, or other terms or conditions of employment of faculty, the University Administration shall promptly notify the UFF, and the UFF shall upon timely request be granted a place on that Board agenda to address that issue.

(b) If prompt notification sufficient to allow timely request has not been given, any discussion of the matters affecting wages, hours, or other terms or conditions of employment of faculty shall be postponed until the next meeting of the Board or Board subcommittee.

ARTICLE 3
MANAGEMENT RIGHTS

3.1 Policy. The Board of Trustees and University Administration shall have the rights, powers, and authority vested in them by law, including the right to plan, manage, and control the University and in all respects carry out the ordinary and customary functions of management.

3.2 Limitations. The Board of Trustees and University Administration shall have such rights, powers, and authority, subject to those limitations imposed by this Agreement and all applicable federal and state laws.

ARTICLE 4 UFF RIGHTS

4.1 Use of Facilities and Services.

(a) As the certified faculty bargaining agent, the UFF shall be provided an appropriate campus office with a lock. The office shall be equipped with a computer, standard campus software, a printer, a telephone for local access calling (no long distance service provided), access to the Internet, a desk with chair, two side chairs, and two file cabinets.

(b) The UFF shall have the right to the use of University facilities and services on terms no less favorable than other groups on campus, including the Faculty Association.

4.2 Communications.

(a) The UFF shall have the right to post notices on bulletin boards on campus where other notices regarding personnel and/or faculty activities are posted. All such postings shall bear the date of posting, and may be removed by the University Administration after having been posted for a period of thirty (30) days.

(b) The UFF shall have the right to use the University's campus mail and e-mail systems (including use of the "all-faculty" group) to fulfill its statutory responsibilities under Chapter 447, Part II, Florida Statutes.

(c) The University Administration shall maintain a link for the UFF chapter on the Faculty/Staff page of the University website.

(d) The University Administration shall allow UFF to set up a discussion forum on UNF Blackboard (electronic bulletin board); provided that UFF shall be responsible for administering the UFF forum; and that access to the UFF forum shall be limited to in-unit faculty members.

4.3 Leave of Absence – Union Activity.

(a) At the written request of UFF no later than March 1 for the next summer term and for the next academic year, a full-time or part-time leave of absence shall be granted to the faculty members designated by UFF provided that such leave does not adversely impact the department's ability to offer the necessary courses or meet other programmatic or student needs. If such request is denied, the University Administration shall provide the UFF the reasons for such denial no later than April 15.

(b) No more than one faculty member per department shall be granted leave at any one time under the provisions of this Article, unless the University Administration and the UFF agree otherwise.

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

(d) A faculty member on such leave shall not be evaluated for this activity and the University Administration shall not take reprisals against a faculty member for taking such leave.

(e) Salary increases. Upon return from such leave of absence, the University Administration will adjust the salary of a faculty member who was on full-time leave so that it

includes any across-the-board, guaranteed minimum, or market equity/compression/inversion salary increases that were applicable to bargaining unit faculty during the full-time leave of absence. Faculty members who are on part-time leaves of absence shall receive applicable salary increases at the time they become effective.

(f) The Board of Trustees and the University Administration shall not be liable for the acts or omissions of any faculty member granted leave under this Section and the UFF shall hold the University Administration and Board of Trustees harmless for any such acts or omissions, including the costs of defending against such claims.

4.4 Released Time.

(a) Each semester (spring and fall) the Board of Trustees and the University Administration shall provide released time to full-time faculty members designated by the UFF for the purpose of carrying out the UFF's obligations in representing faculty and administering this Agreement, on the following schedule

- Fall Semester: 3 units
- Spring Semester: 3 units; plus 2 additional units in those Spring Semesters when the parties are negotiating a collective bargaining agreement.

(1) One "unit" of released time during the Fall and Spring semesters consists of a reduction in teaching load of one (1) course for instructional faculty or, for non-instructional faculty, a reduction in workload of ten (10) hours per week, which shall include a corresponding 25% reduction in assigned duties.

(2) A faculty member may receive more than one "unit" of released time per semester, up to a maximum of two units per semester.

(b) The UFF may designate faculty to receive released time during the academic year, provided that:

(1) In departments with ten (10) or fewer faculty members, no more than one (1) unit of released time shall be assigned, unless agreed to by the department supervisor.

(2) The UFF shall provide the University Administration with a list of designees for the next academic year no later than March 1. Upon approval of the designees by the University Administration, the designees shall receive the release time for one (1) academic year, unless the University Administration is notified of a substitute for the Spring semester. Substitutions for the Spring semester shall be made upon written notification submitted by the UFF to the University Administration no later than November 15.

(c) Salary increases.

(1) Faculty members on released time shall receive any across the board, guaranteed minimum, or market equity/compression/inversion salary increases on the same basis as other faculty members. This section shall not be construed to limit a faculty member on released time from earning a merit increase if the faculty member otherwise met the eligibility requirements for merit increases. In evaluating whether a faculty member on released time is eligible for a merit increase, the merit score will still be computed by weighting the teaching component by the appropriate percentage as listed in Article 28 regarding Salaries. The fact that the faculty member had a reduced teaching load will not be used as a basis for reducing the points assigned for the teaching component of the faculty member's merit score.

(2) Released time activities shall not be evaluated, but such activities shall be considered university service and the University Administration shall not take reprisals against any faculty member for using released time.

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

(e) Summer.

(1) The UFF may designate a total of two (2) faculty members to receive a thirteen (13) week .25 FTE summer released time assignment. However, in departments with ten (10) or fewer faculty members, no more than one (1) unit of released time shall be assigned, unless agreed to by the department supervisor.

(2) Additional released time to complete collective bargaining negotiations. The parties will endeavor to complete collective bargaining negotiations during the spring semester. In those years when the parties have been delayed in completing collective bargaining negotiations, but are making reasonable progress toward completion, the UFF may designate two additional 13 week .25 FTE summer release assignments.

(3) A faculty member may receive more than one such thirteen week .25 FTE released time assignment per semester, up to a maximum of two units per summer.

(4) The UFF shall provide the Board with a list of requested designees no later than March 1 of the academic year preceding the summer term.

(5) All other provisions contained in Section 4.4, except 4.4(a) and (b), shall apply to summer released time.

4.5 Faculty Orientations.

(a) Human Resources Orientation. UFF shall be included in the Human Resources orientation for new faculty and shall be permitted to make a presentation of reasonable length at that orientation. UFF shall be permitted to have a packet of printed material included in the packets provided to the new faculty at the Human Resources orientation.

(b) Academic Affairs Orientation. UFF shall be invited to have a representative present at the Academic Affairs orientation for new faculty. UFF shall be permitted to have a packet of printed material included in the packets provided to new faculty at the Academic Affairs orientation.

ARTICLE 5
PAYROLL DEDUCTION

5.1 Deductions. The University Administration shall deduct biweekly and without interruption, the following from the pay of those faculty members in the bargaining unit who individually and voluntarily make such requests on a written authorization form such as contained in “Appendix B” to this Agreement:

(a) The University Administration shall provide one after-tax deduction code for UFF membership dues and uniform assessments.

(b) The University Administration shall provide one pre-tax deduction code and one after-tax deduction code for UFF voluntary economic services programs. Deductions shall be made on a pre-tax or after-tax basis at the UFF’s designation, provided there is no legal impediment to doing so, and provided that the pre-tax deduction is permitted by the federal tax code. All such programs and deductions shall meet the requirements of state and federal law as well as University Administration rules and regulations. The University Administration and the UFF agree that, except as provided by law in the case of exigent circumstances, the impact of any change in University Administration rules or regulations affecting these programs and deductions shall be subject to negotiations.

(c) Regarding any program requiring payroll deduction, the UFF shall provide the University Administration with the name of the common remitter company and a statement attesting that the common remitter has been approved by the UFF.

(d) In the event a faculty member’s salary earnings within any pay period are not sufficient to cover dues and other authorized deductions, it will be the UFF’s responsibility to collect its dues and other authorized deductions for that pay period directly from the faculty member.

5.2 Timing of Deductions.

(a) The University Administration shall make deductions biweekly and without interruption, beginning with the first full pay period commencing at least seven (7) days following receipt of authorization.

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

5.3 Remittance.

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

(b) Accompanying each remittance shall be a list containing the following information for each faculty member from whose salary the University Administration has made such deductions:

- (1) Name and department of the faculty member;
- (2) Biweekly salary of the faculty member;
- (3) Amounts deducted from the faculty member’s salary.

(c) The University Administration shall provide this list in electronic form.

(d) The University Administration shall promptly provide the UFF with a copy of any written authorization from a faculty member terminating dues or other deductions.

5.4 Termination of Deduction. The University Administration's responsibility for deducting dues and other authorized deductions from a faculty member's salary shall terminate automatically upon either

(a) thirty (30) days written notice from the faculty member to the University Administration revoking that faculty member's prior deduction authorization, or

(b) the termination of employment of the authorizing faculty member.

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

5.6 Indemnification. The UFF assumes responsibility for:

(a) All claims against the Board of Trustees and/or the University Administration, including the costs of defending such actions, arising from their compliance with this Article, and

(b) All monies deducted under this Article and remitted to the UFF. The UFF shall promptly refund to the University Administration any excess monies received under this Article.

5.7 Exceptions. The University Administration will not deduct any UFF fines, penalties, or special assessments from the pay of any faculty member, nor is the University Administration obligated to provide more than three payroll deduction fields for the purpose of making deductions described in this Article.

5.8 Termination of Agreement. The University Administration's responsibilities under this Article shall terminate automatically upon

(a) decertification of the UFF or the suspension or revocation of its certification by the Florida Public Employees Relations Commission, or

(b) revocation of the UFF's deduction privilege by the Florida Public Employees Relations Commission.

ARTICLE 6 CONSULTATION

6.1 Consultations Between the University Administration and the UFF.

(a) Upon written notice by either the University President or the UFF, the University President and/or designees shall meet with the UFF/UNF President and other UFF representatives to discuss matters pertinent to the implementation or administration of this Agreement, University Administration actions affecting terms and conditions of employment, or any other mutually agreeable matters.

(b) Such meetings shall occur at least once each semester and at least once in the summer, unless the President and the UFF agree otherwise.

(c) The party requesting consultation shall submit a written list of agenda items not less than one (1) week in advance of the consultation. The other party may also submit a written list of agenda items at least one (1) day in advance of the meeting if that party wishes to discuss issues that are not on the agenda of the party requesting the consultation.

(d) These consultations are intended to resolve problems regarding the implementation and administration of the Agreement and shall not be used for the purpose of collective bargaining.

6.2 Consultations Between the University President and the UFF/UNF President.

(a) The University President and the UFF/UNF President shall meet at mutually agreeable times as needed to discuss matters pertinent to the implementation or administration of this Agreement, University Administration actions affecting terms and conditions of employment, or any other mutually agreeable matters.

(b) The party requesting consultation shall submit a written list of agenda items not less than one (1) week in advance of the consultation. The other party may also submit a written list of agenda items at least one (1) day in advance of the meeting if that party wishes to discuss issues that are not on the agenda of the party requesting the consultation.

(c) These consultations are intended to resolve problems regarding the implementation and administration of the Agreement and shall not be used for the purpose of collective bargaining.

ARTICLE 7
MAINTENANCE OF BENEFITS

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

7.2 The UFF, the Board of Trustees, and the University Administration further acknowledge that established rights and benefits cannot be changed without providing the opportunity for negotiation.

ARTICLE 8
UNF RULES AND POLICIES

8.1 Established terms and conditions of employment cannot be changed without providing the opportunity for negotiation.

8.2 Notice of Proposed Policies or Rules.

(a) The University Administration shall provide to the UFF an advance copy of any proposed policy by including the UFF on the University Administration's Policy Routing Sheet.

(b) The University Administration shall provide the UFF with an advance copy of a proposed rule promptly but not later than the date of publication of the initial public notice of a proposed rule under the provisions of the Administrative Procedure Act. With respect to a rule adopted pursuant to the emergency provisions of the Administrative Procedure Act, a copy shall be provided as far in advance of its effective date as is feasible under the circumstances.

8.3 Inconsistencies with Agreement.

(a) If there is an inconsistency between an existing University rule or policy and an express provision of this Agreement, such rule or policy shall not apply to bargaining unit faculty members.

(b) No new or amended University rule, policy, or resolution shall apply to bargaining unit faculty members if it conflicts with an express term of the Agreement or, in the absence of an express term, established past practice.

(c) If any rule, policy, or resolution proposed by the University Administration has a direct and substantial impact on wages, hours, or terms or conditions of employment, the University Administration shall, upon UFF's request, engage in collective bargaining with respect to the impact of the change prior to implementing it.

ARTICLE 9
BYLAWS GOVERNING TERMS AND CONDITIONS OF EMPLOYMENT

9.1 Policy. The University Administration and the UFF have agreed by the express terms of this Agreement to delegate to appropriate units the development, within specified parameters, of discipline specific interpretation and clarification of University criteria or procedures, to be codified in the bylaws of the unit.

(a) Discipline specific interpretations and clarifications of University criteria, contained in college/department bylaws, must be sufficiently thorough to provide a meaningful interpretation or clarification.

(b) If the UFF finds that either (1) the faculty of the appropriate unit have not provided discipline specific interpretations and clarifications of University criteria with sufficient thoroughness to be meaningful, or (2) the faculty of the appropriate unit have waived altogether their responsibility for developing such discipline specific interpretations and clarifications, then the UFF may request negotiations pursuant to Chapter 447, Part II, Florida Statutes.

(c) When a provision of this Agreement references college or departmental bylaws, such bylaws (and any revisions thereto) shall be developed and adopted pursuant to the procedures set forth in this Article.

9.2 College and Departmental Bylaws.

(a) Development of and Revisions to Bylaws. The faculty members of each department, college, or other relevant unit (who are covered by this Agreement) shall develop the bylaws (and any revisions thereto) for that unit. The faculty members shall have the right to participate in the development of and vote on any matters in the bylaws or subsequent revisions that directly affect them. If the faculty in the affected unit develop the bylaws by means of a committee, such committee shall be comprised of faculty members (who are covered by this Agreement) elected by the faculty of that unit (who are covered by this Agreement).

(1) The unit supervisor shall provide the faculty members of the unit with a copy of the existing bylaws, the statement of the mission and goals of the unit and the University, and a copy of this Agreement before meeting to discuss with them the development or revision process.

(2) No provision of the bylaws that govern terms and conditions of employment shall be inconsistent with the provisions of this Agreement, established University rules or policies, or with the mission and goals of the unit and the University.

(3) The bylaws shall be periodically reviewed by the faculty (who are covered by this Agreement), and revisions proposed, whenever a change in this Agreement has a direct and significant impact upon the bylaws.

(4) Departments, colleges, and other relevant units are encouraged to exchange and discuss drafts of their bylaws during the formulation and revision processes.

(b) Faculty Approval.

(1) Provisions in the bylaws (and revisions thereto) must be approved by a two-thirds majority vote of the faculty in the relevant unit who are eligible to vote on the matter under consideration. The vote shall be conducted in a lawful manner which is intended to assure the free and voluntary exercise of choice by affected faculty members.

(2) If the faculty of the relevant unit are unable to approve the proposed bylaws or revisions by a two-thirds majority vote, then the UFF may request negotiations pursuant to Chapter 447, Part II, Florida Statutes.

(c) Administrative Review and Approval. Bylaws and revisions to bylaws approved by the faculty (who are covered by this Agreement) shall be submitted by the faculty to the department chair and/or dean for review and recommendation. Department bylaws or revisions shall be reviewed by the chair, who shall make a recommendation to the dean within seven (7) days of receipt. College bylaws or revisions shall be reviewed by the dean. The University Administration shall also review the proposed bylaws and revisions to determine whether they comply with this Agreement and with the mission and goals of the University.

(1) If, within thirty (30) days of submission, the dean does not either recommend approval to the Provost or designee (with notification to the unit faculty) or provide written objections to the unit faculty, the faculty may submit the unit's bylaws directly to the Provost or designee for approval, pursuant to Section 9.2(d) below.

(2) If the dean recommends approval of the proposed bylaws, then the dean shall submit the proposed bylaws, together with his/her recommendation and the chair's recommendation for approval, to the Provost or designee for final disposition, pursuant to this Article. The dean shall submit the proposed bylaws and the recommendations to the Provost or designee, with a copy to the affected faculty, within thirty (30) days of receipt of the bylaws by the dean.

(3) If the chair or dean objects to any provision of the bylaws, the dean shall return the bylaws to the affected faculty within thirty (30) days of receipt of the bylaws by the dean. The dean shall provide the affected faculty with detailed written objections.

a. The faculty may submit a revision to the dean within thirty (30) days after receiving the dean's objections.

b. Consideration of Revisions.

1. If the dean recommends approval of the revision, then the dean shall submit the proposed bylaws, together with the chair/dean's recommendations for approval, to the Provost or designee for final disposition, pursuant to this Article. The dean shall submit the proposed bylaws and the recommendations to the Provost or designee, with a copy to the affected faculty, within thirty (30) days of receipt by the dean of the revision.

2. If the dean does not recommend approval of the revision, then the dean shall submit to the Provost or designee the language that the chair/dean recommends for inclusion in the bylaws. The dean shall submit both his/her recommended language and the chair/dean's justification for the recommendation to the Provost or designee, with a copy to the affected faculty, within thirty (30) days of receipt by the dean of the revision.

3. If the dean does not recommend approval of the revision, a faculty member from the unit (who is covered by this Agreement) selected by the affected faculty members (who are covered by this Agreement), may submit to the Provost or designee, with a copy to the dean, the language that the faculty proposed for the bylaws, along with written justification for that language.

4. If the dean does not timely submit his recommendation to the Provost or designee, the faculty may submit their recommendation directly to the Provost or designee for consideration.

c. If the faculty do not submit revisions to the dean within thirty (30) days of receipt of his/her objections, the UFF/UNF President shall be notified and may request collective bargaining negotiations pursuant to Chapter 447, Part II, Florida Statutes.

(d) Final Disposition.

(1) The Provost or designee shall review the proposed bylaws and all recommendations, justifications, and objections thereto and render a decision as to whether the bylaws shall be adopted by the University Administration. The Provost or designee shall notify the affected faculty and the UFF/UNF President of the decision within thirty (30) days of receipt of the proposed bylaws.

(2) The University Administration shall notify the UFF/UNF President if the affected faculty disagree with the decision of the Provost or designee, or if the Provost or designee does not timely respond to the unit's proposed bylaws. Under these circumstances, the UFF may request negotiations pursuant to Chapter 447, Part II, Florida Statutes.

(e) Once approved by the Provost or designee, no provision of the bylaws shall be unilaterally altered or suspended, except pursuant to Chapter 447, Part II, Florida Statutes. The application or interpretation of the bylaws shall be grievable under this Agreement.

(f) A copy of the bylaws shall be kept on file in the department/unit and college office, as well as in the Office of Academic Affairs. A copy of the bylaws shall also be provided to the UFF.

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

ARTICLE 10
ACADEMIC FREEDOM AND RESPONSIBILITY

10.1 Policy. The University Administration and the UFF shall fully maintain, encourage, and protect academic freedom. “Academic” in this context means all matters relating to the academy.

(a) Academic freedom and responsibility are essential to the University and apply to teaching, research/creative activities, and professional, public, and University service. The University Administration and the UFF also affirm that academic freedom is accompanied by corresponding faculty and Administration responsibilities, arising from the nature of the educational process.

(b) In order to ensure within the University an atmosphere of academic freedom,

(1) Neither the University Administration nor its representatives shall apply any provision in this Agreement in such a way as to violate any faculty member’s academic freedom or to penalize a faculty member for the legitimate exercise of academic freedom.

(2) The University Administration shall protect members of the faculty against infringement of their academic freedom.

10.2 Academic Freedom. Faculty members shall be free to discuss all relevant matters in the classroom, to explore all avenues of scholarship, research, and creative expression, to speak freely on all matters of university governance without fear of University censorship, retaliation, or discipline.

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

(1) Present and discuss academic subjects relevant to the course of instruction, including controversial material, frankly and in a forthright manner.

(2) Select instructional materials and define course content (unless the affected department faculty decide to make group decisions), and determine grades. The grade a current faculty member has determined for a student’s performance shall not be changed without the faculty member’s consent, except by the current University academic appeals process. The majority of the appeals committee shall be in-unit faculty, and no case shall be heard without five (5) voting members, the majority of whom shall be in-unit faculty.

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

(b) Service. Service includes, but is not limited to, participation in the governance processes of the University, which is a fundamental aspect of academic freedom. Faculty shall have freedom to present ideas and discuss, frankly and in a forthright manner, academic policy, University governance, or other matters pertaining to the University.

10.3 Academic Responsibility of Faculty Members. Academic freedom is accompanied by corresponding faculty responsibilities. Academic responsibility implies the competent performance of academic duties and obligations, the responsible exercise of academic freedom, and the commitment to support the responsible exercise of academic freedom by others. Members of the faculty are expected to:

(a) Observe and uphold the commonly accepted ethical standards of the academy, which includes being forthright and intellectually honest in the pursuit and communication of scientific and scholarly knowledge;

(b) Treat students, staff, and colleagues in a manner consistent with the provisions of this article and the article on nondiscrimination;

(c) Respect the integrity of the evaluation process, including the privacy rights of students under law; and evaluate students, staff, and colleagues fairly according to the criteria and procedures specified in the evaluation process;

(d) Represent oneself as a spokesperson for the University only when specifically authorized to do so;

(e) Participate, as appropriate, in the system of academic governance, especially at the department/unit level.

(f) Observe the published rules and regulations of the University, provided the rules and regulations do not contravene academic freedom, which includes the faculty member's right to responsibly criticize and seek revision of those rules and regulations; and

(g) Refrain from engaging in a pattern of behavior that disrupts or obstructs the orderly and effective functioning of the department, college, or University.¹

10.4 Academic Responsibility of the Board and the University Administration. Academic freedom is accompanied by corresponding responsibilities of the Board and the University Administration. Academic responsibility implies a commitment to actively foster within the University a climate favorable to the responsible exercise of academic freedom. Therefore, it is the responsibility of the Board and the University Administration to:

(a) Ensure that academic freedom is not stifled or compromised;

(b) Treat students, staff, and faculty members in a manner consistent with the provisions of this article and the article on nondiscrimination;

(c) Respect the integrity of the evaluation process, including the privacy rights under law of the students, faculty members, and staff; and evaluate students, faculty members, and staff fairly according to the criteria and procedures specified in the evaluation process;

(d) Prohibit unauthorized persons from entering or interrupting a faculty member's classroom or laboratory, except with prior permission from the responsible faculty member, or during legitimate emergencies. This exclusion shall not apply to administrators who are responsible for evaluating the faculty member and who have followed the provisions of the Evaluation article. At the faculty member's request, University Administration shall take appropriate action to enforce this subsection;

(e) Respect and adhere to the principles of academic governance;

¹ This section shall not be construed or used to inhibit vigorous and tough-minded academic disagreements which are a vital aspect of academic freedom. A pattern of disruptive or obstructive behavior must be demonstrated by timely documentation in the faculty member's evaluation file. The University Administration and the UFF recognize that academic freedom is accompanied by corresponding responsibilities, including the duty to exercise appropriate restraint and to show appropriate respect for the right of others to hold differing opinions. Consequently, while academic disagreements are part of the orderly functioning of a university, appropriate constructive cooperation is also critical to the faculty member's effective performance as a member of the academy. The parties recognize that there is a point beyond which a pattern of behavior exceeds the reasonable bounds of academic freedom, and becomes disruptive and obstructive to the orderly and effective functioning of the institution. At that point, the faculty member's behavior is beyond the protection of academic freedom.

(f) Observe the published rules and regulations of the University, provided that the rules and regulations do not contravene academic freedom, which includes the faculty member's right to responsibly criticize and seek revision of those rules and regulations; and

(g) Refrain from engaging in behavior that directly undermines academic freedom as described in this article or otherwise disrupts or obstructs the orderly and effective functioning of the department, college, or University.

ARTICLE 11 NONDISCRIMINATION

11.1 **Statement of Intent.** The Trustees, the University Administration, and the UFF fully support all laws intended to protect and safeguard the rights and opportunities of each faculty member to work in an environment free from any form of discrimination or harassment. The parties recognize their obligations under federal and State laws, rules, and regulations prohibiting discrimination, and have made clear their support for the concepts of affirmative action and equal employment opportunity. They desire to assure equal employment opportunities within the University and recognize that the purpose of affirmative action is to provide equal opportunity to women, minorities, and other affected groups to achieve equality in the University. The implementation of affirmative action programs will require positive actions that will affect terms and conditions of employment and to this end the parties have, in this Agreement and elsewhere, undertaken programs to ensure equitable opportunities for faculty members to receive salary adjustments, tenure, continuing multi-year appointments, successive fixed multi-year appointments, promotion, sabbaticals, and other benefits. This statement of intent is not intended to be subject to Article 31, Grievance Procedure and Arbitration.

11.2 **Policy.**

(a) The Trustees, the University Administration, and the UFF shall not discriminate against any faculty member based upon race, color, sex, religious creed, national origin, age, veteran status, disability, political affiliation, or marital status, nor shall the Trustees, the University Administration or the UFF abridge any rights of faculty members related to union activity granted under Chapter 447, Florida Statutes, including but not limited to the right to assist or to refrain from assisting the UFF. Personnel decisions shall be based on job-related criteria and performance.

(b) **Sexual Harassment.**

(1) Sexual harassment is a prohibited form of sex discrimination. In *Meritor Savings Bank v. Vinson*, 106 S.Ct. 2399 (1986), the United States Supreme Court defined sexual harassment (29 CFR 1604.11a) in the employment context as including the following:

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

(2) In addition to the parties' concern with respect to sexual harassment in the employment context, the parties also recognize the potential for this form of illegal discrimination against students. Relationships between faculty members and students, even if consensual, may become exploitative, and especially so when a student's academic work, residential life, or athletic endeavors are supervised or evaluated by the faculty member (see the Academic Freedom and Responsibility Article, Section 10.3). These relationships may also involve a conflict of interest (see Article 26 Conflict of Interest/Outside Activity).

(c) Investigation of Charges of Discrimination. Charges of discrimination, including those filed by faculty members against students, alleging unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature that constitutes sexual harassment, shall be promptly reviewed/investigated according to established university procedures. No faculty member reviewed/investigated under such procedures shall be disciplined until such review is complete and a finding of discrimination has been issued.

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

(d) Should state or federal law establish sexual orientation as a protected category for claims of discrimination during the term of this Agreement, the Board and the UFF agree to modify the Agreement pursuant to the Amendment and Duration Article.

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

11.4 Consultation. As part of the consultation process described in the Consultation article, the parties agree to discuss efforts made to appoint and retain women and minority faculty members.

11.5 Grievance Procedures. Claims of such discrimination by the Trustees or the University Administration may be presented as grievances pursuant to Article 31, Grievance Procedure and Arbitration. It is the intent of the parties that matters which may be presented as grievances under Article 31, Grievance Procedure and Arbitration, be so presented and resolved thereunder instead of using other procedures. The UFF agrees not to process cases arising under this Article when alternate procedures to Article 31 are initiated by the grievant, except as specifically provided for in the Grievance Procedure and Arbitration Article, Section 31.1(b).

ARTICLE 12 APPOINTMENT

12.1 Policy. It shall be the policy of the University Administration to fill appointment vacancies with the best possible candidates. Therefore, consistent with its commitment to ensuring a qualified and diverse faculty, the deans and chairs along with other members of the University administration, working with the faculty, shall approve the standards, qualifications, competencies, and criteria used in recruitment and selection of new faculty.

12.2 Procedure.

(a) The University Administration shall authorize advertisements for appointment vacancies through appropriate professional channels. A statement indicating that the salaries of University faculty are public record and that such information is available in the UNF Library shall be included on the UNF vacancy announcement website.

(b) Faculty Search Committees shall be established for all non-visiting appointments, not including the position classification of laboratory lecturer. These faculty search committees shall be composed mostly of faculty (who are covered by this Agreement) from the appropriate unit or units. Furthermore, these faculty search committees shall not include department chairs or deans but may include an assistant or associate dean based upon his/her disciplinary expertise in the field in which the appointment will be made. The committees shall receive applications, screen candidates, and make recommendations for these appointment vacancies under the established standards, qualifications, competencies, and criteria. The University Administration welcomes applications from all qualified individuals.

(c) Committee Recommendations for Appointment. After the screening and interview process has been completed, the Faculty Search Committee shall recommend for possible appointment those candidates, if any, it deems most qualified in meeting the established standards, qualifications, competencies, and criteria.

(d) Hiring Administrator's Decision.

(1) If a Faculty Search Committee cannot make a recommendation as per Section 12.2(c) above, then the hiring administrator may ask the Committee to consider additional candidates from the remaining pool of candidates.

(2) Prior to making a recommendation to hire a candidate to fill a bargaining unit vacancy, the Chair or the Director of the Library shall meet with the faculty members in the department /library to discuss the recommendations of the faculty search committee and shall make the faculty's views known to the hiring administrator.

(3) After receiving input from the faculty, the University Administration shall appoint the candidate it deems most qualified based upon the candidates' qualifications and competencies, and the approved standards and criteria.

12.3 Employment Contracts. All appointments shall be made on a University employment contract signed by the President or designee and the faculty member. The University employment contract shall contain the following elements:

(a) Date

(b) Classification title/rank and code

- (c) Appointment status
- (d) College and department, or other employment unit
- (e) Length of the appointment
- (f) Percent of full-time effort (FTE) assigned
- (g) Salary rate
- (h) A statement that the position is (1) tenured, (2) non-tenure earning, or (3) tenure-earning. If years of service at another institution are being credited towards tenure, a statement setting out the number of years to be credited towards tenure or promotion shall be included.
- (i) A statement informing the faculty member of his/her obligation to report all compensated outside activity and any non-compensated activity that the faculty member should reasonably perceive to be a conflict of interest.
- (j) A statement of any special conditions of employment detailed in the letter of offer. If a condition of employment outlined in the letter of offer is not reflected in the employment contract, such special condition shall be operative and the employment contract shall be revised accordingly.
- (k) A statement that the appointment is subject to the Constitution and law of the State of Florida and the United States, the rules of the University, and the provisions of this faculty Collective Bargaining Agreement.
- (l) The following statement if the appointment is not subject to notice of non-reappointment: “Your employment under this contract will cease on the date indicated. No further notice of cessation of employment is required.”
- (m) The statement: “The faculty Collective Bargaining Agreement prohibits discrimination against any faculty member based upon race, color, gender, religious creed, national origin, age, veteran status, disability, political affiliation, marital status, or faculty rights related to union activity as granted under Chapter 447, Florida Statutes. A claim of such discrimination against the University may be presented as a grievance pursuant to the provisions of the Grievance and Arbitration article.”
- (n) A statement that the faculty member’s signature on the employment contract shall not be deemed a waiver of the right to process a grievance with respect to compliance with provisions of the Agreement.
- (o) A statement that the salaries of faculty members in the department and the salaries of faculty in the same rank are a matter of public record and are available for review in the department office and in the Library.
- (p) The statement: “If you have not been provided with a copy of the faculty Collective Bargaining Agreement, notify your supervisor and you will be given one.”

12.4 Appointments.

(a) Salary Rate Calculation and Payment. The biweekly salary rate of faculty serving on calendar-year appointments shall be calculated by dividing the calendar-year salary rate by the actual number of pay periods in the calendar year.

(b) The academic year faculty contract shall normally be for thirty-nine (39) consecutive weeks and shall begin on the same date. However, the University Administration and the UFF recognize that there are exceptions to this provision and agree that the full academic-year salary rate associated with such appointments shall be paid across the appointment period.

(c) Change in Appointments.

(1) Faculty members shall serve on either an academic-year or a calendar-year appointment.

(2) A faculty member serving on a calendar-year appointment may request an academic-year appointment. Similarly, a faculty member serving on an academic-year appointment may request a calendar-year appointment. The President or designee shall carefully consider such requests. If the requested change is denied, the President or designee shall provide written notice of the reasons for the denial.

(3) If approved by the President or representative, and assuming that the assigned responsibilities remain substantially the same, a faculty member's base salary shall be adjusted by 81.8 percent when changing from a calendar-year appointment to an academic-year appointment, or by 122.2 percent when changing from an academic-year appointment to a calendar-year appointment. For the purpose of calculating the base salary, any stipend must be eliminated before salary adjustments are made.

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

12.5 Visiting Appointments.

(a) A visiting appointment shall be made only to a person having appropriate professional qualifications. Under normal circumstances, the individual is employed as a visiting faculty member for a period of only one academic year.

(b) Visiting appointments may be extended past the normal one-year period, provided that the appointment is a temporary appointment for which a search for a regular full-time faculty position is either in process or planned to commence in the near future, or the appointment is to substitute for a faculty member on sabbatical or approved leave.

(c) Before approving any request to extend the employment of a visiting faculty member, the Chair must consult with the faculty members in the department and make the faculty's view on the extended appointment known to the hiring administrator. Any request to extend the employment of a visiting faculty member more than one year must have the approval of the Provost or designee. The Provost or designee shall promptly notify the UFF regarding any such extensions and UFF shall have the right to consult on such extensions under the provisions of the Consultation article.

(d) Regardless of rank, no faculty member with a visiting appointment shall be given a regular appointment without following the search procedures set forth in this article.

12.6 Part-time (Adjunct) Appointments. Part-time (adjunct) instructional appointments are for one academic term at a time and are ordinarily paid on a per course basis. The use of part-time, non-unit, non-salaried instructional faculty (adjuncts) at the University shall, upon the request of the UFF Chapter representatives, be a subject of consultation under the provisions of the Consultation article.

12.7 Multi-Year Appointments.

(a) A multi-year appointment shall be offered for a period of two to five academic or calendar years. The criteria and procedures shall be maintained in the college or department bylaws. An initial or successive multi-year appointment may be offered only for the following:

(1) Instructors and Lecturers;
(2) Assistant Librarians, Associate Librarians, Librarians, Curators or Counselor/Advisors; or

(3) Individuals who have held the rank of full professor for at least five (5) years at another institution of higher education. No more than six (6) such individuals shall hold multi-year appointments at the same time.

(4) Individuals who have officially retired from universities or other organizations who meet the required standards, qualifications, competencies, and criteria.

(b) Criteria and Procedures. The deans and chairs, along with other members of the University Administration working with the faculty, shall develop the criteria and procedures for an initial or successive multi-year appointment in each department or college offering multi-year appointments.

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

(2) These written criteria and procedures shall be implemented upon a two-thirds approval of faculty eligible to vote in departmental governance.

(3) The faculty member shall be advised in the penultimate year of the appointment that to be considered for a successive multi-year appointment, the faculty member must submit a request and written documentation to his/her Chair or supervisor, pursuant to written procedures established by the appropriate department's bylaws. Prior to making a recommendation on this issue, the Chair or the Director of the Library shall consult with the faculty members in the department/library and shall make the faculty's views known to the hiring administrator. The University Administration shall endeavor to notify the faculty member in writing by July 1, but in no event later than the beginning of the final year of the faculty member's current appointment, of its decision to offer or not offer a successive appointment.

(c) Faculty members who are under multi-year contracts cannot be terminated during the contract period except for just cause or layoff.

ARTICLE 13
NON-REAPPOINTMENT AND RESIGNATIONS

13.1 No Property Right. No appointment shall create any right, interest, or expectancy in any other appointment beyond its specific terms, except as provided in the Layoff and Recall Article, Section 33.2 and Tenure Article, Section 19.1(b).

13.2 Notice.

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

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

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

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

(4) The provision of notice under this section does not provide rights to a summer appointment beyond those provided in Summer Appointment and Assignments Article 17.

(b) Faculty members who are on "soft money," e.g., contracts and grants, sponsored research funds, and grants and donations trust funds, except those described in Section 13.2(a)(3), above, are entitled to the following written notice that they shall not be offered further appointment:

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

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

(c) Faculty members who are appointed for less than one (1) academic year, who are appointed to a visiting appointment, who are appointed to a fixed multi-year appointment, pursuant to the Appointment Article, Section 12.7 and employees employed in an auxiliary entity, are not entitled to notice that they shall not be offered further appointment, and the statement in (d), below, shall be included in their employment contracts.

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

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

(e) A faculty member who is entitled to written notice of non-reappointment in accordance with the provisions of Section 13.2 who receives written notice that the faculty member shall not be offered further appointment shall be entitled, upon written request within twenty (20) days following receipt of such notice, to a written statement of the basis for the

decision not to reappoint. Thereafter, the President or representative shall provide such statement within twenty (20) days following receipt of such request. All such notices and statements are to be sent by certified mail, return receipt requested, or delivered in person to the faculty member with written documentation of receipt obtained.

13.3 Grievability. A faculty member who receives written notice of non-reappointment may, according to the Grievance Article, contest the decision because of an alleged violation of a specific term of the Agreement or because of an alleged violation of the employee's constitutional rights. Such grievances must be filed within thirty (30) days of receipt of the statement of the basis for the decision not to reappoint pursuant to Section 13.2(e) or receipt of the notice of non-reappointment if no statement is requested.

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

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

(b) Offer such faculty member, who is not otherwise employed in an equivalent full-time position, re-employment in the same or similar position at the University for a period of two years following the initial notice of non-reappointment, should an opportunity for such re-employment arise. All persons on the recall list shall regularly be sent the University's position vacancy announcements. For this purpose, it shall be the faculty member's responsibility to keep the University advised of the faculty member's current address. Any offer of re-employment pursuant to this section must be accepted within fifteen (15) days after the date of the offer, such acceptance to take effect not later than the beginning of the semester immediately following the date the offer was made. In the event such offer of re-employment is not accepted, the faculty member shall receive no further consideration pursuant to this Article.

13.5 Resignation. A faculty member who wishes to resign has the professional obligation, when possible, to provide the University with at least one semester's notice. Upon resignation, all consideration for tenure and reappointment shall cease.

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

ARTICLE 14

ASSIGNMENT OF RESPONSIBILITIES

14.1 Policy.

(a) The University Administration and the UFF agree that the assignment of responsibilities to faculty members is one of the mechanisms by which the University establishes its priorities, carries out its mission, and creates opportunities to increase the quality and integrity of its academic programs.

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

(c) The University Administration and the UFF recognize that it is a part of the professional responsibility of faculty to carry out their duties in an appropriate manner and place. For example, while instructional activities, office hours, and other duties and responsibilities, such as department and/or college meetings in which faculty members are normally expected to participate are scheduled to be performed at specific times and places, non-scheduled activities are more appropriately performed in a manner and place determined by the faculty member. Although the faculty member has the right to determine when and where to perform these non-scheduled activities, the faculty member should consult with his/her supervisor where appropriate.

(d) Each faculty member should be afforded assignments that provide equitable opportunities, in relation to other faculty members in the same department/unit, to meet the required criteria for promotion, tenure, merit salary increases, and, if applicable, multi-year appointments.

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

14.2 Considerations in Assignment.

(a) The Trustees and the UFF recognize that while the Legislature has described the minimum full academic assignment in terms of twelve (12) contact hours of instruction or equivalent research/scholarship and service, the professional obligation undertaken by a faculty member will ordinarily be broader than that minimum, and is not easily quantifiable.

(b) In making assignments, subject to the provisions of this Agreement, the University Administration has the right to determine the types of duties and responsibilities that comprise the professional obligation and to determine the mix or relative proportion of effort a faculty member may be required to expend on the various components of the obligation. Additionally, the parties recognize that if the University Administration exercises this right in a manner that has a direct and substantial impact upon terms and conditions of employment, the University Administration shall provide the UFF with the opportunity to engage in collective bargaining with regard to the impact of such changes before implementing them.

(c) In making assignments, the University Administration shall be guided by the following considerations:

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

- (2) the faculty member's qualifications, experience, professional growth and development, and preferences;
- (3) the character of the assignment, including but not limited to
 - a. the number of hours of instruction,
 - b. the distribution of day, evening and weekend courses which is fair and reasonable under the circumstances,
 - c. the number of hours between the beginning of the first assignment and the end of the last assignment in any one day (normally a maximum of 8 hours),
 - d. the number of hours between the end of the last assignment and the beginning of the next assignment (normally at least 12 hours),
 - e. the preparation required,
 - f. whether the faculty member has taught the course in the past,
 - g. the average number of students enrolled in the course in past semesters,
 - h. the time required by the course,
 - i. whether travel to another location is required,
 - j. the number of preparations required,
 - k. the faculty member's assignments in other semesters,
 - l. the terms and conditions of a contract or grant from which the faculty member is compensated,
 - m. the use of instructional technology,
 - n. the availability and adequacy of materials and equipment, facilities, secretarial services, student assistants, and other support services needed to perform the assignments, and
 - o. any changes which have been made in the assignment, including those which may have resulted from previous evaluations of the faculty member; and
- (4) the equitable opportunity, in relation to other faculty members in the same department/unit, to fulfill applicable criteria for tenure, promotion, merit salary increases, or, if applicable, multi-year appointments.

(d) The department chair/supervisor shall provide the faculty member with the opportunity to consult about the course schedule and shall accommodate a faculty member's teaching preferences to the extent practicable. During the consultation, the department chair/supervisor shall discuss any contemplated change in the faculty member's assigned allocations for teaching, research/scholarship/creative activity, and service.

(e) A faculty member shall, upon written request, promptly be granted a conference with the person responsible for making the assignment to express concerns regarding the considerations listed in subsection 14.2(c). If the conference with the person responsible for making the assignment does not resolve the faculty member's concerns, the faculty member shall, upon written request, promptly be granted an opportunity to discuss those concerns with an administrator at the next higher level. If the faculty member's concerns are not resolved, the administrator shall inform the faculty member of his/her right to address the matter through the expedited Neutral Umpire procedure described in Appendix "G".

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

(1) For the purpose of applying this principle to assignments, assignments shall be deemed arbitrary or unreasonable if one or more of the following applies:

- a. The assignment was made without providing the faculty member the opportunity to consult about the assignment.

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

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

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

c. An assigned course is outside the faculty member's area of expertise and the faculty member has not agreed to teach the course.

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

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

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

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

14.3 Initial and Subsequent Assignments.

(a) Communication of Assignment. Each instructional faculty member shall be provided a general written statement of his/her annual assignment of responsibilities in teaching, research/scholarship and other creative activities, professional service, and other duties assigned for that year. Each non-instructional faculty member shall also be provided a general written statement of his/her annual assignment of responsibilities. For returning faculty members, this assignment of responsibilities shall be included as part of the annual evaluation. New faculty members shall be informed of assigned duties as part of their letter of offer.

(b) In order to facilitate the planning of course schedules, tentative written teaching assignments for the next academic year shall be provided no later than April 1 for returning faculty members and as soon as it can be done for new faculty members. If it can be done, the final assignment shall be communicated in writing no later than six weeks prior to the starting date of each term.

(c) The assignment of responsibilities document shall be signed and dated by both the faculty member and the faculty member's chair/supervisor.

(d) The period of instructional assignment during an academic year shall not exceed an average of seventy-five (75) days per semester. A limited number of necessary meetings may be scheduled during the week after the ending of classes for each semester (exam week). Additionally, during the five (5) working days prior to the commencement of fall classes, faculty

may be assigned scheduled duties including testing, advisement, meetings, and workshops. Within each semester, activities referred to above shall be scheduled during contiguous weeks, with the exception of spring break.

14.4 Change in Assignment.

(a) Should it become necessary to make changes in a faculty member's assignment, the person responsible for making the change shall promptly notify the faculty member prior to making such change and shall specify such change in writing.

(b) The change in assignment shall be communicated to the faculty member in writing no later than four (4) weeks in advance of its starting date, if practicable. If a change in a faculty member's teaching assignment is made later than four (4) weeks in advance of its starting date, such change shall be noted in the chair's annual evaluation of the faculty member, and the chair must evaluate the results from the student evaluations of such courses within the context of the late change of assignment.

(c) The University Administration shall make a reasonable and good faith effort not to change the same faculty member's teaching assignment within four (4) weeks in two consecutive academic years.

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

(a) For the purpose of applying this principle to promotion, assignments shall be considered over the entire period since the original appointment or since the last promotion if the faculty member has been promoted, not solely over the period of a single annual assignment. If it is determined that a faculty member has not received assignments that provide equitable opportunities to meet the required criteria for promotion, then the faculty member must receive a timely appropriate adjustment in his/her assignment that corrects the inequity. The faculty member's annual assignments shall be included in the promotion file.

(b) For the purpose of applying this principle to tenure, assignments shall be considered over the entire period of tenure-earning service and not solely over the period of a single annual assignment.

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

(2) If an arbitrator determines that a faculty member was not provided an equitable opportunity as described in this section, the arbitrator may award an additional period of employment (not to exceed three years) for the purpose of rectifying the inequity requiring the University to provide the equitable opportunity as described herein. The arbitrator may retain jurisdiction for purposes of determining whether the ensuing assignment provides such equitable opportunity.

(c) If it is determined that a faculty member has not received assignments that provide equitable opportunities to meet the required criteria for merit salary increases, then the

faculty member must receive a timely appropriate adjustment in his/her assignment that corrects the inequity. The fact that the faculty member was not provided such equitable opportunity shall be taken into account when determining merit salary increases.

(d) The arbitrator cannot award tenure or promotion.

14.6 Office Hours. Office hours shall be posted. In order to accommodate reasonable student needs, faculty members shall normally maintain five (5) office hours per week, and shall also be available by appointment.

14.7 Equipment. The University Administration shall make a reasonable and good-faith effort to provide and maintain an adequate inventory of technologically current equipment, and shall make a reasonable and good faith effort to obtain funding to provide for the replacement of obsolete equipment.

14.8 Non-instructional Workweek. Scheduled hours for non-instructional faculty members shall not normally exceed forty (40) hours per week.

14.9 The University Administration and UFF recognize that certain faculty members (who are covered by this Agreement) have annual assignments which include supervisory responsibilities.

(a) The University Administration shall provide these supervisory faculty with notice(s) in writing of any changes relevant to labor agreements, statutes, rules, and policies affecting the working conditions and employees supervised by the faculty member.

(b) In the event that a faculty member becomes involved in a disciplinary meeting or hearing of an employee supervised by the faculty member, the faculty member shall have the right for a UFF representative to be present to observe all meetings and hearings held to discuss the issue.

14.10 Overload Assignments.

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

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

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

(d) The University Administration, at its discretion, may offer faculty members one of the following methods of compensation, or a choice between the two:

(1) \$2000 per credit hour for the overload appointment; or

(2) in exceptional circumstances, an equitable reduction in teaching assignment in the following academic year.

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

14.11 Development/Use of Instructional Technology.

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

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

(c) The University Administration shall review the considerations stated in (1) through (4), below, which may be raised by faculty development and use of instructional technology/distance learning. It is recognized that these considerations may already apply to other faculty instructional activities and, therefore, be addressed by existing University policies and procedures in effect on January 6, 2003. If the University Administration concludes that new or revised policies, other than those in effect on January 6, 2003, are needed, it shall develop those policies and provide a copy to the UFF. If new or revised policies have a direct and substantial impact on terms and conditions of employment of faculty members, the University Administration shall negotiate the impact of the new or revised policies prior to implementing them.

(1) Recognition that a faculty member’s effort spent in the assigned development of instructional technology/distance learning materials and in providing instruction assigned in this manner may be appreciably greater than that associated with a traditional course;

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

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

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

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

(e) Property Rights and Releases.

(1) Working Papers Rights. Consistent with law and other applicable provisions of this Agreement and the legitimate interests of the University, faculty members shall have the right to control of their personal correspondence, notes, raw data, and other working papers related to teaching materials, including instructional technology materials.

(2) Independent Works. Consistent with law and other applicable provisions of this Agreement, a work made in the course of independent efforts is the property of the faculty member, who has the right to determine the disposition of such work and the revenue derived from such work. As used in this Section, the term “independent efforts” means that:

support, and

- a. the ideas came from the faculty member
- b. the work was not made with the use of appreciable University
- c. the University is not held responsible for any opinions expressed in

the work.

(3) Provisions governing releases to be obtained when the Trustees or the University Administration has an interest in instructional technology are contained in the Intellectual Property Article. Consistent with such provisions and prior to the use of the instructional technology materials described in Section 14.11 (a), above, releases shall be obtained from persons appearing in, or giving financial or creative support to their development or use, and the faculty member shall certify that such development or use does not infringe upon any existing copyright or other legal right. The faculty member shall be liable to the Trustees and the University Administration for judgments resulting from such infringements.

(4) The University Administration shall assist the faculty member in obtaining releases regarding instructional technology materials when:

- a. the University Administration has asserted an interest in such materials; or
- b. the University Administration has assigned the faculty member to develop such materials.

ARTICLE 15
OFFICE SPACE AND SAFE CONDITIONS

15.1 Office Space.

(a) In-so-far as possible, the University Administration shall provide each faculty member with enclosed office space with a door lock, office equipment commensurate with assigned duties and responsibilities, and ready access to a telephone, a computer, and an internet connection.

(b) Before a faculty member's office location is changed, or before there is a substantial alteration to a faculty member's office to a degree that impedes the faculty member's work effectiveness, the affected faculty member shall promptly be notified and provided the reason(s) necessitating the change or alteration. If the faculty member is on sabbatical or leave with or without pay, a letter notifying the faculty member of the change or alteration shall be sent by U.S. Mail, Return Receipt Requested, to the faculty member's home address.

(c) Each faculty member shall, consistent with building security, have reasonable access to the faculty member's office space and laboratories, studios, music rooms, and the like used in connection with assigned responsibilities; this provision may require that campus security provide access on an individual basis.

15.2 Safe Conditions.

(a) A faculty member who observes a situation that he/she believes represents a violation of safety or health rules and regulations or that poses an unreasonable hazard to persons or property shall report such condition as soon as practicable to the Director of Environmental Health and Safety, who shall promptly investigate.

(b) The Director of Environmental Health and Safety shall reply to the concern within seven (7) days after notification of the faculty member's concern. The reply shall be in writing, if the faculty member's concern was communicated in writing.

(c) Upon the conclusion of his/her investigation, the Director of Environmental Health and Safety shall provide a report of his/her findings to the faculty member.

(d) No faculty member shall suffer an adverse employment action for making a valid report under this section.

ARTICLE 16
TRAVEL

16.1 Professional Meetings.

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

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

(c) Travel funds for such activities, if available, shall be allocated in a fair and equitable manner according to policies in department bylaws developed and approved by the faculty of the department.

16.2 Reimbursement of Expenses. Subject to the availability of funds, the faculty member's expenses in connection with such meetings, conferences, or activities shall be reimbursed in accordance with the applicable provisions of State law and rules and regulations having the force and effect of law.

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

ARTICLE 17
SUMMER APPOINTMENTS AND ASSIGNMENTS

17.1 Policy.

(a) Summer assignments shall be offered equitably and as appropriate to qualified faculty members not later than five weeks prior to the beginning of the assignment, if practicable. All such assignments shall be in accordance with written criteria.

(b) The summer assignment criteria and procedures shall be provided to each faculty member eligible for such assignment.

(c) A full-time (1.0) FTE summer assignment shall consist of teaching eight credit hours. In no case shall a summer teaching assignment exceed nine credit hours or 1.125 FTE.

17.2 Assignment.

(a) The summer course schedule shall be developed to meet the program and curricular needs of the students in the programs in the department. The department officer who schedules summer courses shall consult with the faculty members about which courses they are qualified and available to teach.

(b) Each faculty member who wishes to teach a course in the summer shall be guaranteed a course assignment, so long as the course to which the faculty member is assigned enrolls a sufficient number of students. Sufficient enrollment is generally defined as 30 students at the undergraduate lower level, 20 students at the undergraduate upper level, and 10 students at the graduate level.

(c) If sufficient student enrollment does not materialize in the course to which the faculty member is assigned, the faculty member shall be reassigned to an appropriate course that does have sufficient enrollment and is currently assigned to a part-time faculty member.

(1) This reassigned course shall be one that the faculty member has taught before or a new preparation that the faculty member has agreed to teach.

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

(3) If a faculty member has been assigned or reassigned a course fewer than five weeks prior to the first class session, the faculty member has the option of whether to administer student evaluations for that course. The faculty member shall not be disadvantaged if he/she chooses not to administer such student evaluations.

(d) The assignment of a second or third course to a faculty member shall be pursuant to the department's summer rotation policy as codified in the department's bylaws. In the absence of any newly developed or re-affirmed summer rotation policy as per the Bylaws Article, or if the University Administration does not approve the department's newly developed or re-affirmed summer rotation policy, the policy contained in Section (e) below shall apply. Within ninety (90) days after ratification of this Agreement, a department may develop a new summer rotation policy or re-affirm its existing summer rotation policy pursuant to the provisions of the Bylaws Article.

(e) Rotation Policy

(1) All department faculty members shall be ranked according to their teaching assignments in the past three summers. Those with the lowest total number of credits taught shall be ranked first, those with the next lowest number of credits taught shall follow, etc.

(2) Ties in the ranking system above shall be broken according to the following priority:

- a. Rank
- b. Years in rank at UNF (including credited years at hire), and
- c. Total years at UNF.

(3) New faculty and former administrators returned to a nine-month faculty position shall be credited with the equivalent of two three-credit hour courses per summer for purposes of inclusion in the priority listing.

(4) The priority list of faculty members shall be prepared by the Department Chair and made available to faculty members as early in the fall semester as is practical.

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

(g) The assignment of a course during a summer term does not include other credit-generating activities such as thesis or dissertation supervision, directed individual studies, supervised teaching or research/scholarship, or supervision of student interns. No faculty member shall be required to undertake such activities without compensation. Furthermore, faculty members who have not been assigned a summer course shall not be required to undertake committee work without compensation.

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

(1) For the purpose of applying this principle to summer assignments, a summer assignment shall be deemed arbitrary or unreasonable if one or more of the following applies:

a. The course assignment was made without consulting the faculty member as per Section 17.2(a), above.

b. After consulting the faculty member as per Section 17.2 (a) above, the University Administration did not make a fair and reasonable attempt to accommodate the faculty member's circumstances. In this regard, the parties recognize the following:

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

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

c. The course assigned is outside the faculty member's area of expertise.

d. The course assigned has never been taught before by the faculty member, unless the faculty member has agreed to teach the course.

e. The course has not been taught by the faculty member within the past three (3) years, unless the faculty member has agreed to teach the course.

(2) If a faculty member believes that his/her summer assignment is arbitrary or unreasonable, he/she should proceed to address the matter through the expedited Neutral Umpire procedures in Appendix "G," which shall be the exclusive method for resolving such disputes.

(3) Other claims of alleged violations of the Agreement with respect to faculty summer assignments are subject to the Grievance and Arbitration Article.

17.3 Compensation.

(a) Summer contracts are separate and distinct from, and supplemental to, the academic-year appointment. The faculty member's summer employment contract (with the total FTE and compensation reflected therein) shall be issued after all summer course assignments for the faculty member are finalized.

(b) For each three-credit-hour course assigned during the summer, a faculty member shall receive 12.5% of his/her academic year rate of pay.

(c) For each four-credit-hour course assigned during the summer, a faculty member shall receive 16.7% of the faculty member's academic year rate of pay.

(d) Courses that are other than three or four credit hours shall be prorated accordingly.

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

ARTICLE 18
PERFORMANCE EVALUATIONS AND EVALUATION FILE

18.1 Policy. Evaluations are intended to communicate to a faculty member a qualitative assessment of that faculty member's performance of assigned duties by providing him/her written constructive feedback that will assist in improving the faculty member's performance and expertise.

(a) The performance of a faculty member shall be evaluated at least once annually, with the following exceptions:

- (1) faculty members on visiting appointments
- (2) faculty members who have resigned, and
- (3) faculty members who have been issued notice of non-reappointment or termination for just cause.

(b) The period of the annual evaluation shall include the previous Summer term and Fall and Spring semesters.

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

18.2 Sources of Evaluation.

(a) Faculty Annual Report. Each faculty member shall submit to his/her chair/supervisor a report of annual activities in teaching, research/scholarship/creative activities, service, and other University duties consistent with the provisions of Sections 18.6 through 18.8. Each department/unit shall specify the required format and minimum content of the faculty annual report pursuant to Sections 18.6 and 18.7. The faculty annual report shall include any interpretive comments and/or supporting data that the faculty member deems appropriate in evaluating his/her performance.

(b) Student evaluations of classroom instruction shall be provided to the faculty member no later than May 15.

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

18.3 University Required Student Evaluations.

(a) Each faculty member shall distribute the approved student survey instrument(s) in every Summer term, except as noted in Section 17.2(c)(3), and every Fall and Spring semester for every class. However, courses involving individual instruction such as independent studies (DIS), internships, and practica shall be excluded from this form of evaluation. Study abroad courses for which these assessments are not appropriate shall be excluded from this form of evaluation, and an alternative assessment mechanism shall be utilized.

(b) In courses with more than one instructor, all instructors shall be evaluated individually.

(c) The student survey instrument(s) shall be administered during the final three (3) weeks of scheduled instruction during a class session in which no examination is scheduled.

(d) Students shall be given sufficient class time (no less than fifteen minutes) for explanation and completing of the instrument, and the instructor shall not be present while the instrument is being administered.

(e) The Student Instructional Questionnaires and the tabulated results shall be returned to the Chair. The Chair shall make available to the faculty member a copy of the tabulated results and provide the faculty member a copy of the written comments no earlier than the date on which grades must be submitted but no later than the end of the second week of the term following the term of their administration.

18.4 Observation/Visitation.

(a) (1) A faculty member, if assigned teaching duties, shall be notified by his/her chair/supervisor at least two (2) weeks in advance of the date and time of any direct classroom observation(s) or visitation(s) to be made in connection with the faculty member's annual evaluation. Upon receipt of this notification, a faculty member shall advise his/her chair/supervisor regarding any day and time that classroom observation/visitation is not appropriate because of the nature of the class activities scheduled for that day and may suggest a more appropriate date.

(2) If the chair/supervisor does not choose to observe/visit the faculty member's classroom on a date suggested by the faculty member, the chair/supervisor may as an alternative notify a faculty member at least two weeks in advance of the period (for example, a semester) over which no less than two (2) observations will be made.

(3) A written report of the observation/visitation shall be submitted to the faculty member within two (2) weeks of the observation/visitation. If the observation/visitation involves a course that was assigned to the faculty member with less than four (4) weeks notice, such change shall be noted in the report. The faculty member may submit a written reply which shall be attached to the report.

(b) Peer Assessment. A faculty member may choose to have a peer or colleague observe/visit his/her classroom and to have an assessment of that observation/visitation included as part of the faculty member's annual report that he/she submits to the chair/supervisor. The peer evaluator/colleague may be from any department/unit within the University, a retired colleague, or a colleague in the same discipline from another university. If a classroom visit is made, the peer evaluator/colleague shall visit for at least one entire class session.

18.5 Evaluation Rating Categories.

(a) Each faculty member shall be evaluated in each area of assigned duties, e.g., teaching, scholarship/research/creative activity, and service, consistent with the following rating categories.

Exemplary
Above Satisfactory
Satisfactory
Below Satisfactory
Unsatisfactory

(b) Definitions of Performance. Each department/unit, in its bylaws, shall define the performance expectations for each of the categories listed in (a), above, provided that no faculty member shall be rated as “Satisfactory,” as used in this context, who does not meet the minimum performance standards for the position.

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

(a) Teaching effectiveness, including effectiveness in presenting knowledge, information, and ideas by means or methods such as lecture, discussion, assignment and recitation, demonstration, laboratory exercise, practical experience, and direct consultation with students.

(1) The evaluation shall include consideration of effectiveness in presenting knowledge and skills, and effectiveness in stimulating students’ critical thinking and/or creative abilities, the development or revision of curriculum and course structure, and adherence to accepted standards of professional behavior in meeting responsibilities to students. Class size and format shall also be noted and considered in the evaluation.

(2) The evaluator must take into account any relevant materials submitted by the faculty member such as class notes, syllabi, student exams and assignments, a faculty member’s teaching portfolio, results of peer evaluations of teaching, and any other materials relevant to the faculty member’s instructional activities.

(3) Student evaluations are one useful tool for evaluating teaching effectiveness; however, when a faculty member has made additional information available to the evaluator, the evaluation of a faculty member shall not be based solely on student evaluations.

a. The person responsible for completing the faculty member's annual evaluation shall take particular care to consider the factors involved in teaching any course with a small or large enrollment.

b. If a faculty member elects to administer other forms of assessing student opinion in addition to those required by the department or University, the faculty member shall not be required to make public the results of those alternative assessment measures unless the faculty member intends to use those measures in support of his/her evaluation.

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

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

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

(c) Service both within the University and public service that extends professional or discipline-related contributions to the community; the State, including public schools; and the national and international community.

(1) Public service includes contributions to scholarly and professional conferences and organizations and non-paid positions on boards, agencies, and commissions that are beneficial to such groups.

(2) Participation in the governance processes of the institution means significant service on department, college, and University-wide committees and councils beyond that associated with the expected responsibility to participate in the governance of the institution through participation in regular departmental, college, or University meetings. For the purpose of this Agreement, service as the UFF/UNF President, service on the UFF bargaining team, or service as an official UFF grievance representative shall be deemed “significant service”, as set forth in this subsection, but shall not be otherwise evaluated.

(d) Other assigned University duties, such as advising, counseling, supervision of interns, and academic administration.

(e) Each department/unit shall interpret/clarify the University’s criteria for annual performance evaluations in terms more appropriate or specific to the department’s discipline(s). Such explanation or description shall be developed and approved by the faculty and included in the department’s bylaws as adopted pursuant to the bylaws provisions of this Agreement.

18.7. Department Interpretations/Clarifications of University Criteria for Annual Performance Evaluations.

(a) Judgments regarding the quality of a faculty member’s performance are complex. They cannot be easily reduced to a quantitative formula, nor can the considerations that must be applied in each individual case be completely described in general terms or by numbers alone, separate from necessary qualitative assessments. On the other hand, faculty members being evaluated must have available to them a description of what tangible accomplishments would normally qualify them for the various evaluative ratings categories referenced in 18.5, assuming that the accomplishments are of sufficient quality.

(b) In order to provide guidance to faculty members regarding the expectations for achieving the standards of performance corresponding to the evaluation ratings, each department shall adopt interpretations/clarifications of the University’s criteria for annual performance evaluations in terms appropriate or specific to the department’s discipline(s) and respective faculty members’ positions (i.e., tenured or tenure-earning, non-tenure earning, library faculty).

(1) These interpretations/clarifications must indicate:

a. the breadth and depth of accomplishments in teaching, research/scholarship/creative activity, and professional service and governance that would normally qualify a faculty for the evaluation rating category, and

b. appropriate combinations of such accomplishments that would be considered satisfactory, above satisfactory, and exemplary.

(2) With respect to research/scholarship/creative activity, each department/unit shall develop interpretations/clarifications of the evaluation rating categories of performance that are consistent with the University’s publicly articulated mission. These interpretations/clarifications must also address the relative value of different categories of research/scholarship/creative activity and the outlets in which candidates might be reasonably expected to publish, exhibit, or perform.

(c) Such interpretations/clarifications must be consistent with the criteria and procedures described in Section 18.2 through 18.6 above, and shall be included in the department’s bylaws as adopted pursuant to the bylaws provisions of this Agreement. The procedures and criteria described in Sections 18.2 through 18.6 shall be the sole basis for the annual faculty performance evaluation.

18.8 Annual Evaluation Process.

(a) The chair/supervisor shall provide to his/her department faculty the form or format for submission of a faculty member's annual report no later than April 1. The student evaluations of classroom instruction shall be provided to the faculty member no later than May 15.

(b) Each faculty member shall submit to his/her chair/supervisor the faculty member's annual report no later than June 1. If a faculty member fails to provide his/her annual report by this date, his/her chair shall proceed to complete the faculty member's annual evaluation without that information.

(c) The chair/supervisor shall complete the annual evaluation taking into account the faculty member's annual report and other sources of evaluative information referenced in Sections 18.2 through 18.4 above, and both the University's criteria for annual evaluations and the department's interpretations/clarifications referenced in Sections 18.6 and 18.7 above.

(d) The chair's/supervisor's annual written evaluation, with an attached copy of the faculty member's annual report and the annual assignment for the year being evaluated, shall be provided to the faculty member no later than July 15.

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

(2) The evaluation shall be signed and dated by the person performing the evaluation and by the person being evaluated who may attach a concise comment to the evaluation. A copy of the evaluation shall be provided to the faculty member. The faculty member may request, in writing, a meeting with an administrator at the next higher level to discuss concerns regarding the evaluation that were not resolved in previous discussions with the evaluator.

(e) The chair/supervisor responsible for evaluating the faculty member shall provide the faculty member with written constructive feedback that is designed to assist the faculty member in improving his/her performance and expertise, and shall endeavor to identify any major performance deficiencies.

18.9 Evaluation File.

(a) Policy. There shall be one (1) official evaluation file. When evaluations and other personnel decisions are made, other than for tenure and promotion, the only documents that shall be considered are those contained in the official evaluation file, as well as the faculty member's publications, public speeches/presentations, or papers presented at conferences that are referenced in the official evaluation file. All such documents shall bear the date of receipt by the custodian.

(1) A notice specifying the location of faculty evaluation files and the identity of the custodian of the files shall be posted in each department/unit. A dated copy of all documents used in the assignment and evaluation process, other than evaluation for tenure or promotion and excluding course materials, publications, public speeches/presentations, or papers presented at conferences, regardless of format, shall reside in this file.

(2) Documents shall be placed in the evaluation file within a reasonable time after receipt. The faculty member shall also be promptly notified regarding any documents being placed in his/her evaluation file.

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

(b) Access. A faculty member may examine the evaluation file, upon reasonable advance notice, during the regular business hours under such conditions as are necessary to ensure its integrity and safekeeping.

(1) Upon timely written notification to the chair/supervisor, a faculty member may paginate with successive whole numbers the materials in the file, and may attach a concise statement in response to any item therein. The University Administration also has the right to paginate the materials in the file and shall notify the faculty member when that pagination will take place.

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

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

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

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

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

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

(g) Use of Evaluative Material.

(1) Information reflecting the evaluation of a faculty member's performance shall be available for inspection only by the faculty member, the faculty member's representative, University Administration officials who use the information in carrying out their responsibilities, peer committees responsible for evaluating the faculty member's performance,

and arbitrators or others engaged by the parties to resolve disputes, or others by court order. Such limited access status shall not, however, apply to summary data, by course, for the common “core” items contained in the student course evaluations that have been selected as such by the University Administration and made available by the University Administration to the public on a regular basis.

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

18.10 Proficiency in Spoken English. Pursuant to Section 1012.93, Florida Statutes, faculty members involved in classroom instruction must be proficient in the oral use of English. Such oral use proficiency may be demonstrated by achievement of a satisfactory grade on the “Test of Spoken English” of the Educational Testing Service or a similar test approved by the State Board of Education.

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

ARTICLE 19

TENURE

19.1 Definition and Policy.

(a) Tenure is one of the principal means by which the quality of the University is developed and maintained, is an indispensable element of a quality university, and is awarded to a faculty member based upon his/her demonstration of excellence in teaching, excellence in scholarship, and continuing meaningful contributions in service.

(b) The award of tenure means that tenured faculty members will be reappointed annually until voluntary resignation, retirement, removal for just cause, or layoff.

(c) A faculty member shall normally be considered for tenure during the sixth year of continuous service in a tenure-earning position including any prior service credit granted. If a faculty member is considered for tenure at a time other than in his/her sixth year of tenure-earning service, the criteria for tenure shall be those that would be applicable to that faculty member in his/her sixth year.

(d) The candidate's rank at the time of the tenure application shall not be a factor in consideration for tenure.

(e) Each tenure-earning faculty member shall annually be provided a copy of the University tenure criteria and the interpretations/clarifications of those criteria that the department must adopt and include in its bylaws.

(f) During the period of tenure-earning service, the non-reappointment provisions of this Agreement shall apply.

19.2 Tenure upon Appointment.

(a) Tenure may be granted to a faculty member at the time of initial appointment, upon the recommendation of the Provost and Vice President for Academic Affairs and approval by the University Board of Trustees. The Provost and Vice President for Academic Affairs shall consider the recommendation of the faculty of the department or equivalent unit prior to making the final tenure recommendation to the Trustees.

(b) The tenure recommendation shall be made at the Trustee meeting immediately following the acceptance of employment, if practicable.

19.3 Tenure Eligibility.

(a) Faculty members with the rank of Assistant Professor, Associate Professor, or Professor are eligible to apply for tenure. The Trustees may designate other positions as tenure earning and shall notify the faculty of such status at the time of initial appointment.

(b) Tenure shall be in a department or other appropriate academic unit of the University.

(c) Tenure shall not extend to the administrative appointment of a faculty member.

(d) Only those faculty members with a terminal degree in an appropriate discipline shall be eligible for tenure.

(e) Full-time service for the purpose of tenure eligibility shall mean employment at 1.0 FTE during at least thirty-nine (39) weeks of any calendar-year or academic-year contract. Employment for one semester shall constitute one-half year of tenure-earning service.

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

(g) Required Years at UNF.

(1) A faculty member who is hired as an Assistant Professor shall have at least three years of tenure-earning service at UNF before applying for tenure.

(2) A faculty member who is hired as an Associate Professor or Professor shall have at least two years of tenure-earning service at UNF before applying for tenure, unless the faculty member is awarded tenure upon appointment, pursuant to Section 19.2.

(h) A faculty member shall not be promoted to the rank of Professor without having achieved tenure, unless both actions occur simultaneously.

19.4 Credited Service Toward Tenure.

(a) At the time of the initial appointment, the President or designee may credit a faculty member with tenure-earning service from another institution of higher education. Such credit, which shall be specified in the employment contract, shall be limited to not more than two (2) years of tenure-earning service for an Assistant Professor, and not more than three (3) years for an Associate Professor or Professor.

(b) If a faculty member is initially appointed to the rank of Instructor or to another non-tenure-earning rank and is subsequently appointed to a tenure-earning position, all or a portion of the prior service in such non-tenure-earning position may be counted toward tenure provided that the University President or designee agrees in writing to credit such service.

(c) Where a faculty member is credited with tenure-earning service at the time of initial appointment, the faculty member prior to formal application for tenure may withdraw all or a portion of such credit once.

(d) If a faculty member is on compensated or uncompensated leave (except annual leave) during any part of a semester, the entire semester shall not be credited as time accrued toward tenure, except by mutual written agreement of the faculty member and the University Administration. In deciding whether to credit such leave, the University Administration shall consider the duration of the leave, the relevance of the faculty member's activities while on such leave to the tenure and/or promotion criteria, the relevance of the faculty member's activities while on such leave to the faculty member's professional development and field of employment, and other appropriate factors.

(e) Time spent on a joint appointment or approved personnel exchange program for the benefit of the University, or a special assignment that benefits the University, shall be

counted toward tenure eligibility unless there is a written agreement to the contrary between the faculty member and the University Administration.

(f) Upon written request, in exceptional circumstances the President or designee may extend the tenure-earning period.

19.5 Criteria for Tenure and Basis for Tenure Decision.

(a) The decision to award tenure to a faculty member shall be a result of meritorious performance and shall be consistent with the University's tenure criteria and the department's interpretations/clarifications of those criteria. The faculty member's accomplishments elsewhere which are applicable to the UNF tenure criteria shall be considered in addition to his/her performance during his/her service at the University.

(b) University Tenure Criteria. Judgments of academic excellence are complex. They cannot easily be reduced to a quantitative formula, nor can the considerations that must be applied in each individual case be completely described in general terms. However, in all cases to be awarded tenure, a candidate must be excellent in teaching, must be excellent in scholarship, and must demonstrate continuing meaningful contributions in service.

(1) Excellence in teaching is evidenced by a record of high quality teaching. High quality teaching is demonstrated by evidence of effectiveness in presenting knowledge and skills, in stimulating students' critical thinking and/or creative abilities, and the development or revision of curriculum and course structure.

(2) Excellence in scholarship is evidenced by an agenda of inquiry that has resulted in published scholarly or creative works of high quality. Excellence in scholarship is also evidenced by a record of works involving the scholarship of discovery, the scholarship of integration and interpretation, and the scholarship of application and artistic creativity.

(3) Making continuing meaningful contributions in service is evidenced by a record of active participation in University governance through committees and otherwise, as well as a record of active service to one's professional discipline and the broader public which may occur at the local, state, national, and international levels.

(c) Department Interpretations/Clarifications of University Tenure Criteria.

(1) Judgments of academic excellence are complex. They cannot easily be reduced to a quantitative formula, nor can the considerations that must be applied in each individual case be completely described in general terms or by numbers alone, separate from necessary qualitative assessments. On the other hand, faculty members seeking tenure must have available to them a description of what tangible accomplishments would normally qualify a candidate for tenure, assuming that the accomplishments are of excellent quality.

(2) In order to provide guidance to tenure-earning faculty members regarding the expectations for achieving tenure, each department shall adopt interpretations/clarifications of the University's tenure criteria in terms more appropriate or specific to the department's discipline(s). These interpretations/clarifications must indicate

a. the breadth and depth of accomplishments in teaching, research/scholarship/creative activity, and professional service that would normally qualify a candidate for tenure assuming that the accomplishments were of excellent quality;

b. appropriate combinations of such accomplishments that would normally qualify a candidate for tenure assuming that the accomplishments were of excellent quality; and

c. how the breadth and depth of the appropriate accomplishments will be evaluated.

(3) With respect to research/scholarship/creative activity, each department shall develop interpretations/clarifications of the standard of excellence that are consistent with the University's publicly articulated mission. These interpretations/clarifications must also

a. address the relative value of different categories of research/scholarship/creative activity and the outlets in which candidates might be reasonably expected to publish, exhibit, or perform; and

b. provide a general range of the number of publications, exhibitions, or performances that candidates might be reasonably expected to publish, exhibit, or perform in the various outlets that the department specifies in a. above. It should be understood that merely having accomplishments within the qualifying general range without the required standard of excellence shall not guarantee that the faculty member will receive tenure. Conversely, a faculty member may qualify for tenure with accomplishments that fall below the qualifying general range but are of extraordinary quality.

(4) Such interpretations/clarifications must be consistent with the tenure criteria described in Section 19.5(b) above and this Agreement and shall be included in the department's bylaws as adopted pursuant to the bylaws provisions of this Agreement.

(d) The tenure decision shall also take into account the following:

(1) annual assignments and annual performance evaluations;

(2) no fewer than two letters of external evaluation addressing the candidate's research and scholarly/creative activity, along with the curriculum vitae of the evaluators. The candidate shall submit a list of between five and seven names to the chair, who shall be responsible for choosing the individuals who will be requested to submit letters of evaluation. If two people from the list submitted by the candidate do not agree to serve as evaluators, the candidate shall submit additional names, as necessary, until two people have agreed to serve.

(3) the curricular, programmatic, and research needs of the department/unit, college/unit, and University. The faculty member shall be notified in writing of any change in such needs and, if the faculty member is notified after his/her second year of tenure-earning service, the faculty member shall have no fewer than three (3) additional years of tenure-earning service before consideration for tenure. However, this shall not be construed to limit the University Administration's right, pursuant to Section 447.209, Florida Statutes, to relieve faculty members from duty because of lack of work or for other legitimate reasons.

(4) the contributions the faculty member has made to the academic unit (program, department/unit, college/unit, and University), based upon his/her entire record of performance in teaching, research/scholarship/creative activity, and service over the period of his/her tenure-earning service.

(5) the faculty member's written statement articulating an agenda for continuing research/scholarship/creative activity.

(6) whether the faculty member has engaged in a pattern of behavior that disrupts or obstructs the orderly and effective functioning of the department, college, or University. Documentation of such disruptive or obstructive behavior must be made in a timely manner and placed in the faculty member's evaluation file. This section shall not be construed or used to limit the faculty member's right to exercise his/her academic freedom.

(e) Tenure criteria, and the department's interpretations/clarifications of the University tenure criteria, included in its bylaws, shall be available in the department/unit office and at the college/unit level, as well as provided to the UFF/UNF Chapter President.

19.6 Changes in Tenure Criteria and Effect on Faculty Members.

(a) Each department shall periodically review its interpretations/clarifications of the University tenure criteria. Changes to such departmental interpretations/clarifications shall be developed and approved according to the Bylaws article.

(b) Changes in tenure criteria or in the department's interpretations/clarifications of those criteria shall not become effective until one (1) year following adoption of the changes unless mutually agreed to in writing by the UFF/UNF President and the University President or designee. The date of adoption shall be the date on which the University President or designee approves the changes.

(c) If a faculty member has at least three (3) years of tenure-earning credit as of the date on which new tenure criteria are adopted, the faculty member shall be evaluated for tenure under the criteria as they existed prior to modification unless the faculty member notifies the University Administration at least thirty (30) days prior to commencement of the tenure consideration that he/she chooses to be evaluated under the newly-adopted criteria.

19.7 Progress Toward Tenure.

(a) Chair's Appraisal.

(1) Each tenure-earning faculty member shall annually be apprised in writing of the faculty member's progress toward tenure by his/her chair. The dean shall also review and approve the tenure appraisal.

(2) The tenure appraisal shall be included as a separate component of the annual evaluation and is intended to provide assistance and counseling to the faculty member to help him/her to achieve tenure.

(3) The chair's appraisal shall specify whether the faculty member is making appropriate and satisfactory progress toward achieving tenure according to the department's interpretations/clarifications of the University's tenure criteria. The appraisal shall mention any deficiency in the faculty member's performance that the chair believes may adversely affect the faculty member's ability to achieve tenure.

(4) If the appraisal identifies a deficiency in the faculty member's performance or in the faculty member's rate of progress, the chair shall make timely relevant recommendation(s) for improvement.

(5) The faculty member may request, in writing, a meeting with an administrator at the next higher level to discuss concerns regarding the tenure appraisal that were not resolved in previous discussions with the evaluator.

(6) The department chair's appraisals are not binding upon the University. However, if the department chair's tenure appraisals indicate appropriate and satisfactory progress toward tenure, or fail to timely identify either a deficiency in the faculty member's performance or in the faculty member's rate of progress, and the chair or dean does not recommend the faculty member for tenure, the President or designee shall extend the tenure-earning period sufficiently to provide the faculty member with a reasonable opportunity to meet the criteria for tenure. This provision shall not apply when the faculty member is denied tenure for reason(s) independent of the chair's or dean's negative recommendation.

(b) Colleagues' Appraisal. The purpose of this appraisal is to provide thoughtful and constructive assessments, suggestions, and guidance to assist the faculty member in fulfilling the University's tenure criteria, as interpreted/clarified in the department's bylaws.

(1) The faculty of each department shall develop a procedure to appraise the progress of each tenure-earning faculty member in meeting the criteria for tenure. This procedure shall identify how the tenured faculty members in the department will be involved in the appraisal and how the tenure-earning faculty member will be provided feedback regarding the colleagues' analysis of the candidate's progress toward tenure.

(2) The appraisal shall be conducted in February or March of the faculty member's third year of tenure-earning service pursuant to the procedure developed by the department faculty and this Agreement.

(3) The faculty member shall compile an appraisal dossier to submit to his/her colleagues with only the following documents in the following order:

- a. a cover/title page
- b. a table of contents listing each document in the appraisal dossier
- c. a copy of those departmental bylaws that contain the interpretations/clarifications of the University tenure criteria
- d. the faculty member's current curriculum vitae
- e. a copy of all the faculty member's annual assignments, including the chair's indication of the proportions of the faculty member's assignments that have been devoted to teaching, scholarship and service
- f. a copy of all the faculty member's annual reports submitted to his/her chair
- g. a copy of all the faculty member's annual evaluations
- h. a summary and discussion of no more than two pages in length by the faculty member of significant teaching and curriculum efforts, including but not limited to a summary of evaluations of his/her teaching by students and academic colleagues through University-sanctioned methods such as survey instruments, questionnaires, in-class visitations, observations, and interviews, and other relevant tangible evidence as determined by the faculty member, which shall be available for review upon request.
- i. copies of the syllabus for all courses taught by the faculty member
- j. a summary and discussion of no more than two (2) pages in length by the faculty member of his/her research/scholarship/creative activity and publication record
- k. a summary and discussion of no more than two (2) pages in length by the faculty member of professionally related service activities
- l. copies of published and forthcoming research/scholarship/ creative works, including conference papers, drafts of works in progress, or other appropriate evidence of scholarly or creative activity.

(4) The faculty member may request a meeting with the colleagues conducting the appraisal and his/her chair by submitting a written request to the chair within five (5) days of receipt of the colleagues' appraisal.

(5) The appraisal process shall be confidential to the extent permitted by law and internal to the department; consequently, the appraisal shall not be included in the faculty member's tenure dossier nor placed in the faculty member's evaluation file.

(c) The colleagues' appraisal is not binding upon the University nor shall that appraisal be used in the subsequent tenure review process.

19.8 Initiation of the Tenure Process.

(a) The tenure process begins when the appropriate department chair or comparable supervisor (hereinafter “department chair”) notifies the faculty member of his/her eligibility for tenure or the faculty member provides the department chair written notification of candidacy.

(b) The department chair shall be responsible for keeping faculty members informed about their eligibility for tenure well in advance of any deadlines.

(c) Candidates for tenure shall be provided a copy of the University tenure procedures checklist, a copy of the departmental bylaws containing the department’s interpretations/clarifications of the University tenure criteria, and any other necessary materials, information, and forms.

(d) The department chair shall advise the candidate in the preparation of the tenure dossier.

(e) Tenure Dossier.

(1) The candidate shall be responsible for ensuring that all pertinent information is included in the tenure dossier and for ensuring that the dossier is complete.

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

(3) The tenure dossier shall consist of a 1.5-inch summary binder plus any other evidence the candidate chooses to present to support his/her candidacy. The candidate shall ensure that the 1.5-inch summary binder includes all of the following materials in the order specified:

- a. a cover/title page
- b. a table of contents listing each document in the tenure dossier
- c. the University’s tenure procedures checklist
- d. a signed statement by the candidate attesting to the accuracy of the information included in the dossier
- e. a copy of the departmental bylaws containing interpretations/clarifications of the University tenure criteria
- f. the candidate’s current curriculum vitae
- g. a copy of the candidate’s annual assignments, including the department chair’s indication of the proportions of the candidate’s assignments that have been devoted to teaching, scholarship, and service
- h. a copy of the candidate’s annual evaluations
- i. a summary and discussion by the candidate of significant teaching and curriculum efforts, including but not limited to a summary of evaluations of his/her teaching by students and academic colleagues through University-sanctioned methods such as survey instruments, questionnaires, and in-class visitations, observations, and interviews
- j. a summary and discussion by the candidate of his/her research/scholarship/creative activity, publication record, and agenda for continuing research/scholarship/creative activity
- k. a summary and discussion by the candidate of his/her professionally related service activities
- l. all letters received from departmental faculty, which are submitted by the deadline. These letters are intended to focus solely on the candidate’s teaching,

research/scholarship/creative activity, or service. Only the portions of the letters that focus on the candidate's teaching, research/scholarship/creative activity, or service shall be considered in the tenure recommendations and decision.

m. no fewer than two (2) nor more than seven (7) other letters of recommendation

n. at least two (2) external letters of evaluation regarding the candidate's scholarship/research/creative activity, along with the curriculum vitae of the evaluators, as prescribed in Section 19.5(d)(2).

o. copies of the department chair's annual tenure appraisals

p. a section for the insertion of the assessments and recommendations of the Department Promotion and Tenure Committee, the department chair, the dean, the University Promotion and Tenure Committee, and the Provost and Vice President of Academic Affairs

q. a listing of documents added to the dossier by authorized individuals as per this Article after commencement of consideration of the dossier. The listing shall be added to the table of contents by the individual who requested the additional document(s), referencing the date, and the reasons why such document(s) were included.

(4) Alterations to the Tenure Dossier.

a. Once the dossier has been compiled by the candidate and submitted to the department chair, no material shall be removed from the tenure dossier. However, the chair, dean, or provost shall remove materials proven to be contrary to fact or in violation of this Agreement. This section shall not authorize the removal of materials from the tenure dossier when there is a dispute concerning a matter of judgment or opinion rather than fact.

b. Once the dossier has been compiled by the candidate and submitted to the department chair, the candidate may not introduce new information into the dossier but may update information already in the dossier.

c. No materials shall be added to the tenure dossier after this point without the candidate's consent, except:

1. the written assessments and recommendations of faculty committees and administrators who are charged with making recommendations regarding the candidate's tenure application, and the candidate's response to these, if any;

2. clarification, documentation or validation of assertions made by the candidate in the dossier, when requested in writing by reviewing faculty committees and administrators;

3. information as specified in Section 19.8(e)(3) above, which may have been inadvertently omitted; and

4. timely submitted letters from department faculty as provided in Section 19.8(e)(3)l.

d. No candidate shall be required to provide additional information or materials not referenced in Section 19.8(e)(3), above, or 19.8(e)(4)c., nor shall the candidate be penalized or disadvantaged for refusing to provide such information or materials.

e. Prior to the consideration of the candidate's tenure dossier and at any point in the review process, the candidate shall have the right to review the contents of the tenure dossier and may attach a brief and concise response to any materials therein.

f. If any material is added to or changed in the dossier after the commencement of consideration, the date shall be recorded on the material, and a copy shall be sent to the candidate within five (5) days by personal delivery. The candidate may attach a brief

response within five (5) days of his/her receipt of the added or changed material. The tenure dossier shall not be forwarded until either the candidate submits a response or ten (10) days have elapsed from the date of receipt of the additional or changed materials by the candidate.

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

(6) Any person inspecting the tenure dossier shall sign a master list, which shall be maintained by the administrative office (department or college) where the dossier is located at that stage in the review process.

(7) The contents of the tenure dossier shall only be available for inspection by the candidate, the candidate's representative, University officials who use the information in carrying out their responsibilities, and the Department Promotion and Tenure Committee and the University Promotion and Tenure Committee, which are charged with the responsibility of evaluating the candidate's performance.

19.9 Tenure Review and Recommendation Procedures. The only documents that shall be considered in making a tenure recommendation are those contained or referenced in the tenure dossier. Recommendations for the awarding of tenure shall include the following levels of review:

(a) Department Promotion and Tenure Committee

(1) Each department shall establish in its departmental bylaws, developed pursuant to the provisions of the Bylaws article, the provisions governing the formation and conduct of the Department Promotion and Tenure Committee.

(2) The Department Committee's function shall be to review each candidate's tenure dossier, to provide a separate written assessment of the candidate's qualifications for tenure, and to provide a written recommendation to the department chair. This written assessment and recommendation, which shall become a part of the candidate's tenure dossier, shall include a description of the Committee's procedures, a discussion of the candidate's qualifications for tenure with reference to the University tenure criteria, as interpreted/clarified in the department bylaws, and the result of the vote taken by the Committee. The vote shall be conducted in a lawful manner which is intended to assure a free and voluntary exercise of choice.

(3) The Department Committee shall forward a copy of its assessment and recommendation to the candidate, who shall have five (5) days from receipt to submit a written response. The candidate's response, if any, shall be included in the tenure dossier.

(4) The Department Committee shall not forward the tenure dossier to the department chair until either the candidate submits a response or the five (5) day period for responding expires, whichever occurs first.

(b) Department Chair

(1) The department chair shall review all procedural and substantive matters for completeness in order to ensure that the Department Promotion and Tenure Committee has met its responsibilities.

(2) After reviewing each candidate's tenure dossier and considering the written assessment and recommendation of the Department Promotion and Tenure Committee, and the candidate's written response, if any, the department chair shall submit a written

assessment of the candidate's qualifications with reference to the University's tenure criteria as interpreted/clarified in the department's bylaws and shall make a positive or a negative recommendation. The department chair's written assessment and recommendation shall also report the vote of the tenured members of the candidate's department. The vote shall be conducted in a lawful manner which is intended to assure a free and voluntary exercise of choice.

(3) The department chair shall meet with each candidate to give the candidate a copy of his/her written assessment and recommendation, prior to sending a copy to the Department Promotion and Tenure Committee chair, to be shared with the other members of the committee. The department chair shall discuss with the candidate both the chair's assessment and recommendation and that of the Department Promotion and Tenure Committee.

(4) The candidate shall have five (5) days from receipt of the department chair's assessment and recommendation to submit a written response. The candidate's response, if any, shall be included in the tenure dossier.

(5) The department chair shall not forward the tenure dossier to the dean until either the candidate submits a response or the five (5) day period for responding expires, whichever occurs first.

(c) Dean

(1) The dean shall review all procedural and substantive matters for completeness in order to ensure that the Department Promotion and Tenure Committee and the department chair have met their responsibilities.

(2) If the tenure recommendations of the Department Promotion and Tenure Committee and the department chair disagree, the dean shall meet jointly with the Committee and the department chair no later than two weeks following receipt of the dossier to discuss the differing recommendations. Upon the faculty member's written request, the dean shall also meet with the candidate to discuss the tenure recommendations of the Department Promotion and Tenure Committee and the department chair and to correct any misunderstanding or misinformation.

(3) After reviewing each candidate's tenure dossier and considering the written assessments and recommendations of the Department Promotion and Tenure Committee and the department chair, and the candidate's written responses, if any, the dean shall submit a written assessment of the candidate's qualifications for tenure with reference to the University's criteria for tenure as interpreted/clarified in the department's bylaws and make a positive or a negative recommendation. The dean's written assessment and recommendation shall point out if his/her recommendation differs from that of the Department Promotion and Tenure Committee, the department chair, or both, and shall include confirmation that all procedural and substantive responsibilities of the Committee and the department chair have been met.

(4) The dean shall forward a copy of his/her assessment and recommendation to the candidate, the department chair, and the chair of the Department Promotion and Tenure Committee, to be shared with other members of the committee. The candidate shall have five (5) days from receipt to submit a written response. The candidate's response, if any, shall be included in the tenure dossier.

(5) The dean shall not forward the dossier to the Provost and Vice President for Academic Affairs until either the candidate submits a response or the five (5) day period for responding expires, whichever occurs first.

(6) In cases in which the dean's recommendation differs from the recommendations of the Department Promotion and Tenure Committee, the department chair, or both, the Provost and Vice President for Academic Affairs (hereinafter "Provost") shall retain

those tenure dossiers and meet jointly with the Committee, the department chair, and the dean. Following this meeting, the Provost shall forward the dossiers to the University Promotion and Tenure Committee.

(d) University Promotion and Tenure Committee

(1) The University Promotion and Tenure Committee shall consist of eleven tenured faculty (who are covered by this Agreement) at the Associate Professor or Professor rank who do not have line authority over promotion and/or tenure decisions and are not personally related to candidates for promotion and/or tenure: one faculty member holding the rank of Professor from each of the colleges and the remaining faculty members at large holding the rank of either Professor or Associate Professor.

a. No candidate being considered by the Committee for promotion and/or tenure may serve on the Committee.

b. The term of office for each member on the Committee shall be two (2) academic years.

c. No later than March 31, the UFF Executive Board shall collect nominations as are necessary to fill all vacancies scheduled to occur on the University Promotion and Tenure Committee. The procedure for electing members to this committee shall be as follows:

1. The UFF President shall advise the UFF Executive Board members of all vacancies occurring.

2. No later than March 17, the UFF Executive Board or designees shall canvass the colleges (preferably by email) for nominees among the tenured faculty (who are covered by this Agreement) who consent to run. The UFF Executive Board shall also notify the Provost and deans that the process of canvassing has begun. Any additional nominations, submitted to the UFF President by email by March 31, shall be accepted.

3. Elections shall be held on the second consecutive Wednesday and Thursday of April at a posted time and place on campus.

4. Ballots shall be counted at a posted time and place on campus by two members of the UFF Executive Board as soon as possible after the election. The University Administration shall designate two (2) observers for the ballot count.

5. The list of successful candidates and alternates (the tenured faculty members with the next highest number of votes) shall be sent to the University Administration and posted on the UFF/UNF website.

6. Election of members of the University Promotion and Tenure Committee shall be decided by plurality vote of the tenured and tenure-earning faculty (who are covered by this Agreement), meaning that the candidates will fill the positions in the order of the number of votes that they receive.

d. If a member of the Committee is unable to fulfill the two-year term of office, the vacancy shall be filled from the list of alternates referenced in 19.9(d)(1)c.5. above, starting with the alternate from the appropriate category with the highest number of votes. If there is no alternate from the appropriate category, the UFF Executive Board shall recommend tenured candidates from the vacant category to the University President and the UFF/UNF President, who shall then appoint a mutually acceptable tenured faculty member to fill that vacancy.

(2) The University Promotion and Tenure Committee shall receive the tenure dossier from the Provost once he/she has verified that the Department Promotion and Tenure

Committee, the department chair, and the dean have fulfilled their procedural and substantive responsibilities.

(3) The University Promotion and Tenure Committee shall evaluate each tenure dossier according to the University's tenure criteria and the appropriate department's most recent interpretation/clarification of the criteria, contained in its bylaws. Committee members, with guidance from the Committee chair, shall avoid consideration of irrelevant or extraneous information.

(4) After reviewing each candidate's tenure dossier and considering the written assessments and recommendations of the Department Promotion and Tenure Committee, the department chair, and the dean, and the candidate's written responses, if any, the members of the University Promotion and Tenure Committee shall submit a written assessment of the candidate's qualifications for tenure with reference to the University's criteria for tenure, as interpreted/clarified in the department's bylaws, and shall make a positive or a negative recommendation.

(5) The University Promotion and Tenure Committee Chair shall forward a copy of the Committee's assessment and recommendation to the candidate who shall have five (5) days from receipt to submit a written response. The candidate's response, if any, shall be included in the tenure dossier.

(6) The chair of the University Promotion and Tenure Committee shall not forward the tenure dossier to the Provost until either the candidate submits a response or the five (5) day period for responding expires, whichever occurs first.

(7) The University Promotion and Tenure Committee shall give an accounting to the faculty at large of the number of positive and negative recommendations for tenure it gave to the Provost. The Committee shall also provide a report to the UFF delineating its positive or negative recommendations for tenure by rank and college. Committee members shall not report to any body information regarding their deliberations on individual candidates, unless it is required as part of a formal grievance hearing or other administrative or judicial forum.

(e) Provost and Vice President for Academic Affairs

(1) After the University Promotion and Tenure Committee has submitted its written assessments and recommendations, the Provost shall meet with the Committee to discuss each candidate's tenure dossier.

(2) After reviewing each candidate's tenure dossier and considering the written assessments and recommendations of the Department Promotion and Tenure Committee, the department chair, the dean, and the University Promotion and Tenure Committee, and the candidate's written responses, if any, the Provost shall submit to the candidate a draft written assessment of the candidate's qualifications for tenure with reference to the University's criteria for tenure as interpreted/clarified in the department's bylaws, and shall make a positive or a negative recommendation. The assessment shall confirm that all procedural and substantive responsibilities have been fulfilled.

(3) Within five (5) days of receipt of the draft written assessment, the candidate may submit a written response or schedule a meeting with the Provost to discuss the candidate's qualifications for tenure, the procedures used in consideration of the candidate's case, and the Provost's recommendation.

(4) The Provost shall forward a copy of his/her final assessment and recommendation to the candidate after the candidate submits a response to the draft written assessment or after the five-day period for responding expires, whichever occurs first. The candidate shall have five (5) days from receipt of the final assessment and recommendation to

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

(5) The Provost shall not forward the tenure dossier to the President until either the candidate submits a response or the five (5) day period for responding expires, whichever occurs first.

(6) The Provost shall also forward his/her final assessment and recommendation to the candidate's dean and department chair, and to the chairs of the University Promotion and Tenure Committee and the Department Promotion and Tenure Committee, who shall share it with other members of their committees.

(7) Following the submission of both the Provost's final assessments and recommendations to the President and the President's subsequent recommendation to the Trustees, the Provost shall make a report to the faculty at large delineating the positive or negative recommendations for tenure in comparison to those forwarded by the University Promotion and Tenure Committee and the number of withdrawals from the tenure process. The Provost shall also provide a report to the UFF delineating the positive or negative recommendations for tenure in comparison to those forwarded by the Department Promotion and Tenure Committee, the Department Chair, the Dean, the University Promotion and Tenure Committee, the Provost and the President, by rank and college, and the number of withdrawals from the tenure process by rank and college.

(f) President

(1) After reviewing each candidate's tenure dossier and considering the written assessments and recommendations of the Department Promotion and Tenure Committee, the department chair, the dean, the University Promotion and Tenure Committee, and the Provost, and the candidate's written responses, if any, the President shall make a final positive or negative recommendation to the Trustees.

(2) The President shall forward a copy of his/her recommendation to the candidate, who shall have five (5) days from receipt to submit a written response before the President submits his/her recommendations to the Trustees. A copy of the President's recommendation shall also be sent to the Provost, the dean, the department chair, and the chairs of the University Promotion and Tenure Committee and the Department Promotion and Tenure Committee, who shall share it with the other members of their committee.

(g) Board of Trustees. Upon the recommendation of the President, the Trustees shall make the final tenure decision.

(h) Allegations of procedural deficiencies shall be subject to the grievance procedure; however, the final decision of the Trustees as to tenure is not subject to an arbitrator's decision.

19.10 Tenure Decision.

(a) By the end of six (6) years of full-time or equivalent part-time service at the University, including time credited as tenure-eligible service, a faculty member eligible for tenure shall either be awarded tenure by the Trustees or given notice that further employment will not be offered pursuant to the non-reappointment provisions of this Agreement. This shall not apply where the faculty member has been extended additional time pursuant to Section 19.7(a)(6).

(b) The President or designee shall notify the faculty member in writing of the decision of the Trustees as soon as possible thereafter, but no later than ten (10) days after the date of the decision. If the faculty member makes a written request within twenty (20) days after receipt of such notice, the University Administration shall provide the faculty member with a written explanation of the reasons why tenure was not granted. The written explanation shall be provided within twenty (20) days of the faculty member's request.

(c) Tenure decisions shall normally be made at either the April or May Trustee meeting but in no case shall such decisions be made later than the June meeting. Exceptions to this provision involve faculty members who are appointed with tenure as a condition of employment. The tenure decision for those cases shall be made at the Trustee meeting immediately following the acceptance of employment, if practicable.

(d) Within thirty-five (35) days after the tenure decisions by the Trustees, the tenure dossiers shall be returned to the faculty members. However, if a grievance has been filed, a copy of the tenure dossier shall be provided to the grievant, and the Provost shall retain the original tenure dossier until final disposition of the grievance.

19.11 Withdrawal from the Process.

(a) A candidate for tenure who is not yet in his/her sixth year of tenure-earning service, including any credited service toward tenure, may withdraw, without prejudice, at any stage in the tenure process before March 15, or before the Provost submits his/her final assessment and recommendation to the President, whichever is later. However, in the faculty member's final year of eligibility, the non-reappointment provisions and the provisions of Section 19.10(a) of this Agreement shall still apply, and the faculty member cannot be considered beyond the final year of eligibility unless the President grants an extension of eligibility. If the candidate chooses not to withdraw and is denied tenure, he/she shall be given a one-year terminal contract.

(b) If a candidate withdraws from consideration, the tenure dossier (including all assessments and recommendations) shall be returned to the candidate.

19.12 Transfer of Tenure and Tenure-Earning Credit. When a tenured or tenure-earning faculty member is transferred as a result of a reorganization or program curtailment within the University, the faculty member's tenure or tenure credit shall be transferred to the new department.

19.13 Consultation. The ratio of sections taught by tenured or tenure-earning faculty compared with non-tenure-earning faculty shall, upon request of UFF, be the subject of consultation pursuant to this Agreement.

ARTICLE 20
PROMOTIONS FOR
TENURE-EARNING AND TENURED FACULTY

20.1 Policy.

(a) Promotion decisions shall be based on established University promotion criteria as interpreted and clarified by each department/unit in terms more appropriate or specific to the department's discipline(s). Such decisions shall reflect assessments that are not merely a totaling of a faculty member's annual performance evaluations but an assessment of the faculty member's performance since his/her last promotion or since his/her hiring (if there is no previous promotion). In addition, such decisions shall reflect a demonstration of the faculty member's potential for growth and scholarly contributions by means of the faculty member's written statement articulating an agenda for continuing research/scholarship/creative activity. If there has been no previous UNF promotion, the promotion decision shall also include an assessment of the faculty member's applicable accomplishments at other institutions.

(b) Faculty members who have been evaluated as meeting the criteria for promotion pursuant to the procedures contained herein shall be promoted.

(c) Promotion criteria and the department's interpretations/clarifications of those criteria that the department must adopt and include in its bylaws shall be available in the department/unit and at the college/unit level, as well as provided to the UFF/UNF President. Each faculty member shall be provided a copy of the University promotion criteria and the department's interpretations/clarifications of the criteria under which he/she will be evaluated.

20.2 Promotion Eligibility.

(a) Promotion shall be through the faculty member's department/unit, and faculty members shall carry their rank with them if they change departments.

(b) To be eligible to apply for promotion, a faculty member must have completed the following minimum number of years of full-time academic duties in rank:

- (1) Assistant Professor to Associate Professor — three (3) years at UNF
- (2) Associate Professor to Professor — four (4) years, with no less than two (2) years at UNF.

(c) Credit for the number of years of full-time academic duties in rank shall be determined at the time of appointment by the Provost and Vice President for Academic Affairs and shall be specified in the employment contract.

(1) Full-time service for the purpose of promotion eligibility shall mean employment at 1.0 FTE during at least thirty-nine (39) weeks of any calendar or academic-year contract. Employment for one semester shall constitute one-half year of promotion-earning service.

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

20.3 University Criteria for Promotion. The decision to award promotion to a faculty member shall be a result of his/her meritorious performance and shall be consistent with the University's promotion criteria and the department's interpretations/clarifications of those criteria. These

judgments of academic performance are complex. They cannot easily be reduced to a quantitative formula, nor can the considerations that must be applied in each individual case be completely described in general terms.

(a) The faculty member's accomplishments elsewhere which are applicable to the UNF promotion criteria shall be considered in addition to his/her performance during his/her service at the University.

(b) Promotion Criteria.

(1) The criteria for promotion from Assistant Professor to Associate Professor are the same as the criteria for tenure and are contained in Article 19 Tenure. However, a faculty member may be initially employed as an Associate Professor and not be granted tenure. In that event, tenure will be granted only upon satisfaction of the criteria contained in Article 19, Tenure.

(2) Promotion from Associate Professor to Professor requires that the candidate be an outstanding teacher, be an outstanding scholar, and demonstrate continuing meaningful contributions in service.

a. Outstanding teaching is evidenced by an overall record of high quality teaching. High quality teaching is demonstrated by evidence of effectiveness in presenting knowledge and skills, in stimulating students' critical thinking and/or creative abilities, and the development or revision of curriculum and course structure.

b. Outstanding scholarship is evidenced by an ongoing agenda of inquiry that has resulted in a body of published scholarly or creative works of high quality. This body of works must be significantly greater than the body of works that resulted in the faculty member's promotion from Assistant Professor to Associate Professor.

c. Making continuing meaningful contributions in service is evidenced by a record of active participation in University governance through committees and otherwise, as well as a record of active service to one's professional discipline and the broader public which may occur at the local, state, national, and international levels.

(c) Department/Unit Interpretations/Clarifications of University Promotion Criteria. Judgments of academic performance are complex. They cannot easily be reduced to a quantitative formula, nor can the considerations that must be applied in each individual case be completely described in general terms or by numbers alone, separate from necessary qualitative assessments. On the other hand, faculty members seeking promotion must have available to them a description of what tangible accomplishments would normally qualify a candidate for promotion, assuming that the accomplishments are of the quality described in the criteria noted above.

(1) In order to provide guidance to faculty members regarding the expectations for achieving promotion, each department/unit shall adopt interpretations/clarifications of the University's promotion criteria for tenured and tenure-earning faculty in terms more appropriate or specific to the department's discipline(s).

a. These interpretations/clarifications must indicate

1. the breadth and depth of accomplishments in teaching, research/scholarship/creative activity, and professional service that would normally qualify a candidate for promotion assuming that the accomplishments were of outstanding quality;
2. appropriate combinations of such accomplishments that would normally qualify a candidate for promotion assuming that the accomplishments were of outstanding quality; and
3. how the breadth and depth of the appropriate accomplishments will be evaluated.

b. With respect to research/scholarship/creative activity, each department shall develop interpretations/clarifications of the standard of “outstanding” that are consistent with the University’s publicly articulated mission. These interpretations/clarifications must also

1. address the relative value of different categories of research/scholarly/creative activity and the outlets in which candidates might be reasonably expected to publish, exhibit, or perform; and

2. provide a general range of the number of publications, exhibitions, or performances that candidates might be reasonably expected to publish, exhibit, or perform in the various outlets that the department/unit specifies in 1. above. It should be understood that merely having accomplishments within the qualifying general range without the required standard of “outstanding” shall not guarantee that the faculty member will receive promotion. Conversely, a faculty member may qualify for promotion with accomplishments that fall below the qualifying range but are of extraordinary quality.

c. Such interpretations/clarifications must be consistent with the promotion criteria described in this article and in this Agreement, and shall be included in the department’s bylaws as adopted pursuant to the bylaws provisions of this Agreement.

d. The promotion decision shall also take into account the following:

1. annual assignments and annual performance evaluations;

2. no fewer than two letters of external evaluation addressing the candidate’s research/scholarly/creative activity, along with the curriculum vitae of the evaluators. The candidate shall submit a list of between five and seven names to the chair, who shall be responsible for choosing the individuals who will be requested to submit letters of evaluation. If two people from the list submitted by the candidate do not agree to serve as evaluators, the candidate shall submit additional names, as necessary, until two people have agreed to serve.

3. the contributions the faculty member has made to the academic unit (program, department/unit, college/unit, and University), based upon his/her entire record of performance in teaching, research/scholarship/creative activity, and service over the period since his/her promotion (or if there has been no previous UNF promotion, over the faculty member’s entire period of service at UNF).

4. the faculty member’s written statement articulating an agenda for continuing research/scholarship/creative activity.

5. whether the faculty member has engaged in a pattern of behavior that disrupts or obstructs the orderly and effective functioning of the department, college, or University. Documentation of such disruptive or obstructive behavior must be made in a timely manner and placed in the faculty member’s evaluation file. This section shall not be construed or used to limit the faculty member’s right to exercise his/her academic freedom.

(2) Promotion criteria, and the department/unit’s interpretations/clarifications of the University promotion criteria, included in its bylaws, shall be available in the department/unit office and at the college/unit level, as well as provided to the UFF/UNF Chapter President.

20.4 Changes in University Promotion Criteria or the Department/Unit’s Interpretations/Clarifications of University Promotion Criteria.

(a) Each department/unit shall periodically review its interpretations/clarifications of the University promotion criteria. Changes to such department/unit interpretations/clarifications shall be developed and approved according to the Bylaws article.

(b) Changes in University promotion criteria or in the department/unit's interpretations/clarifications of those criteria shall not become effective until one (1) year following adoption of the changes, unless mutually agreed in writing by the University President or designee and the UFF/UNF President. The date of adoption shall be the date on which the University President or designee approves the changes.

(c) Faculty members shall be evaluated for promotion under the criteria that exist as of the deadline by which the faculty member is required to notify the chair/comparable supervisor that he/she is a candidate for promotion. However, if new or changed University promotion criteria or department/unit interpretations/clarifications have been adopted within three (3) years preceding the deadline, the faculty member may elect to be evaluated under the promotion criteria that existed prior to such addition or change. The election must be made not later than the deadline by which the faculty member is required to notify the chair/comparable supervisor that he/she is a candidate for promotion.

20.5 Progress Toward Promotion. Each tenure-earning faculty member who holds the rank of Assistant Professor shall be apprised annually in writing by his/her chair regarding the faculty member's progress toward promotion. In addition, any faculty member holding the rank of Associate Professor may request an appraisal in writing by his/her chair regarding the faculty member's progress toward promotion. The faculty member may make such request not more frequently than once per year. Except as modified below, the tenure appraisal process provided in Section 19.7(a) of the Tenure article shall serve this purpose for tenure-earning faculty.

(a) The dean shall review and approve the promotion appraisal.

(b) The promotion appraisal shall be included as a separate component of the annual evaluation and is intended to provide assistance and counseling to the faculty member to help him/her achieve promotion.

(c) The chair's appraisal shall specify whether the faculty member is making appropriate and satisfactory progress toward achieving promotion according to the department's interpretations/clarifications of the University's promotion criteria. The appraisal shall mention any deficiency in the faculty member's performance that the chair believes may adversely affect the faculty member's ability to achieve promotion.

(d) If the appraisal identifies a deficiency in the faculty member's performance, the chair shall make timely relevant recommendation(s) for improvement.

(e) The faculty member may request, in writing, a meeting with an administrator at the next higher level to discuss concerns regarding the promotion appraisal that were not resolved in previous discussions with the evaluator.

(f) The chair's appraisals are not binding upon the University.

20.6 Initiation of the Promotion Process. The Procedures for the initiation of the promotion process shall be the same as the procedures for the initiation of the tenure process, described in Section 19.8 of the Tenure article, substituting the word "promotion" for the word "tenure," as applicable.

20.7 Promotion Review and Recommendation Procedures.

(a) With the exception of paragraph (b) below, and the provisions addressing the President's role in the promotion process, stated in paragraph (c) below, the provisions pertaining to promotion review and recommendation procedures shall be the same as those pertaining to tenure review and recommendation procedures, described in Section 19.9 (a) – (e) and (h) of the Tenure article, substituting the word “promotion” for the word “tenure”, as applicable.

(b) On the Department Promotion and Tenure Committee and the University Promotion and Tenure Committee only faculty members (who are covered by this Agreement) holding the rank of Professor shall vote on the cases of promotion to Professor. If there are fewer than three (3) faculty members (who are covered by this Agreement) holding the rank of Professor in a department, the Dean shall appoint sufficient additional Professors to the Committee from a list of College faculty (who are covered by this Agreement) holding the rank of Professor submitted by the tenured faculty of the department. The submitted list shall consist of three (3) times the number of faculty as vacant positions on the Committee.

(c) President. After reviewing each candidate's promotion dossier and considering the written assessments and recommendations of the Department Promotion and Tenure Committee, the Chair, the Dean, the University Promotion and Tenure Committee, and the Provost, and the candidate's written responses, if any, the President shall make a final decision whether to award promotion. The President or designee shall notify the faculty member in writing as soon as possible, but no later than ten (10) days after the date of the decision. A copy of the President's decision shall also be sent to the Provost, the Dean, the Chair, the Chair of the University Promotion and Tenure Committee, who shall share it with the other members of the Committee, and the Chair of the Department Promotion Committee, who shall share it with the other members of the Committee.

(d) Following the submission of both the Provost's final assessments and recommendations to the President and the President's final decisions, the Provost shall make a report to the faculty at large delineating the positive or negative recommendations for promotion in comparison to those forwarded by the University Promotion and Tenure Committee and the number of withdrawals from the promotion process. The Provost shall also provide a report to the UFF delineating the positive or negative recommendations for promotion in comparison to those forwarded by the Department Promotion and Tenure Committee, the Department Chair, the Dean, the University Promotion and Tenure Committee, the Provost and the President, by rank and college, and the number of withdrawals from the promotion process by rank and college.

20.8 Promotion Decision.

(a) The President shall award promotion. The President or designee shall notify the faculty member in writing of the decision as soon as possible, but no later than ten (10) days after the date of the decision.

(b) If a faculty member is denied a promotion and makes a written request to the President within twenty (20) days after receipt of notification of denial, the President or designee shall provide the faculty member with a written explanation of the reasons why promotion was not granted. The written explanation shall be provided within twenty (20) days of the faculty member's request.

(c) Within thirty-five (35) days after the promotion decisions, the promotion dossiers shall be returned to the faculty members. However, if a grievance has been filed, a copy of the promotion dossier shall be provided to the grievant, and the Provost shall retain the original promotion dossier until final disposition of the grievance.

(d) Allegations of procedural deficiencies shall be subject to the grievance procedure; however, the final decision of the President as to promotion is not subject to an arbitrator's decision.

20.9 Withdrawal From the Process.

(a) A candidate for promotion may withdraw, without prejudice, at any stage in the process before March 15 or before the Provost submits his/her final assessment and recommendation to the President, whichever is later.

(b) If a candidate withdraws from consideration, the promotion dossier (including all assessments and recommendations) shall be returned to the candidate.

20.10 Promotion Salary Increase. The University Administration shall increase the annual base salary rate of each faculty member recommended for promotion by twelve and one-half (12.5) percent, effective at the beginning of his/her respective annual appointment.

ARTICLE 21 PROMOTIONS FOR LIBRARY FACULTY

21.1 Policy.

(a) Promotion decisions shall be based upon established University promotion criteria, as interpreted/clarified by the library faculty through their bylaws. Such decisions shall reflect assessments that are not merely a totaling of a library faculty member's annual performance evaluations but an assessment of the library faculty member's performance since his/her last promotion or since his/her hiring (if there is no previous promotion). In addition, such decisions shall reflect a demonstration of the library faculty member's potential for growth and continuing contributions to the University and profession by means of the library faculty member's written statement articulating an agenda for continuing growth and development. If there has been no previous UNF promotion, the promotion decision shall also include an assessment of the library faculty member's applicable accomplishments at other institutions.

(b) Library faculty members who have been evaluated as meeting the criteria for promotion pursuant to the procedures contained herein shall be promoted.

(c) Promotion criteria, and the library departments' interpretations/clarifications of those criteria that the department must adopt and include in its bylaws, shall be available in the main office of the library, as well as provided to the UFF/UNF President. Each library faculty member shall be provided a copy of the University promotion criteria and the library departments' interpretations/clarifications of those criteria under which he/she shall be evaluated.

21.2 Promotion Eligibility.

(a) Promotion shall be through the Library, and library faculty members shall carry their rank with them if they change units within the Library.

(b) To be eligible to apply for promotion, a library faculty member must have completed the following minimum number of years of full-time duties:

(1) Assistant University Librarian to Associate University Librarian — a total of five (5) years of professional library experience, with no less than three (3) years at UNF.

(2) Associate University Librarian to University Librarian — a total of nine (9) years of professional library experience, with no less than two (2) years at UNF.

(c) Credit for the number of years of full-time duties in rank shall be determined at the time of appointment by the Provost and Vice President for Academic Affairs and shall be specified in the employment contract.

21.3 University Criteria for Promotion and Library Departments' Interpretations/Clarifications. The decision to award a promotion to a library faculty member shall be a result of his/her meritorious performance and shall be consistent with the University's promotion criteria and the library departments' interpretations/clarifications of those criteria. These judgments of excellent or outstanding performance are complex. They cannot easily be reduced to a quantitative formula, nor can the considerations that must be applied in each individual case be completely described in general terms.

(a) The library faculty member's accomplishments elsewhere which are applicable to the UNF promotion criteria shall be considered in addition to his/her performance during his/her service at the University.

(b) Promotion from Assistant University Librarian to Associate University Librarian requires that the candidate be excellent in performing his/her assigned duties and show evidence of professional and intellectual accomplishments contributing to the University and the profession. Promotion from Associate University Librarian to University Librarian requires that the candidate must be outstanding in performing his/her assigned duties and show evidence of substantial professional and intellectual accomplishments that contribute to the University and the profession.

(1) Meritorious performance of assigned duties (excellent performance in the case of promotion to Associate University Librarian and outstanding performance in the case of promotion to University Librarian) is evidenced by showing increasing responsibility and continuing growth in the profession, successfully applying the library faculty member's knowledge of library science in the development and organization of the library collection, and/or facilitating the use of library services and resources by the University community. For promotion from Associate University Librarian to University Librarian, the performance of assigned duties must be more meritorious than that which resulted in the library faculty member's promotion from Assistant University Librarian to Associate University Librarian.

(2) Demonstrating professional and intellectual accomplishments that contribute to the University and the profession is evidenced by professional development contributions, creative contributions, and a record of active participation in University governance through committees and otherwise or a record of active service to one's professional discipline and the broader public which may occur at the local, state, national, and international levels. For promotion from Associate University Librarian to University Librarian, these contributions must be greater than those which resulted in the library faculty member's promotion from Assistant University Librarian to Associate University Librarian.

(c) The Library Departments' Interpretations/Clarifications of University Promotion Criteria. Judgments of excellent or outstanding performance are complex. They cannot easily be reduced to a quantitative formula, nor can the considerations that must be applied in each individual case be completely described in general terms or by numbers alone, separate from necessary qualitative assessments. On the other hand, library faculty members seeking promotion must have available to them a description of what tangible accomplishments would normally qualify a candidate for promotion, assuming that the accomplishments are of the quality described in the criteria noted above.

(1) In order to provide guidance to library faculty members regarding the expectations for achieving promotion, the library faculty shall adopt interpretations/clarifications of the University's promotion criteria for library faculty in terms more appropriate or specific to the unit's discipline(s).

a. These interpretations/clarifications must indicate

1. the breadth and depth of accomplishments showing increasing responsibility and/or continuing growth in the profession, successful application of knowledge of library science in the development and organization of the library collection and/or facilitation of the use of library services and resources, professional and intellectual development, creative accomplishments, contributions to the University and the profession, and any other considerations that would normally qualify a candidate for

promotion assuming that the accomplishments were of excellent quality in the case of promotion to Associate University Librarian and outstanding quality in the case of promotion to University Librarian;

2. appropriate combinations of such accomplishments that would normally qualify a candidate for promotion assuming that the accomplishments were of excellent quality in the case of promotion to Associate University Librarian and outstanding quality in the case of promotion to University Librarian; and

3. how the breadth and depth of the appropriate accomplishments will be evaluated.

b. Such interpretations/clarifications must be consistent with the promotion criteria described in Section 21.3(a) and (b), University Promotion Criteria for library faculty above, and this Agreement and shall be included in the Library's bylaws as adopted pursuant to the bylaws provisions of this Agreement.

c. The promotion decision shall also take into account the following:

1. whether the candidate has a master's degree in library science from an American Library Association (ALA) accredited school and conforms to the other requirements set by UNF;

2. annual assignments and annual performance evaluations;

3. whether the library faculty member has engaged in a pattern of behavior that disrupts or obstructs the orderly and effective functioning of the unit, the Library, or University. Documentation of such disruptive or obstructive behavior must be made in a timely manner and placed in the library faculty member's evaluation file. This section shall not be construed or used to limit the library faculty member's right to exercise his/her academic freedom.

(2) The University promotion criteria, and the library departments' interpretations/clarifications of those criteria, included in its bylaws, shall be available in the Library Director's office, as well as provided to the UFF/UNF Chapter President.

21.4 Changes in University Promotion Criteria or the Library Departments' Interpretations/Clarifications of University Promotion Criteria, and Effect on Library Faculty Members.

(a) The library faculty shall periodically review their interpretations/clarifications of the University promotion criteria. Changes to such interpretations/clarifications shall be developed and approved according to the Bylaws article.

(b) Changes in University promotion criteria or in the department/unit's interpretations/clarifications of those criteria shall not become effective until one (1) year following adoption of the changes, unless mutually agreed to in writing by the UFF/UNF President and the University President or designee. The date of adoption shall be the date on which the University President or designee approves the changes.

(c) Library faculty members shall be evaluated for promotion under the criteria that exist as of the deadline by which the library faculty member is required to notify his/her supervisor that he/she is a candidate for promotion. However, if new or changed University promotion criteria or the Library departments' interpretations/clarifications have been adopted within three (3) years preceding the deadline, the library faculty member may elect to be evaluated under the promotion criteria that existed prior to such addition or

change. The election must be made not later than the deadline by which the library faculty member is required to notify his/her supervisor that he/she is a candidate for promotion.

21.5 Progress Toward Promotion.

(a) Beginning with the second year of employment, a library faculty member may request in writing an appraisal regarding his/her progress toward promotion.

(b) The appraisal shall be a separate component of the annual evaluation and is intended to provide assistance and counseling to the library faculty members to help them to achieve promotion.

(c) The supervisor's appraisal shall specify whether the library faculty member is making appropriate and satisfactory progress toward achieving promotion according to the department's interpretations/clarifications of the University's promotion criteria. The supervisor shall mention any deficiency in the library faculty member's performance that the supervisor believes may adversely affect the library faculty member's ability to achieve promotion.

(d) If the appraisal identifies a deficiency in the library faculty member's performance, the supervisor shall make timely relevant recommendation(s) for improvement. The Director of the Library shall also review and approve the promotion appraisal.

(e) The library faculty member may request, in writing, a meeting with an administrator at the next higher level to discuss concerns regarding the promotion appraisal that were not resolved in previous discussion with the evaluator.

(f) The appraisals are not binding upon the University.

21.6 Initiation of the Promotion Process.

(a) The Director or designee shall be responsible for informing the library faculty members about their eligibility for promotion and the promotion time schedule well in advance of any deadlines.

(b) The promotion process begins when the library faculty member provides the Director of the Library written notification of candidacy (Library Promotion Application Form).

(c) Candidates for promotion shall be provided a copy of the Library promotion procedures checklist and copies of the Library bylaws containing the Library departments' interpretations/clarifications of the University promotion criteria for library faculty and any other necessary materials, information, and forms.

(d) The Director or designee shall advise the candidate in the preparation of the promotion dossier.

(e) Promotion Dossier.

(1) The candidate shall be responsible for ensuring that all pertinent information is included in the promotion dossier and for ensuring that the dossier is complete.

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

(3) The promotion dossier should include, to the greatest extent possible, all relevant data that would inform the Library Promotion Committee of the candidate's activities and accomplishments throughout his/her professional career. As a tangible representation of the entire professional career of the candidate, the promotion dossier shall include those items that will demonstrate meritorious performance of assigned duties (excellent performance in the case of promotion to Associate University Librarian, outstanding performance in the case of promotion to University Librarian), professional and intellectual development, creative accomplishments, contributions to the University, the community, or the profession, and other evidence that would normally qualify the candidate for promotion.

(4) The candidate shall ensure that, prior to submission to the Promotion Committee, the dossier includes all of the following materials in the order specified:

- a. a cover/title page
- b. a table of contents listing each document in the promotion dossier
- c. UNF Library Promotion Application Form — Checklist of Required Documents and Review Statement and a signed statement by the candidate attesting to the accuracy of the information included in the promotion dossier
- d. a copy of the Library's bylaws containing interpretations/clarifications of the University promotion criteria for library faculty
- e. the candidate's resume
- f. a copy of all the candidate's annual assignments (past and current UNF job descriptions) in reverse chronological order. (Inclusion of past professional job descriptions at other institutions is optional.)
- g. a copy of all the candidate's UNF annual evaluations in reverse chronological order. (Inclusion of other evaluations from professional appointments elsewhere is optional.)
- h. all letters received from librarians or other faculty members, which are submitted by the deadline. These letters are intended to focus solely on the candidate's execution of his/her assigned duties and professional and intellectual accomplishments that demonstrate contributions to the University and the profession. Only the portions of the letters that focus on the candidate's execution of assigned duties and professional and intellectual accomplishments shall be considered in the promotion recommendations and decision.
- i. any optional materials the candidate chooses to include addressing his/her qualifications for promotion (such as a statement of qualifications, a list of courses taught and frequency, transcripts of academic course work completed after the master's degree in library science, letters of reference and commendations, or other items that the candidate deems pertinent).
- j. copies of the supervisor's annual promotion appraisals, if applicable.
- k. a listing of documents added to the dossier by authorized individuals as per this Article after commencement of consideration of the dossier. The listing shall be added to the table of contents by the individual who requested the additional document(s), referencing the date, and the reasons why such document(s) were included.
- l. a section for the insertion of the assessments and recommendations of the candidate's supervisor, the Library Promotion Committee, the

Director of the Library, the Provost and Vice-President of Academic Affairs, and the President

m. Summary of Statements Document (the page recording the decisions and signatures)

(5) Alterations to the Promotion Dossier.

a. Once the dossier has been compiled by the candidate and submitted to the Chair of the Library Promotion Committee, no material shall be removed from the promotion dossier. However, the Director of the Library or the Provost shall remove materials proven to be contrary to fact or in violation of this Agreement. This section shall not authorize the removal of materials from the promotion dossier when there is a dispute concerning a matter of judgment or opinion rather than fact.

b. Once the dossier has been compiled by the candidate and submitted to the Chair of the Library Promotion Committee, the candidate may not introduce new information into the dossier but may update information already in the dossier.

c. No materials shall be added to the promotion dossier after this point without the candidate's consent, except:

1. the written assessments and recommendations of the Library Promotion Committee and administrators who are charged with making recommendations regarding the candidate's promotion application, and the candidate's response to these, if any;

2. clarification, documentation, or validation of assertions made by the candidate in the dossier, when requested in writing by the Chair of the Library Promotion Committee;

3. information as specified in Section 21.6(e)(4) above, which may have been inadvertently omitted; and

4. timely submitted letters from librarians or other faculty members as provided in Section 21.6(e)(4)h.

d. No candidate shall be required to provide additional information or materials not referenced in Section 21.6(e)(4) or 21.6(e)(5)c., above, nor shall the candidate be penalized or disadvantaged for refusing to provide such information or materials.

e. Prior to the consideration of the candidate's promotion dossier and at any point in the review process, the candidate shall have the right to review the contents of the promotion dossier and may attach a brief and concise response to any materials therein.

f. If any material is added to or changed in the dossier after the commencement of consideration, the date shall be recorded on the material, and a copy shall be sent to the candidate within five (5) days by personal delivery. The candidate may attach a brief response within five (5) days of his/her receipt of the added or changed material. The promotion dossier shall not be forwarded until either the candidate submits a response or ten (10) days have elapsed from the date of receipt of the additional or changed materials by the candidate.

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

(7) The contents of the promotion dossier shall only be available for inspection by the candidate, the candidate's representative, University officials who use the information in carrying out their responsibilities, and the Library Promotion Committee, which is charged with the responsibility of evaluating the candidate's performance.

21.7 Promotion Review and Recommendation Procedures. The Library shall establish a Library Promotion Committee which, except as provided below, shall be composed of five (5) professional library faculty members of Associate or University Librarian rank, with representatives from both the Public Services Division and the Technical Services Division. At least three (3) of the Committee members shall be at the rank of University Librarian, unless there are not three (3) University Librarians available to serve. In that event, the Director of the Library shall appoint sufficient additional members to the Committee from among faculty holding the rank of Professor from a list submitted by the Library faculty. The submitted list shall consist of three (3) times the number of Professors as vacant positions on the Committee. The term of office for each member on the Committee shall be two (2) academic years. No candidate being considered by the Committee for promotion may serve on the Committee. Only Library faculty members holding the rank of University Librarian or Professor shall vote on cases of promotion to University Librarian.

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

(b) The candidate shall be notified of the recommendation on his/her promotion application at every level and shall be able to withdraw without prejudice until the date on which the dossier is scheduled to go forward. At the candidate's option, the candidate may meet with the Director of the Library, the Provost and Vice-President for Academic Affairs, or the President to discuss the candidate's qualifications for promotion, the procedures used in consideration of the candidate's case, and any recommendations.

(c) Recommendations for the awarding of promotion shall include the following levels of review:

(1) Supervisor

a. Upon receiving the candidate's Library Promotion Application Form, the supervisor shall deliver the form to the Director of the Library by the date in the promotion schedule. The Director of the Library shall ensure that the candidate has the current Library bylaws that include the Library departments' interpretations/clarifications of the University promotion criteria.

b. After delivering the candidate's Library Promotion Form to the Director of the Library, the supervisor shall submit a written assessment of the candidate's qualifications with reference to the University's promotion criteria for library faculty as interpreted/clarified in the Library's bylaws and shall make a positive or a negative recommendation.

c. The supervisor shall meet with the candidate to give the candidate a copy of his/her written assessment and recommendation, prior to sending a copy to the Library Promotion Committee chair, to be shared with the other members of the committee and the Director of the Library.

d. The candidate shall have five (5) days from receipt of the supervisor's assessment and recommendation to submit a written response. The candidate's response, if any, shall be included in the promotion dossier.

(2) Library Promotion Committee

a. Upon including the supervisor's recommendation and his/her written response, if any, the candidate shall submit the dossier to the Library Promotion Committee chair.

b. The Library faculty shall establish in the Library bylaws, developed pursuant to the provisions of the Bylaws article, the provisions governing the conduct of the Library Promotion Committee.

c. The Library Promotion Committee's function shall be to review each candidate's promotion dossier, to provide a separate written assessment of the candidate's qualifications for promotion, and to provide an objective professional written recommendation to the Director of the Library. This written assessment and recommendation, which shall become a part of the candidate's promotion dossier, shall include a description of the Committee's procedures, a discussion of the candidate's qualifications for promotion with reference to the University promotion criteria, as interpreted/clarified in the Library bylaws, and the result of the vote taken by the Committee. The vote shall be conducted in a lawful manner which is intended to assure a free and voluntary exercise of choice.

d. The Library Promotion Committee shall forward a copy of its assessment and recommendation to the candidate, who shall have five (5) days from receipt to submit a written response. The candidate's response, if any, shall be included in the promotion dossier.

e. The Library Promotion Committee shall not forward the promotion dossier to the Director of the Library until either the candidate submits a response or the five (5) day period for responding expires, whichever occurs first.

(3) Director of the Library

a. The Director of the Library shall review all procedural and substantive matters for completeness in order to ensure that the Library Promotion Committee has met its responsibilities.

b. If the promotion recommendations of the Library Promotion Committee and the supervisor disagree, the Director of the Library shall meet jointly with the Committee and the supervisor no later than two (2) weeks following receipt of the dossier to discuss the differing recommendations. Upon the library faculty member's written request, the Director of the Library shall also meet with the candidate to discuss the promotion recommendations of the Library Promotion Committee and the supervisor and to correct any misunderstanding or misinformation.

c. After reviewing each candidate's promotion dossier and considering the written assessments and recommendations of the Library Promotion Committee and the supervisor, and the candidate's written responses, if any, the Director of the Library shall submit a written assessment of the candidate's qualifications for promotion with reference to the University's criteria for promotion as interpreted/clarified in the Library bylaws and make a positive or a negative recommendation. The Director of the Library's written assessment and recommendation shall point out if his/her recommendation differs from that of the Library Promotion Committee, the supervisor, or both, and shall include confirmation that all procedural and substantive responsibilities of the Committee and the supervisor have been met.

d. The Director of the Library shall forward a copy of his/her assessment and recommendation to the candidate, the supervisor, and the Library Promotion Committee, to be shared with other members of the committee. The candidate shall have five (5) days from receipt to submit a written response. The candidate's response, if any, shall be included in the promotion dossier.

e. The Director of the Library shall not forward the dossier to the Provost and Vice President for Academic Affairs until either the candidate submits a response or the five (5) day period for responding expires, whichever occurs first.

f. In cases in which the Director of the Library's recommendation differs from the recommendations of the Library Promotion Committee, the supervisor, or both, the Provost and Vice President for Academic Affairs (hereinafter "Provost") shall meet jointly with the Committee, the supervisor, and the Director of the Library.

(4) Provost and Vice President for Academic Affairs

a. After reviewing each candidate's promotion dossier and considering the written assessments and recommendations of the Library Promotion Committee, the supervisor, and the Director of the Library, and the candidate's written responses, if any, the Provost shall submit to the candidate a draft written assessment of the candidate's qualifications for promotion with reference to the University's promotion criteria for library faculty as interpreted/clarified in the Library's bylaws, and shall make a positive or a negative recommendation. The assessment shall confirm that all procedural and substantive responsibilities have been fulfilled.

b. Within five (5) days of receipt of the draft written assessment, the candidate may submit a written response or schedule a meeting with the Provost to discuss the candidate's qualifications for promotion, the procedures used in consideration of the candidate's case, and the Provost's recommendation.

c. The Provost shall forward a copy of his/her final assessment and recommendation to the candidate after the candidate submits a response to the draft written assessment or the five-day period for responding expires, whichever occurs first. The candidate shall have five (5) days from receipt of the final assessment and recommendation to submit a written response. The candidate's response, if any, shall be included in the promotion dossier.

d. The Provost shall not forward the promotion dossier to the President until either the candidate submits a response or the five (5) day period for responding expires, whichever occurs first.

e. The Provost shall also forward his/her final assessment and recommendation to the Director of the Library, the candidate's supervisor, and to the chair of the Library Promotion Committee, who shall share it with other members of the committee.

f. Following the submission of his/her final assessments and recommendations to the President and the President's final decision, the Provost shall make a report to the faculty at large delineating the positive or negative recommendations for Promotion in comparison to those forwarded by the Library Promotion Committee and the number of withdrawals from the promotion process. The Provost shall also provide a report to the UFF delineating the positive or negative recommendations for promotion in comparison to those forwarded by the supervisor, the Library Promotion Committee, the Library Director, the Provost, and the President, by rank, and the number of withdrawals from the promotion process by rank.

(5) President

a. After reviewing each candidate's promotion dossier and considering the written assessments and recommendations of the Library Promotion Committee, the supervisor, the Director of the Library, and the Provost, and the candidate's written responses, if any, the President shall make a final decision whether to award promotion.

b. The President or designee shall notify the library faculty member in writing as soon as possible, but no later than ten (10) days after the date of the decision. A copy of the President's decision shall be sent to the Provost, the Director of the Library, the candidate's supervisor, and the Chair of the Library Promotion Committee, who shall share it with the other members of the committee.

21.8 Promotion Decision.

(a) The President shall award promotion. The President or designee shall notify the library faculty member in writing of the decision as soon as possible, but no later than ten (10) days after the date of the decision.

(b) If a library faculty member is denied a promotion and makes a written request to the President within twenty (20) days after receipt of notification of denial, the President or designee shall provide the library faculty member with a written explanation of the reasons why promotion was not granted. The written explanation shall be provided within twenty (20) days of the library faculty member's written request.

(c) Within thirty-five (35) days after the promotion decision, the promotion dossier shall be returned to the library faculty member. However, if a grievance has been filed, a copy of the promotion dossier shall be provided to the grievant, and the Provost shall retain the original promotion dossier until final disposition of the grievance.

(d) Allegations of procedural deficiencies shall be subject to the grievance procedure; however, the final decision of the President as to promotion is not subject to an arbitrator's decision.

21.9 Withdrawal from the Process.

(a) A candidate for promotion may withdraw, without prejudice, at any stage in the promotion process before March 15, or before the Provost submits his/her final assessment and recommendation to the President, whichever is later.

(b) If a candidate withdraws from consideration, the promotion dossier (including all assessments and recommendations) shall be returned to the candidate.

21.10 Promotion Salary Increase. The University Administration shall increase the annual base salary rate of library faculty members recommended for promotion by twelve and one-half (12.5) percent, effective at the beginning of their respective annual appointments.

ARTICLE 22
ADVANCED TITLES FOR INSTRUCTORS AND LECTURERS

Instructors and Lecturers who have completed eight (8) or more years of experience in rank at UNF as of the effective date of their academic-year contract shall be reclassified to Senior Instructor or Senior Lecturer, as applicable. Effective on the date that they are reclassified, they shall be provided either the \$2000 or \$2666.66 increase in base salary as provided in Article 28 (Salaries), Sections 28.3(b) and 28.4(c). Instructors and Lecturers are only entitled to one pay increase under this provision, which occurs when they are reclassified. Senior Instructors and Senior Lecturers are not entitled to additional \$2000 or \$2666.66 increases to their base salary once they have been reclassified.

ARTICLE 23 LEAVES

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

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

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

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

(d) An absence without approved leave or extension of leave shall subject the faculty member to the provisions of the Article Disciplinary Action and Job Abandonment, Section 30.7.

(e) A faculty member's request for use of leave for an event covered by the provisions of the Family and Medical Leave Act (FMLA) of 1993 (Public Law 103-3) shall be submitted and responded to in accordance with the provisions of Section 23.6.

23.2 Return from Leave. A faculty member who returns from an approved leave of absence with or without pay shall be returned to the same classification, unless the University Administration and the faculty member agree in writing to other terms and conditions. The return from FMLA leave shall be in accordance with Section 23.6.

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

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

23.5 Holidays.

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

(b) Supervisors are encouraged not to require a faculty member to perform duties on holidays; however, a faculty member required to perform duties on holidays shall have the

faculty member's schedule adjusted to provide equivalent time off, up to a maximum of eight (8) hours for each holiday worked.

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

23.6 Family and Medical Leave Act (FMLA) Entitlements.

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

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

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

(2) Pursuant to Fla. Admin. Code R 6C-5.920(13), a salaried faculty member is entitled to a parental leave for up to six (6) months in accordance with the provisions of Section 23.7, for a birth or adoption of the faculty member’s child. If an eligible faculty member elects to take Parental Leave, up to four hundred and eighty (480) hours of such leave may be counted against that faculty member’s FMLA entitlement.

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

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

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

(d) Use and Approval of FMLA Leave.

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

(2) The University Administration may require that the faculty member use accrued leave with pay prior to requesting leave without pay for four hundred and eighty (480) hours (12 workweeks) of FMLA leave. Requiring the use of paid leave shall be applied consistently and may not be used merely to exhaust the faculty member’s leave balance in order to prohibit the use of paid leave while on leave without pay as provided for in Section 23.11(e).

(3) After the President or representative has acquired knowledge that the leave is being taken for an FMLA required reason, the President or representative shall within two business days, absent extenuating circumstances, notify the faculty member of the period of FMLA leave to be granted, including the date of return to employment.

If the notice is oral, it shall be confirmed in writing no later than the following payday (unless the payday is less than one week after the oral notice, in which case the notice must be no later than the subsequent payday).

(e) Medical Certification.

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

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

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

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

(h) If any provision of Section 23.6 (FMLA) is inconsistent with or in contravention of the Family Medical Leave Act of 1993, Public Law 103-3, or the Family and Medical Leave Act Regulations, 29 CFR Part 825, or any subsequently enacted legislation, then such provision shall be superseded by the laws or regulations referenced above, except to the extent that the collective bargaining agreement or any employee benefit program or plan provides greater family or medical leave rights to an eligible faculty member.

23.7 Parental Leave.

(a) A faculty member shall be granted a parental leave not to exceed six (6) months when the faculty member becomes a biological parent or a child is placed in the faculty member's home pending adoption; foster care is not covered under parental leave but is provided through the FMLA provisions in accordance with Section 23.6.

(b) If a faculty member plans to use a combination of accrued leave and leave without pay, such request shall include the specific periods for each type of leave requested. Use of accrued leave during an approved period of leave without pay shall be in accordance with Sections 23.11.

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

(1) The President or representative shall acknowledge to the faculty member in writing the period of leave to be granted, that such leave counts against the faculty member's unused FMLA entitlements in accordance with Section 23.6, and the date of return to employment.

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

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

(d) Upon agreement between the faculty member and the University Administration, intermittent FMLA leave or a reduced work schedule may be approved for the birth of the faculty member's child or placement of a child with the faculty member for adoption in accordance with Section 23.6.

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

(a) Sick Leave.

(1) Accrual of Sick Leave.

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

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

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

(2) Uses of Sick Leave.

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

b. Sick leave shall be authorized for the following:

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

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

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

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

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

d. A faculty member who requires the use of sick leave should notify the supervisor as soon as practicable.

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

(3) Certification. If a faculty member's request for absence or absence exceeds four (4) consecutive days, or if a pattern of absence is documented, the University Administration may require a faculty member to furnish certification issued by an attending health care provider of the medical reasons necessitating the absence and/or the faculty member's ability to return to work. If the medical certification furnished by the faculty member is not acceptable, the faculty member may be required to submit to a medical examination by a health care provider who is not a university staff member which shall be paid for by the University. If the medical certification indicates that the faculty member is unable to perform assigned duties, the President or representative may place the faculty member on compulsory leave under the conditions set forth in Section 23.8(c).

(4) Transfer of Credits.

a. When a faculty member moves from one (1) State university to another or upon re-employment within 100 days, the full balance of accrued sick leave shall accompany the faculty member unless the faculty member has received a lump sum payment for accrued sick leave. If a faculty member has received such a lump sum payment, the faculty member may elect in writing, upon re-employment, to restore the faculty member's accrued sick leave. Such restoration shall be effective upon repayment of the full lump sum leave payment.

b. When a faculty member moves from a position in State government outside the University to a leave-accruing position at the University, all unused sick leave accrued in the State classification and pay plan in which previously employed and for which payment has not been received may accompany the faculty member; however, no more than thirty-one (31) days may elapse between jobs.

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

d. The transfer of unused sick leave from a local government to a University position is not permitted unless a reciprocal agreement in writing between the Board of Trustees or its representative and the previous employing entity is in effect.

(5) Payment for Unused Sick Leave.

a. A faculty member with less than ten (10) years of State service who separates from State government shall not be paid for any unused sick leave.

b. A faculty member who has completed ten (10) or more years of State service, has not been found guilty or has not admitted to being guilty of committing, aiding, or abetting any embezzlement, theft, or bribery in connection with State government, or has not been found guilty by a court of competent jurisdiction of having violated any State law against or prohibiting strikes by public employees, and separates from State government because of retirement for other than disability reasons, termination, or death, shall be compensated at the faculty member's current regular hourly rate of pay for one-eighth of all unused sick leave accrued prior to October 1, 1973, plus one-fourth of all unused sick leave accrued on or after October 1, 1973; provided that one-fourth of the unused sick leave since 1973 does not exceed 480 hours.

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

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

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

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

(b) Job-Related Illness/injury.

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

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

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

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

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

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

a. offer the faculty member part-time employment;

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

c. request the faculty member's resignation; or

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

(c) Compulsory Leave.

(1) Placing Faculty Member on Compulsory Leave.

a. If a faculty member is unable to perform assigned duties due to illness/injury, the President or representative may require the faculty member to submit to a

medical examination, the results of which shall be released to the University Administration, by a health care provider chosen and paid by the University Administration, or by a health care provider chosen and paid by the faculty member, who is acceptable to the President or representative. Such health care provider shall submit the appropriate medical certification(s) to the University Administration.

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

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

(2) Conditions of Compulsory Leave.

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

b. The compulsory leave period may be leave with pay or leave without pay. If the compulsory leave combines the use of accrued leave with leave without pay, the use of such leave shall be in accordance with Section 23.11.

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

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

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

- a. offer the faculty member part-time employment;
- b. place the faculty member in leave without pay status in accordance with Section 23.11 or extend such status;
- c. request the faculty member's resignation; or
- d. release the faculty member from employment, notwithstanding any other provisions of this Agreement.

23.9 Annual Leave

(a) Accrual of Annual Leave.

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

converted to post October 1, 1973 sick leave on an hour-for-hour basis on January 1 of each year.

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

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

(b) Use and Transfer of Annual Leave.

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

(2) Upon transfer of an annual leave accruing faculty member from one institution to another within the State or upon re-employment within 100 days, except for re-employment after layoff (see (c)(3), below), the faculty member may choose to:

1. transfer up to forty-four (44) days of unused annual leave; or
2. receive a lump sum payment for all or a portion of unused annual leave, up to thirty-one (31) days, and transfer any remaining balance. Such leave payment shall not constitute a break-in-service.

(3) A faculty member may transfer into an annual leave accruing position up to forty-four (44) days of unused leave accrued in the State classification and pay plan in which previously employed, provided the faculty member has not received payment for such leave and no more than thirty-one (31) days have elapsed between jobs.

(4) When an annual leave accruing faculty member moves to a position in State government, the transfer of leave shall be governed by the rules of the plan to which the faculty member is transferring. Should all unused leave not be transferable, up to forty-four days (352 hours) of the remaining balance shall be paid in lump sum, effective the last day of State employment, without affecting other leave benefits.

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

(c) Payment for Unused Annual Leave.

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

(2) Upon transfer from an annual leave accruing contract to an academic year contract within the University, the faculty member may elect to retain all unused annual leave until such time, not to exceed two (2) years, as the faculty member transfers back to an annual

leave accruing contract or terminates employment with the University. Upon such termination or at the end of two (2) years, whichever comes first, the unused leave balance shall be paid in lump sum for up to forty-four days (352 hours) at the annual rate the faculty member was accruing as of the faculty member's last day of work on an annual leave accruing contract.

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

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

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

23.10 Administrative Leaves.

(a) Jury Duty and Court Appearances.

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

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

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

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

(b) Military Leave.

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

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

(3) Other Military Leave.

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

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

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

d. Use of accrued leave is authorized during a military leave without pay in accordance with Section 23.11.

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

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

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

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

(3) Athletic competition leave is provided by Section 110.118, Florida Statutes, for a faculty member who is a group leader, coach, official, or athlete who is a member of the official delegation of the United States team for athletic competition. Such paid leave not

affecting leave balances shall be granted for the purpose of preparing for and engaging in the competition for the period of the official training camp and competition, not to exceed 30 days in a calendar year.

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

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

23.11 Leave Without Pay.

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

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

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

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

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

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

a. Notwithstanding the provisions of Section 23.8(a)(2) regarding the use of sick leave, a faculty member may use any type of accrued leave in an amount necessary to cover the faculty member's contribution to the State insurance program and other expenses incurred by the faculty member during an approved period of leave without pay for parental, foster care, medical, or military reasons.

b. Normally the use of accrued leave during a period of leave without pay for medical reasons shall be approved for up to six (6) months, but may be approved for up

to one year for the serious health condition of the faculty member or a member of the faculty member's immediate family.

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

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

ARTICLE 24
PROFESSIONAL DEVELOPMENT LEAVES AND SABBATICALS

24.1 Professional Development Leave.

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

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

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

(d) Application and Selection.

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

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

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

(e) Terms of Professional Development Leave.

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

(2) A faculty member who fails to spend the time as stated in the application shall reimburse the University the salary received during such leave.

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

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

(5) Contributions normally made by the Board to retirement and Social Security programs shall be continued on a basis proportional to the salary received. Board

contributions normally made to faculty member insurance programs and any other faculty member benefit programs shall be continued during the professional development leave.

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

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

24.2 Other Study Leave.

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

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

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

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

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

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

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

24.3 Sabbaticals.

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

(b) Types of Sabbaticals.

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

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

(c) Eligibility for Sabbaticals. Full-time tenured faculty members with at least six (6) years of full-time service with the University shall be eligible for sabbaticals. A faculty member who is compensated through a contract or grant may receive a sabbatical only if the contract or grant allows a sabbatical and the faculty member meets all other eligibility requirements.

(d) Application and Selection.

(1) Applications for sabbaticals shall be submitted in accordance with University procedures established through the consultation process (Consultation Article). Each application shall include a statement describing the program and activities to be followed while on sabbatical, the expected increase in value of the faculty member to the University and the faculty member's academic discipline, specific results anticipated from the leave, any anticipated supplementary income, and a statement that the applicant agrees to comply with the conditions of the sabbatical program as described in this article 24.3(e) below.

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

(3) If there are more applicants for one (1) semester sabbaticals at full-pay than available sabbaticals, a committee shall rank the applicants. The committee shall be elected by and from the faculty members eligible for sabbatical leave as specified in this article Section 24.3(c). The committee chairperson shall be selected by the President or representative. The committee, in ranking the applicants, shall consider the benefits of the proposed program to the faculty member, the University and the profession; an equitable distribution of sabbaticals among colleges, divisions, schools, departments, and disciplines within the University; the length of time since the faculty member was relieved of teaching duties for the purpose of research and other scholarly activities; and length of service since previous sabbatical or initial appointment. The committee shall submit a ranked list of recommended faculty members to the President or representative. The President or representative shall make appointments from the list and consult with the committee prior to an appointment that does not follow the committee's ranking.

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

(e) Terms of Sabbatical Program.

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

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

(3) The faculty member must, within thirty (30) days upon returning from the sabbatical, provide a concise written report of the faculty member's accomplishments during the sabbatical to the President or representative. This report shall include information regarding the

activities undertaken during the sabbatical, the results accomplished during the sabbatical as they affect the faculty member and the University, and research or other scholarly work produced or expected to be produced as a result of the sabbatical.

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

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

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

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

24.4 Retraining. The University Administration may, at its discretion, provide opportunities for retraining of faculty members when it is in the University's best interests. Such opportunities may be provided to faculty members who are laid off, to those who are reassigned, or in other appropriate circumstances. These retraining opportunities may include enrollment in tuition-free courses under the provisions of the Benefits Article Section 29.7, and Sabbaticals or Professional Development Leaves under this Article.

ARTICLE 25
INTELLECTUAL PROPERTY

25.1 University Authority and Responsibilities. Section 240.229, Florida Statutes, authorizes each university to establish rules and procedures regarding patents, copyrights, and trademarks. Such rules and procedures shall be consistent with the terms of this Article.

25.2 Definitions. The following definitions shall apply in this Article:

(a) A "work" includes any copyrightable material, such as printed material, computer software or databases, audio and visual material, circuit diagrams, architectural and engineering drawings, lectures, musical or dramatic compositions, choreographic works, pictorial or graphic works, and sculptural works. Instructional technology material, as defined in the Assignment of Responsibilities Article, Section 14.11(a), is included in this definition.

(b) An "invention" includes any discovery, invention, process, composition of matter, article of manufacture, know-how, design, model, technological development, strain, variety, culture of any organism, or portion, modification, translation, or extension of these items, and any mark used in connection with these items. Instructional technology material, as defined in the Assignment of Responsibilities Article, Section 14.11(a), is included in this definition.

(c) "Instructional technology material" is defined in the Assignment of Responsibilities Article, Section 14.11(a).

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

25.3 Works.

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

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

work.

(b) University-Supported Efforts.

(1) If the work was not made in the course of independent efforts, the work is the property of the university and the faculty member shall share in the proceeds therefrom.

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

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

b. Works developed without the use of appreciable university support and used solely for the purpose of assisting or enhancing the faculty member's instructional assignment.

(c) Disclosure.

(1) Upon the creation of a work and prior to any publication, the faculty member shall disclose to the President or representative any work made in the course of

university-supported efforts, together with an outline of the project and the conditions under which it was done. Consistent with the provisions of Section 25.3(b)(2)a., above, faculty members need not disclose regarding books, articles, and similar works, the intended purpose of which is to disseminate the results of academic research or scholarly work.

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

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

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

25.4 Inventions.

(a) Disclosure/University Review.

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

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

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

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

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

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

(b) Independent Efforts. All inventions made outside the field or discipline in which the faculty member is employed by the University and for which no university support has been used are the property of the faculty member, who has the right to determine the disposition of

such work and revenue derived from such work. The faculty member and the President or representative may agree that the patent for such invention be pursued by the University and the proceeds shared.

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

(d) Release of Rights.

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

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

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

(e) University Policy.

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

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

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

25.5 Outside Activity.

(a) Although a faculty member may, in accordance with Article 26, Conflict of Interest/Outside Activity, engage in outside activity, including employment, pursuant to a consulting agreement, requirements that a faculty member waive the faculty member's or University's rights to any work or inventions which arise during the course of such outside activity must be approved by the President or representative.

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

ARTICLE 26
CONFLICT OF INTEREST/OUTSIDE ACTIVITY

26.1 Policy.

(a) A faculty member is bound to observe, in all official acts, the highest standards of ethics consistent with the code of ethics of the State of Florida (Chapter 112, Part III, Florida Statutes), the advisory opinions rendered with respect thereto, Board rules, and University rules. Other provisions of State law govern obligations and responsibilities of faculty members who receive State compensation in addition to their annual salary (see Section 240.283, Florida Statutes).

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

26.2 Definitions.

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

(b) "Conflict of Interest" shall mean

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

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

26.3 Conflicts of Interest Prohibited. Conflicts of interest, including those arising from University or outside activities, are prohibited. Faculty members are responsible for resolving such conflicts of interest, working in conjunction with their supervisors and other University officials.

26.4 Report of Outside Activity.

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

(b) The report, as described in paragraph 26.4(a), above, shall include where applicable, the name of the employer or other recipient of services; the funding source; the location where such activity shall be performed; the nature and extent of the activity; and any intended use of University facilities, equipment, or services.

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

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

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

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

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

26.5 Expedited Grievance Procedure.

(a) In the event the proposed outside activity is determined to constitute a conflict of interest, and the faculty member disagrees with that determination, the faculty member may file a grievance under the expedited grievance procedure contained in the Grievance Article, Section 31.13.

(b) The faculty member may engage in such outside activity pending a resolution of the matter pursuant to Section 26.5(a), above.

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

26.6 Use of University Resources. A faculty member engaging in any outside activity shall not use the facilities, equipment, or services of the University in connection with such outside activity without prior approval of the President or representative. Approval for the use of University facilities, equipment, or services may be conditioned upon reimbursement for the use thereof.

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

ARTICLE 27
OTHER RIGHTS AND RESPONSIBILITIES OF FACULTY MEMBERS

27.1 Constitutional Rights of Faculty. The federal and state constitutional and statutory rights accorded to a faculty member employed by the University of North Florida are not diminished by this Agreement or by the fact of his/her employment by the University of North Florida, and nothing herein shall be construed to diminish the right of such faculty member to exercise those rights. Any alleged violation of such rights shall not be subject to the grievance and arbitration procedure of this Agreement, but shall be subject to vindication only by a court of competent jurisdiction. However, this shall not prohibit a faculty member from contesting proper cause for disciplinary action in a grievance or arbitration proceeding on the grounds that the discipline was imposed in retaliation for the faculty member's exercise of his/her constitutional or statutory rights.

27.2 Postal Services. The University Administration shall pay for reasonable postal services related to teaching, scholarship/research/creative activity, service or other assigned duties.

27.3 Limitation on Personal Liability.

(a) In the event a faculty member is sued for an act, event, or omission which may fall within the scope of Section 768.28(9), Florida Statutes, the faculty member should notify the President's office as soon as possible after receipt of the summons commencing the action in order that the University Administration may fulfill its obligation. Failure to notify the President's office promptly may affect the rights of the parties.

(b) For information purposes, a copy of the current full-text of Section 768.28(9), Florida Statutes, is included for reference in Appendix "F".

(c) The University Administration shall provide a legal defense for any faculty member who is sued for alleged acts, events, or omissions of actions within the scope of his or her employment with the University. The University Administration shall have no obligation to provide a defense when the faculty member acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Nor shall the University Administration have any obligation to provide a defense to any faculty member who is sued by another faculty member or any employee, agent, or official of the University, unless the faculty member is a co-defendant with either the University or a member of the University Administration.

ARTICLE 28
SALARY INCREASES AND SALARY PAYMENTS

28.1 Annual Salary Increases Already Provided. The annual salary increases for the 2003-04, 2004-05, and 2005-2006 academic years, as described in Sections 28.2, 28.3, and 28.4 below, are provided for eligible in-unit faculty members, in addition to the following increases and bonuses which have already been provided:

(a) The Legislatively mandated salary increase which was effective December 1, 2003 (approximately 2.0%),

(b) The rank promotion increases which were effective August 6, 2003, August 9, 2004, and August 8, 2005, and

(c) The \$1,000 lump-sum bonus which was effective December 1, 2004.

28.2 2003-04 Annual Salary Increases. Eligible employees shall be provided merit pay increases, market equity/compression pay increases, and inversion pay increases retroactive to December 1, 2003 under the terms set forth in this section.

(a) Departmental Merit Salary Increases.

(1) A total of \$237,908.89 shall be provided to fund 2003-04 Departmental Merit salary increases. These increases are effective retroactive to December 1, 2003.

(2) Eligibility. An eligible faculty member is one who was in pay status on March 31, 2003, and who continues to be employed with the University as of the date of ratification of this Agreement, except as noted in subsections a., b., and c. below.

a. An otherwise eligible faculty member who has retired from the University, but who was employed during the time period applicable to this increase, shall be eligible for the increase.

b. A faculty member who was issued a notice of non-reappointment, or who has resigned for any reason, is not eligible for the increase.

c. Visiting faculty are not eligible for the increase.

(3) Process for Determining 2003-04 Departmental Merit Salary Increases.

a. Annual performance evaluations completed for 2002-03 shall be used as provided below for the purpose of determining departmental merit salary increases for 2003-04.

b. In departments where existing performance evaluation procedures do not include five (5) evaluation rating categories analogous to those provided in this Agreement, the current department chair shall translate the 2002-03 annual performance evaluation into the five (5) evaluation rating categories. The chair's translation shall be final and not subject to further review.

c. In departments where performance evaluations were not made separately for each required category of activity (e.g., teaching, research/scholarship/creative activity, service), the current department chair shall translate the 2002-03 annual performance evaluation into those activity categories. In the case of advisors, curators, and librarians, their primary functional counterpart activity for teaching shall be used in lieu of the teaching component. The chair's translation shall be final and not subject to further review.

d. Merit Score. Each faculty member shall receive a merit score, as determined by Steps 1 and 2 below.

Step 1. The following points will be assigned to the evaluation rating categories for each applicable activity category (e.g., teaching, research/scholarship/creative activity, service).

Exemplary	2
Above Satisfactory	1
Satisfactory	0
Below Satisfactory	-1
Unsatisfactory	-2

Where research/scholarship/creative activity is not a requirement for a particular classification, the faculty member in that classification will receive a “0” for that activity.

Step 2. The merit score for tenured and tenure-earning faculty members is computed by weighting the points for the teaching component by 60%, the research/scholarship/creative activity component by 30%, and the service component by 10%. The merit score for instructors, lecturers, curators, and librarians is computed by weighting the points for the faculty member’s primary activity category (e.g., teaching for Instructors) by 90% and service by 10%. The sum of these weighted scores is the merit score for an individual faculty member. For example, if faculty member Doe received a rating of “exemplary” in teaching, “above satisfactory” in research/scholarship/creative activity, and “below satisfactory” in service, Doe’s merit score would be $.60(2) + .30(1) + .10(-1) = 1.4$.

e. Merit Value. Each faculty member in the department who has a positive merit score will be given a merit value. The merit value is equal to the merit score multiplied by the faculty member’s annual salary (e.g., nine month salary for nine month appointments; twelve month salary for twelve month appointments), including 2003-04 promotion pay increases and the December 1, 2003 across the board pay increase. For example, if Faculty member Doe had a salary of \$50,000, and a merit score of 1.4, Doe’s merit value would be 70,000.

f. Merit Raise. The dollar amount of the departmental merit salary increase shall be determined by dividing the faculty member’s merit value by the sum of all the merit values within a department, and then multiplying that fraction by the total amount of departmental merit money allocated to the department, as listed in subsection g. For example, if Doe’s department was allocated \$5,000 for departmental merit salary increases, and Doe’s merit value is 70,000, while the sum of all the merit values in the department is 500,000, then Doe would receive a departmental merit salary increase of $(70,000/500,000) \times \$5,000 = \$700$.

g. The total amount of departmental merit money allocated to each department is as follows:

Department	Amount
ACCOUNTING & FINANCE	\$16,524.37
ARTS & SCIENCES ADVISING	\$1,650.71
ATHLETIC TRAINING & PHYSICAL THERAPY	\$2,559.32
BIOLOGY	\$5,882.72
BUILDING CONSTRUCTION MGMT	\$2,464.09
CHEMISTRY & PHYSICS	\$10,211.47
CIVIL ENGINEERING	\$2,743.36
COMMUNICATIONS & VISUAL ARTS	\$12,058.16
COMPUTER & INFORMATION SCIENCES	\$17,261.87
COUNSELING & EDUCATIONAL LEADERSHIP	\$7,585.11
CURRICULUM & INSTRUCTION	\$19,154.89
ECONOMICS	\$5,976.77
ELECTRICAL ENGINEERING	\$5,334.05
ENGLISH & FOREIGN LANGUAGES	\$13,972.03
HISTORY	\$7,063.15
HONORS PROGRAM	\$451.34
LIBRARY	\$11,403.22
MANAGEMENT MARKETING AND LOGISTICS	\$20,794.53
MATHEMATICS & STATISTICS	\$13,112.72
MECHANICAL ENGINEERING	\$2,791.61
MUSIC	\$7,559.31
NURSING	\$8,419.68
PHILOSOPHY & RELIGIOUS STUDIES	\$2,691.89
PSYCHOLOGY	\$8,731.50
PUBLIC ADMIN & POLIT SCIENCE	\$7,655.28
PUBLIC HEALTH	\$11,143.63
SOCIOLOGY, ANTHROPOLOGY & CRIMINAL JUSTICE	\$8,088.54
SPECIAL EDUCATION	\$4,623.57
Grand Total	\$237,908.89

(b) Market Equity/Compression.

(1) A total of \$217,408.89 shall be provided to address market equity and compression, as follows:

(2) Eligibility. An eligible faculty member is one who holds the rank of professor, associate professor, assistant professor, instructor, or lecturer (or the equivalent ranks for librarian and curator) who was in pay status on March 31, 2003, and who continues to be employed with the University as of the date of ratification of this Agreement, except as noted in subsections a., b., and c. below.

a. An otherwise eligible faculty member who has retired from the University, but who was employed during the time period applicable to this increase, shall be eligible for the increase.

b. A faculty member who was issued a notice of non-reappointment, or who has resigned for any reason, is not eligible for the increase.

c. Visiting faculty are not eligible for the increase.

(3) Method - Determining Distance from Market Based on Rank and Discipline

a. Database. The average salaries at All Public Colleges and Universities as reflected in the 2004-05 National Faculty Salary Survey by Discipline and Rank in Four-Year Colleges and Universities, College and University Personnel Association for Human Resources (CUPA-HR), increased by ten percent (10%), shall be used for the purpose of determining the target market salaries for ranked faculty. The CIP code which has been heretofore agreed upon between the University Administration and the UFF shall be used in calculating market equity/compression pay increases. The average salaries as reflected in the 2004-05 Association of Research Librarian (ARL) annual salary survey, reduced by twenty-five percent (25%), shall be used for the purpose of determining the target market salary for librarians. The CUPA-HR and ARL national salaries will be further adjusted by rank and years of service in rank as set forth below in order to identify the target market salary for individual faculty members. For purpose of this calculation, years in rank shall be calculated by determining the number of full years of service in rank that the faculty member has accrued as of the effective date of the academic contract for 2003-04.

Professor, University Librarian		Associate Professor, Associate University Librarian		Assistant Professor, Assistant University Librarian		Instructor, Lecturer	
Yrs in Rank	% of Average	Yrs in Rank	% of Average	Yrs in Rank	% of Average	Yrs in Rank	% of Average
0	90	0	90	0	96	0	90
1	92	1	92	1	98	1	92
2	94	2	94	2	100	2	94
3	96	3	96	3	102	3	96
4	98	4	98	4	104	4	98
5	100	5	100	5 & up	106	5	100
6	102	6	102			6	102
7	104	7	104			7	104
8	106	8	106			8	106
9	108	9	108			9	108
10	110	10 & up	110			10 & up	110
11	112						
12	114						
13	116						
14	118						
15 & up	120						

b. Recognizing Market Deficit

1. Divide the faculty member's March 31, 2003 salary (plus the 2003-04 across the board, promotion, other University Administration adjustments of record, and departmental merit increases) by the target market salary.

2. Award points corresponding to market deficit as follows:

- 95% of market salary or above = 0 points
- 94% of market = 2 points
- 93% of market = 4 points
- 92% of market = 6 points
- 91% of market = 8 points

- 90% of market = 10 points
- 89% of market = 12 points
- 88% of market = 14 points
- 87% of market = 16 points
- 86% of market = 18 points
- 85 % of market = 20 points
- 84% of market = 22 points
- 83% of market = 24 points
- 82% of market = 26 points
- 81% of market = 28 points
- 80% of market = 30 points
- 79% of market = 32 points
- 78% of market = 34 points
- 77% of market = 36 points
- 76% of market = 38 points
- 75% of market or less = 40 points

3. Each faculty member will receive his/her proportional share of the amount available, based upon his/her market deficit points as a percent of total market deficit points. (Example: If faculty member Doe has 24 points and the collective points of all eligible faculty in the university was 2000, then faculty member Doe would receive 24/2000 of the total dollars set aside for market equity/compression pay raises.)

(c) Inversion Pay Increases. A total of \$20,500 shall be provided to address salary inversion between ranks, as follows:

(1) Eligibility. Professors, associate professors, assistant professors, university librarians, and associate university librarians who are on regular appointment status (excluding visiting faculty) and whose base salary rate (after all other 2003-04 pay increases) is below that of the highest-paid faculty member in a lower rank in the same discipline in the same department were considered eligible for consideration for an inversion pay increase. The UFF has identified those forty-one (41) faculty members who will receive the inversion pay increase. In making this identification, a total of three (3) top-paid faculty of junior rank within the University's in-unit faculty were eliminated from consideration when determining those forty-one (41) faculty members who will receive the inversion pay increase.

(2) Increase Amount. Each of the forty-one (41) faculty members shall receive a \$500 inversion pay increase to his/her base salary.

28.3 2004-05 Annual Salary Increases. Eligible faculty members shall be provided merit pay increases, experience supplements for senior instructors and lecturers, market equity/compression pay increases, and inversion pay increases retroactive to August 9, 2004 under the terms set forth in this section.

(a) Departmental Merit Increases.

(1) A total of \$382,340.12 shall be provided to fund 2004-05 departmental merit increases.

(2) Eligibility. An eligible faculty member is one who was in pay status on March 31, 2004, and who continues to be employed with the University as of the date of ratification of this Agreement, except as noted in subsections a., b., and c. below.

a. An otherwise eligible faculty member who has retired from the University, but who was employed during the time period applicable to this increase, shall be eligible for the increase.

b. A faculty member who was issued a notice of non-reappointment, or who has resigned for any reason, is not eligible for the increase.

c. Visiting faculty are not eligible for the increase.

(3) Process for Determining 2004-05 Departmental Merit Salary Increases.

a. Annual performance evaluations completed for 2003-04 shall be used as provided below for the purpose of determining departmental merit salary increases for 2004-05.

b. In departments where existing performance evaluation procedures do not include five (5) evaluation rating categories analogous to those provided in this Agreement, the current department chair shall translate the 2003-04 annual performance evaluation into the five (5) evaluation rating categories. The chair's translation shall be final and not subject to further review.

c. In departments where performance evaluations were not made separately for each required category of activity (e.g., teaching, research/scholarship/creative activity, service), the current department chair shall translate the 2003-04 annual performance evaluation into those activity categories. In the case of advisors, curators, and librarians, their primary functional counterpart activity for teaching shall be used in lieu of the teaching component. The chair's translation shall be final and not subject to further review.

d. Merit Score. Each faculty member shall receive a merit score, as determined by steps 1 and 2 below.

Step 1. The following points will be assigned to the evaluation rating categories for each applicable activity category (e.g., teaching, research/scholarship/creative activity, service).

Exemplary	2
Above Satisfactory	1
Satisfactory	0
Below Satisfactory	-1
Unsatisfactory	-2

Where research/scholarship/creative activity is not a requirement for a particular classification, the faculty member in that classification will receive a "0" for that activity.

Step 2. The merit score for tenured and tenure-earning faculty members is computed by weighting the points for the teaching component by 60%, the research/scholarship/creative activity component by 30%, and the service component by 10%. The merit score for instructors, lecturers, curators, and librarians is computed by weighting the points for the faculty member's primary activity category (e.g., teaching for instructors) by 90% and service by 10%. The sum of these weighted scores is the merit score for an individual faculty member. For example, if faculty member Doe received a rating of "exemplary" in teaching, "above satisfactory" in research/scholarship/creative activity, and "below satisfactory" in service, Doe's merit score would be $.60(2) + .30(1) + .10(-1) = 1.4$.

e. Merit Value. Each faculty member in the department who has a positive merit score will be given a merit value. The merit value is equal to the merit score multiplied by the faculty member's annual salary (e.g., nine month salary for nine month appointments; twelve month salary for twelve month appointments), including any 2004-05 promotion pay increases. For example, if faculty member Doe had a salary of \$50,000, and a merit score of 1.4, Doe's merit value would be 70,000.

f. Merit Raise. The dollar amount of the departmental merit salary increase shall be determined by dividing the faculty member's merit value by the sum of all the merit values within a department, and then multiplying that fraction by the total amount of departmental merit money allocated to the department, as listed in subsection g. For example, if Doe's department was allocated \$5,000 for departmental merit salary increases, and Doe's merit value is 70,000, while the sum of all the merit values in the department is 500,000, then Doe would receive a departmental merit salary increase of $(70,000/500,000) \times \$5,000 = \$700$.

g. The total amount of departmental merit money allocated to each department is as follows:

Department	Amount
ACCOUNTING & FINANCE	\$27,338.58
ART AND DESIGN	\$11,855.01
ARTS & SCIENCES ADVISING	\$2,438.46
ATHLETIC TRAINING & PHYSICAL THERAPY	\$4,472.22
BIOLOGY	\$10,206.04
BUILDING CONSTRUCTION MGMT	\$4,764.99
CHEMISTRY & PHYSICS	\$15,572.71
CIVIL ENGINEERING	\$3,807.57
COMMUNICATIONS	\$8,972.53
COMPUTER & INFORMATION SCIENCES	\$25,510.25
COUNSELING & EDUCATIONAL LEADERSHIP	\$11,893.76
CURRICULUM & INSTRUCTION	\$26,915.92
ECONOMICS	\$13,385.16
ELECTRICAL ENGINEERING	\$7,454.73
ENGLISH	\$20,786.49
HISTORY	\$11,652.37
HONORS PROGRAM	\$644.20
LIBRARY	\$17,143.35
MANAGEMENT MARKETING AND LOGISTICS	\$29,007.76
MATHEMATICS & STATISTICS	\$18,431.01
MECHANICAL ENGINEERING	\$5,176.65
MUSIC	\$12,819.87
NURSING	\$11,759.59
PHILOSOPHY & RELIGIOUS STUDIES	\$5,405.32
PSYCHOLOGY	\$16,469.82
PUBLIC ADMIN & POLIT SCIENCE	\$11,927.50
PUBLIC HEALTH	\$19,915.89
SOCIOLOGY, ANTHROPOLOGY & CRIMINAL JUSTICE	\$14,231.11
SPECIAL EDUCATION	\$7,066.78
WORLD LANGUAGES	\$5,314.48
Grand Total	\$382,340.12

(b) Experience Supplements for Instructors and Lecturers. A total of \$15,333.34 dollars shall be provided for experience supplements for instructors and lecturers.

(1) Eligibility. Instructors and lecturers on nine-month and twelve-month appointments who have completed eight or more years of experience in rank at UNF as of the

effective date of the academic contract for 2004-05 shall be eligible for the experience supplement.

(2) Increase Amount. Eligible instructors and lecturers on nine-month appointments shall be provided a \$2,000 increase to base salary. Eligible instructors and lecturers on twelve-month appointments shall be provided a \$2,666.66 annual increase to base salary. Additionally, these instructors and lecturers will be reclassified to senior instructor or senior lecturer, as applicable.

(c) Market Equity/Compression. A total of \$346,506.74 shall be provided to address market equity/compression as follows:

(1) Eligibility. An eligible faculty member is one who holds the rank of professor, associate professor, assistant professor, instructor, or lecturer (or the equivalent ranks for librarian and curator), who was in pay status on March 31, 2004, and who continues to be employed with the University as of the date of ratification of this Agreement, except as noted in subsections a., b., and c. below.

a. An otherwise eligible faculty member who has retired from the University, but who was employed during the time period applicable to this increase shall be eligible for the increase.

b. A faculty member who was issued a notice of non-reappointment, or who has resigned for any reason, is not eligible for the increase.

c. Visiting faculty are not eligible for the increase.

(2) Method - Determining Distance from Market Based on Rank and Discipline

a. Database. The average salaries at All Public Colleges and Universities as reflected in the 2004-05 National Faculty Salary Survey by Discipline and Rank in Four-Year Colleges and Universities, College and University Personnel Association for Human Resources (CUPA-HR), increased by ten percent (10%), shall be used for the purpose of determining the target market salaries for ranked faculty. The CIP code which has been heretofore agreed upon between the University Administration and the UFF shall be used in calculating market equity/compression pay increases. The average salaries as reflected in the 2004-05 Association of Research Librarian (ARL) annual salary survey, reduced by twenty-five percent (25%), shall be used for the purpose of determining the target market salary for librarians. The CUPA-HR and ARL national salaries will be further adjusted by rank and years of service as set forth below in order to identify the target market salary for individual faculty members. For purpose of this calculation, years in rank shall be calculated by determining the number of full years of service in rank that the faculty member has accrued as of the effective date of the academic contract for 2004-05.

Professor, University Librarian		Associate Professor, Associate University Librarian		Assistant Professor, Assistant University Librarian		Instructor, Lecturer	
Yrs in Rank	% of Average	Yrs in Rank	% of Average	Yrs in Rank	% of Average	Yrs in Rank	% of Average
0	90	0	90	0	96	0	90
1	92	1	92	1	98	1	92
2	94	2	94	2	100	2	94
3	96	3	96	3	102	3	96
4	98	4	98	4	104	4	98
5	100	5	100	5 & up	106	5	100
6	102	6	102			6	102
7	104	7	104			7	104
8	106	8	106			8	106
9	108	9	108			9	108
10	110	10 & up	110			10 & up	110
11	112						
12	114						
13	116						
14	118						
15 & up	120						

b. Recognizing Market Deficit

1. Divide the faculty member's March 31, 2004 salary (plus the 2003-04 market equity/compression, departmental merit increases, other University Administration adjustments of record, and the 2004-05 experience supplement for senior instructors and lecturers) by the target market salary.

2. Award points corresponding to market deficit as follows:

- 95% of market salary or above = 0 points
- 94% of market = 2 points
- 93% of market = 4 points
- 92% of market = 6 points
- 91% of market = 8 points
- 90% of market = 10 points
- 89% of market = 12 points
- 88% of market = 14 points
- 87% of market = 16 points
- 86% of market = 18 points
- 85 % of market = 20 points
- 84% of market = 22 points
- 83% of market = 24 points
- 82% of market = 26 points
- 81% of market = 28 points
- 80% of market = 30 points
- 79% of market = 32 points
- 78% of market = 34 points
- 77% of market = 36 points

76% of market = 38 points
75% of market or less = 40 points

3. Each faculty member will receive his/her proportional share of the amount available, based upon his/her market deficit points as a percent of total market deficit points. (Example: If Faculty Member Doe has 24 points and the collective points of all eligible faculty in the university was 2000, then faculty member Doe would receive 24/2000 of the total dollars set aside for market equity/compression pay raises.)

(d) Inversion Pay Increases. A total of \$20,500 shall be provided to address salary inversion between ranks, as follows:

(1) Eligibility. Professors, associate professors, assistant professors, university librarians, and associate university librarians who are on regular appointment status (excluding visiting faculty) and whose base salary rate (after all other 2004-05 pay increases) is below that of the highest-paid faculty member in a lower rank in the same discipline in the same department were considered eligible for consideration for an inversion pay increase. The UFF has identified those forty-one (41) faculty members who will receive the inversion pay increase. In making this identification, a total of three (3) top-paid faculty of junior rank within the University's in-unit faculty were eliminated from consideration when determining those forty-one (41) faculty members who will receive the inversion pay increase.

(2) Increase Amount. Each of the forty-one (41) faculty members shall receive a \$500 inversion pay increase to his/her base salary.

28.4 2005-06 Annual Salary Increases. Eligible faculty members shall be provided across the board pay increases and departmental merit pay increases under the terms set forth in this section.

(a) Across-the-Board Increase.

(1) Each eligible full-time faculty member shall be provided a three and six-tenths percent (3.6%) increase on his/her March 31, 2005, base salary rate which includes the retroactive salary increases referenced in this Article. This increase is retroactive to August 8, 2005, and constitutes a fund of \$777,389.75.

(2) Eligibility. An eligible faculty member is one who was in pay status on March 31, 2005, and who continues to be employed with the University as of the date of ratification of this Agreement, except as noted in subsections a., b., and c. below.

a. An otherwise eligible faculty member who has retired from the University, but who was employed during the time period applicable to this increase, shall be eligible for the increase.

b. A faculty member who was issued a notice of non-reappointment, or who has resigned for any reason, is not eligible for the increase.

c. Visiting faculty are not eligible for the increase.

(b) Departmental Merit Salary Increases.

(1) A total of \$174,034.15 shall be provided to fund 2005-06 departmental merit salary increases. The departmental merit salary increases shall become effective on December 1, 2005. An eligible faculty member is one who was in pay status on March 31, 2005, and who continues to be employed with the University as of the date of ratification of this Agreement, except as noted in subsections a., b., and c. below.

a. An otherwise eligible faculty member who has retired from the University, but who was employed during the time period applicable to this increase, shall be eligible for the increase.

b. A faculty member who was issued a notice of non-reappointment, or who has resigned for any reason, is not eligible for the increase.

c. Visiting faculty are not eligible for the increase.

(2) Process for Determining 2005-06 Departmental Merit Salary Increases.

a. Annual performance evaluations completed for 2004-05 shall be used as provided below for the purpose of determining departmental merit salary increases for 2005-06.

b. In departments where existing performance evaluation procedures do not include five (5) evaluation rating categories analogous to those provided in this Agreement, the current department chair shall translate the 2004-05 annual performance evaluation into the five (5) evaluation rating categories. The chair's translation shall be final and not subject to further review.

c. In departments where performance evaluations were not made separately for each required category of activity (e.g., teaching, research/scholarship/creative activity, service), the current department chair shall translate the 2004-05 annual performance evaluation into those activity categories. In the case of advisors, curators, and librarians, their primary functional counterpart activity for teaching shall be used in lieu of the teaching component. The chair's translation shall be final and not subject to further review.

d. Merit Score. Each faculty member shall receive a merit score, as determined by steps 1 and 2 below.

Step 1. The following points will be assigned to the evaluation rating categories for each applicable activity category (e.g., teaching, research/scholarship/creative activity, service).

Exemplary	2
Above Satisfactory	1
Satisfactory	0
Below Satisfactory	-1
Unsatisfactory	-2

Where research/scholarship/creative activity is not a requirement for a particular classification, the faculty member in that classification will receive a "0" for that activity.

Step 2. The merit score for tenured and tenure-earning faculty members is computed by weighting the points for the teaching component by 60%, the research/scholarship/creative activity component by 30%, and the service component by 10%. The merit score for instructors, lecturers, curators, and librarians is computed by weighting the points for the faculty member's primary activity category (e.g., teaching for instructors) by 90% and service by 10%. The sum of these weighted scores is the merit score for an individual faculty member. For example, if faculty member Doe received a rating of "exemplary" in teaching, "above satisfactory" in research/scholarship/creative activity, and "below satisfactory" in service, Doe's merit score would be $.60(2) + .30(1) + .10(-1) = 1.4$.

e. Merit Value. Each faculty member in the department who has a positive merit score will be given a merit value. The merit value is equal to the merit score multiplied by the faculty member's annual salary (e.g., nine month salary for nine month appointments; twelve month salary for twelve month appointments), including 2004-05 promotion pay increases. For example, if Faculty member Doe had a salary of \$50,000, and a merit score of 1.4, Doe's merit value would be 70,000.

f. Merit Raise. The dollar amount of the departmental merit salary increase shall be determined by dividing the faculty member's merit value by the sum of all the merit values within a department, and then multiplying that fraction by the total amount of departmental merit money allocated to the department, as listed in subsection g. For example, if Doe's department was allocated \$5,000 for departmental merit salary increases, and Doe's merit value is 70,000, while the sum of all the merit values in the department is 500,000, then Doe would receive a departmental merit salary increase of $(70,000/500,000) \times \$5,000 = \$700$.

g. The total amount of departmental merit money allocated to each department is as follows:

Department	Amount
ACCOUNTING & FINANCE	\$12,251.30
ART AND DESIGN	\$5,427.82
ARTS & SCIENCES ADVISING	\$761.50
ATHLETIC TRAINING & PHYSICAL THERAPY	\$1,733.79
BIOLOGY	\$5,322.38
BUILDING CONSTRUCTION MGMT	\$2,109.60
CHEMISTRY & PHYSICS	\$7,474.41
CIVIL ENGINEERING	\$1,704.28
COMMUNICATIONS	\$4,140.99
COMPUTER & INFORMATION SCIENCES	\$11,185.93
COUNSELING & EDUCATIONAL LEADERSHIP	\$6,149.73
CURRICULUM & INSTRUCTION	\$11,301.72
ECONOMICS	\$5,574.76
ELECTRICAL ENGINEERING	\$3,773.10
ENGLISH	\$10,319.48
HISTORY	\$5,135.36
HONORS PROGRAM	\$285.49
LIBRARY	\$7,448.19
MANAGEMENT MARKETING AND LOGISTICS	\$15,362.88
MATHEMATICS & STATISTICS	\$6,922.73
MECHANICAL ENGINEERING	\$2,999.53
MUSIC	\$5,029.88
NURSING	\$5,718.16
PHILOSOPHY & RELIGIOUS STUDIES	\$3,136.11
PSYCHOLOGY	\$7,531.82
PUBLIC ADMIN & POLIT SCIENCE	\$5,192.06
PUBLIC HEALTH	\$9,040.83
SOCIOLOGY, ANTHROPOLOGY & CRIMINAL JUSTICE	\$5,896.93
SPECIAL EDUCATION	\$2,782.21
WORLD LANGUAGES	\$2,321.18
Grand Total	\$174,034.15

(c) Experience Supplements for Instructors and Lecturers. Instructors and lecturers on nine-month appointments who have completed eight years of experience in rank at UNF as of the effective date of the academic contract for 2005-06 shall be provided a \$2,000 increase to

base salary. Instructors and lecturers on twelve-month appointments who have completed eight or more years of experience in rank at UNF as of the effective date of the academic contract for 2005-06 shall be provided a \$2,666.66 annual increase to base salary. Additionally, these instructors and lecturers will be reclassified to senior instructor or senior lecturer, as applicable. Instructors and lecturers who were previously provided an increase as referenced in section 28.3 B. shall not be eligible for a second such increase.

28.5 Contract and Grant Funded Increases.

(a) Faculty members on contracts or grants shall receive annual salary increases equivalent to similar faculty members on Educational and General (E&G) funding, provided that such salary increases are permitted by the terms of the contract or grant, and adequate funds are available for this purpose in the contract or grant.

(b) Nothing contained herein shall prevent faculty members whose salaries are funded by grant agencies from being allotted salary increases higher than those provided in this Agreement.

28.6 Salary Adjustments for Faculty on Uncompensated Leave. The base salary of a faculty member returning from uncompensated leave shall be adjusted to reflect all across-the-board pay increases and all market equity increases that the faculty member would have received if he/she had not been on uncompensated leave that were distributed during the period of the faculty member's uncompensated leave.

28.7 Grievability. An arbitrator shall not determine any faculty member's salary increase or salary level. The only issue to be addressed in a grievance alleging violation of this article is whether the University Administration has properly applied the procedures set forth in this article. If the arbitrator finds that the procedures have not been properly applied, he shall identify the failure and remand to the Administration for proper application of the procedures and recalculation of the salary increase or salary level.

28.8 Calculation of Increases. The University Administration has provided the UFF a report of the March 31 annual salaries of in-unit faculty members for each of the years referenced in this Article. The UFF has calculated each of the pay increases that are due to each faculty member.

(a) The UFF has calculated the amount of the increases using the formulae set out in this article.

(b) The UFF has provided the University Administration a list showing the amount of the pay increases that are due to each in-unit faculty member. These amounts are separately stated for each category, and separately stated for each year of this Agreement.

(c) The University Administration has assumed that the UFF has correctly calculated the pay increases, and will adjust each faculty member's salary in accord with the amount listed by the UFF.

28.9 Study of Payment Options for 9-Month Faculty. The University Administration will explore the option of paying 9-month faculty members over 12-months, and shall report the results of that review to the UFF/UNF Chapter President not later than September 1, 2006. If the study indicates that offering the option is feasible, the UFF/UNF Chapter President may request that the University Administration engage in negotiations to implement that payment option.

28.10 Summer Compensation. The summer salaries of faculty members in summer contracts prior to the ratification of this Agreement shall not be adjusted pursuant to this Article.

ARTICLE 29 BENEFITS

29.1 Benefits Improvements. The Board of Trustees and UFF support legislation to provide adequate and affordable health insurance to all faculty members.

29.2 Part-Time Faculty. Part-time faculty members, except those in positions funded from Other Personal Services funds, are entitled to employer-funded benefits under the provisions of State law and the rules of the Department of Management Services and the Division of Retirement. Part-time faculty members should contact the Office of Human Resources to determine the nature and extent of the benefits for which they are eligible.

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

29.4 Benefits for Retired Faculty Members.

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

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

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

(c) With the exception of retirees who participated in the Optional Retirement Program and for whom provisions have been made, as stipulated in Section 29.5(a)(5) of this Agreement, retired employees of any State-administered retirement system are entitled to health insurance subsidy payments in accordance with Section 112.363, Florida Statutes.

29.5 Optional Retirement Program.

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

(1) Faculty and A&P employees who are in the collective bargaining unit and otherwise eligible for membership in the Florida Retirement System.

(2) Any faculty member whose Optional Retirement Program eligibility results from initial employment shall be enrolled as a member of the Optional Retirement Program. If the faculty member does not execute an annuity contract with an Optional Retirement Program approved provider and notify the Division of Retirement in writing within 90 days, the faculty member shall be enrolled as a member of the Florida Retirement System.

(3) No accrued service credit or vested retirement benefits shall be lost if a faculty member participates in the Optional Retirement Program;

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

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

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

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

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

29.6 Phased Retirement Program.

(a) Eligibility.

(1) Faculty members who have accrued at least six (6) years of creditable service in the Florida or Teachers Retirement System (FRS, TRS) or Optional Retirement Program (ORP), except those faculty members referenced in 29.6(a)(2), are eligible to participate in the Phased Retirement Program. Such eligibility shall expire on the faculty member's 63rd birthday. Faculty members who decide to participate must provide written notice to the University of such decision prior to the expiration of their eligibility, or thereafter forfeit such eligibility. Faculty members who choose to participate must retire with an effective date not later than 180 days, nor less than ninety (90) days, after they submit such written notice, except that when the end of this 180 day period falls within a semester, the period may be extended to no later than the beginning of the subsequent term (semester or summer, as appropriate).

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

(b) Program Provisions.

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

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

(3) Re-employment.

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

b. Participants shall be offered re-employment, in writing, by the University under an Other Personal Services (OPS) contract (NOTE: exceptions to this provision are described in Section 29.6(b)(13)) for one-half of the academic year, however, the University and faculty member may agree to less than one-half of the academic year. The written re-employment offer shall contain the text of Section 29.6(b)(3)d. below.

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

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

(4) Leave for Illness/Injury.

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

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

(5) Personal Non-Medical Leave.

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

member wishes to take such leave shall be at the discretion of the supervisor and shall be subject to the consideration of departmental and organizational scheduling.

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

(6) Re-employment Period.

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

b. The period of re-employment obligation shall not be shortened by the University, except under the provisions of the Disciplinary Action and Job Abandonment Article of the Agreement. During the period of re-employment, participants are to be treated, based on status at point of retirement, as tenured faculty members or non-tenure-earning faculty members with five (5) or more years of continuous service, as appropriate, for purposes of Sections 33.2(a) and (b) of the Agreement.

(7) Declining Re-employment. A participant may decline an offer of re-employment during any academic year. Such a decision shall not extend the period of re-employment beyond the period described in Section 29.6(5)b. At the conclusion of the re-employment period, the University may, at its option, continue to re-employ participants in this program on a year-to-year basis.

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

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

(10) Payroll Deductions. The UFF payroll deductions, as specified in Article 5, if applicable, shall be continued for a program participant during each re-employment period.

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

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

(13) OPS Exception. The provisions for re-employment on an OPS contract are in effect only for new PRP participants whose initial re-employment occurs during the 1992-93 academic year or thereafter.

(c) PRP Information Document. The parties agree to jointly develop written information describing the current provisions of the Phased Retirement Program in the Agreement. The Board of Trustees shall distribute this written information to the Office of Human Resources and the UFF/UNF Chapter, upon request.

29.7 Free University Courses for Faculty: Full-time faculty members, including those on sabbaticals or on professional development or grants-in-aid leave, may enroll for up to six (6) credit hours of instruction per term (Fall, Spring, or Summer) without payment of tuition and fees at the University on a space available basis.

29.8 Employee Assistance Programs. The Board of Trustees encourages the University to expand its existing Employee Assistance Program (EAP) to include assessment, referral, follow-up consultation, short-term counseling, and other services for faculty members with personal,

family, job stress, or substance abuse problems. Any policies created or revised by the University in the development or operation of its EAP shall be discussed in consultation with the UFF/UNF Chapter.

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

29.10 Parking. Each faculty member hired on or before August 8, 2005 who remains employed by the University as of the date of ratification, shall upon ratification of this Agreement by the Board of Trustees, be provided a \$69 transportation stipend, to be paid no later than one month following ratification.

ARTICLE 30
DISCIPLINARY ACTION AND JOB ABANDONMENT

30.1 Just Cause.

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

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

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

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

30.3 Notice of Intent. When the President or representative has reason to believe that a suspension or termination should be imposed, the President or representative shall provide the faculty member with a written notice of the proposed action and the reasons therefor. Such notice shall be sent certified mail, return receipt requested, or delivered in person with written documentation of receipt obtained. The faculty member shall be given ten (10) days in which to respond in writing to the President or representative before the proposed action is taken. The President or representative then may issue a notice of disciplinary action under Section 30.4. The faculty member has a right to UFF representation during investigatory questioning that may reasonably be expected to result in disciplinary action. If the President or representative does not issue a notice of disciplinary action, the notice of proposed disciplinary action shall not be retained in the faculty member's evaluation file.

30.4 Notice of Discipline. All notices of disciplinary action shall include a statement of the reasons therefor and a statement advising the faculty member that the action is subject to Article 31, Grievance Procedure. All such notices shall be sent certified mail, return receipt requested, or delivered in person to the faculty member with written documentation of receipt obtained.

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

30.6 Disciplinary Action Other than Termination. The Board of Trustees, acting through the University Administration, retains its right to impose disciplinary action other than termination for just cause including, but not limited to, suspension with or without pay. Counseling, including recommendations for participation in an Employee Assistance Program, shall not be considered disciplinary action.

30.7 Job Abandonment

(a) If a faculty member is absent without authorized leave for twelve (12) or more consecutive days under the provisions of Section 23.1 of the Leaves Article, the faculty member shall be considered to have abandoned the position and voluntarily resigned from the University.

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

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

ARTICLE 31
GRIEVANCE PROCEDURE AND ARBITRATION

31.1 Policy.

(a) It is the intent of the University Administration and the UFF to provide a prompt, reasonable, and efficient opportunity for resolution of a dispute through the grievance procedure and arbitration process.

(b) Resort to Other Procedures. Except as noted below, if prior to filing a grievance, or while the grievance proceeding is in progress, a faculty member requests, in writing, resolution of the matter in any other forum, whether administrative or judicial, the University Administration shall have no obligation to entertain or proceed further with the matter pursuant to this grievance procedure. As an exception to this provision, a grievant may file an EEOC charge while the grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. § 2000e et seq.

(c) No Reprisal. No reprisal of any kind shall be made by the University Administration or the UFF against any grievant, any witness, any UFF designee, or any other participant in the grievance procedure by reason of such participation.

(d) Reclassifications. A faculty member who is reclassified to an out-of-unit classification shall retain the right to file a grievance consistent with the provisions of this Article for any act or omission that would have given rise to a grievance had the faculty member remained in-unit.

(e) No resolution of any individually processed grievance shall be inconsistent with the terms of this Agreement.

31.2 Definitions and Forms.

(a) Definitions.

(1) The term “grievance” shall mean a dispute filed with the Office of Academic Affairs concerning the interpretation or application of a specific term or provision of this Agreement, University rules or policies that govern faculty terms or conditions of employment, or department bylaws referenced in this Agreement, subject to specific exclusions appearing in other articles of this Agreement.

(2) The term “grievant” means

a. a faculty member or group of faculty members who has/have filed a grievance.

b. the UFF where it has filed a grievance in a dispute over a provision of this Agreement which confers rights upon the UFF.

c. the UFF where it has filed a grievance in a dispute over a provision of this Agreement based upon policy decisions by the University Administration which have general applicability to bargaining unit members, where such policy decisions give rise to disputes about the interpretation or application of the specific terms of this Agreement. However, this shall not be construed to permit UFF to file a grievance regarding the rights of any faculty member where that faculty member accepts the Administration action.

(3) The parties may agree to consolidate grievances of a similar nature to expedite the review process.

(b) Forms.

(1) Grievance Form. Each grievance must be submitted in writing on the form shown in Appendix “C”, with all pertinent information explaining the disagreement or controversy, identifying the provision(s) at issue, and identifying any designee. The grievant’s signature, confirming his/her intent to proceed with the grievance, shall be provided prior to the grievance hearing.

(2) Arbitration Form. Each notice of arbitration shall be submitted in writing on the form shown in Appendix “D”. All pertinent information submitted with the Appendix “C” form, as well as the Grievance Hearing decision, shall be included as an attachment to the Appendix “D” form.

(3) The grievance forms, including the Appendix “G” form, may be filed by means of fax, United States mail, or personal delivery. All grievance forms shall be dated when the grievance is received. The date of receipt shall be determined by the date on a receipt executed by the Office of Academic Affairs if the grievance is hand delivered; by the date recorded on the fax if the grievance is filed by fax; or by the date of mailing as confirmed by the postmark if the grievance is mailed by United States mail.

31.3 Burden of Proof.

(a) In all grievances except disciplinary grievances (see Article 30 on Disciplinary Action and Job Abandonment), the burden of proof shall be on the faculty member. In grievances filed against the Administration which allege reprisal, the grievant has the initial burden of establishing a prima facie case of reprisal. Once the grievant has established a prima facie case of reprisal, the burden shifts to the Administration to rebut the inference of reprisal by articulating some legitimate, nonreprisal reason for the Administration’s action. The Administration need only offer admissible evidence to raise a genuine issue of fact as to whether it had a legitimate reason for taking its action. Once the Administration meets its burden of articulating a legitimate nonreprisal reason for its action, the burden shifts back to the grievant to show that the proffered reason is merely a pretext for reprisal.

(b) In disciplinary grievances, the burden of proof shall be on the University Administration.

31.4 Representation. The UFF shall have the exclusive right to represent any faculty member in a grievance filed under this Agreement, unless a faculty member elects self-representation or to be represented by legal counsel.

(a) UFF Grievance Representatives. At the beginning of each academic year, the UFF shall furnish to the University Administration a list of all faculty members authorized to act as grievance representatives, including the faculty member(s) designated as the UFF Grievance Officer(s). The UFF shall promptly notify the University Administration of additions or deletions to this list during the academic year. Such representatives shall have the right during times outside of their scheduled activities to investigate, consult, prepare grievance presentations, and attend grievance and arbitration hearings.

(b) If a faculty member elects not to be represented by the UFF, the University Administration shall promptly notify the UFF in writing or through email that the grievance has been filed and shall advise UFF that a copy of the Appendix “C” form and any accompanying materials are available for pick-up at the Office of Academic Affairs. The UFF shall also be notified in writing of the date, time, and place of any meeting or

hearing called for the purpose of discussing the grievance, shall have the right to have an observer present at all meetings and/or hearings called for the purpose of discussing such grievance, and shall be sent copies of all decisions at the same time as they are sent to the other parties.

31.5 Appearances.

(a) When a faculty member participates during working hours in a grievance hearing or in an arbitration proceeding, that faculty member's compensation shall neither be reduced nor increased for time spent in those activities.

(b) Should participation in any grievance meeting or hearing or arbitration proceeding necessitate rescheduling of assigned duties, the faculty member may, with the approval of his/her chair/supervisor, arrange for the rescheduling of such duties or their coverage by other faculty members. Approval of such arrangements shall not be unreasonably withheld.

31.6 Informal Resolution. The University Administration and the UFF agree that problems shall be resolved, whenever possible, before the filing of a grievance. Therefore, no grievance shall be filed until the UFF or grievant has timely requested an informal resolution process with the University Administration in an effort to resolve the conflict before the filing of a grievance. If the informal resolution process has been timely requested, as provided below, the later filed grievance shall be considered to be timely filed, as long as the other deadlines specified in Section 31.7 are observed. However, if the informal resolution process has not been timely requested, as provided below, the later filed grievance shall be considered time-barred.

(a) All requests for informal resolution shall be in writing or by e-mail and submitted to the Office of Academic Affairs within thirty (30) days of the act or omission giving rise to the dispute, or the date on which the faculty member knew or reasonably should have known of such act or omission if that date is later. The request shall contain a brief, general description of the dispute, identify the relevant provisions of this Agreement which are at issue, and include dates, times, and locations of the action(s) giving rise to the dispute.

(b) Upon receipt of a timely filed request for informal resolution, the President's designee in Academic Affairs and the UFF shall have thirty (30) days to attempt to informally resolve the dispute.

(1) The faculty member may terminate the period for informal resolution at any time by filing a grievance.

(2) If the parties are unable to reach informal resolution of the grievance within the time provided, or if the grievant has filed a formal grievance, the Office of Academic Affairs shall notify the UFF that informal resolution of the dispute is not possible.

(c) Any resolution of the dispute shall be reduced to writing, with copies provided to the grievant, the UFF, and the Office of Academic Affairs.

31.7 Filing of a Grievance.

(a) A grievance must be filed with the Office of Academic Affairs on the form shown in Appendix "C" no later than fifteen (15) days following the date of the Office of Academic Affairs' notification to the grievant and the UFF that informal resolution was not

possible. Compliance with the fifteen (15) day period shall be evidenced by the recorded date on which the grievance was received by the Office of Academic Affairs.

(b) The grievant may amend the Appendix “C” form one time up to and including the Grievance Hearing so long as the factual basis of the complaint is not materially altered. However, only those acts or omissions identified in the initial or amended Appendix “C” form may be considered at arbitration.

(c) The filing of a grievance constitutes a waiver of any rights to judicial review of agency action pursuant to Chapter 120, Florida Statutes, or to the review of such actions under other University procedures that may otherwise be available to address such matters.

(d) Time Limits.

(1) All time limits contained in this Article may be extended by mutual agreement of the University Administration and the UFF.

(2) Upon failure of the University Administration to provide a decision within the time limits provided in this Article, the UFF may appeal to arbitration. Upon the failure of the UFF to file a request for arbitration within the time limits provided, the grievance shall be deemed to have been resolved by the University Administration’s decision.

(3) In the event that any action falls due on a Saturday, Sunday, or holiday, the action shall be considered timely if it is accomplished by 5:00 p.m. on the following business day.

(4) If the required action on any grievance falls during a time when classes are not in session, or when the faculty member is not on active employment (such as during a summer term, sabbatical, professional development, or any other approved leave), the deadline for such action shall be extended until fifteen (15) days after the faculty member returns to active employment. The Office of Academic Affairs shall notify the parties when the fifteen (15) day period begins.

(5) If there is difficulty in meeting any time limit, the UFF representative may sign documents for the grievant. However, the grievant’s signature shall be provided prior to the grievance hearing.

(e) Postponement. The grievant (or UFF) may request the postponement for a period of up to fifteen (15) days of any action in the formal processing of the grievance. The initial such request shall be granted. Additional extensions should be granted unless to do so would impede resolution of the grievance. The grievant may, at any time, terminate the postponement period by giving written notice that the grievant wishes to proceed with the formal grievance hearing.

31.8 Grievance Hearing and University Administration’s Decision.

(a) The Grievance Hearing.

(1) Selection of Hearing Officer for the Grievance Hearing. Following the ratification of this Agreement, the President of UNF shall select a pool of three (3) hearing officers. The hearing officer chosen to conduct the formal grievance hearing shall thereafter be selected at random by the Office of Academic Affairs in the presence of the grievant’s representative by drawing the name of a hearing officer from an opaque container, provided that the hearing officer is not a person who has been involved in the attempt at informal resolution. The parties may mutually select as the hearing officer an individual who is not a member of the pool of hearing officers.

(2) The grievance hearing shall be held not later than fifteen (15) days following the selection of the hearing officer. At the hearing, the grievant (and the grievant's representative) and the University Administration shall have the right to present any evidence, including documents, that are relevant to the grievance. Upon request, the grievant and the grievant's representative shall be provided access to all relevant documents. These documents shall be provided not later than three (3) days prior to the hearing.

(b) The Decision.

(1) The hearing officer shall issue a written decision, with rationale, to the grievant, the UFF, and the University Administration within thirty (30) days of the hearing. The hearing officer shall also prepare a list of all documents referred to in the decision and presented by either party, and attach the list to the written decision.

(2) If the University Administration references evidence in the written decision that was not introduced at the hearing, the hearing shall be reconvened in order to give the grievant an opportunity to discuss the evidence. The evidence shall be provided to the grievant and the grievant's representative not later than three (3) days prior to the reconvening of the hearing.

(c) In the absence of an agreement to extend the period for issuing the decision, the UFF may file for arbitration if the written decision has not been received by the parties by the end of the thirtieth (30th) day following the conclusion of the grievance hearing.

31.9 Arbitration.

(a) Filing. If the grievance has not been satisfactorily resolved after the grievance hearing or through the written decision, and the UFF determines that the case should be arbitrated, the UFF may, upon the request of the grievant, proceed to arbitration by filing a written notice of the intent to do so on the form shown in Appendix "D". The notice of intent to proceed to arbitration must be filed with the Office of Academic Affairs, with a copy to the President, within sixty (60) days after receipt of the grievance decision. The grievance may be withdrawn at any time by the grievant or by the UFF President or designee or the UFF arbitration representative.

(b) Stipulation to Issues and Arbitrability.

(1) Prior to the arbitration, the University Administration and the UFF shall stipulate to the issue(s) to be arbitrated. In the event a stipulation is not reached, the arbitrator shall identify the issue(s) based upon the evidence presented.

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

(c) Creation of the Arbitration Panel.

(1) Designees of the University Administration and the UFF shall meet within sixty (60) days after the ratification of this Agreement for the purpose of selecting an arbitration panel of no less than seven (7) members.

(2) This panel shall be operative until a successor Agreement is implemented.

(3) If the University Administration and the UFF are unable to agree on a panel of seven (7) arbitrators, the following procedure shall apply. Within seven (7) days following the University Administration's receipt of the UFF's request for arbitration, the

University Administration and the UFF shall jointly submit a written request to the Director of the Federal Mediation and Conciliation Service for a list of at least seven (7) professional arbitrators from the Southeast United States with experience in addressing terms and conditions of employment of faculty in higher education. Upon receipt of the list, the University Administration and the UFF shall meet or confer within seven (7) days and, beginning with the UFF, each shall alternately strike, one at a time, names from the list. The last remaining name on the list shall be the arbitrator. The parties shall jointly notify the arbitrator of his/her selection. Either party may object to all names on the list, provided that the objection is made prior to the commencement of the striking process. If this happens, a second joint request for a list shall be made.

(d) Selection of an Arbitrator From the Arbitration Panel.

(1) Designees of the University Administration and the UFF shall meet within seven (7) days after receipt of a notice of intent to arbitrate, for the purpose of selecting an arbitrator from the Arbitration Panel list.

(2) Selection shall be made by drawing the name of an arbitrator from an opaque container. The parties may mutually select as the arbitrator an individual who is not a member of the Arbitration Panel.

(e) Authority of the Arbitrator.

(1) The arbitrator shall neither add to, subtract from, modify, nor alter the terms or provisions of this Agreement. Arbitration shall be confined solely to the precise issue(s) submitted for arbitration. The arbitrator shall refrain from issuing any statements of opinion or conclusion not essential to the determination of the issues submitted.

(2) Where an administrator has made a judgment involving the exercise of discretion, such as decisions regarding tenure or promotion, the arbitrator shall not substitute the arbitrator's judgment for that of the administrator. Nor shall the arbitrator review such decision except for the purpose of determining whether the decision has violated the Agreement. If the arbitrator determines that the Agreement has been violated, the arbitrator shall direct the University Administration to take appropriate remedial action, consistent with this Agreement, which the arbitrator may specify.

a. An arbitrator may award back salary when the arbitrator determines that the faculty member is not receiving the appropriate salary from the University Administration. In addition to an award of back salary, the arbitrator may also require the University Administration to make retroactive payment of lost contractual economic benefits that are proven to be directly affected by the award of back salary. However, the arbitrator may not award any other monetary damages or penalties.

b. If the arbitrator finds that "notice that no further employment will be offered" was not given consistent with the notice provisions of the Nonreappointment Article, and that the notice was given so late that (a) the faculty member was deprived of reasonable opportunity to seek other employment, or (b) the faculty member actually rejected an offer of comparable employment which the faculty member otherwise would have accepted had notice been timely given, and the arbitrator finds that no other remedy is adequate, the arbitrator may in that instance direct the University Administration to renew the appointment for an additional year.

c. An arbitrator's decision awarding employment beyond the sixth (6th) year shall not entitle the faculty member to tenure. In cases in which the arbitrator finds procedural error, finds that the decision was not based on the specified criteria, or finds that the decision was based on an unreasonable application of those criteria, the grievant's appointment shall be renewed and the grievant shall be allowed to reapply for tenure under the same

conditions and with the same protections under this Agreement that would apply to any other faculty member. The arbitrator shall retain jurisdiction to ensure that the grievant's rights are not violated during the reapplication process. In no instance may an arbitrator award tenure or promotion.

(f) Hearing and Decision.

(1) The hearing shall commence within thirty (30) days of the arbitrator's acceptance of selection, or as soon thereafter as is practicable.

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

(3) The arbitrator shall issue the decision within thirty (30) days of the close of the hearing or the submission of briefs, whichever is later, unless additional time is agreed to by the University Administration and the UFF. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted.

(g) Effect of Decision. The decision or award of the arbitrator shall be final and binding upon the Board, the University Administration, the UFF, and the grievant, provided that either party may appeal to an appropriate court of law, pursuant to Chapter 682, Florida Statutes, any decision that was rendered by the arbitrator acting outside or beyond the arbitrator's jurisdiction.

(h) Retroactivity. An arbitrator's award may or may not be retroactive as the equities of each case may demand, but in no case shall an award be retroactive to a date earlier than sixty (60) days prior to the date the grievance was initially filed.

(i) Fees and Expenses. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing its own case and paying its own designee, attorney, and witnesses as applicable.

31.10 Precedent. No complaint informally resolved, or grievance resolved, shall constitute a precedent for any purpose unless agreed to in writing by the President or designee or the UFF acting through its President or designee.

31.11 Records. All written materials created as a result of a grievance, except decisions resulting from arbitration or settlement, shall be filed in a secure location, separate from the evaluation file of the grievant or witnesses.

31.12 Inactive Grievances. If a grievance or arbitration request has been filed and has had no required formal action taken by the grievant or the UFF for sixty (60) days, the University Administration or designee shall notify the grievant, the grievant's representative, the UFF/UNF President or designee, and UFF Executive Director that the grievance shall be deemed withdrawn and resolved by the University Administration's decision, unless the required action is taken within the next thirty (30) days following such notice. Such notice shall be transmitted to the grievant, the UFF/UNF President, and the UFF Executive Director by certified mail, return receipt requested.

31.13 Expedited Grievance Procedure for Conflict of Interest.

(a) A grievance alleging a violation of the conflict of interest provisions of this Agreement shall be filed with the President or designee who shall meet with the grievant and

his/her representative no later than seven (7) days after the grievance has been filed, if practicable, to review the grievance. The President or designee shall issue a decision no later than seven (7) days following the grievance hearing.

(b) The UFF, if it chooses to proceed to arbitration, shall file a request for arbitration within thirty (30) days after receipt of the President or designee's written decision, using Appendix "D".

(c) An arbitrator shall be selected by the parties not later than seven (7) days following receipt of the Appendix "D" form.

(d) The arbitrator shall issue a memorandum of decision within seven (7) days following the conclusion of the arbitration, to be followed by a written opinion and award in accordance with Sections 31.9(e) and (f).

(e) All other provisions of this article shall apply to a grievance filed under this subsection, except as noted above.

ARTICLE 32
ACCESS TO DOCUMENTS

32.1 Board and University Documents.

(a) Upon request, the University Administration shall provide the UFF with an electronic or print copy of documents necessary to administer grievances and other provisions of this Agreement or otherwise carry out UFF's obligations as the certified bargaining agent for the faculty.

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

(c) The University Administration shall ensure that a copy of the following documents is made available by links on the University web site, or in an easily accessible location in its main library if the material cannot easily be made available on the website:

- (1) the minutes of the meetings of the Board and its committees;
- (2) Board rules published under the Administrative Procedure Act (The University Administration shall advise UFF when new rules are posted to the website. In the event any new rule or policy is made available at another location, the University Administration shall advise UFF of the place/website where it is available.);
- (3) the University's operating budget and the previous year's Expenditure Analysis;
- (4) this collective bargaining agreement and all supplements to the Agreement; and
- (5) a copy of any other University policies and procedures affecting faculty terms or conditions of employment.

32.2 Faculty List. Promptly at the beginning of each semester, the University Administration shall provide the UFF with an electronic spread sheet list including name, department/unit, position code, title/rank, appointment status, office location (building name/number and office number), e-mail address, date of hiring, percentage FTE appointment, current year salary rate, in-bargaining-unit code, administrative code, and contact telephone number for each faculty member.

32.3 The University Administration shall promptly notify UFF of any bonus or increase to the base salary of any in-unit faculty member.

32.4 The UFF shall not less than annually provide the President's representative for contract administration with the name and e-mail address of the union officers and the union's representative who is designated to receive documents referred to in this article. The UFF shall also promptly notify the President's representative for contract administration of any changes to the list of union officers or designated representative to receive documents.

ARTICLE 33
LAYOFF AND RECALL

33.1 (a) Layoff. When a layoff is to occur as a result of adverse financial circumstances; reallocation of resources; reorganization of degree or curriculum offerings or requirements; reorganization of academic or administrative structures, programs, or functions; or curtailment or abolition of one or more programs or functions; the Board of Trustees or the University Administration shall notify the local UFF Chapter and the UFF State Office no less than thirty (30) days prior to taking such action. UFF may request a consultation with the Chair of the Board or the President or their representatives pursuant to the Consultation Article, Sections 6.1 or 6.2 during this period to discuss the layoff.

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

33.2 Layoff Considerations. The selection of faculty members in the layoff unit to be laid off shall be determined as follows:

(a) No tenured/continuing multi-year faculty member shall be laid off if there are non-tenured faculty members in the layoff unit.

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

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

(d) The provisions of 33.2(a) and (b) shall apply unless the Trustees or University Administration determines that an Affirmative Action employment program will be adversely affected. When an Affirmative Action Program has been so affected, the Trustees or University Administration shall notify UFF in writing.

(e) Where faculty members are equally qualified under (a) or (b) above, those faculty members will be retained who, in the judgment of the Board of Trustees or the University Administration, will best contribute to the mission and purpose of the University. In making such judgment, the Board of Trustees or the University Administration shall carefully consider faculty members' 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 faculty member's academic training, professional reputation, teaching effectiveness, research record or quality of the creative activity in which the faculty member may be engaged, and service to the profession, community, and public.

(f) No tenured/continuing multi-year faculty member 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 Administration shall notify the local UFF Chapter in writing regarding the use of adjunct and other non-unit faculty in those departments/units where faculty members have been laid off. The use of adjunct and other non-unit faculty in departments/units

where faculty members have been laid off may be the subject of consultation meetings pursuant to the Consultation Article, Section 6.1 and 6.2.

33.3 Alternative/Equivalent Employment. The University Administration and Board of Trustees shall make a reasonable effort to locate appropriate alternate or equivalent employment for laid-off faculty members within the University and to make known the results of the effort to the person affected.

33.4 Notice. Faculty members should be informed of layoff as soon as practicable and, where circumstances permit, faculty members with three or more years of continuous university service should be provided at least one (1) year's notice; those with less service with at least six (6) month's notice. Faculty members who have received notice of layoff shall be afforded the alternative/equivalent employment rights granted under Section 33.3 and the re-employment recall rights granted under Section 33.5. Formal written notice of layoff is to be sent by certified mail, return receipt requested, or delivered in person to the faculty member with written documentation of receipt obtained. The notice shall include effective date of layoff; reason for layoff; reason for shortened period of notification, if applicable; a statement of recall rights; a statement of appeal/grievance rights and applicable deadlines for filing; a statement that the faculty member will receive the UNF Vacancy Listings until the recall period ends or re-employment offer is refused; and a statement that the faculty member is eligible for consideration for retraining under the provision of the Professional Development Leaves and Sabbaticals Article, Section 24.4 for a period of two years following layoff.

33.5 Re-employment/Recall.

(a) For a period of two years following layoff or for faculty members appointed to a fixed multi-year appointment, not to exceed the length of their last employment contract, not to exceed two (2) years, a faculty member 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. All persons on the recall list shall regularly be sent the University's position vacancy announcements. For this purpose, it shall be the faculty member's responsibility to keep the University advised of the faculty member's current address. Any offer of re-employment pursuant to this section must be accepted within fifteen (15) days after the date of the offer, such acceptance to take effect not later than the beginning of the semester immediately following the date the offer was made. In the event such offer of re-employment is not accepted, the faculty member shall receive no further consideration pursuant to this Article. Faculty members appointed to a fixed multi-year appointment who are recalled shall be offered re-employment not to exceed the length of their last employment contract. The University Administration shall notify the local UFF Chapter when an offer of re-employment is issued.

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

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

(d) Employee Assistance Programs. Consistent with the University's Employee Assistance Program, faculty members participating in an employee assistance program who

receive a notice of layoff may continue to participate in that program for a period of ninety (90) days following the layoff.

33.6 Limitations. The provisions of Sections 33.2 through 33.5 of the Layoff and Recall Article of this Agreement shall not apply to those faculty members described in the Non-Reappointment and Resignations Article, Sections 13.2(a)(3), (b), and (c), and in the Appointment Article, Section 12.7.

ARTICLE 34
TOTALITY OF AGREEMENT

34.1 Limitation.

(a) The University Administration and the UFF acknowledge that during the negotiations which resulted in the Agreement, the University Administration and the UFF had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining.

(b) The University Administration and the UFF further acknowledge that all of the understandings and agreements arrived at thereby are set forth in this Agreement, and that it shall constitute the entire and sole Agreement between the parties for its duration.

34.2 Obligation to Bargain Changes. During the term of this Agreement, the University Administration and the UFF agree that the other shall not be obligated to bargain collectively with respect to any subject or matter covered by this Agreement. Notwithstanding the limitations above, if the University Administration seeks to change a term or condition of employment for faculty, the University Administration shall be obligated to bargain immediately the impact of such change.

34.3 Modifications. Nothing herein shall, however, preclude the University Administration and the UFF from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify in writing any of the provisions of this Agreement.

ARTICLE 35
SEVERABILITY AND LEGISLATIVE ACTION

35.1 (a) Invalidation of a Provision of the Agreement. If any provision of this Agreement is found to be invalid by any court of competent jurisdiction or is expressly rendered invalid by reason of subsequently enacted legislation, such findings shall not affect the remainder of the Agreement, and all other terms and provisions shall continue in full force and effect.

(b) Negotiations on Replacement Provisions. If a provision of this Agreement is expressly rendered invalid, then upon request of either party the University Administration and UFF shall immediately negotiate pursuant to Chapter 447, Part II, Florida Statutes with the objective of reaching an agreement upon a replacement for the provision or provisions found to be invalid.

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

35.3 Legislative Lobbying. Unless otherwise agreed between them, the Board of Trustees and the UFF agree that neither will attempt to influence or support changes in existing statutes or legislation that would change the terms of this Agreement.

ARTICLE 36 AMENDMENT AND DURATION

36.1 Effective Date. The Agreement shall become effective on the date it is ratified by both the Board and the UFF and shall remain in effect through June 30, 2006.

36.2 Amendments. This Agreement may be modified or amended only upon mutual, written agreement of the Board and the UFF. If the University Administration and the UFF negotiate a mutually acceptable amendment to this Agreement, such amendment shall be put in writing and become part of this Agreement.

36.3 Copies of the Agreement.

(a) The University Administration shall print in bound-pamphlet form a minimum of 650 copies of the ratified Agreement, 550 of which shall be delivered to the UFF. Within two months of ratification, the UFF shall distribute a copy of the ratified Agreement to each current faculty member and the University Administration shall deliver a copy to each administrative supervisor, and the University Administration shall provide a copy to each new faculty member upon hiring.

(b) The cost for printing additional copies of these documents shall be borne equally by the University Administration and the UFF.

(c) In addition, the University Administration shall provide an electronic copy of the ratified Agreement to the UFF.

ARTICLE 37 DEFINITIONS

As used in this Agreement, the term:

- **“Academic year”** means a period consisting of a fall and spring semester of approximately 39 contiguous weeks.
- **“Administration”** or **“University Administration”** means administrative staff acting on behalf of the President and/or Board of Trustees.
- **“Bargaining unit”** means those employees, collectively, represented for collective bargaining purposes by the UFF pursuant to the certification in Commission Order No. 03E-103, Certification No. 1392, issued by the Florida Public Employees Relations Commission on May 2, 2003, wherein the Commission adopted the bargaining unit description agreed to by the University of North Florida Board of Trustees and the United Faculty of Florida.
- **“Board of Trustees”** or **“Trustees”** means the legally responsible governing body of the University of North Florida, established by Florida Statutes, Chapter 1001.
- **“Continuous Service”** means employment uninterrupted by a break in service (a break in service is an absence following which the faculty member is treated as a new faculty member for purposes of computing seniority and years of service). For academic year faculty members (9 month faculty members), one year of continuous service is equivalent to the nine (9) month employment period.
- **“Days”** means calendar days, except as otherwise expressly noted in the agreement.
- **“Dean”** means the principal administrator of a college.
- **“Faculty Member”** means an employee of the University who is included in the UFF bargaining unit as defined by the Florida Public Employees Relations Commission, except in those cases where that definition is not appropriate to the context, such as cases where the term is intended to refer to "faculty" in its broader meaning, including deans and Department chairs.
- **“Months”** means calendar months, except as otherwise expressly noted in the agreement.
- **“Semester”** means one of the two approximately 19.5 week periods which together constitute the academic year.
- **“Supervisor”** means an individual identified by the President or designee as having immediate administrative authority over faculty members.
- **“SUS”** or **“State University System”** means the system of institutions of higher education within the jurisdiction of the Board of Governors.
- **“UFF”** means the United Faculty of Florida.

- “**UFF/UNF**” or “**UFF Chapter**” means the University of North Florida chapter of the UFF. Notifying the UFF, unless otherwise indicated, means notifying the President of the UFF/UNF Chapter.

Signature Page

In witness whereof, we the negotiating teams for the parties have set our hands this ____ day of _____, 2006.

**FOR THE
UNIVERSITY OF NORTH FLORIDA:**

**FOR THE
UNITED FACULTY OF FLORIDA:**

Leonard A. Carson, Esq.
Chief Negotiator
Carson & Adkins

Cheryl Frohlich, Ph.D.
Chief Negotiator
Associate Professor, UNF

Peter A. Braza, Ph.D.
Associate Professor and Associate Dean
College of Arts and Sciences

Tom Auxter, Ph.D.
President, United Faculty of Florida
Associate Professor, University of Florida

Joann N. Campbell, Ph.D.
Associate Vice President
Academic Affairs

Chris Snodgrass, Ph.D.
Professor, University of Florida

Dale Lothrop Clifford, Ph.D.
Associate Professor and Chair
Department of History

Shira Schwam-Baird, Ph.D.
Associate Professor, UNF

Connie W. Corker, M.P.A.
Special Assistant for Labor Relations
Academic Affairs

Carolyn Williams, Ph.D.
Associate Professor, UNF

Ron Kephart, Ph.D.
Associate Professor, UNF

Approved this ____ day of _____, 2006

John A. Delaney
President

APPENDIX A

POSITION CLASSIFICATIONS IN THE BARGAINING UNIT

All employees in the following position classifications holding regular, visiting, provisional, research, affiliate, or joint appointments are included in the bargaining unit:

- 9001 - Professor
- 9002 - Associate Professor
- 9003 - Assistant Professor
- 9004a - Senior Instructor
- 9004 - Instructor
- 9005a – Senior Lecturer
- 9005 - Lecturer
- 9006 - Graduate Research Professor
- 9007 - Distinguished Service Professor
- 9009 - Eminent Scholar
- 9053 - University Librarian
- 9054 - Associate University Librarian
- 9055 - Assistant University Librarian
- 9056 - Instructor Librarian
- 9115 - Coordinator
- 9126 - Program Director
- 9150 - Curator
- 9166 - Research Associate
- 9173 - Counselor/Advisor

and employees in the above classifications with the following administrative titles: Coordinator (N1), Program Director (G1), Associate Program Director (G2), Assistant Program Director (G3), Department Head (H1), and Counselor/Advisor (B1).

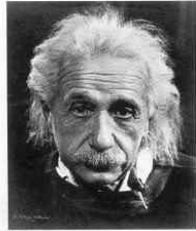
All other employees of the University of North Florida Board of Trustees are excluded from this bargaining unit: President, Vice-President, Provost, Chairpersons and all other employees on administrative contracts, and all other employees of the University of North Florida.

APPENDIX B

**UNITED FACULTY OF FLORIDA
UFF-FEA-NEA
SAMPLE UFF DUES CHECK-OFF AUTHORIZATION FORM**

You will be enrolled in UFF immediately and eligible for UFF direct benefits, including \$1,000,000 in professional liability insurance coverage, \$10,000 in life insurance, up to \$50,000 in accidental death insurance coverage, two free half-hour legal consultations, discounts on home and auto insurance, and publications.

Most importantly, you will be adding your support to the faculty's voice at UNF.



ALBERT EINSTEIN
Charter member, AFT, Princeton, 1938

"I consider it important, indeed urgently necessary, for intellectual workers to get together, both to protect their own economic status and, also, generally speaking, to secure their influence in the political field."

Find Your Voice ... Join the UFF-UNF Chapter

Please fill out the form below and return it to:

__ [Name] __, President, UFF/UNF Chapter, __ [UFF/UNF Office Address] __

Membership Form, United Faculty of Florida UNF Chapter

Please Print Complete Information

_____			_____		
Social Security Number			Last Name	First Name	MI
_____			_____		
Home Street Address			Campus Address & Mail Code	Department	
_____			_____		
City	State	Zip Code	Office Phone	Home Phone	
_____			_____		
E-mail address -- Personal/Home			E-mail address -- Office		

Please enroll me immediately as a member of the United Faculty of Florida (FEA, NEA-AFT, AFL-CIO). I hereby authorize my employer to begin bi-weekly payroll deduction of United Faculty of Florida dues in such amount established from time to time in accordance with the constitution and bylaws of the UFF and certified in writing to the University Administration. This deduction authorization shall continue until revoked by me at any time upon 30 days written notice to UNF's payroll office and to the United Faculty of Florida.

Signature (for payroll deduction authorization) _____
Today's Date

Visit the UFF/UNF Chapter Web Site at <http://www.unf.edu/facstaff/uff/>
UNF Works Because We Do!

APPENDIX C

**GRIEVANCE FORM
UNIVERSITY OF NORTH FLORIDA
Board of Trustees-United Faculty of Florida**

I. Date the Office of Academic Affairs notified UFF that the dispute cannot be informally resolved _____.

This grievance was filed with the Office of Academic Affairs on _____ (must be within 15 days of the date of notification by the Office of Academic Affairs, above) by:

Personal delivery _____

U. S. Mail _____

Personal fax _____

Date received by the Office of Academic Affairs (as authenticated by receipt, postmark, or date recorded on fax, as applicable) _____

GRIEVANT

GRIEVANCE REPRESENTATIVE

NAME: _____
(print)

NAME: _____
(print)

CAMPUS MAILING ADDRESSES:

COLLEGE: _____

COLLEGE: _____

DEPT: _____

DEPT: _____

OFFICE PHONE: _____

OFFICE PHONE: _____

If grievant is represented by the UFF or legal counsel, all university communications should go to the grievant's representative. Other address to which university mailings pertaining to grievance shall be sent:

II. GRIEVANCE

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

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

Remedy Sought:

III. AUTHORIZATION

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

_____ UFF _____

_____ Legal Counsel _____

_____ Myself _____

If the grievant elects self-representation or to be represented by legal counsel, the UFF shall also be notified in writing of the date, time, and place of any meeting or hearing called for the purpose of discussing the grievance, shall have the right to have an observer present at all meetings and/or hearings called for the purpose of discussing such grievance, and shall be sent copies of all decisions at the same time as they are sent to the other parties. No resolution of any individually processed grievance can be inconsistent with the terms of this Agreement.

(Page 2 of 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.

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

Date

The decision of the University Administration's hearing officer shall be transmitted, by personal delivery with written documentation of receipt or by certified mail, return receipt requested, to the UFF Grievance Representative or the Grievant (if not represented by UFF). A copy of the decision shall also be transmitted by U.S. Mail, email, or personal fax to the UFF State Office and the UNF President's Representative for Contract Administration (and the grievant's attorney if the grievant elected to be represented by legal counsel).

UNIVERSITY OF NORTH FLORIDA
Board of Trustees-United Faculty of Florida

APPENDIX D

**NOTICE OF ARBITRATION
UNIVERSITY OF NORTH FLORIDA
Board of Trustees-United Faculty of Florida**

Date of receipt of Hearing Officer's Decision by the Grievance Representative or the Grievant (if not represented by UFF) _____.

This notice was filed with the Office of Academic Affairs, with a copy to the President on _____ by:

Personal delivery _____

U. S. Mail _____

Personal fax _____

Date of receipt by the Office of Academic Affairs (as authenticated by receipt, postmark, or date recorded on fax, as applicable): _____

The United Faculty of Florida hereby gives notice of its intent to proceed to arbitration in connection with the Decision of the University Administration's designated hearing officer dated _____ in this grievance of:

NAME:

FILE NO:

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

Signature of UFF President or Representative

Date

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

Signature of Grievant

Date

APPENDIX E

PROTECTION FOR WHISTLEBLOWERS

Faculty are notified that Section 112.3187, Florida Statutes, provides protection to whistleblowers and delineates their rights and responsibilities. For informational purposes, the pertinent language from Section 112.3187(7), Florida Statutes, is as follows:

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

APPENDIX F

LIMITATION ON PERSONAL LIABILITY

Section 768.28(9), Fla. Stat. (2005)

Pursuant to Article 27.3(b), the text of the 2005 version of Florida Statutes Section 768.28(9) is printed below, for information only:

(9) (a) No officer, employee, or agent of the state or of any of its subdivisions shall be held personally liable in tort or named as a party defendant in any action for any injury or damage suffered as a result of any act, event, or omission of action in the scope of her or his employment or function, unless such officer, employee, or agent acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. However, such officer, employee, or agent shall be considered an adverse witness in a tort action for any injury or damage suffered as a result of any act, event, or omission of action in the scope of her or his employment or function. The exclusive remedy for injury or damage suffered as a result of an act, event, or omission of an officer, employee, or agent of the state or any of its subdivisions or constitutional officers shall be by action against the governmental entity, or the head of such entity in her or his official capacity, or the constitutional officer of which the officer, employee, or agent is an employee, unless such act or omission was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The state or its subdivisions shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of her or his employment or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

(b) As used in this subsection, the term:

1. "Employee" includes any volunteer firefighter.

2. "Officer, employee, or agent" includes, but is not limited to, any health care provider when providing services pursuant to [s. 766.1115](#), any member of the Florida Health Services Corps, as defined in [s. 381.0302](#), who provides uncompensated care to medically indigent persons referred by the Department of Health, and any public defender or her or his employee or agent, including, among others, an assistant public defender and an investigator.

(c) For purposes of the waiver of sovereign immunity only, a member of the Florida National Guard is not acting within the scope of state employment when performing duty under the provisions of Title 10 or Title 32 of the United States Code or other applicable federal law; and neither the state nor any individual may be named in any action under this chapter arising from the performance of such federal duty.

APPENDIX G

EXCLUSIVE DISPUTE RESOLUTION PROCEDURE FOR COURSE ASSIGNMENTS

G.1 Policy.

(a) The University of North Florida Board of Trustees and the United Faculty of Florida agree to the following procedure as the exclusive method of resolving disputes under the Assignment and Summer Appointments and Assignments Articles that allege that a faculty member's course assignment is arbitrary or unreasonable.

(b) A faculty member who alleges that his/her course assignment is arbitrary or unreasonable may file a grievance under the Grievance Article only to enforce the exclusive Assignment Dispute Resolution (ADR) procedure delineated below, not to seek a determination as to whether a course assignment is arbitrary or unreasonable.

(c) A faculty member shall not file under the ADR procedure until after the faculty member has met with the chair of his/her department/unit in an attempt to resolve the dispute.

(d) No person shall lobby or otherwise attempt to influence the decision of the Umpire.

G.2 Time Limits.

(a) The dispute shall not be processed unless it is filed within

- (1) thirty (30) days after the receipt of the fall or spring course assignment by the faculty member.
- (2) within fifteen (15) days after the receipt of the summer course assignment by the faculty member.

(b) If the faculty member's course assignment begins prior to final resolution of the dispute, the faculty member shall perform the assignment. However, in that circumstance, if the course assignment is found to be arbitrary or unreasonable, the faculty member's teaching assignment shall be reduced appropriately in the next academic year, or as otherwise agreed to by the faculty member.

(c) All time limits specified in this Appendix G may be extended by mutual agreement of the University Administration and the UFF representative.

(1) Upon failure of the UFF representative to comply with the time limits herein, the dispute shall be deemed to have been finally determined at the prior step.

(2) Upon failure of the University Administration to comply with the time limits provided in this Appendix, the UFF Representative may appeal to the next step.

(d) 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. If any deadline falls on a non-business day, the deadline shall be moved to the end of next business day.

G.3 Initial Filing.

(a) A faculty member who believes that his/her course assignment is arbitrary or unreasonable shall file Part 1 of the ADR Form with his/her chair and with the dean of the college within the time limits required in Section G.2(a).

(1) The filing of the ADR Form shall be accompanied by a brief and concise statement of the faculty member's arguments, and any relevant documentation supporting the faculty member's position.

(2) This documentation shall be placed in a file entitled "ADR File," which shall be kept separate from the faculty member's personnel evaluation file.

(b) The ADR File shall accompany the ADR Form each step of the process.

G.4 Meeting with Administration.

(a) No later than four (4) days from receipt of the ADR Form, the dean or designee shall schedule a meeting with the UFF representative to be held within four (4) days. At this meeting, the faculty member, the UFF representative, the person who assigned the course, the chair, and the dean or designee shall discuss the dispute and attempt to resolve it.

(b) Within four (4) days after the conclusion of this meeting, the dean or designee shall complete Part 2 of the ADR Form and deliver it to the UFF representative.

G.5 Filing for Neutral Umpire Hearing. If consultation with the dean or designee does not resolve the matter, the UFF representative may file, within four (4) days of receipt of the dean's response, Part 3 of the ADR Form with the President's representative, indicating an intention to submit the dispute to a Neutral Umpire.

G.6 Preparation for Hearing. Within four (4) days of receipt of the completed ADR Form, the President's representative shall

(a) place a brief statement of the University Administration's position, a list of the University Administration's expected witnesses, if any, and other relevant documentation in the ADR File and present a copy of all documents placed in the ADR File to the UFF representative, who shall place a list of the faculty member's expected witnesses into the file, with a copy to the President's representative; and

(b) schedule a meeting with the UFF Representative for the purpose of selecting a Neutral Umpire from the Neutral Umpire Panel. This meeting shall be scheduled for no later than three (3) days after filing of the completed ADR Form with the President's representative.

G.7 Selection of Neutral Umpire.

(a) 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 faculty member, in consultation with his/her UFF Representative, shall make the first strike from the list.

(b) 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 last person whose name was struck shall be asked to serve, and so on until an Umpire is found.

G.8 Completion of the ADR File.

(a) Upon the agreement of the Neutral Umpire to participate, the President's representative and the UFF Representative shall as soon as possible meet to review and complete the ADR File.

(b) After this review, additional documentation shall not be considered in the ADR process, except by agreement of the President's representative and the UFF representative, or unless it is documentation that could not with reasonable diligence have been discovered or obtained previously.

(c) After this meeting, the President's representative shall provide the Umpire and the UFF Representative with the completed ADR File.

G.9 Scheduling of ADR Neutral Umpire Hearing.

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

(b) The ADR hearing shall be conducted as follows:

(1) The faculty member, 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 ADR File, interrogate witnesses, offer arguments, cross-examine witnesses, and have present at the meeting one individual to assist in the presentation of the case. In all cases, the UFF shall have the right to have an observer present at the hearing and shall be sent a copy of all decisions at the same time as they are sent to the faculty member.

(2) The Neutral Umpire shall conduct and have total authority at the ADR hearing. The Neutral Umpire may conduct the ADR hearing in whatever fashion, consistent with this Agreement, that will aid in arriving at a just decision.

(3) The Umpire shall submit to all parties on Part 4 of the ADR Form within forty-eight (48) hours after the close of the ADR hearing, a written, binding decision as to whether the course assignment was arbitrary or unreasonable. The decision shall include the reasons for the Umpire's determination.

(4) If the Umpire decides that the faculty member's assignment was arbitrary or unreasonable, then

a. if the faculty member has not begun the course assignment before the deadline for the Umpire's decision, the Umpire shall direct the individual responsible for making the course assignment to reassign the faculty member consistent with the procedure set forth in this Agreement, or as otherwise agreed to by the faculty member.

b. However, if the faculty member's course assignment began prior to the deadline for the Umpire's decision, the faculty member's teaching assignment shall be reduced appropriately in the next academic year, or as otherwise agreed to by the faculty member.

G.10 Neutral Umpire Panel

(a) The President's representative and the UFF representative shall meet within thirty (30) days 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, 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 Administration and the UFF.

(b) The President's representative and the UFF representative are encouraged to select educators from other academic institutions in the area, fully retired faculty and administrators, and professional mediators and arbitrators, to be on the Neutral Umpire Panel. In the event the parties cannot reach agreement on Panel membership, a representative of the Trustees and a UFF member holding a statewide office or position shall select the Panel.

(c) Panel membership may be reviewed, at the initiation of the University Administration or the UFF, through written notice provided before the beginning of the next contract year.

G.11 Expenses. All fees and costs of the Neutral Umpire shall be borne equally by the University Administration and the UFF.

EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION FORM

PART 1: STATEMENT OF DISPUTE

Faculty Member's Name

Department

Faculty Member's Address

Person Making Assignment

Date Notified of Assignment

Beginning Date of Assignment

I UNDERSTAND AND AGREE THAT BY FILING THIS GRIEVANCE, I WAIVE WHATEVER RIGHTS I MAY HAVE UNDER CHAPTER 120 OF THE FLORIDA STATUTES WITH REGARD TO THE MATTERS I HAVE RAISED HEREIN AND UNDER ALL OTHER UNIVERSITY PROCEDURES WHICH MAY BE AVAILABLE TO ADDRESS THESE MATTERS.

I believe the assignment was arbitrary or unreasonable because:

I certify that I have met with my chair in an attempt to resolve this dispute.

Faculty Member's Signature

UFF Representative's Signature

Date Filed

Date of Meeting

EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION FORM

PART 2: DECISION OF DEAN OR DESIGNEE

Date Filed with dean or designee

Date of Conference

The assignment was not arbitrary or unreasonable because:

The disputed assignment has been resolved in the following manner:

Dean or designee

Date of Decision

EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION FORM

PART 3: UFF NOTICE OF INTENT TO REFER ASSIGNMENT DISPUTE TO NEUTRAL UMPIRE

The decision of the dean or designee is not satisfactory, and the UFF hereby gives notice of its intent to refer the dispute to a Neutral Umpire.

Faculty Member's Name

Date of Receipt by President's Representative

UFF Representative

Receipt Acknowledged by
President's Representative

EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION FORM

PART 4: NEUTRAL UMPIRE'S DECISION

The disputed assignment was _____/was not _____ arbitrary or unreasonable.

Reasons for the determination that the assignment was arbitrary or unreasonable are:

Neutral Umpire's Name

Faculty Member's Name

Neutral Umpire's Signature

Date Decision Issued

Memorandum of Agreement
Between
University of North Florida and United Faculty of Florida

The University of North Florida (“University Administration” or “UA”) and the United Faculty of Florida (“UFF”) are parties to a collective bargaining agreement that expires on June 30, 2006.

In order to expedite the time it takes to negotiate future collective bargaining agreements, the UA and UFF as follows:

I. Extension of Collective Bargaining Agreement – The terms of the collective bargaining agreement that expires on June 30, 2006 will remain in effect from July 1, 2006 until June 30, 2008, subject to the following:

a. There will be a salary reopener for the period July 1, 2006 – June 30, 2007 and July 1, 2007 – June 30, 2008.

b. In addition each party may reopen for negotiations up to three (3) articles each contract year.

c. Each party may also reopen for negotiations each contract year up to three(3) additional articles in the 2003-2006 collective bargaining agreement that were carried forward from the former Board of Regents collective bargaining agreement with only nominal change. Any item from the former Board of Regents collective bargaining agreement that is reopened will not count as one of the three (3) articles that may be reopened under Section 1.b. of this agreement.

d. The parties may mutually agree to reopen any other item for negotiations.

II. Effective date. The effective date of this Memorandum of Agreement shall be the date that it is ratified by both parties.

III. Signatures

IN WITNESS HEREOF, we, the parties hereto have set our hand this _____ day of _____, 2006

FOR UNIVERSITY OF NORTH

FOR UNITED FACULTY OF FLORIDA:

Approved by:

President

INDEX

A

Academic Freedom and Responsibility	17-19
Academic Year	136
Access to Documents	21, 129
Advanced Titles for Instructors and Lecturers	77
Amendment and Duration	135
Annual Evaluation Process	44
Appendix A, Position Classification in the Bargaining Unit	139
Appendix B, UFF Dues Check-off Authorization Form	140
Appendix C, Grievance Form	141
Appendix D, Notice of Arbitration Form	144
Appendix E, Protection for Whistleblowers	145
Appendix F, Limitation on Personal Liability	146
Appendix G, Exclusive Dispute Resolution Procedure for Course Assignments	147
Appointment	22-25
Change in Appointments	24
Employment Contracts	22-23
Faculty Search Committees	22
Hiring Administrator's Decision	22
Multi-Year Appointments	25
Part-time (Adjunct) Appointments	25
Visiting Appointments	24-25
Arbitration	31, 125-127, 144
Assignment of Responsibilities	28-34
Change in Assignment	31-32
Communication of Assignment	30-31
Considerations in Assignment	28-30
Development/Use of Instructional Technology	33-34
Equipment	32
Equitable Opportunity	31-32
Initial and Subsequent Assignments	30-31
Office Hours	32
Overload Assignments	32
Non-instructional Workweek	32
Property Rights and Releases	33-34, 96

B

Bargaining Unit	3
Benefits	8, 35, 46, 78-93, 114-118, 120, 131-132
Employee Assistance Programs	46, 120, 131-132
Free University Courses	117
Holidays	78-79, 81
Leaves	8-93, 90-93, 116-117
Optional Retirement Program	114-115
Parking	118
Part-Time Faculty	81, 85, 114
Phased Retirement Program	115-117
Pre-Tax Benefits Programs	118

Retired Faculty Members	114
Retirement Credit	88, 114
Bylaws	14-16, 25, 36-39, 42-43, 45, 50-53, 55, 58, 61, 63, 67, 69-74
Development of and Revisions to Bylaws	14
Faculty Approval	14-15
Administrative Review and Approval	15-16
Final Disposition	16
Bulletin Boards, Electronic	6

C

Chair's Tenure Appraisals	51
Classification	3
Class Titles	139
Colleagues' Tenure Appraisals	52
Compensation, Summer	39, 113
Conflict of Interest/Outside Activity	96, 97-98
Conflicts of Interest Prohibited	97
Expedited Grievance Procedure	98, 127-128
No University Affiliation	98
Report of Outside Activity	97-98
Use of University Resources	98
Constitutional Rights of Faculty	99
Consultation	11, 21, 60
Contract, Employment	22-24

D

Definitions	17, 47, 94, 97, 121, 136-137
Disciplinary Action	78, 99, 117, 119-120
Disciplinary Action Other than Termination	119
Just Cause	119
Notice of Discipline	119
Notice of Intent	119
Progressive Discipline	119
Termination	119

E

Employee Assistance Program	46, 120, 131-132
Employment Contract	22-24
Equitable Opportunity	31-32
Equipment	32
Evaluation, Performance	40-46
Annual Evaluation Process	44
Criteria	42-43
Departmental Interpretations/Clarifications of Criteria	43
Evaluation File	44-46
Observation/Visitation	41
Peer Assessment	41
Rating Categories	41-42
Sources of Evaluation	40
Student Evaluations	40-41

Use of Evaluative Materials	45-46
Evaluation File	44-46
Access	45
Anonymous Material	45
Removal of Contents	45
Expedited Grievance Procedure	98, 127-128
Extension of Contract, Memorandum of Agreement	155-156

F

Family Medical Leave Act (FMLA)	79-80
Free University Courses	117

G

Grievance Procedure	121-128
Appearances	123
Arbitration	125-128, 144
Burden of Proof	122
Expedited Grievance Procedure for Conflict of Interest	127- 128
Filing a Grievance	123-124
Grievance Hearing and University Administration’s Decision	124-125
Inactive Grievances	127
Informal Resolution	122-123
Representation	126-127

H

Holidays	78-79, 81
----------------	-----------

I

Instructional Technology	28, 33-34, 94
Intellectual Property	34, 94-96
Disclosure	94-95
Independent Efforts	33-34, 95-96
Inventions	95-96
Outside Activity	96
Release of Rights	96
University-Supported Efforts	94
Works	34-34, 96
Inventions and Works	94-96
Investigation of Charges of Discrimination	21

J

Job Abandonment	120
Just Cause	119

L

Layoff and Recall	130-132
Leave of Absence – Union Activity	6-7
Leaves	78-89, 90-93, 116-117
Accrual During Leave with Pay	78

Administrative	86-88
Annual Leave	84-86
Compulsory	83-84
Emergency Closing	88
Family Medical Leave Act (FMLA)	79-80
Holidays	78-79
Illness/Injury	81-83, 116-117
Military	86-87
Parental	80-81
Pending Investigation	87
Personal Non-Medical Leave	116-117
Professional Development Leaves and Sabbaticals	90-93
Requests for a Leave or Extension of Leave	78
Return from Leave	78
Tenure Credit During Periods of Leave	78
Without Pay	88-89
Limitation on Personal Liability	146

M

Maintenance of Benefits	12
Management Rights	5
Memorandum of Agreement Extending the Contract	155-156
Multi-year Appointments	19, 25

N

Nondiscrimination	20-21
Non-Reappointment and Resignations	26-27
Grievability	27
Non-Reappointment Considerations	27
Notice	27
Resignation	27

O

Observation/Visitation	41
Office Space and Safe Conditions	6, 35
Optional Retirement Program	114-115
Orientations	8
Other Rights and Responsibilities	99
Outside Activity	96, 97-98
Overloads	32

P

Parking	118
Part-time (Adjunct) Appointments	25
Payroll Deduction	9-10
Peer Assessment	41
Performance Evaluation	40-46
Personal Liability	99
Phased Retirement	115-117

Postal Services	99
Preamble	1
Pre-Tax Benefits Program	118
Professional Development Leaves	90-93
Application and Selection	90
Eligibility	90
Other Study Leave	91
Terms of Leave	90-91
Types of Leave	90
Professional Meetings	36
Proficiency in Spoken English	46
Promotions for Library Faculty	67-76
Changes in Criteria	69-70
Initiation of the Promotion Process	70-72
Progress Toward Promotion	79
Promotion Decision	76
Promotion Dossier	70-73
Promotion Eligibility	67
Promotion Review and Recommendation Procedures	73-76
Promotion Salary Increase	76
University Criteria and Library Department's Interpretations/Clarifications	67-69
Withdrawal from the Process	76
Promotions for Tenured and Tenure-earning Faculty	61-66
Chair's Appraisal	64
Changes in Criteria	63-64
Department Promotion and Tenure Committee	65
Department/Unit Interpretations/Clarifications of Criteria	62-63
Initiation of the Promotion Process	64
Progress Toward Promotion	64
Promotion Criteria	61-63
Promotion Decision	65-66
Promotion Eligibility	60
Promotion Review and Recommendation Procedures	65
Promotion Salary Increase	66
University Promotion and Tenure Committee	65
Withdrawal from the Process	66
Property Rights and Releases	33-34, 96

R

Re-employment/Recall.....	131-132
Reclassification	3, 121
Recognition	3
Reimbursement of Travel Expenses	36
Released Time	7-8
Resignation	27
Retired Faculty, Benefits	114
Retirement Credit	88, 114
Rotation Policy	38
Rules and Policies	13

S

Sabbaticals	91-93
Application and Selection	92
Retraining	93
Terms of Sabbatical Program	92-93
Types of Sabbaticals	91-92
Safe Conditions	35
Salary Increases and Payments	7-8, 66, 76, 100-113
Severability	134
Sexual Harassment	20
Summer Appointment and Assignments	37-39
Compensation	39
Rotation Policy	38

T

Tenure	47-60
Chair's Appraisal	51
Changes in Tenure Criteria	51
Colleagues' Appraisal	52
Credited Service toward Tenure	48-49
Criteria for Tenure and Basis for Tenure Decision	49-51
Department Interpretations/Clarifications of Tenure Criteria	49-50
Department Promotion and Tenure Committee	55
Initiation of the Tenure Process	53-55
Progress Toward Tenure	51-52
Tenure Criteria	49-51
Tenure/Permanent Status Credit During Periods of Leave	78
Tenure Decision	59-60
Tenure Dossier	53-55
Tenure Eligibility	47-48
Tenure Review and Recommendation Procedures	55-59
Tenure upon Appointment	47
Transfer of Tenure and Tenure-Earning Credit	60
University Promotion and Tenure Committee	57-58
Withdrawal from the Process	60
Termination	119
Titles and Headings	2
Totality of Agreement	133
Transfer of Tenure	60
Travel Advances	36

U

UFF Rights	6-8
Communications	6
Faculty Orientations	8
Leave of Absence – Union Activity	6-7
Released Time	7-8
Salary Increases	7
Use of Facilities and Services	6
UNF Rules and Policies	13

V

Visiting Appointments 24-25

W

Whistleblowers 145
Working Papers Rights 33