

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. 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 nine twelfths (9/12th) percent when changing from a calendar-year appointment to an academic-year appointment, or by twelve ninths (12/9th) 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 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 Sections 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 by e-mail to the faculty member no later than July 15. If the faculty member will be inaccessible by e-mail, that faculty member shall notify his/her chair in advance so that an alternative means of delivery can be identified.

(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 by the University Administration 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 is eligible to be considered for tenure during the fourth, fifth, or sixth year of continuous service in a tenure-earning position. The sixth year is the final opportunity to be considered. 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 three (3) 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) Because an Assistant Professor, Associate Professor, and Professor are eligible for tenure after the third year of tenure-earning service at UNF, no credit toward tenure from service at another institution of higher education is awarded. However, faculty members may use accomplishments at another institution, particularly in the area of research/scholarship/creative activity, in support of their candidacy for tenure at UNF.

(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) 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.

(d) 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.

(e) 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/scholarly/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 three (3) 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 tenured 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) tenured 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 tenured 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 tenured 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 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 by the University Administration. 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.¹

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.

¹ For the purpose of this Article, "state service" shall include service at UNF.

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

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 28
SALARY INCREASES AND SALARY PAYMENTS

28.1 2006-07 Annual Salary Increases. Eligible employees shall be provided with the following annual salary from funds equal to approximately five percent (5%) of the March 31, 2006 base salary rate of in-unit faculty members. These increases are effective October 1, 2006.

(a) Across-the-Board Increase.

(1) Each eligible full-time faculty member shall be provided a three percent (3.0%) increase on his/her September 30, 2006, base rate of pay.

(2) Eligibility. An eligible faculty member is one who was in pay status on March 31, 2006, and who continues to be employed with the University as of the date of ratification of this Agreement. The following faculty members are not eligible for the increase:

- a. A faculty member who has retired from the University.
- b. A faculty member who has resigned for any reason.
- c. A faculty member who was issued a notice of non-reappointment.
- d. A faculty member who is on a visiting appointment.
- e. A faculty member who has received an overall evaluation rating of

less than Satisfactory for 2005-06.

(b) Departmental Merit Salary Increases.

(1) A total of approximately one percent (1%) of the March 31, 2006 in-unit rate base shall be provided to fund 2006-07 Departmental Merit salary increases.

(2) Eligibility. An eligible faculty member is one who was in pay status on March 31, 2006, and who continues to be employed with the University as of the date of ratification of this Agreement. The following faculty members are not eligible for the increase:

- a. A faculty member who has retired from the University.
- b. A faculty member who has resigned for any reason.
- c. A faculty member who was issued a notice of non-reappointment.
- d. A faculty member who is on a visiting appointment.

(3) Process for Determining 2006-07 Departmental Merit Salary Increases.

a. Annual performance evaluations completed for 2005-06 shall be used as provided below for the purpose of determining departmental merit salary increases for 2006-07.

b. Departments shall make performance evaluations separately for each required category of activity (e.g., teaching, research/scholarship/creative activity, service). In the case of advisors, curators, and librarians, their primary functional counterpart activity for teaching shall be used in lieu of the teaching component.

c. 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 or the chair indicates “not applicable”, 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 Professor 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 $.60(2) + .30(1) + .10(-1) = 1.4$.

d. 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 2006-07 promotion pay increases, and across-the-board 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.

e. 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 f. 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 $(70,000/500,000) \times \$5,000 = \$700$.

f. The total amount of departmental merit money allocated to each department is as follows:

Department	Amount
ACCOUNTING & FINANCE (Tenure Lines)	\$18,244.48
ACCOUNTING & FINANCE (Non-Tenure Lines)	\$1,776.49
ART AND DESIGN (Tenure Lines)	\$7,996.35
ARTS & SCIENCES ADVISING (Non-Tenure Lines)	\$1,141.34
ATHLETIC TRAINING & PHYSICAL THERAPY (Tenure Lines)	\$3,438.76
ATHLETIC TRAINING & PHYSICAL THERAPY (Non-Tenure Lines)	\$286.55
BIOLOGY (Tenure Lines)	\$6,472.19
BIOLOGY (Non-Tenure Lines)	\$2,454.14
BUILDING CONSTRUCTION MGMT (Tenure Lines)	\$2,638.68
CHEMISTRY & PHYSICS (Tenure Lines)	\$7,267.37
CHEMISTRY & PHYSICS (Non-Tenure Lines)	\$3,372.35
CIVIL ENGINEERING (Tenure Lines)	\$2,410.50
COMMUNICATIONS (Tenure Lines)	\$6,279.02
COMMUNICATIONS (Non-Tenure Lines)	\$2,479.56
COMPUTER & INFORMATION SCIENCES (Tenure Lines)	\$13,621.12
COMPUTER & INFORMATION SCIENCES (Non-Tenure Lines)	\$2,376.82
COUNSELING & EDUCATIONAL LEADERSHIP (Tenure Lines)	\$8,221.10
CRIMINOLOGY AND CRIMINAL JUSTICE (Tenure Lines)	\$3,557.53
CURRICULUM & INSTRUCTION (Tenure Lines)	\$18,806.75
CURRICULUM & INSTRUCTION (Non-Tenure Lines)	\$932.26
ECONOMICS (Tenure Lines)	\$8,010.80
ECONOMICS (Non-Tenure Lines)	\$514.02
ELECTRICAL ENGINEERING (Tenure Lines)	\$2,865.33
ELECTRICAL ENGINEERING (Non-Tenure Lines)	\$637.66
ENGLISH (Tenure Lines)	\$10,673.08
ENGLISH (Non-Tenure Lines)	\$5,178.29
HISTORY (Tenure Lines)	\$8,125.63
HONORS PROGRAM (Non-Tenure Lines)	\$427.90
LIBRARY (Non-Tenure Lines)	\$9,508.82
MANAGEMENT MARKETING AND LOGISTICS (Tenure Lines)	\$22,137.06
MANAGEMENT MARKETING AND LOGISTICS (Non-Tenure Lines)	\$1,076.79
MATHEMATICS & STATISTICS (Tenure Lines)	\$12,155.52
MECHANICAL ENGINEERING (Tenure Lines)	\$4,520.59
MUSIC (Tenure Lines)	\$9,717.95
NURSING (Tenure Lines)	\$6,702.69
NURSING (Non-Tenure Lines)	\$3,730.76
PHILOSOPHY & RELIGIOUS STUDIES (Tenure Lines)	\$4,997.05
POLIT SCIENCE & PUBLIC ADMIN (Tenure Lines)	\$8,863.04
PSYCHOLOGY (Tenure Lines)	\$11,060.02
PUBLIC HEALTH (Tenure Lines)	\$15,194.16
SOCIOLOGY & ANTHROPOLOGY (Tenure Lines)	\$6,124.31

Department (Continued)	Amount (Continued)
SPECIAL EDUCATION (Tenure Lines)	\$3,509.79
SPECIAL EDUCATION (Non-Tenure Lines)	\$454.20
WORLD LANGUAGES (Tenure Lines)	\$3,643.17
WORLD LANGUAGES (Non-Tenure Lines)	\$432.12
Grand Total	\$274,034.44

(c) Market Increases. Experience Supplements for Instructors and Lecturers, Market Equity/Compression, and Inversion Increases. A total of approximately one percent (1%) of the March 31, 2006 in-unit rate base shall be provided to fund Experience Supplements for Instructors and Lecturers, Market Equity/Compression Increases, and Inversion Increases.

(1) Experience Supplements for Instructors and Lecturers. Funds shall be provided for experience supplements for instructors and lecturers who initially become eligible as of the effective date of the 2006-07 academic contract.

a. 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 2006-07 shall be eligible for the experience supplement.

b. 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.

(2) Market Equity/Compression. Funds shall be provided to address market equity/compression as follows:

a. Eligibility. An eligible faculty member is one who holds the rank of professor, associate professor, assistant professor, Senior Instructor, Senior Lecturer, instructor, or lecturer (or the equivalent ranks for librarian and curator) who was in pay status on March 31, 2006, and who continues to be employed with the University as of the date of ratification of this Agreement. The following faculty members are not eligible for the increase

1. A faculty member who has retired from the University.
2. A faculty member who has resigned for any reason.
3. A faculty member who was issued a notice of

non-reappointment.

4. A faculty member who is on a visiting appointment.
5. A faculty member who has received an overall evaluation

rating of less than Satisfactory for the four (4) years 2002-03 through 2005-06. (If a faculty member has been on sabbatical or on authorized leave during this four (4) year period, eligibility shall be determined by the overall average evaluation for the remainder of the four (4) year period.)

b. Method - Determining Distance from Market Based on Rank and Discipline

1. Database. The average salaries at All Public Colleges and Universities as reflected in the 2005-06 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 2006-07.

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						

2. Recognizing Market Deficit

a. Divide the faculty member's March 31, 2006 salary (plus the 2006-07 promotion, across-the-board, departmental merit increases, other University Administration adjustments of record, and the 2006-07 experience supplements for Senior Instructors and Lecturers) by the target market salary.

b. Award points corresponding to market deficit as follows:

99% of market =	1 point
98% of market =	2 points
97% of market =	3 points
96% of market =	4 points
95% of market =	5 points
94% of market =	6 points
93% of market =	7 points
92% of market =	8 points
91% of market =	9 points
90 % of market =	10 points
89% of market =	11 points
88% of market =	12 points

87% of market =	13 points
86% of market =	14 points
85% of market =	15 points
84% of market =	16 points
83% of market =	17 points
82% of market =	18 points
81% of market =	19 points
80% of market =	20 points
79% of market =	21 points
78% of market =	22 points
77% of market =	23 points
76% of market =	24 points
75% of market or less =	25 points

The points determined from the above table for each eligible faculty member shall be multiplied by a gradient to derive the eligible faculty member's market deficit points. The gradient is based upon the faculty member's overall average evaluation rating for the four (4) years 2002-03 through 2005-06. (If a faculty member has been on sabbatical or on authorized leave during this four (4) year period, the gradient shall be determined by the overall average evaluation for the remainder of the four (4) year period.) The gradients shall be determined as follows:

<u>Average Evaluation Rating</u>	<u>Gradient</u>
0.00 to 0.50	1.00
0.51 to 1.00	1.25
1.10 to 1.50	1.50
1.51 to 2.00	2.00

c. 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.)

(3) Inversion Pay Increases. Funds shall be provided to address salary inversion between ranks as follows:

a. Eligibility. Professors, associate professors, assistant professors, university librarians, and associate university librarians who are on regular appointment status (excluding visiting faculty), who have received an overall evaluation rating of at least Satisfactory for 2005-06, and whose base salary rate (after all other 2006-07 pay increases) is below that of the highest-paid faculty member in a lower rank in the same discipline in the same department are considered eligible for an inversion pay increase. The UFF has identified those fifteen (15) 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 when determining those faculty members who will receive the inversion pay increase.

b. Increase Amount. Each eligible faculty member defined in the previous paragraph shall receive a \$1,000 inversion pay increase to his/her base salary, for a total of \$15,000 devoted to inversion pay increases.

28.2 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.

28.3 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 market 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.

28.4 Grievability. An arbitrator shall not determine any faculty member's salary increase or salary level. Those salary increases and salary levels have been agreed to by the parties as part of the negotiations process. The only issue to be addressed in a grievance alleging a violation of this article is whether the University Administration has properly applied the salary increase set forth on the spreadsheet initialed by the negotiators for both parties. If the arbitrator finds that an agreed upon pay increase has not been properly applied, he/she shall identify the incorrect pay increase (based upon the agreed upon spreadsheet) and remand to the Administration for proper application of the salary increase. This paragraph shall not be construed to preclude a timely filed grievance alleging an incorrect evaluation.

28.5 Calculation of Increases. The University Administration has provided the UFF a report detailing the annual salaries of in-unit faculty members as of March 31, 2006. 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 in 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.

28.6 Payment Option for Nine-Month Faculty. Eligible faculty members shall be provided the option of having their nine-month salary paid over twelve months subject to the following conditions:

(a) Beginning March 1, 2007 through May 1, 2007, each eligible faculty member may elect, using the form included in Appendix "H", to have his/her nine-month salary paid over twelve months.

(b) Once a faculty member elects to be paid over twelve months, he/she will not be able to opt out of that option until the next enrollment cycle (i.e., March 1-May 1, 2008).

(c) Payment would begin August 17, 2007 and continue through August 1, 2008.

(d) Visiting faculty members are not eligible for this payment option.

28.7 Nothing contained herein shall prevent the Board from providing salary increases as set forth below. Increases may be provided to meet verified written counteroffers, to provide stipends for increased duties and responsibilities, and for litigation/EEO/grievance settlements. The UFF will be notified of any such proposed increase, and will have the opportunity to discuss the proposed increase with the University President or designee prior to implementation.