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PREAMBLE

The intent of the parties hereto in carrying out their responsibilities to negotiate the terms and conditions of employment of members of the bargaining unit is to promote the quality and effectiveness of education at the University of West Florida and to maintain high standards of academic excellence in all phases of instruction, research, and service. The parties concur that these objectives are facilitated by amicable adjustment of matters of mutual interest. It is recognized by the parties that mutual benefits are to be derived from continual improvement at the University of West Florida, and that participation of faculty and professional employees in the formulation of policies under which they provide their services is educationally sound.

While the United Faculty of Florida (hereafter "UFF"), as the elected bargaining agent, retains the exclusive right to negotiate and reach agreement on terms and conditions of employment for the members of the bargaining unit, and the Board of Trustees (hereafter "Board") retains its rights, under law, to govern the University of West Florida, the parties recognize the desirability of a collegial governance system for faculty and professional employees in areas of academic concern. It is desirable that the collegial system of shared governance be maintained and strengthened so that faculty and professional employees will have a mechanism and procedure, independent of the collective bargaining process, for making recommendations to appropriate administrative officials.

Collegiality in academic governance can best be accomplished through a Senate selected by representatives of appropriate campus constituencies in accordance with the University of West Florida's policies and traditions. Appropriate matters of concern should be brought before the Senate by its members or steering committee, or by the President of the University or representative(s). Matters which may be of concern to the Senate include (a) curriculum policy and curricular structure, (b) requirements for degrees and granting of degrees, (c) policies for recruitment, admission, and retention of students, (d) development, curtailment, discontinuance, or reorganization of academic program s, (e) grading policies, and (f) other matters of traditional concern.

In such a collegial system, departments or other traditional governance structures should play an active and responsible role in academic matters, including significant involvement in the recruitment of new faculty and professional employees, the development of high-quality programs, participation in the development of tenure, promotion, and merit salary increase criteria, participation in the selection of instructional and library materials, and other matters of professional concern. The collegial relationship is most effective when peers work critically together to carry out their duties in the most professional manner possible.

In recognition of the importance of the collegial system of governance described herein, the President or representative(s) will confer regularly with representatives from the Senate or other advisory bodies.

This Preamble is a statement of intent and policy and is, therefore, not subject to Article 22 (Grievance Procedure and Arbitration).

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ARTICLE 1
RECOGNITION

1.1 Bargaining Unit.
Pursuant to the Verification of Election Results of the Florida Public Employees Relations Commission, dated June 23, 2003, the Commission certified the United Faculty of Florida (hereafter "UFF") as the exclusive bargaining representative for the employees (hereafter "faculty") described herein and issued Certification Number 1399 to the UFF. The University of West Florida Board of Trustees (hereafter "Board") has recognized the UFF as the exclusive representative, solely for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment as specifically set forth in this Agreement, for all faculty in the bargaining unit described in the certification as amended. Attached as Appendix "A," for information purposes only and not made a part of the Agreement, is the listing of titles included in the General Faculty bargaining unit.

1.2 University Rules and Policies.

(a) If there is an inconsistency between an existing University rule or policy and an express provision of this Agreement, the language in this Agreement will control.

(b) No new or amended Board or University rule, policy, or resolution will apply to faculty to the extent that it conflicts with an express term of this Agreement.

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

(d) If the University of West Florida Board of Trustees or a committee of the University of West Florida Board of Trustees has scheduled public hearings on any action that would conflict with an express term of this Agreement, the UFF will be provided the opportunity to address the matter upon request.

1.3 University of West Florida Board of Trustees Meetings.

(a) The Board will ensure that a copy of the detailed agenda for each Board meeting or Board committee or subcommittee meeting is made available in an easily accessible location in the Main Library or by links on the University website at the time those agendas are made publicly available.

(b) The Board will ensure that a copy of the minutes of Board meetings is made available in an easily accessible location in the Main Library or by links on the University website at the time they are made publicly available.

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(c) Upon request, the UFF will be granted a place on the agenda at each public Board meeting for the purpose of addressing any item on the Board's agenda that affects the wages, hours, or other terms and conditions of employment for faculty.

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

ARTICLE 2
CONSULTATION

2.1 Consultation with President.
The University President or designated representative(s) will meet with the UFF representatives to discuss matters pertinent to the implementation or administration of this Agreement, University actions affecting the terms and conditions of employment, or any other mutually agreeable matters. Such meetings will occur at least once per semester during the academic year and once during the Summer semester, unless the President and the UFF agree otherwise. The party requesting consultation will submit a written list of agenda items no less than one (1) week in advance of the meeting. The other party will also submit a written list of agenda items in advance of the meeting if it wishes to discuss specific issues. The parties understand and agree that such meetings may be used to resolve problems regarding the implementation and administration of the Agreement; however, such meetings will not constitute or be used for the purpose of collective bargaining.

2.2 Affirmative Action Plan.
The UFF president will be provided without cost a copy of the University's affirmative action plan, including all updates of such plan. The copy provided may be on paper, electronic, or by URL.

ARTICLE3
UFF PRIVILEGES

3.1 Use of Facilities and Services. Subject to the rules of the Board and the University, the UFF will have the right to use University facilities for meetings and all other services on the same basis as they are generally available to other University-related groups and organizations, which are defined as follows:

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

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3.2 Communications.

(a) The UFF may post bulletins and notices relevant to its position as the collective bargaining agent on a reasonable number of existing bulletin boards but on at least one (1) bulletin board per building where a substantial number of faculty have offices. Specific locations will be mutually selected by the University and the UFF in the course of consultation pursuant to Article 2 (Consultation). All materials placed on the designated bulletin boards will bear the date of removal and may be removed by the University after that date. In addition, such bulletin boards may not be used for election campaigns for public office or exclusive collective bargaining representation.

(b) The University will place a link in an appropriate place on the University web site to the web site of the UFF Chapter.

(c) Accessing existing University e-mail listservs or establishing a new listserv allowing the UFF electronic communication with faculty will be the subject of consultation, pursuant to Article 2 (Consultation). The UFF agrees to pay a reasonable annual fee to the University if access to a University maintained e-mail listserv is provided. However, such listservs may not be used for election campaigns for public offices or for exclusive collective bargaining representation. Faculty who are e-mail recipients of the listserv will have the right to have themselves removed from the listserv upon their written request.

3.3 Leave of Absence-Union Activity.

(a) At the written request of the UFF, provided no later than May 1 of the year prior to the beginning of the academic year when such leave is to become effective, a full-time or part-time leave of absence for the academic year will be granted to up to three (3) faculty designated by the UFF for the purpose of carrying out UFF's obligations in representing faculty and administering this Agreement, including lobbying and other political representation. Such leave may also be granted to up to three (3) faculty for the entire Summer term, upon written request by the UFF provided no later than March 15 of the preceding academic year. Upon the failure of the UFF to provide the Board with a list of representatives by the specified deadlines, the Board may refuse to honor any of the requests which were submitted late.

(b) No more than one (1) faculty member per fifteen (15) faculty per department/unit need be granted such leave at any one time.

(c) The UFF will reimburse the University for the faculty member's salary, fringe benefits, and retirement.

(d) Faculty on full-time leave under this paragraph will be eligible to receive salary increases in accordance with the provision s of section 19.12 (Leave without Pay). Faculty on less than full-time leave under this paragraph will be eligible to receive salary increases on the same basis as other faculty.

(e) A faculty member who has been granted leave under this Article for two (2) consecutive academic years will not again be eligible for such leave until two (2) consecutive academic years have elapsed following the end of the leave. One (1) faculty member, designated by the UFF, will be exempt from the provisions of this subsection. Other exceptions may be granted at the discretion of the Board upon prior written request by the UFF.

(f) Neither the University nor the Board will be liable for the acts or omissions of said faculty

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during the leave and the UFF will hold the University and the Board harmless for any such acts or omissions, including the cost of defending against such claims.

(g) A faculty member on such leave will not be evaluated for this activity nor will such activity be considered by the University in making personnel decisions.

3.4 Released Time for UFF Representative(s).

(a) The Board agrees to provide a total of two (2) units of released time per semester (Fall and Spring) to full-time faculty designated by the UFF for the purpose of carrying out the UFF's obligations in representing faculty and administering this Agreement. The UFF may designate faculty to receive released time during the academic year, subject to the condition that no more than one (1) faculty member per fifteen (15) faculty members per department/unit may be granted released time at any one time, nor may any faculty member be granted more than a one (1) unit reduction in a single semester.

(b) The Board agrees to provide one (1) additional unit of released time for those semesters (Fall or Spring only) when UFF and the Board are engaged in collective bargaining (as indicated by the dates included in Article 32 Amendment and Duration).

(c) The UFF will provide the Board with a list of requested representatives for the academic year no later than May 1 of the preceding g academic year. Upon approval of the representatives by the Board, the representatives will serve for one (1) academic year. Substitutions for the Spring semester may be made upon written notification submitted by the UFF to the Board no later than October 15.

(d) A "unit" of released time will consist of a reduction in teaching load of one (1) course per Fall or Spring semester for instructional faculty or, for non-instructional faculty, a reduction in workload of ten (10) hours per week.

(e) Released time will be used for conducting University -related UFF business, at the University or State level, and will not be used for lobbying or other political representation. Leave for lobbying or other political representation may be purchased by the UFF pursuant to section 3.3 (Leave of Absence---Union Activity).

(f) Faculty who are on leave of any kind, other than leave pursuant to section 3.3 (Leave of Absence---Union Activity) will not be eligible to receive released time.

(g) Upon the failure of the UFF to provide a list of representatives by the specified deadlines, the Board may refuse to honor any of the released time requests which were submitted late. Substitutions submitted after the October 15 deadline will be allowed at the discretion of the Board.

(h) A faculty member who has been granted released time for either or both semesters during four (4) consecutive academic years will not again be eligible for released time until two (2) academic years have elapsed following the end of the fourth (4th) academic year in which such released time was granted.

(i) As an exception to the limitation above (paragraph "h"), one (1) faculty member designated by the UFF will be eligible for released time for responsibilities at the State level for one (1) additional year. This faculty member will not again be eligible for released time until two (2) academic years have elapsed following the end of the fifth

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(5th) academic year of released time. This faculty member will be identified by the UFF no later than May 1 of the preceding academic year; substitutions may be approved by the Board at its discretion.

(j) Faculty on released time will be eligible for salary increases on the same basis as other faculty, but their released time activities will not be evaluated nor taken into consideration by the University in making personnel decisions.

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

(l) Summer. The UFF may designate one (1) faculty member to receive a thirteen (13) week 1.0 FTE Summer released time equivalent whenever the bargaining teams are engaged in collective bargaining. UFF may elect to receive the 1.0 Summer released time equivalent in increments of .25 and/or .375 FTE released time equivalent distributed among up to three (3) faculty members. The total FTE Summer released time equivalent shall not exceed 1.0 for the UFF chapter. For these purposes, a .25 FTE equals a ten (10) hour per week workload for thirteen (13) weeks. The UFF will provide the Board with the name of the requested representative(s) and the amount(s) of the FTE distributions subject to the limitations of this article no later than April 7 of the academic year preceding the Summer term. All other provisions contained in section 3.4 (Released Time) except 3.4(a, b, and d) will apply to Summer released time equivalent.

ARTICLE 4
RESERVED RIGHTS

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

4.2 Limitations. All such rights, powers, and authority retained by the Board are subject to those limitations imposed by this Agreement. Only violations of such limitations will be subject to Article 22 (Grievance Procedure and Arbitration).

ARTICLE 5
ACADEMIC FREEDOM AND RESPONSIBILITY

5.1 Policy. It is the policy of the Board and the UFF to maintain and encourage full academic freedom. Academic freedom and responsibility are essential to the full development of a true university and apply to teaching, research/creative activities, assigned service, and the activities set forth in sections 11.4(f) regarding participation in governance and 11.4(g) regarding other assigned University duties.

5.2 Teaching and Research. Consistent with the exercise of academic responsibility, faculty will have freedom to present and discuss their own academic subjects, frankly and forthrightly,

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without fear of censorship, and to select instructional materials and determine grades in accordance with University and Board policies. Objective and skillful exposition of such subject matter, including the acknowledgment of a variety of scholarly opinions, is the duty of every faculty member. Faculty will also be free to engage in scholarly and creative activity and publish the results in a manner consistent with their professional obligations.

5.3 Academic Responsibility. Academic freedom is accompanied by the corresponding responsibility to:

(a) be forthright and honest in the pursuit and communication of scientific and scholarly knowledge;

(b) respect students, staff, and colleagues as individuals; treat them in a collegial manner; and avoid any exploitation of such persons for private advantage;

(c) respect the integrity of the evaluation process with regard to students, staff, and colleagues, so that it reflects their true merit;

(d) indicate when appropriate that one is not an institutional representative unless specifically authorized as such; and

(e) Contribute to the orderly and effective functioning of the faculty member's academic unit (program, department, division, and/or college) and/or the University.

5.4 In addition to their assigned duties, faculty have responsibilities arising from the nature of the educational process. Such responsibilities include, but are not limited to, observing and upholding the ethical standards of their discipline; participating, as appropriate, in the shared system of collegial governance, especially at the department level; respecting the confidential nature of the relationship between professor and student; adhering to one's proper role as teacher, researcher, intellectual mentor, and counselor; and conducting oneself in a collegial manner in all interactions.

ARTICLE 6
NONDISCRIMINATION

6.1 Statement of Intent.

(a) The Board and the UFF fully support all laws intended to protect and safeguard the rights and opportunities of each faculty member, staff member, and student to work and learn in an environment free from any form of unlawful discrimination or unlawful harassment.

(b) The Board and the UFF recognize their obligations under federal and state laws, rules, and regulations prohibiting discrimination or harassment, including Title IX of the Education Amendments of 1972, the Violence Against Women Act, and the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act. The parties reaffirm their commitment to create a diverse faculty that brings new perspectives and new talent into the academy. To this end, the Board, with the support of the UFF, will work to implement programs, policies, and practices to facilitate the recruitment of a diverse faculty.

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(c) Nothing in this Article is intended to alter the eligibility requirements for benefits provided by the University.

(d) Itis the intent of the Board and the UFF that this statement of intent not be subject to Article 22 (Grievance Procedure and Arbitration).

6.2 Nondiscrimination Policy.

(a) Nondiscrimination. Neither the Board nor the UFF will discriminate against any faculty member based upon race, color, sex/gender (this also includes gender identity), sexual orientation, religious creed, national origin, age, veteran status, disability, political affiliation, or marital status, nor will the Board or the UFF abridge any rights of faculty related to union activity granted under Chapter 447, Florida Statutes, including but not limited to the right to assist or to refrain from assisting the UFF. Personnel decisions will be based on job-related criteria and performance.

(b) Discrimination Prohibition. No employee will discriminate against or harass any other employee or any student based upon race, color, sex/gender (this also includes gender identity), sexual orientation, religious creed, national origin, age, veteran status, disability, political affiliation, or marital status.

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

(d) Consensual Relations.

i. Definitions:

For the purposes of this Section (d), the following definitions pertain:

A **Consensual Relationship** is a mutually acceptable, romantic and/or sexual relationship between a faculty member and an employee, student and/or student employee.

A **Conflict of Interest** arises when individuals with the authority and the responsibility to evaluate the work or performance of an employee, student or student employee initiate, acquiesce or engage in an intimate romantic and/or sexual relationship with that employee, student or student employee.

ii. Ethical Considerations

The University of West Florida is committed to an academic and employment environment free from harassment, discrimination, and unprofessional conduct. Codes of ethics for most professional associations forbid professional-client sexual relationships. Both professor-student and supervisor employee relationships are similar to those of a professional and a client. The respect and trust accorded a professor by his or her student, as well as the power exercised by the professor in

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grading/evaluation, advising, or recommending study and future employment diminish the student's actual freedom of choice when entering upon a relationship with that professor. A similar imbalance pertains in a supervisor/subordinate employee relationship. When these asymmetrical relationships are romantic and/or sexual in nature, they constitute an inherent Conflict of Interest. Accordingly, Consensual Relationships involving Conflicts of Interests are prohibited. Should such a Conflict develop, the teacher, supervisor or advisor has the obligation to disclose its existence and to cooperate in making alternative arrangements for the supervision, evaluation, teaching, grading, or advising of the employee, student and/or student employee. These arrangements will be set forth in a written conflict mitigation plan. The conflict mitigation plan must be approved by the Provost.

6.3 Investigation of Charges of Discrimination and Harassment. Charges of discrimination, including those filed by faculty alleging unlawful discrimination or unlawful harassment by students, will be promptly investigated according to established University procedures. No faculty member investigated under such procedures will be disciplined until such investigation is complete and a finding of discrimination or harassment has been issued.

(a) Non-retaliation policy. No retaliation of any kind will be made by a faculty member, the Board, or UFF against any party, any witness, any UFF representative, or any other participant in this process or in any grievance arising from this process for reason of such participation.

(b) To the extent possible, remedial measures to correct the effects of unlawful harassment or unlawful discrimination will not unreasonably adversely affect an individual who was found to be the victim of unlawful discrimination or unlawful harassment.

(c) If, after the completion of the investigation, any finding of unlawful discrimination is made, a record of the complete findings will be placed in the faculty member's master evaluation file. Such findings are not considered evaluative material for purposes of Florida Statute 1012.91.

(d) If a finding of no discrimination is made, no record will be placed in the faculty member's master evaluation file unless the faculty member requests in writing that a record of the complete investigation be placed in the evaluation file.

6.4 Access to Documents. No faculty member will be refused a request to inspect and copy documents related to claims of discrimination under this Article, to which the faculty member is a party, except for records which are exempt from the provisions of the Public Records Act, Chapter 119, Florida Statutes, provided that the University may charge for copies of documents in accordance with law, rule, University procedure's, and this Agreement.

6.5 Discrimination Claims. Claims that the Board or the University engaged in unlawful discrimination or unlawful harassment may be presented as grievances pursuant to Article 22 (Grievance Procedures and Arbitration).

(a) It is the intent of the parties to this Agreement that matters which may be presented as grievances under Article 22 (Grievance Procedures and Arbitration) be so presented and resolved through that procedure instead of using other procedures.

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(b) The UFF agrees not to process cases arising under this Article when alternative procedures to Article 22 (Grievance Procedures and Arbitration) are initiated by the grievant, except that a grievant may file an EEOC charge while the grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. §2000e et seq.

6.6 Charges of Discrimination Included as Part of a Grievance.

(a) Charges of discrimination, including unlawful harassment, included in grievances will be referred to the University's equal opportunity officer or Title IX Coordinator as appropriate for investigation of those charges in accordance with University procedures.

(b) If the charges of discrimination or harassment are not separable from other claims in the grievance, then the entire grievance will be held in abeyance until a finding has been made on the charges of discrimination or harassment and forwarded to the Step 1 reviewer. The grievance will then be processed in accordance with the procedures outlined in section 22.5 (Grievance Procedure) of this Agreement, provided that the thirty-day limitation specified therein shall be extended to accommodate the investigation of the discrimination complaint, not to exceed a period of ninety days.

(c) If the charges of unlawful discrimination or unlawful harassment are separable from other claims included in the grievance, then the charges of unlawful discrimination or unlawful harassment will be held in abeyance until a finding has been made on those charges by the University's equal opportunity officer or Title IX process, while the remaining claims exclusive of the charges of unlawful discrimination or unlawful harassment will be processed in accordance with the procedures outlined in section 22.5 of this Agreement. Once a finding has been made by the University's equal opportunity officer or Title IX process on those charges of unlawful discrimination or unlawful harassment that were separated from other claims in the grievance, the finding will be forwarded to the Step I reviewer and the charges of discrimination or harassment will be processed in accordance with the procedures outlined in section 22.5 (Grievance Procedure) of this Agreement.

(d) The filing of a complaint with the Equal Employment Opportunity Commission will not affect the processing of a grievance related to unlawful discrimination or unlawful harassment.

6.7 Academic Freedom. The parties acknowledge that academic freedom (as defined in Article 5, Academic Freedom) exists within the restrictions imposed by the laws with regard to unlawful discrimination and unlawful harassment.

ARTICLE 7
MINUTES, RULES, AND BUDGETS

7.1 Board and University Documents.

(a) The Board will ensure that a copy of the following documents is made available in an easily accessible location in its Main Library or by links on the University website.

(1) The minutes of the meetings of the Council of Presidents;

(2) The minutes of the meetings of the Board and its committees;

(3) Board rules adopted and disseminated to University employees; and

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(4) The University's operating budget, including the previous year's expenditure analysis.

(b) The Board will also provide the UFF with a computer account for purposes of accessing any State data file(s) reflecting the annual salary increases provided to faculty within the public universities in the State of Florida. Costs associated with the UFF's use of such files will be borne by the UFF consistent with the costs charged to other users accessing the data file(s).

ARTICLE 8
JOB CLASSIFICATION

8.1 Job Classification Titles.

(a) Creation of a New Classification. Whenever the Board creates a new class, it will designate such class as being either within or outside the bargaining unit and will notify the UFF.

(b) If the Board revises the specifications of an existing class so that its bargaining unit designation is changed, it will notify the UFF of such new designation.

(1) Within ten (10) days following such notification, the UFF may request a meeting with the Board for the purpose of discussing the designation.

(2) If, following such discussion, the UFF disagrees with the designation, it may request the Florida Public Employees Relations Commission to resolve the dispute through unit clarification proceedings.

(c) Disputes over Classifications of Individual Faculty.

(1) A faculty member of the University may request a review of the appropriateness of the faculty member's classification.

(2) In case of disagreement with the results of the review, the matter will be discussed in accordance with Article 2 (Consultation) and will not be subject to Article 22 (Grievance Procedures and Arbitration).

(d) Reclassification of a Faculty Member to Non-Unit Classification.

(1) Faculty members will be provided written notice thirty (30) days in advance, if practicable, with a copy to the UFF, when the University proposes to reclassify the faculty member to a classification that is not contained in the General Faculty bargaining unit.

(2) The faculty member may request a review of such action consistent with the provisions of this Article.

(3) UFF may discuss such action pursuant to Article 2 (Consultation).

ARTICLE 9
APPOINTMENT

9.1 Policy. The Board will exercise its authority to determine the standards, qualifications, and criteria so as to fill appointment vacancies in the bargaining unit with the best possible candidates. In furtherance of this aim, the Board will, through the University,

(a) advertise such appointment vacancies;

(b) receive applications and screen candidates therefor;

(c) make such appointments as it deems appropriate under such standards, qualifications, and

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criteria; and

(d) Commit to an effort to identify and seek qualified women and minority candidates for vacancies and new positions.

9.2 Vacancies. Bargaining unit vacancies will be advertised through the University's website and through other appropriate professional channels.

9.3 Employment Contract. All appointments will be made on a University employment contract and signed by the President or representative and the faculty member. The University may include informational addenda or addenda reflecting negotiations between the parties, except that such addenda may not abridge the faculty member's rights or benefits provided in the Agreement. All academic year appointments for faculty members will begin on the same date unless legal restrictions require otherwise. The University employment contract will contain the following elements:

(a) Effective Date;

(b) Professional Classification System title, class code, rank, and appointment status;

(c) Employment unit (e.g., department, college, institute, area, center, etc.);

(d) Length of appointment;

(e) Special conditions of employment;

(f) A statement that the position is (1) tenured, (2) non-tenure earning, (3) tenure- earning (specifying prior service in another institution to be credited toward tenure), or (4) fixed-term multiyear appointment;

(g) A statement that the faculty member's signature on the standard employment contract will not be deemed a waiver of the right to process a grievance with respect thereto in compliance with Article 22 (Grievance Procedure and Arbitration);

(h) The following statement, if the appointment is not subject to notice provisions of section 13.2: "Your employment under this contract will cease on the date indicated. No further notice of cessation of employment is required.";

(i) A statement that the appointment is subject to the Constitution and laws of the State of Florida and the United States, the rules of the Board of Governors and the University, and this Agreement;

(j) Percent of full-time effort (FTE) assigned;

(k) Salary rate;

(1) The minimum salary for the rank or job classification;

(m) The statement: "The UWF BOT/UFF Collective Bargaining Agreement (Article 6, Nondiscrimination) prohibits discrimination against any faculty member based upon race, color, sex, sexual orientation, religious creed, national origin, age, veteran status, disability, political affiliation, marital status, or employee rights related to union activity as granted under Chapter 447, Florida Statutes. Discrimination or harassment based on anti-Semitism is treated as discrimination or harassment based upon race and religion. Claims of such discrimination by the Board or the University may be presented as grievances pursuant to Article 22 (Grievance Procedure and Arbitration);

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(n) A statement informing the faculty member of the obligation to report any outside activity or potential conflict of interest under the provisions of Article 21 (Conflict of Interest/Outside Activity) of the Collective Bargaining Agreement; and

(o) Principal place of employment.

9.4 Appointments.

(a) Change in appointments.

(1) A faculty member serving on a calendar year appointment may request an academic year appointment, or an annual leave accruing appointment of less than twelve (12) months but more than nine (9) months. Similarly, a faculty member serving on an academic year appointment may request a calendar year appointment or an annual leave accruing appointment of less than twelve (12) Months but more than nine (9) months. The President or representative will carefully consider such requests, although staffing considerations and other relevant University needs may prevent their being granted.

(2) Upon approval by the President or representative, and assuming that the assigned responsibilities remain substantially the same, a faculty member's base salary will be adjusted by 81.8 percent when changing from a calendar year to an academic year appointment or by 122.2 percent when changing from an academic year to a calendar year appointment. For a faculty member whose appointment was previously changed from an academic year to a calendar year appointment at a salary adjustment other than 122.2 percent or from a calendar year to an academic year appointment at a salary adjustment other than 81.8 percent, the percent which is the reciprocal of the percent previously used will be used to make the salary adjustment. For the purpose of determining base salary for this adjustment, any temporary supplement shall not be included in the calculation of base salary.

(3) Upon approval of a change from an academic year appointment to an annual leave accruing appointment of less than twelve (12) months but more than nine (9) months, the faculty Member's salary will be adjusted to a percent of the calendar year base which is mathematically proportionate.

(4) Upon approval of a change from an annual leave accruing appointment of less than twelve (12) Months but more than nine (9) months to an academic year appointment, the faculty member's base salary will be adjusted to a percent of the annual leave accruing base which is mathematically proportionate.

(b) Summer Appointments.

(1) Policy.

a. Available summer supplemental appointments shall be offered equitably as appropriate to qualified faculty, not later than five (5) weeks prior to the beginning of the appointment, if practicable, in accordance with written criteria. The criteria will be made available in each department/unit.

b. Supplemental Summer appointments will be made in accordance with section 1012.945, Florida Statutes (the "twelve hour law").

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c. No employee shall be obligated to accept a supplemental summer appointment. An employee shall accept an offer of a summer appointment within seven (7) calendar days of receipt of the formal, written offer or forfeit his/her preference.

(2) Supplemental Summer Compensation.

a. A faculty member will receive approximately the same total salary for teaching a course during a supplemental Summer appointment as he or she received for teaching the same course, or a course similar in length and content, during the academic year, regardless of the length of the supplemental Summer appointment.

b. The instructional FTE will ordinarily be that assigned to a course offered during the academic year which is the same or similar to that being offered in the Summer. This academic year instructional assignment may not exceed .25 FTE for a three (3) contact hour course, except that contact hour equivalencies may be assigned for classroom instructional activities which involve unusual and significant requirements for classroom preparation, conduct of classes, student evaluation, etc. The academic year FTE will be increased during the supplemental Summer appointment proportional to the shorter length of the Summer terms.

Summer FTE will be computed as follows:

Summer FTE = Academic Year FTE x (Weeks in Academic Semester *I* Weeks in Summer Semester) + Other FTE (as provided in d., below)

Summer FTE = .25 x (19.5 *I* 13) + Other FTE = (.25 x 1.5) + Other FTE = .375 + Other FTE

Salary for one (1) course in the Summer with an assumed nine (9)- month salary of $44,000 and zero (0) Other FTE for a thirteen (13) week Summer appointment will be computed as follows:

Summer Compensation = Annual nine (9)-month salary x Summer FTE x (# pay periods for Summer semester *I* # pay periods for academic year semester)

Summer Compensation = $44,000, x .375 x (6.5 *I* 19.5) + O* = $44,000 x .375 x 14 .333 =
$5,500

*assuming no "Other FTE" is assigned for the Summer

c. Note that contact hour equivalencies may be assigned in the Summer for classroom instructional activities which involve unusual and significant requirements for class preparation, conduct of classes, student evaluation, etc.

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These assigned FTE's also will be proportionally greater in the Summer than in the academic year in recognition of the shorter length of the Summer terms.

d. The instructional FTE assignment described in 9.4(b)(2)b., above, does not include other credit-generating activities such as thesis/dissertation supervision, directed individual studies, supervised research/teaching, and supervision of student interns. These activities, as well as Research or Service activities may be assigned by the University during the Summer term as "Other FTE" but are not part of the "FTE for Semester Instructional Assignment" described in the preceding paragraphs, need not be assigned in conjunction with Summer instructional assignment, and need not be allocated according to the same FTE equivalent as during the academic year. Any such reduction in FTE must, however, correspond to an appropriate reduction in assigned duties. In order for "Other FTE" activities to be compensated, they must be in writing, requested by the University, and included, along with the assigned FTE percentage, on the faculty member's Summer Work Assignment.

(c) Extra Compensation Appointments. Extra compensation is defined as compensation for any duties (including work activities previously designated as overload) in excess of a full appointment (1.0 FTE). Available extra compensation appointments with the University will be offered equitably and as appropriate to qualified faculty in sufficient time to allow voluntary acceptance or rejection and are subject to the provisions of section 25.9 (Type of Payment for Assigned Duties).

(d) Visiting Appointments. A "visiting" appointment is one made to a person having appropriate academic or professional qualification s but who is not expected to be available for more than a limited period, or to a person in a position that the University does not expect to be available for more than a limited period. A visiting appointment may be offered in single or multi-year contracts, not to exceed a total of four (4) consecutive years.

(e) Adjunct Appointments. The use of adjuncts at the University will, upon the request of the UFF representatives, be a subject of consultation under the provisions of Article 2 (Consultation).

(f) Fixed Multi-year Appointments.

(1) Two (2)- to five (5)- year fixed multi-year appointments may be offered for the following:

a. Non-tenured or non-tenure earning Curators, and Counselors/ Advisors;

b. Scholars/Scientists/Engineers and Associate in/Assistant in;

c. Clinical faculty;

d. Individuals who have officially retired from universities or other organizations who are at least fifty-five (55) years of age;

e. Tenured faculty who decide to give up their tenured status to take advantage of whatever incentives might be offered by a fixed multi-year appointment; and

f. Individuals who have held the rank of full professor for at least seven (7) years at an institution of higher education.

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(2) Successive fixed multi-year appointments may be offered to eligible faculty hired pursuant to section 9.4(f)(l) as follows:

a. Criteria used to determine in which instances to offer successive appointments include consideration of the basis for the initial fixed multi-year appointment, evaluation of performance, professional growth, extent and currency of professional qualifications, contribution to the mission of the department or program, staffing needs, funding source alternatives, and continuing program considerations. Such criteria will be in writing and available to all eligible faculty.

b. The faculty member will be advised in the penultimate year of the appointment that to be considered for a successive fixed multi-year appointment, he or she must submit a request and written documentation pursuant to written procedures established by the University. The University will notify the faculty member in writing of the decision to offer or not offer a successive appointment by the beginning of the final year of the faculty member's current appointment.

(3) Instructors, Lecturers, Research Associates, and Librarians on multi-year appointments.

a. Instructors, Lecturers, Research Associates and non-tenure earning, Assistant Librarians, Associate Librarians and Librarians shall be offered a three-year multi-year contract appointment in circumstances where the faculty member had received an overall Dean's rating of "excellent" or above on each of his or her three most recent consecutive annual evaluations.

b. In the event that the faculty member qualifies for a subsequent consecutive three-year multi- year contract, by receiving an overall Dean's rating of "excellent" or above in each of his or her six most recent annual evaluations, he or she shall receive a base wage increase of one thousand dollars ($1,000.00). The one thousand dollar ($1,000.00) increase may not be received more than once every six years (every other three-year contract).

c. Faculty on multi-year contracts funded in whole or in part by grant funds will have the multi- year contract end in the event the grant funding is terminated. Any wage increase identified in section 3b for a grant funded position is dependent upon whether grant funds are available to allow for the increase.

d. Library faculty may qualify for the multi-year contract defined at section 3a but are not eligible for the wage increase defined at section 3b.

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ARTICLE 10
ASSIGNMENT OF RESPONSIBILITIES

10.1 Policy. The professional obligation is comprised of both scheduled and non-scheduled activities. The parties recognize that it is a part of the professional responsibility of faculty to carry out their duties in an appropriate manner and place. For example, while instructional activities, office hours, and other duties and responsibilities may be required to be performed at a specific time and place, other non-scheduled activities are more appropriately performed in a manner and place determined by the faculty member in consultation with his or her supervisor.

10.2 Considerations in Assignment.

(a) The faculty member will be granted, upon written request, a conference with the person responsible for making the assignment to express concerns regarding:

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

(2) the faculty member's qualifications and experiences, including professional growth and development and preferences;

(3) the character of the assignment, including but not limited to

a. the number of hours of instruction,

b. the preparation required,

c. whether the faculty member has taught the course in the past,

d. the average number of students enrolled in the course in past semesters,

e. the time required by the course,

f. whether travel to another location is required,

g. the number of preparations required,

h. the faculty member's assignments in other semesters,

i. the terms and conditions of a contract or grant from which the faculty member is compensated,

j. the use of instructional technology,

k. the availability and adequacy of materials and equipment, secretarial services, student assistants, and other support services needed to perform the assignments,

l. any changes which have been made in the assignment, including those which may have resulted from previous evaluations of the faculty member; and

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

(b) If the conference with the person responsible for making the assignment does not resolve the faculty member's concerns, the faculty member will be granted, upon written request, an opportunity to discuss those concerns with an administrator at the next higher level.

(c) The Board and the UFF recognize that, while the Legislature has described the minimum full academic assignment in terms of twelve (12) contact hours of instruction or equivalent research and service, the professional obligation undertaken by a faculty member will ordinarily be broader than that minimum. In like manner, the professional obligation of

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other professional employees is not easily susceptible of quantification. The Board, acting through the University, has the right, in making assignments, to determine the types of duties and responsibilities which comprise the professional obligation and to determine the mix or relative proportion of effort a faculty member may be required to expend on the various components of the obligation.

(d) Furthermore, the Board, acting through the University, properly has the obligation to monitor and review the size and number of classes and other activities, to consolidate inappropriately small offerings, and to reduce inappropriately large classes.

(e) No faculty member's assignment will be imposed arbitrarily or unreasonably. If a faculty member believes that the assignment has been so imposed, the faculty member should proceed to address the matter through the procedures in Appendix "II" of this Agreement, which will be the exclusive method for resolving such disputes. Other claims of alleged violations of the Agreement with respect to faculty assignments are subject to the provisions of Article 22 (Grievance Procedure and Arbitration).

10.3 Annual Assignment.

(a) Communication of Workload Assignment. Faculty will be apprised in writing, at the beginning of their employment and at the beginning of each year of employment thereafter, of the expectations related to teaching, scholarly and creative projects, and service for that year. Any special or atypical work expectations affecting these activities will be identified in the workload assignment letter.

(b) Informal Communication of Instructional Assignment. The published schedule available on the first day of student registration will serve as the informal notification of the faculty member's course assignment. If there is a mismatch between the published schedule and the workload assignment, the faculty member and supervisor will discuss and resolve the discrepancy. The informal communication of instructional assignment is not grievable.

(c) Formal Communication of Instructional Assignment. This instructional assignment will be confirmed in writing no later than six (6) weeks in advance of the start of classes.

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

(e) Change in Instructional Assignment. Should it become necessary to make changes in a faculty member's instructional assignment less than six weeks before the start of classes, the supervisor will notify the faculty member prior to making such changes and will specify such changes in writing. Faculty can identify late changes in schedule as an extenuating circumstance in interpreting their performance evaluation data. Supervisors will take the late assignment into consideration in interpreting the results of student evaluations from those classes.

(f) Equitable Opportunity. Each faculty member will be given assignments which provide equitable opportunities, in relation to other faculty in the same department/unit, to meet the required criteria for promotion, tenure, successive fixed multi-year appointments, and merit salary increases.

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(1) For the purpose of applying this principle to promotion, assignments will be considered over the entire period since the original appointment or since the last promotion, not solely over the period of a single annual assignment. The period under consideration at the University will not be less than four (4) years. The faculty member's annual assignment will be included in the promotion file.

(2) For the purpose of applying this principle to tenure, assignments will be considered over the entire probationary period and not solely over the period of a single annual assignment. The faculty member's annual assignment will be included in the tenure file.

10.4 Summer Assignment.

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

(b) When a Summer instructional appointment immediately follows the academic year appointment, the faculty member may be assigned reasonable and necessary non-instructional duties related to the Summer instructional appointment prior to the conclusion of the academic year appointment.

10.5 Place of Employment.

(a) Principal. Each faculty member will be assigned one (1) principal place of employment, as stated on the University employment contract. Where possible, a faculty member will be given at least nine (9) months' notice of a change in principal place of employment. The faculty member will be granted, upon written request, a conference with the person responsible for making the change to express concerns regarding such change, including concerns regarding considerations in assignment as described in section 10.3, above. Voluntary changes and available new positions within the department will be considered prior to involuntary changes, if practicable.

(b) Secondary. Each faculty member, where possible, will be given at least ninety (90) days written notice of assignment to a secondary place of employment more than fifteen (15) miles from the faculty member's principal place of employment. The faculty member will be granted, upon written request, a conference with the person responsible for making the assignment to express concerns regarding such assignment.

(c) If the assignment to a secondary place of employment is made within a regular, full-time appointment, the supervisor is encouraged to make an appropriate adjustment in the assignment in recognition on time spent traveling to a secondary place of employment. Necessary travel expenses, including overnight lodging and meals, for all assignments not at the faculty member's principal place of employment will be paid at the State rate and in accordance with applicable provisions of State law.

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10.6 Teaching Schedule.

(a) Teaching schedules should be established, if practicable, so that the time between the beginning of the first assignment and the end of the last for any one day does not exceed eight (8) hours.

(b) Teaching schedules should also be established so that the time between the end of the last assignment for a day and the beginning of the first assignment for the next day is not less than twelve (12) hours.

(c) Colleges may develop policies with respect to workload adjustments to recognize non-traditional work assignments.

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

10.8 Workweek.

(a) Scheduled hours for all faculty will not normally exceed forty (40) hours per week. Time will be allowed within the normal working day for research, teaching, or other activities required of the faculty member, when a part of the assigned duties.

(b) Supervisors are encouraged to make appropriate reductions or adjustments in the number of hours scheduled in recognition of evening, night, and weekend assignments.

10.9 Instructional Technology.

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

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

(c) The University will review the considerations stated in (1) through (4), below, which may be raised by faculty development and use of instructional technology/distance learning. It is recognized that these considerations may already apply to other faculty instructional activities and, therefore, be addressed by existing University policies and procedures. If the University concludes that new or revised policies are needed, it will develop such policies and consult with UFF pursuant to section 2.1 (Consultation with President), prior to their implementation. Colleges may develop policies with respect to workload adjustments to recognize nontraditional work assignments.

(1) Recognition of that faculty effort spent in the assigned development of instructional technology/distance learning materials and in providing instruction assigned in this

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manner which is appreciably greater than that associated with a traditional course;

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

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

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

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

(e) Releases.

(1) Provisions governing releases to be obtained when the University has an interest in instructional technology are contained in section 20.3(c)(3).

(2) Consistent with such provisions and prior to the use of the instructional technology materials described in section 10.9(a), above, releases will be obtained from persons appearing in, or giving financial or creative support to their development or use, and the faculty member will certify that such development or use does not infringe upon any existing copyright or other legal right.

(3) The faculty member will be liable to the University for judgments resulting from such infringements.

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

a. the University has asserted an interest in such materials; or

b. the University has assigned the faculty member to develop such materials.

ARTICLE 11
FACULTY PERFORMANCE EVALUATIONS

11.1 Policy.

(a) Annual Evaluations. The purpose of the annual evaluation is to assess and communicate the nature and extent of a faculty member's performance of assigned duties consistent with the criteria specified in section 11.4 (Criteria). The performance of faculty, other than those who have received notice of non-reappointment under section 13.2 or those not entitled to receive notice of non-reappointment under section 13.2 will be evaluated at least once annually, and they will be advised of the academic term during which such evaluation will be made. Personnel decisions will take such annual evaluations into account, provided that such decisions need not be based solely on written faculty performance evaluations.

(b) Sustained Performance Evaluations. Tenured Professors and Associate Professors, University Librarians and Associate University Librarians and those positions identified at Appendix L will receive a Sustained Performance Evaluation in accordance with 11.3 (b) of this Article.

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11.2 Sources and Methods of Evaluation.

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

(b) Student Evaluations. Section l 1.2(b) will go into effect on the first day of the Fall 2010 semester.

(1) Student evaluations are a regular part of faculty evaluation. Therefore, each Fall and Spring semester, faculty will ensure that student evaluations (using the standard University form) are administered for every course and every section taught. Such student evaluations, including narrative comments, will be provided to the Department Chair/Director so as to be included in the material considered for the faculty member's annual evaluation.

(2) Considerations for Fair and Equitable Treatment.

a. Faculty members will have the right to rebut student evaluation comments and feedback by preparing a written rebuttal. There will be no limit to the length of the rebuttal. The rebuttal will be attached to the student evaluations in the faculty member's master evaluation file. The rebuttal should address extenuating circumstances and other factors that might clarify how comments and numerical ratings should be interpreted by supervisors.

b. No personnel action will be taken on the basis of student narrative comments that have not been corroborated by evidence other than student evaluations.

c. Written comments from students will be considered in the context of other information submitted by the faculty member about teaching performance.

d. Beginning with the 2018-2019 academic year, faculty are required to submit at least one exemplar of teaching quality in addition to the standard university teaching assessment material. Exemplars should be consistent with indicators identified in the Tenure and Promotion guidelines, such as outcome assessment data, peer review observations, syllabi, assessment samples, etc. Acceptable supplemental exemplars may also be outlined in departmental/unit bylaws.

e. Summaries of student evaluations, including the narrative comments, will be provided to the faculty member at least fourteen (14) days in advance of the faculty member's due date for annual evaluation materials. In the event that a faculty member receives his or her student evaluation data less than fourteen (14) days prior to this due date, the deadline for faculty submission of materials will be moved forward proportionally.

(c) Classroom Observation/Evaluation of Online Instruction. The faculty member, if assigned teaching duties, will be notified at least two (2) weeks in advance of the date, time, and place of any direct classroom observation or evaluation of online instruction made in connection with the faculty member's annual evaluation. Upon notification, a three-stage process will begin. First, a meeting will be set for the faculty member to present context/stage setting for the observation and, in the case of online instruction, the scope of

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the evaluation. Stage two will consist of the actual observations(s)/evaluation(s). The final stage will be a feedback cycle which includes written comment to the faculty member. If agreement on a date for the observation/evaluation is not reached, the faculty member will be notified at least two (2) weeks in advance of two (2) dates when two (2) observations/evaluations will be made.

(1) Nothing herein shall prohibit any chair/supervisor or Administration representative from visiting any classroom for investigative purposes when deemed appropriate by the University President or designee.

11.3 Procedures.

(a) Annual Evaluation.

(1) The proposed written annual evaluation, including the faculty member's annual assignment which was furnished pursuant to section 10.3 (Annual Assignment) will be provided to the faculty member within forty-five (45) days after the end of the academic term during which such evaluation was made. The faculty member will 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 will 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 will be provided to the faculty member.

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

(4) Each University college or department/unit will develop and maintain procedures by which to evaluate each faculty member according to criteria specified in section 11.4 (Criteria). These procedures will include the method for the distribution of any departmental merit salary increase funds specified that might become available. The faculty of each college or department/unit, who are eligible to vote in faculty governance, will participate in the development of these procedures and will recommend implementation by vote of a majority of at least a quorum of those faculty members.

a. The proposed procedures or revisions thereof will be reviewed by the President or representative to ensure that they are consistent with the mission and goals of the University and that they comply with this Agreement.

b. If the President or representative determines that the recommended procedures do not meet the conditions in section 11.3(a)(4), above, the proposal will be referred to the college or department/unit for revision with a written statement of reasons for non-approval. No merit salary increase funds will be provided to a college or department/unit until the procedures to be used have been approved by the President or representative.

c. Approved procedures, and revisions thereof, will be kept on file in the college or department/unit office. Faculty in each college or department/unit

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will be provided a copy of that college or department's/unit's current procedures for annual evaluation.

(5) Upon written request from the faculty member, the person(s) responsible for supervising and evaluating a faculty member will endeavor to assist the faculty member in correcting any major performance deficiencies reflected in the faculty member's annual evaluation.

(b) Sustained Performance Evaluations.

(1) Beginning in the 2015-2016 academic year and continuing thereafter, the University shall conduct Sustained Performance Evaluations (SPE) on tenured faculty in the ranks of Professor and Associate Professor, those in the ranks of University Librarian and Associate University Librarian and the positions identified at Appendix L. The purpose of the Sustained Performance Evaluation is to assess the faculty member's sustained performance and professional growth as of the date of the evaluation. The expectations for sustained performance shall be aligned with the qualifications for tenure in place at the time of the evaluation. For faculty in the ranks of University Librarian or Associate University Librarian, the expectation shall be aligned with the qualifications for promotion in place at the time of the evaluation.

(2) The Sustained Performance Evaluation shall be conducted in the tenured faculty member's sixth (6th) year after receiving tenure and every sixth (6th) year thereafter and will evaluate the faculty member on his or her performance over the previous six (6) year period. Each faculty member may elect a one (1) year deferral once in his or her career at UWF. This would allow the sustained performance evaluation to be conducted in the seventh (7th) year. When a faculty member elects to utilize the one-time, one-year postponement of the SPE, the faculty member's next, and all subsequent, SPEs will follow a six-year schedule from the one-year postponement. For University Librarians and Associate University Librarians this Sustained Performance Evaluation shall be conducted the sixth (6th) year after appointment or promotion to the rank of University Librarian or Associate University Librarian and every sixth (6th) year thereafter.

(3) If a faculty member has entered into the D.R.O.P. program or Phased Retirement Program and has an SPE scheduled within year 4 or 5 of D.R.O.P. or Phased Retirement, the SPE will be optional and at the discretion of the faculty member.

(4) There are three tiers for the Sustained Performance Evaluation. The attainment of Distinguished (Tier One) shall reflect distinction that clearly exceeds the University and departmental tenure standards and expectations in place at the time of the evaluation for excellence in quantity, quality or both. The attainment of Satisfactory (Tier Two) shall satisfy the University and departmental tenure standards and expectations in place at the time of the evaluation for excellence in quantity, quality or both. An evaluation that is Unsatisfactory (Tier Three) reflects performance that does not satisfy the University and departmental tenure

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standards and expectations in place at the time of the evaluation for excellence in quantity, quality or both. A Tier Three Rating will require the faculty member to enter into a formal Performance Improvement Plan. University Librarians and Associate University Librarians will be evaluated in the same manner except that the University and departmental promotion standards and expectations in place at the time of the evaluation willapply.

(5) A faculty member at the rank of Professor or University Librarian that receives a Tier One Distinguished rating on the Sustained Performance Evaluation shall receive a six thousand dollar ($6,000.00) increase in his or her base salary. A faculty member in the rank of Associate Professor or Associate University Librarian that receives a Tier One Distinguished rating on the Sustained Performance Evaluation shall receive a three thousand dollar ($3,000.00) increase in his or her base salary. A faculty member at the rank of Professor or University Librarian that receives a Tier Two Satisfactory rating on the Sustained Performance Evaluation shall receive a four thousand dollar ($4,000.00) increase in his or her base salary. A faculty member in the rank of Associate Professor or Associate University Librarian that receives a Tier Two Satisfactory rating on the Sustained Performance Evaluation shall receive a two thousand dollar ($2,000.00) increase in his or her base salary. An Unsatisfactory Sustained Performance Evaluation will result in no wage increase.

(6) If a faculty member goes up for promotion and SPE simultaneously in the same academic year, and both the promotion and the SPE are successful, the amount of the SPE tier salary increase will be at the rate of the new rank.

(7) On an annual basis the Provost will issue a memorandum identifying the faculty that will receive a Sustained Performance Evaluation for the following academic year. The Provost's Memorandum will describe the process and timeline for the submission of materials by the faculty member.

(8) The materials to be submitted by the faculty member being evaluated will reflect the six years corresponding to the candidate' s SPE and will be the same as an application for tenure or in the case of a University Librarian or Associate University Librarian as an application for promotion. However, there shall be no internal or external letters of recommendation included in the submission. Evidence of sustained performance must be substantive and detailed with documentation.

(9) (a)The faculty member's dossier for the Sustained Performance Evaluation shall be submitted to the faculty member's Department Chair for review. The Chair shall make a recommendation to the Dean regarding whether tenure criteria were met. The Dean will ask the College Personnel Committee for a recommendation regarding whether tenure criteria were met. Neither the Chair nor the College Personnel Committee will make a recommendation as to the tier rating. The language used by the Department Chair and the College Personnel Committee in their respective evaluations will not be restricted as long as neither makes a tier rating. For the purposes of this section, "making a tier rating" shall be understood as an evaluator's use of the explicit terms, "Tier One." "Tier Two," or "Tier Three" in reference to the SPE. The use of qualitative evaluative language by the Chair or College Personnel Committee outside of the terms, "Tier One," "Tier Two," or "Tier Three," shall not

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constitute an implicit or explicit recommendation of tier rating. (b) The Dean will make a separate review and recommendation to the Provost. The Dean's recommendation will include a tier rating in accordance with paragraph (4) of this article. The recommendations of the Chair, College Personnel Committee and Dean will be submitted to the Provost who will conduct a separate review and make a final decision regarding whether the tenure criteria were met and the tier rating.

(10) Authorized leaves of absence may, under the provisions of Article 19 (LEAVES), be credited toward the period of the six (6) year evaluation period or may suspend the running of the period at the election of the faculty member.

(11) Faculty receiving "Unsatisfactory "ratings on a Sustained Performance Evaluation will enter into a Performance Improvement Plan. The Performance Improvement Plan will be developed by the Chair in concert with the Dean within thirty (30) days of the date of the evaluation. The faculty member will be provided with an opportunity to provide input into the Performance Improvement Plan. The Performance Improvement Plan shall outline each of the areas needing attention and improvement so that the Faculty member shall meet the tenure standards (or promotion standards for Librarians and Associate Librarians) in place at the time of the evaluation, upon successful completion of the Performance Improvement Plan. The Performance Improvement Plan shall provide specific performance targets and a time period for achieving the targets. The Performance Improvement Plan must be approved by the Provost. The Chair will meet regularly with the faculty member to review progress toward meeting the performance targets. However, it is the responsibility of the faculty member to attain the performance targets specified in the performance improvement plan within the specified time frame and demonstrate competency in his or her position. Upon successful completion of a Performance Improvement Plan within two (2) years of receipt of the unsatisfactory Sustained Performance Evaluation, the faculty member will receive a salary increase in the amount of corresponding "Tier II" increase. The faculty member's next SPE will follow a new six-year schedule beginning with the academic year following the academic year of completion of the Performance Improvement Plan. Only the faculty members identified on the initial roll-out agreement (years 2015-2021) will be eligible to receive the "Tier II" increase upon the successful completion of the performance improvement plan as described above.

11.4 Criteria. The annual performance evaluation will be based upon assigned duties and will carefully consider the nature of the assignments, 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. The evaluation will include consideration of effectiveness in imparting knowledge and skills, and effectiveness in stimulating students' critical thinking and/or creative abilities, the development or revision of curriculum and course structure, and adherence to accepted standards of professional behavior in meeting responsibilities to students. The evaluator may take into account class notes, syllabi, student exams and

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assignments, and any other materials relevant to the faculty member are teaching assignment.

(b) The teaching evaluation must take into account any relevant materials submitted by the faculty member, including the results of peer evaluations of teaching, and may not be based solely on student evaluations when this additional information has been made available to the evaluator.

(c) Contribution to the discovery of new knowledge, development of new educational techniques, and other forms of creative activity. Evidence of research and other creative activity will include, but not be limited to, published books; articles and papers in professional journals; musical compositions, paintings, sculpture; works of performing art; papers presented at meetings of professional societies; and research and creative activity that has not yet resulted in publication, display, or performance.

(d) The evaluation will include consideration of the faculty member's productivity, including the quality and quantity of what has been done during the year, and of the faculty member's research and other creative programs and contributions; and recognition by the academic or professional community of what is done.

(e) Public service that extends professional or discipline-related contributions to the community; the State, including public schools; and the national and international community. This public service includes contributions to scholarly and professional organizations and governmental board s, agencies, and commissions that are beneficial to such groups and individuals.

(f) Participation in the governance processes of the institution through significant service on committees, councils, and senates, beyond that associated with the expected responsibility to participate in the governance of the institution through participation in regular departmental or college meetings.

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

11.5 Proficiency in Spoken English. No faculty member will be evaluated as deficient in oral English language skills unless proved deficient in accordance with the appropriate procedures and examinations established by Florida law and Board rule for testing such deficiency.

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

(b) Faculty who score at a specified level on an examination established by statute and rule cited above for testing oral English language skills ("45" on the Test of Spoken English), may continue to be involved in classroom instruction up to one (1) semester while enrolled in appropriate English language instruction, as described in paragraph (d), below, provided

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the appropriate administrator determines that the quality of instruction will not suffer. Only such faculty members who demonstrate, on the basis of examinations established by statute or rule, that they are no longer deficient in oral English language skills may be involved in classroom instruction beyond one (1) semester.

(c) Faculty who score below a minimum score on an examination established by statute and rule for determining proficiency in oral English (currently "45" on the Test of Spoken English) will be assigned appropriate non-classroom duties for the period of oral English language instruction provided by the University under paragraph (d), below, unless during the period of instruction the faculty member is found, on the basis on an examination specified above, to be no longer deficient in oral English language skills. In that instance, the faculty member will again be eligible for assignment to classroom instructional duties and will not be disadvantaged by the fact of having been determined to be deficient in oral English language skills. It is the responsibility of each faculty member who is found, as part of the annual evaluation, to be deficient in oral English language skills by virtue of scoring below the satisfactory score on an examination established by statute and rule for determining such proficiency (see paragraph (a)), to take appropriate actions to correct these deficiencies. To assist the faculty member in this endeavor, the University will provide appropriate English language instruction without cost to such faculty members for a period consistent with their length of appointment and not to exceed two (2) consecutive semesters. The time the faculty member spends in such instruction will not be considered part of the individual assignment or time worked, nor will the faculty member be disadvantaged by the fact of participation in such instruction.

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

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

ARTICLE 12
EVALUATION FILE

12.1 Policy.

(a) There will be one (1) master evaluation file containing a dated copy of each document used in the evaluation process. A separate evaluation file may be compiled for tenure or promotion, provided that everything in the separate file will also be in the master file, except for letters of recommendation to which the candidate has waived access in writing.

(b) When evaluations and other personnel decisions are made, other than for tenure or

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promotion, the only documents which may be used are those contained in the master evaluation file.

(c) The custodian of the file will place such documents in the evaluation file within a reasonable time after receiving them.

(d) Faculty will be notified of the location of the evaluation file and the identity of the custodian.

12.2 Access.

(a) A faculty member may examine his or her master evaluation file and promotion and tenure files, upon reasonable advance notice, during the regular business hours of the department office under such conditions as are necessary to ensure its integrity and safekeeping. Faculty will not be denied such access.

(b) The faculty member may paginate with successive whole numbers the materials in the file.

(c) The faculty member may attach a concise statement in response to any item in the faculty member's evaluation file.

(d) Upon request, the faculty member is entitled to 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.

(e) 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.

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

12.4 Use of Evaluative Materials. In the event a grievance is filed, the Board, UFF grievance representatives, the arbitrator, and the grievant will have the right to use, in the grievance proceeding s, copies of materials from the grievant's evaluation file.

12.5 Anonymous Material. There will be no anonymous material in the master evaluation file or promotion and tenure files except as provided in section 12.6.

12.6 Use of Student Evaluations. Numerical ratings and narrative comments from student evaluations are a regular part of the evaluation procedure for classroom instruction. All student evaluations will be included in the master evaluation file and tenure and promotion files from Fall 2010 forward. Prior to Fall 2010, inclusion of narrative comments was optional.

12.7 Removal of Contents.

(a) Materials will be removed from the master evaluation file if shown to be contrary to fact, and materials may also be removed pursuant to the resolution of a grievance.

(b) This section does not authorize the removal of materials from the evaluation file based on a dispute concerning a matter of judgment or opinion rather than fact.

(c) Materials removed from the faculty member's master evaluation file, pursuant to this

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section, will be placed in a sealed file marked with the faculty member's name. This sealed file will be accessed only by the faculty member or by the University for legitimate investigative purposes. The material removed from the file will not be used to evaluate the faculty member. If material is accessed for investigative purposes, it will be returned as quickly as possible after the investigation is completed and a finding has been rendered, and the file will then be re-sealed.

12.8 Limited Access to Faculty Evaluation Files.

(a) Information in the master file reflecting evaluation of faculty performance will be available for inspection only by the faculty member, the faculty member's representative, University and Board officials who use the information in carrying out their responsibilities, and arbitrators or others engaged by the parties to resolve disputes, or as required by law or by court order.

(b) Such limited access status will not apply to summary data, by course, for the common "core" items contained in student course evaluations, which have been selected as such by the Board and made available by the University to the public on a regular basis.

ARTICLE 13
NON-REAPPOINTMENT

13.1 Policy. Faculty appointments will not create any right, interest, or expectancy in any other appointment beyond its specific terms, except as provided in section 14.3 (Alternative/Equivalent Employment) and section 16. 11 (Termination/Layoff), as it applies to tenured faculty.

13.2 Notice.

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

(1) Faculty in their first two (2) years of continuous University service will be provided with one (1) semester notice (or its equivalent, 19.5 weeks, for faculty appointed for more than an academic year); or

(2) Faculty with two (2) or more years of continuous University service will be provided with one (1) year notice.

(3) The provision of notice under this section does not provide rights to a Summer appointment beyond those provided in section 9.4(b).

(b) Faculty on "Soft Money."

(1) Faculty who are on "soft money," e.g., contracts and grants, sponsored research funds, and grants and donations trust funds, in their first five (5) years of continuous service will have the following statement or its equivalent included in their employment contracts:

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

(2) Faculty on "soft money," e.g., contracts and grants, sponsored research funds, and grants and donations trust funds, with five (5) or more years of continuous University service will be provided with ninety (90) days' notice, contingent upon funds being available in the contract or grant, except that faculty who are on "soft

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money" with five (5) or more years of continuous University service as of June 30, 1991 will be provided with one (1) year notice.

(c) Faculty who are appointed for less than one (1) academic year, who are appointed to a visiting appointment, who are appointed to a fixed multi-year appointment pursuant to section 9.4(f), or who are employed in an auxiliary entity are not entitled to notice that they will not be offered further employment, and the following statement or its equivalent will be included in their employment contracts:
"Your employment under this contract will cease on the date indicated. No further notice of cessation of employment is required."

(d) A faculty member who is entitled to written notice of non-reappointment in accordance with the provisions of section 13.2, above, who receives written notice that he or she will not be offered further appointment will be entitled, upon written request within twenty (20) days following receipt of such notice, to a written statement of the basis for the decision not to reappoint. Thereafter, the President or representative will provide such statement within twenty (20) days following receipt of such request. All such notices and statements are to be sent by certified mail, return receipt requested, or delivered in person to the faculty member with written documentation of receipt obtained.

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

13.4 Grievability. A faculty member who receives written notice of non-reappointment may, according to Article 22 (Grievance Procedures and Arbitration), contest the decision because of an alleged violation of a specific term of this Agreement or because of an alleged violation of the faculty member's Constitutional rights. Such grievances must be filed within thirty (30) days of receipt of the statement of the basis for the decision not to reappoint pursuant to section 13.2(d) or receipt of the notice of non-reappointment if no statement is requested.

13.5 Non-reappointment Considerations. If the decision not to reappoint was based solely upon adverse financial circumstances, reallocation of resources, reorganization of degree or curriculum offerings or requirements, reorganization of academic or administrative structures, programs, or functions, and/or curtailment or abolition of one (1) or more programs or functions, the University will take the following actions:

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

(b) Offer such faculty member, who is not otherwise employed in an equivalent full-time position, re-employment in the same or similar position at the University for a period of two (2) years following the initial notice of non-reappointment, should an opportunity for such re-employment arise.

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(1) Any offer of re-employment pursuant to this section must be accepted within fifteen (15) days after the date of the offer or at least seven (7) days prior to the first day of classes, whichever is sooner. Such acceptance will take effect not later than the beginning of the semester immediately following the date the offer was made.

(2) In the event such offer of re-employment is not accepted, the faculty member will receive no further consideration pursuant to this Article.

13.6 Resignation.

(a) A faculty member who wishes to resign has the professional obligation to provide the University with at least one (1) semester's notice, when possible.

(b) Upon the University's receipt of notice of resignation, all consideration for tenure and reappointment will cease.

ARTICLE 14
LAYOFF AND RECALL

14.1 Layoff Policy.

(a) Notification. When a layoff is to occur as a result of adverse financial circumstances; reallocation of resources; reorganization of degree or curriculum offerings or requirements; reorganization of academic or administrative structures, programs, or functions; or curtailment or abolition of one or more programs or functions, the University will notify the local UFF Chapter and the UFF state office no less than thirty (30) days prior to taking such action.

(b) Layoff unit. The layoff unit may be at any organizational level of the University, such as a campus, division, college/unit, school, department/unit, area, program, or other level of organization as the Board or the University deems appropriate.

(c) The basis for layoff is not grievable, however layoff procedure is grievable. For the purposes of grieving procedural violations of this Article, faculty will be permitted to file grievances subject to the conditions of Article 22 (Grievance Procedure and Arbitration).

14.2 Layoff Considerations. The selection of faculty in the layoff unit to be laid off will be determined as follows:

(a) No tenured faculty will be laid off if there are non-tenured faculty in the layoff unit.

(b) No non-tenured faculty in the layoff unit with more than five (5) years of continuous University service will be laid off if there are any such faculty members with five (5) years or less service.

(c) The sole instance in which only one (1) faculty member will constitute a layoff unit is when the functions that the faculty member performs constitute an area, program, or other level of organization at the University.

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(d) The provisions of section 14.2(a) and (b) will apply unless the University determines that an Affirmative Action employment program will be adversely affected. When an Affirmative Action program has been so affected the University will notify the UFF in writing.

(e) Where faculty are equally qualified under (a) or (b), above, those faculty will be retained who, in the judgment of the University, will best contribute to the mission and purpose of the University. In making such judgment, the University will carefully consider each faculty member 's length of continuous University service and will take into account other appropriate factors, including but not limited to

(1) performance evaluation by students, peers, and supervisors;

(2) the faculty member's academic training, professional reputation, teaching effectiveness, research record or quality of creative activity in which the faculty member is engaged; and

(3) service to the profession, community, and public.

(f) No tenured/fixed multi-year status faculty member will be laid off solely for the purpose of creating a vacancy to be filled by an administrator entering the bargaining unit.

(g) Layoff will not be used in lieu of termination procedures in Article 17 (Disciplinary Action).

(h) The University will notify the local UFF Chapter in writing regarding the use of adjunct and other non-unit faculty in those department/units where faculty have been laid off. The use of adjunct and other non-unit faculty in departments/units where faculty have been laid off may be the subject of consultation meetings pursuant to Article 2 (Consultation).

14.3 Alternative/Equivalent Employment. Upon request of the faculty member, the University will make a reasonable effort to locate appropriate alternate or equivalent employment for the laid-off faculty member within the University, where practicable, and to make known the results of the efforts to the person affected.

14.4 Notice.

(a) Faculty should be informed of layoff as soon as practicable. When circumstances permit, faculty with three (3) or more years of continuous University service should be provided at least one (1) year's notice; those with less service with at least six (6) months' notice.

(b) Formal written notice of layoff is to be sent by certified mail, return receipt requested, or delivered in person to the faculty member with written documentation of receipt obtained.

(c) The notice will include the following:

(1) effective date of layoff;

(2) reason for layoff;

(3) reason for shortened period of notification, if applicable;

(4) a statement of recall rights;

(5) a statement of appeal/grievance rights and applicable deadlines for filing; and

(6) a statement that the faculty member is eligible for consideration for retraining under the provision of section 24.4 (Retraining), for a period of two (2) years following the layoff.

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14.5 Re-employment/Recall.

(a) For a period of two (2) years following the layoff of a tenured faculty member who is not otherwise employed in an equivalent full-time position, such faculty member will be offered re- employment in the same or similar position at the University should an opportunity for such re- employment arise, if the faculty member's performance evaluations are satisfactory for two (2) of the three (3) years prior to layoff.

(1) "Satisfactory" with respect to an annual evaluation is when a majority of the faculty member's assigned duties are evaluated as at least "satisfactory" or "average."

(2) Any offer of re-employment pursuant to this section must be accepted within fifteen (15) days after the date of the offer or at least seven (7) days before the beginning of classes, whichever is sooner, such acceptance to take effect not later than the beginning of the semester immediately following the date the offer was made.

(3) In the event an offer of re-employment is not accepted, the faculty member will receive no further consideration pursuant to this Article.

(4) The University will notify the local UFF Chapter when an offer of re-employment is issued.

(b) A faculty member who held a tenured appointment on the date of termination by reason of layoff will resume the tenured appointment upon recall.

(c) Upon re-employment/recall, the faculty member will receive the same credit for years of service for purposes of layoff as held on the date of layoff.

(d) Upon re-employment/recall, the faculty member will receive salary at the prevailing wage rate for the position offered and accepted.

(e) Employee Assistance Programs. Consistent with the University's Employee Assistance Program, faculty participating in an Employee Assistance Program who receive a notice of layoff may continue to participate in that program for a period of ninety (90) days following the layoff.

14.6 Limitations. The provisions of sections 14.2 through 14.5 of this Agreement will not apply to those faculty described in sections 13.2(b) and (c), and 9.4(±).

ARTICLE 15
PROMOTION PROCEDURE

15.1 Policy.

(a) Promotion decisions are not merely a totaling of a faculty member's annual performance evaluations. Rather, the University, through its faculty, professional employees, and administrators, assesses the faculty member's potential for growth and scholarly contribution as well as past meritorious performance.

(b) Beginning with the second (2nd) year of employment, faculty eligible for consideration for promotion will be apprised of their progress toward promotion. The appraisal will be included as a separate section of the annual evaluation and is intended to provide assistance and counseling to candidates to help them to qualify themselves for promotion.

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

(d) The promotion appraisals are not binding on the University.

15.2 Criteria for Promotion.

(a) Promotion decisions will be a result of meritorious performance and will be based upon established criteria specified in writing by the Board or the University.

(b) All affected faculty will be given a copy of the criteria.

(c) Promotion criteria will be available in the department/unit office and/or at the college/division level.

15.3 Modification of Criteria.

(a) Modifying Criteria. The Board and the University may modify criteria for promotion so long as the UFF has been notified of the proposed changes and offered an opportunity to discuss such changes in consultation with the University President or representative.

(b) Changes in criteria will not become effective until one (1) year following adoption of the changes, unless mutually agreed to in writing by the UFF and the University.

(c) The date of adoption will be the date on which the changes are approved by the Chief Academic Officer.

(d) Any proposal to develop or modify promotion criteria will be available for discussion by members of the affected departments/units before adoption.

(e) The University is encouraged to review its promotion criteria at the University, college/division, or department/unit level to ensure that such criteria are consistent and that they comport with the mission of the University and its various academic units.

(f) Effect on Faculty. The provisions of section 10.3(f) (Equitable Opportunity) are applicable to the modified criteria. If a faculty member makes application for promotion within three (3) years following the effective date of changes in promotion criteria, such faculty member will be evaluated under the previous criteria unless he or she has notified the University in writing at least thirty (30) days prior to commencement of the promotion review process of a choice to be evaluated under the new criteria.

15.4 Recommendations and Procedures

(a) Recommendations for promotion will begin with the faculty member's supervisor and will be submitted to the appropriate officials for review.

(b) Recommendations for promotion will include a copy of applicable promotion criteria, along with the faculty member's annual work assignments and evaluations. The reviewers at any stage in the review process may request to view any promotion appraisals.

(c) Prior to the consideration of the faculty member's promotion, the faculty member will have the right to review the contents of the promotion file and may attach a brief response to any material therein.

(d) It will be the responsibility of the faculty member to see that the file is complete.

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(e) The provisions of sections 12.2 through 12.7 of this Agreement will apply to the contents of the promotion file.

(f) Evaluative materials or summaries thereof prepared by peer committees may be placed in the promotion file when signed by a representative of the committee.

(g) If any material is added to the file after the commencement of consideration, a copy will be sent to the faculty member within five (5) days (by personal delivery or by mail, return receipt requested).

(h) The faculty member may attach a brief response within five (5) days of his or her receipt of the added material. The file will not be forwarded until either the faculty member submits a response or until the second (2nd) five (5) day period expires, whichever comes first.

(i) The only documents which may be considered in making a promotion recommendation are those contained or referenced in the promotion file or those required to verify or clarify statements in the promotion file.

15.5 Notice of Decision.

(a) The faculty member will be notified in writing by the University within ten (10) days or as soon as possible thereafter of the decision with regard to promotion.

(b) If the application for promotion is denied, the faculty member may request, in writing and within twenty (20) days of receipt of the denial, a written statement by the University of the reasons for the denial.

(c) The written response will be provided by the University within thirty (30) days after the request.

ARTICLE 16
TENURE

16.1 Eligibility.

(a) Faculty with the rank of Assistant Professor, Associate Professor, Professor, and other faculty the Board may designate, will be eligible for tenure, unless appointed pursuant to section 9.4(f).

(b) The University may, by rule, make Assistant Professors ineligible for tenure. If the University explores this option, it will work through the system of shared governance. The UFF will be notified of any proposed rule and offered an opportunity to discuss such rule in consultation with the President or representative, as provided under Article 2 (Consultation). If the University promulgates a rule that makes Assistant Professors ineligible for tenure, such rule will only apply to faculty hired after the effective date of this Agreement.

(c) The Board may designate other positions as tenure-earning and will notify the faculty member of such status at the time of initial appointment.

(d) Tenure will be in a department/unit.

(e) Tenure will not extend to administrative appointments.

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16.2 Tenure Decision.

(a) A faculty member will normally be considered for tenure during the sixth (6th) year of continuous service in a tenure-earning position, including any prior service credit granted at the time of initial employment.

(b) A faculty member may seek to be considered for tenure earlier than the sixth (6th) year of continuous service if University policy permits, and as long as the faculty member complies with University policy.

(c) By the end of six (6) years of service at the University, a faculty member eligible for tenure will either be awarded tenure by the Board or given notice that further employment will not be offered.

(d) Decision by the Board. The Board will award tenure. This decision will normally be made at the first Board meeting following the end of the Spring semester, but no later than the following meeting.

(e) A faculty member being considered for tenure prior to the sixth (6th) year may withdraw from consideration on or before March 15 without prejudice.

16.3 Criteria for Tenure.

(a) The decision to award tenure to a faculty member will be a result of meritorious performance and will be based on established criteria specified in writing by the Board and the University. The decision will take into account the following:

(1) annual performance evaluations;

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

(3) the contributions of the faculty member to the faculty member's academic unit (program, department/unit, college/division); and

(4) the contributions the faculty member is expected to make to the institution.

(b) The University will give a copy of the criteria for tenure to faculty eligible for tenure, and each such faculty member will be apprised in writing once each year of the faculty member's progress toward tenure. The appraisal will be included as a separate section of the annual evaluation and is intended to provide assistance and counseling to candidates to help them qualify themselves for tenure.

(c) The tenure appraisals are not binding upon the University.

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

(e) Tenure criteria will be available in the department/unit office and/or at the college/division level.

16.4 Modification of Criteria.

(a) Modifying criteria. The Board and the University may modify the criteria for tenure so long as the UFF has been notified of the proposed changes and offered an opportunity to discuss such changes in consultation with the University President or representative.

(b) Changes in criteria will not become effective until one (1) year following adoption of the changes, unless mutually agreed to in writing by the UFF and the University.

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(c) The date of adoption will be the date on which the changes are approved by the Chief Academic Officer.

(d) Any proposal to develop or modify tenure criteria will be available for discussion by members of the affected departments/units before adoption.

(e) Effect on Faculty. The provisions of section 10.3(f) (Equitable Opportunity) are applicable to the modified criteria. Further, if a faculty member has at least three (3) years of tenure- earning credit as of the date on which the tenure criteria are adopted under section 16.4(a) through (d), above, the faculty member will be evaluated for tenure under the criteria as they existed prior to modification unless the faculty member has notified the University at least thirty (30) days prior to commencement of the tenure consideration that he or she has chosen to be evaluated under the newly-adopted criteria.

16.5 Recommendations and Procedures.

(a) Recommendations for awarding tenure will be made by the faculty member's supervisor and will include a poll by secret ballot of the tenured members of the faculty member's department/unit.

(b) The performance of a faculty member during the entire term of employment at the University will be considered in determining whether to grant tenure.

(c) Recommendations regarding tenure will include a copy of the applicable tenure criteria, the faculty member's annual work assignments, annual evaluations, student evaluations, and, if the faculty member chooses, the faculty member's tenure appraisals. The reviewers at any stage in the review process may request to view any tenure appraisals.

(d) Prior to the consideration of the faculty member's candidacy, the faculty member will have the right to review the contents of the tenure file and may attach a brief response to any materials therein.

(e) Evaluative material s or summaries thereof prepared by peer committees may be placed in the tenure file when signed by a representative of the committee.

(f) It is the responsibility of the faculty member to see that the file is complete.

(g) The provisions of sections 12.2 through 12.7 of this Agreement will apply to the contents of the tenure file.

(h) If any material is added to the file after the commencement of consideration, a copy will be sent to the faculty member within five (5) days (by personal delivery or by mail, return receipt requested).

(i) The faculty member may attach a brief response within five (5) days of his or her receipt of the added material. The file will not be forwarded until either the faculty member submits a response or until the second five (5) day period expires, whichever occurs first.

(j) The only documents which may be considered in making a tenure recommendation are those contained or referenced in the tenure file or those required to verify or clarify statements in the tenure file.

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16.6 Notice of Decision.

(a) The faculty member will be notified in writing by the University within ten (10) days or as soon as possible thereafter of the decision with regard to tenure.

(b) If the application for tenure is denied, the faculty member may request, in writing and within twenty (20) days of the receipt of the denial, a written statement by the University of the reasons for the denial.

(c) The written response will be provided by the University within thirty (30) days after the request.

16.7 Other Considerations.

(a) During the period of tenure-earning service, the faculty member's employment will be governed by the provisions of Article 13 (Non-reappointment).

(b) Part-time service of a faculty member employed at least one (1) semester in any twelve (12) month period will be accumulated. For example, two (2) semesters of half-time service will be considered one-half (1/2) year of service toward the period of tenure-earning service.

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

16.8 Transfer of Tenure. If transfer of tenure across State universities becomes possible, the University and the UFF will review options for such transfer during regular consultation as discussed in Article 2 (Consultation).

16.9 Tenure upon Appointment. Tenure may be granted to a faculty member by the Board at the time of initial appointment, upon recommendation of the appropriate administrator. The administrator will consider the recommendation of the department or equivalent unit prior to making his or her final tenure recommendation.

16.10 Leave. Authorized leaves of absence may, under the provisions of Article 19 (Leaves), be credited toward the period of tenure-earning service.

16.11 Termination/Layoff. Tenure guarantees annual reappointment for the academic year until voluntary resignation, retirement, removal for just cause in accordance with the provisions of Article 17 (Disciplinary Action) or Article 18 (Job Abandonment), or layoff in accordance with the provisions of Article 14 (Layoff and Recall), but does not extend to administrative appointments.

ARTICLE 17
DISCIPLINARY ACTION

17.1 Policy. The purpose of this Article is to provide a prompt and equitable procedure for disciplinary action taken with just cause.

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(a) Just cause is defined as
  (1) incompetence, or
  (2) misconduct.

(b) A faculty member's activities which fall outside the scope of employment will constitute misconduct only if such activities adversely affect the legitimate interests of the University.

17.2 Progressive Discipline. Both parties endorse the principle of progressive discipline as applied to professionals. When administering discipline, the University will consider the faculty member's disciplinary history, along with facts and circumstances of the faculty member's misconduct and /or job performance.

17.3 Notice of Intent to Suspend or Terminate. When the President or representative has reason to believe that a suspension or termination should be imposed, the President or representative will provide the faculty member with a written Notice of Intent to Suspend or Terminate and the reasons therefor.

(a) Notice of Intent to Suspend or Terminate will be sent by certified mail, return receipt requested, or delivered in person with written documentation of receipt obtained.

(b) The faculty member will be given ten (10) days in which to respond in writing to the President or representative before the proposed action is taken.

(c) After the ten (10) day period, the President or representative may issue a Notice of Disciplinary Action.

(d) If the President or representative does not, within forty-five (45) days of the date of the Notice of Intent to Suspend or Terminate, either
  (1) issue a Notice of Disciplinary Action or
  (2) advise the faculty member that he or she will not be disciplined, the faculty member may request a decision of the President or representative. In response, the University may take the action specified in (1) or (2), above, or may request an extension of up to forty-five (45) days. The University will provide this response within three (3) days. Such extension will be granted by the UFF and additional extensions may be requested, if needed, and will be granted by the UFF.

(e) If the President or representative does not issue any Notice of Disciplinary Action, the Notice of Intent to Suspend or Terminate will not be retained in the faculty member's master evaluation file or personnel file.

(f) The faculty member has the right to union representation during investigatory questioning that may reasonably be expected to result in disciplinary action.

17.4 Notice of Discipline.

(a) All Notices of Disciplinary Action will include a statement of the reasons therefor and a statement that the action is subject to Article 22 (Grievance Procedure and Arbitration).

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

17.5 Termination. A tenured appointment or any appointment of definite duration may be terminated during its term for just cause. A faculty member will be given written notice of termination at least six (6) months in advance of the effective date of such termination, except that

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in cases where the President or representative determines that a faculty member's actions adversely affect the functioning of the University or jeopardize the safety or welfare of the faculty member or members of the University community, the President or representative may give less than six (6) months' notice.

17.6 Disciplinary Action Other than Termination. The University retains its right to impose disciplinary action other than termination for just cause, including but not limited to suspension with or without pay. Counseling, including recommendation s for participation in an Employee Assistance Program, will not be considered disciplinary action.

17.7 Employee Assistance Program. Neither the fact of a faculty member's participation in an employee assistance program, nor the information generated by participation in the program, will be used as a reason for discipline under this Article, except for information related to a faculty member's failure to participate in an employee assistance program consistent with the terms to which the faculty member and the University have agreed.

17.8 Grievability. Disciplinary action may be grieved under the terms of Article 22 (Grievance Procedure and Arbitration) of this Agreement.

ARTICLE 18
JOB ABANDONMENT

18.1 Job Abandonment.

(a) If a faculty member is absent without authorized leave for twelve (12) or more consecutive days, the faculty member will be considered to have abandoned the position and voluntarily resigned from the University.

(b) Notwithstanding paragraph (a), above, if the faculty member's absence is for reasons beyond the faculty member's control and the faculty member notifies the University as soon as practicable, the faculty member will not be considered to have abandoned the position.

ARTICLE 19
LEAVES

19.1 Types of Leave. The following is an index of types of leave available under this Agreement. This index is provided for informational purposes only, and is not grievable (not subject to Article 22, Grievance Procedure and Arbitration).

Administrative Leave: Section 19.11, Section 19.11(f) Athletic Competition Leave: 19.11 (d)(3)
Annual Leave: Section: 19.10
Civil Disorder/Disaster Leave: Section 19.11(d)(2) Compulsory Leave: 19.9(c)
Court Appearances: Section 19.11(a) Emergency Closings: Section 19.11(e)
Family and Medical Leave (under the Family and Medical Leave Act): Section 19.7 Florida Disaster Volunteer Leave: Section 19.11(d)(1)
Holidays: Section 19.6

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Job Related Illness/Injury, Workers ' Compensation: Section 19.9(b) Jury Duty: Section 19.13(a)
Leave Pending Investigation: Section 19.11(c) Leave without Pay: Section 19.12
Military Leave: Section 19.13(b) Parental Leave: Section 19.8
Service Connected Disability Leave: Section 19.11(d)(4) Sick Leave: Section 19.9(a)
Workers' Compensation, Job Related Illness/Injury: Section 19.9(b)

19.2 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 will make a written request not less than one hundred twenty (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 will make a written request not less than sixty (60) days before the end of the leave, if practicable.

(c) The President or representative will 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 will subject the faculty member to the provisions of Article 18 (Job Abandonment).

19.3 Return from Leave. A faculty member who returns from an approved leave of absence with or without pay will be returned to the same classification, unless the University and the faculty member agree in writing to other terms and conditions. The return from Family and Medical Leave (under the FMLA) will be in accordance with section 19.7.

19.4 Accrual during Leave with Pay. A faculty member will 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 sabbatical or professional development programs, the faculty member will accrue leave in proportion to the pay status.

19.5 Tenure Status Credit during Periods of Leave. Semester(s) during which a faculty member is on compensated or uncompensated leave will not be creditable for the purpose of determining eligibility for tenure, except by mutual agreement of the faculty member and the University. In deciding whether to credit such leave toward tenure eligibility, the President or representative will 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 to the faculty member's field of employment, the benefits, if any, which accrue to the University by vi1tue of placing the faculty member on such leave, and other appropriate factors.

19.6 Holidays.

(a) A faculty member will be entitled to observe all official holidays designated in accordance with UWF/REG. 2.028. No classes will be scheduled on holidays. Classes not held because of a holiday will not be rescheduled.

(b) Supervisors shall not require a faculty member to perform duties on holidays.

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19.7 Family and Medical Leave Act (FMLA) Entitlements.

(a) The Family and Medical Leave Act of 1993 (hereafter 'FMLA") is the common name for the Federal law providing eligible faculty members (whether salaried or paid from Other Personnel Services (OPS) funds) an entitlement of up to four hundred and eighty (480) hours of leave without pay for qualified family or medical reasons.

(b) Faculty members on approved FMLA leave may not be employed elsewhere without the prior written approval of the University. Employees who have prior approved outside activity(ies) on file may continue the outside activity(ies).

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

(d) If any provision of this agreement is inconsistent with or in contravention of the Family and 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 will 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.

19.8 Parental Leave.

(a) A faculty member will 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 19.7.

(b) If a faculty member plans to use a combination of accrued leave and leave without pay, such request will include the specific periods for each type of leave requested.

(c) A salaried faculty member is entitled to a Parental Leave for up to six (6) months 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.

(d) The period of Parental Leave will begin no more than two (2) weeks before the expected date of the child's arrival.

(1) The President or representative will 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, 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 will 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 will be treated as a temporary disability and the faculty member will be allowed to use accrued sick leave credits when such temporary disability is certified by a health care provider.

(e) Upon agreement between the faculty member and the University, 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. However, such intermittent leave will be counted against the faculty member's FMLA entitlement.

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19.9 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 his or her position. When a faculty member's illness/injury may be covered by the Americans with Disabilities Act, the provisions of Public Law 101-336 will apply.

(a) Sick Leave.

(1) Accrual of Sick Leave.

a. A full-time in-unit faculty member will accrue sick leave at the rate of four (4) hours biweekly, based on eighty hours (80) of pay. When hours of the bi-weekly pay are less than eighty (80), the accrual will be pro-rated. – In-unit faculty may accrue sick leave without limitation as to the total number of hours that may be accrued.

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

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

(2) Uses of Sick Leave.

a. Sick leave will be accrued before being taken. In-unit faculty are eligible to participate in the Sick Leave Pool.

b. Sick leave will be authorized for the following:

(1) The faculty member's personal illness or injury, 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, in consultation with the supervisor. Approval of requests for use of reasonable amounts of sick leave for caring for a member of the employee's immediate family will 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 inthe household.

(4) The death of a member of the faculty member's immediate family (as defined in 19.9(a)(2)b3, above), in consultation with the supervisor. Approval of requests for use of reasonable amounts of sick leave for the death of a member of the faculty member's family will not be unreasonably withheld.

c. A continuous period of sick leave commences with the first (1st) 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 University will 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 will be five (5).

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

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e. A faculty member who becomes eligible for the use of sick leave while on approved annual leave will, 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 may require the 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 will 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 19.9(c).

(4) A faculty member on approved sick leave may not be employed elsewhere.

(5) If a faculty member with less than ten (10) years of University service, as counted by the Florida Retirement System, is laid off and re-employed by the University within one hundred (100) days, the University will restore the full balance of accrued sick leave.

(6) New faculty employees may transfer sick leave when transferring directly to UWF from one of the following governmental entities within Florida: State of Florida Agencies, State of Florida Universities (public, not private), Florida State Colleges, Florida Counties including Florida School Districts and Florida Cities. Acceptance of leave transfers is the decision of the UWF hiring department in accordance with the following maximums: no more than 80 hours of Sick Leave may be transferred. Transfer of leave must be agreed upon in writing by the hiring official and submitted to Human Resources for processing.

(7) Payment for Unused Sick Leave.

a. A faculty member with less than ten (10) years of University service, as counted by the Florida Retirement System, who separates from the University will not be paid for any unused sick leave.

b. A faculty member who began working at UWF after December 31, 2015 is not eligible for payment of unused sick leave.

c. A faculty member who has completed ten (10) or more years of University service, as counted by the Florida Retirement System, who began working at UWF prior to December 31, 2015, who 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 the University because of retirement for other than disability reasons, termination, or death, will be compensated at the faculty member's current regular hourly rate of pay for one-eighth (1/8) of all unused sick leave accrued prior to October 1, 1973, plus one-fourth (1/4) of all unused sick leave accrued on or after

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October 1, 1973; provided that one-fourth (1/4) of the unused sick leave since 1973 does not exceed four hundred and eighty (480) hours.

d. If a faculty member has received a lump sum payment for accrued sick leave, as in b., above, he or she may elect in writing, upon reemployment within one hundred (100) days, to restore his or her accrued sick leave. Restoration will be effective upon the repayment of the full lump sum leave payment.

e. Upon layoff, a faculty member with ten (10) or more years of University service, as counted by the Florida Retirement System, and who began working at UWF prior to December 31, 2015, will be paid for unused sick leave as described in paragraph b., above. The faculty member may request 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 will be restored to the faculty member, provided he or she 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 will be paid for sick leave in accordance with section 110.122, Florida Statutes as long as he or she meets the other conditions set forth in this paragraph.

f. All payments for unused sick leave authorized by this agreement and section 110.122, Florida Statutes, will be made in lump sum and will not be used in determining the average final compensation of a faculty member in any State administered retirement system. A faculty member will 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.

g. In the event of the death of a faculty member, payment for unused sick leave at the time of death will be made to an eligible faculty member 's beneficiary, if a beneficiary has been named for the faculty member's retirement account; the faculty member's estate, if a beneficiary as not been named; or as required by law. To be eligible, the employee must have begun working at UWF prior to December 31, 2015 and meet the other conditions of paragraph (7).

(b) Job-Related Illness/Injury.

(1) A faculty member who sustains a job-related illness/injury that is compensable under the Workers' Compensation Law will 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 will the faculty member's salary and Workers' Compensation benefits

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exceed the amount of the faculty member's regular salary payments; or

b. The faculty member will be placed on leave without pay and will receive normal Workers' Compensation benefits if

1. the faculty member has exhausted all accrued leave in accordance with paragraph (b)(2)a, above, or
2. the faculty member elects not to use accrued leave.

(3) This period of leave with or without pay will be in accordance with Chapter 440 (Workers' 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. The President or representative may, based upon a current medical certification by a health care provider prescribed in accordance with Chapter 440 (Workers' 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 on Compulsory Leave.

a. If a faculty member is unable to perform assigned duties due to illness/injury or may pose a health risk to the University community, the President or representative may require the faculty member to submit to a medical examination, the results of which will be released to the University, by a health care provider chosen and paid by the University, 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 will submit the appropriate medical certification(s) to the University.

b. If the University agrees to accept the faculty member's choice of a health care provider, the University 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 will place the faculty member on compulsory leave.

(2) Conditions of Compulsory Leave.

a. Written notification to the faculty member placing him or her on compulsory leave will 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.

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b. The compulsory leave period may be leave with pay, leave without pay, or a combination of both.

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

d. During the course of the compulsory leave, the faculty member will authorize the physician to report to the President or representative and Human Resources to ensure that the conditions of the leave are being met and to review the conditions and terms of the leave outlined in the medical certification before the faculty member returns to full-time employment.

(3) Duration. Compulsory leave, with or without pay, will be for a period not to exceed the duration of the illness/injury or one (1) year, whichever is less.

(4) Failure to Complete Conditions of Compulsory Leave or Inability to Return to Work. If the faculty member fails to fulfill the terms and conditions of a compulsory leave and/or is unable to return to work and perform assigned duties at the end of the 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 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.

19.10 Parental Leave Paid Program.

(1) Twice in the course of employment at the University, an employee may request and be granted paid parental leave for the birth or adoption of a child; not to exceed one semester (for instructional faculty) or three months for non-instructional employees. No two members of the same family may request to participate in the parental leave paid program at the same time or for the same event (birth or adoption of a child).

(2) Commitment to return. An employee must agree in writing to return to University employment for at least one academic year (calendar year for non-instructional faculty) following participation in the parental leave paid program or reimburse the University for the salary received during the leave period.

(3) Commitment to Reimburse. An employee who utilizes the parental leave paid program and who remains in University employment for at least one academic year (calendar year for non-instructional faculty) shall have the total number of hours used during the parental leave paid program deducted from the employee's sick leave and/or annual leave upon separation from the University. An employee who utilizes the parental leave paid program, but does not remain in University employment for at least one academic year (calendar year for non-instructional faculty) or who has an insufficient leave balance at the time of separation from the University, will be required to reimburse the University for the remaining liquidated equivalent of all salary paid while on the parental leave paid program.

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19.11 Sick Leave Early Buy-Back Program. The University will provide employees who have a vested entitlement to a sick leave pay out upon separation pursuant to section 19.9 the option of a cash payment of available sick leave, once in their course of employment, to the maximum benefit allowed by the University's "Hours of Work and Benefits" policy (in effect on the date of execution of this contract). Employees who obtain the early payout will continue to accrue sick leave for their use if they are sick in accordance with the "Hours of Work and Benefits" policy, but will not be entitled to receive any payment for accrued sick leave upon separation from the University. The early sick leave payment will be calculated as follows: the number of hours cashed in accordance to the maximum available and allowed by the "Hours of Work and Benefits" (in effect on the date of execution of this contract) policy multiplied by .5 of the faculty members' hourly rate on the date of the payment.

19.12 Annual Leave

(a) Accrual of Annual Leave.

(1) Full-time faculty appointed for more than nine (9) months, except faculty on academic year appointments, will accrue annual leave at the rate of seven (7) hours biweekly (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 employees). The hours accrued will be credited at the conclusion of each pay period or, upon termination, at the effective date of termination. Faculty may accrue annual leave in excess of the year end maximum during a calendar year. Faculty with accrued annual leave in excess of the year end maximum as of December 31, will 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 appointed for more than nine (9) months, except faculty on academic year appointments, will accrue annual leave at a rate directly proportionate to the percent of time employed.

(3) Academic year faculty and faculty appointed for less than nine (9) months will not accrue annual leave.

(b) Use of Annual Leave.

(1) Annual leave will be accrued before being taken, except in those instances where the President or representative may authorize the advancing of annual leave.

(2) 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 will deduct from the faculty member's pay, the cost of any annual leave advanced under this provision.

(3) All requests for annual leave will be submitted by the faculty member to the supervisor as far in advance as possible and appropriate.

(4) Approval of the dates on which a faculty member wishes to take annual leave will be at the discretion of the supervisor and will be subject to the consideration of departmental/unit and organizational scheduling.

(5) New faculty employees may transfer annual leave (vacation) when transferring directly to UWF from one of the following governmental entities within Florida: State of Florida Agencies, State of Florida Universities (public, not private), Florida State

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Colleges, Florida Counties including Florida School Districts and Florida Cities. Acceptance of leave transfers is the decision of the UWF hiring department in accordance with the following maximums: no more than 80 hours of Annual (Vacation) Leave may be transferred. Transfer of leave must be agreed upon in writing by the hiring official and submitted to Human Resources for processing.

(c) Payment for Unused Annual Leave Earned While An In-Unit Employee.

(1) A faculty member may receive a payout of unused annual leave for up to a total of 352 hours for his or her entire career, whether the hours were earned as an in-unit employee. The payout terms for unused annual leave earned as an out-of-unit employee are contained in the UWF Human Resources policies. The payout terms for unused annual leave earned as an in-unit employee are set forth in (2) below.

(2) A faculty member may seek payout for unused annual leave earned while an in-unit faculty member up to twice in his or her entire career at UWF. This may occur at the time of transition from an annual leave accruing in-unit contract to an academic contract, and/or at the time the faculty member terminates his or her employment with the University. Regardless of whether there is one payout or two, no more than a total of 352 hours of unused leave (whether earned in- unit or out-of-unit) may be paid out over the span of an individual's entire career.

(3) The amount of the payout will be at the rate the faculty member was earning as of his/her last day of work in the annual leave accruing in-unit contract.

(4) Upon layoff, a faculty member shall be paid for up to forty-four (44) days (352 hours) of unused annual leave in lump sum. For faculty who are re-employed by the University within twelve (12) calendar months following layoff, all unused annual leave will 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.

(5) In the event of the death of the faculty member, payment for all unused annual leave at the time of death, for the number of hours of unused annual leave that have not already been paid out, up to (352 hours), will be made to the faculty member's beneficiary, if a beneficiary has been named for the faculty member's retirement account, or the faculty member's estate, if a beneficiary has not been names, or as required by law.

19.13 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 will be granted leave with pay and any jury or witness fees will be retained by the faculty member; leave granted hereunder will 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 Article 21 (Conflict of Interest/Outside Activity) and the University's policies and rules relative to outside employment/conflict of interest.

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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 his or her 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 will be considered a part of the faculty member's job assignment, and the faculty member will be paid per diem and travel expenses and will 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, will be granted leave with pay during periods in which he or she is engaged in annual field training or other active or inactive duty for training exercises. Such leave with pay will 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 will be granted leave with pay on all days when ordered to active service by the State. Such leave with pay will not exceed thirty (30) days at any one time.

(3) Other Military Leave.

a. A faculty member, except a faculty member who is employed in a temporary position or employed on a temporary basis, who is drafted, who volunteers for active military service, or who is ordered to active duty (not active duty training) will 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 will be verified by official orders or appropriate military certification. The first thirty (30) days of such leave will be with full pay and will not affect a faculty member's annual or sick leave balance. The remainder of military leave will be without pay unless the faculty member elects to use accumulated annual leave or appropriate leave as provided in (4) below, or the University 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 will 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 will govern the granting of military leave and the faculty member's re-employment rights.

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d. Use of accrued leave is authorized during a military leave without pay in accordance with section 19.12.

(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 will commence immediately upon the President or representative providing the faculty member with a written notice of the reasons therefor. The leave will 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 will 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 representative and will not exceed two (2) days on any one (1) 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 will be granted for the purpose of preparing for and engaging in the competition for the period of the official training camp and competition, not to exceed thirty (30) days in a calendar year.

(4) Leave for re-examination or treatment with respect to service-connected disability is provided by section 110.119, Florida Statues, for a faculty member who has such rating by the United States 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 will be approved and will 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 will determine whether the University, or any portion thereof, is affected by the emergency and is to be closed. Such closings will be only for the period it takes to

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restore normal working conditions. Leave resulting from such an emergency closing will not reduce faculty members' leave balances.

(f) Administrative Leave. If deemed to be in the best interest of the University, a faculty member may be placed on administrative leave with or without pay.

19.14 Leave without Pay.

(a) Granting. Upon request of a faculty member, the President or representative will grant a 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. Such leave may be extended upon mutual agreement.

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

(c) Retirement Credit. Retirement credit for such periods of leave without pay will 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 will retain accumulated sick leave and annual leave, but will 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 19.9(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 will be approved for up to six (6) months, but may be approved for up to one (1) year for the serious health condition of the faculty member or a member of the faculty member's immediate family.

c. The employer contribution to the State insurance program will 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 will be made at the time of the faculty member's request for the leave without pay. Such request will 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 cause the faculty member to reconsider the combination of leave with and without pay, the faculty member may request approval of revisions to the original approval. Such revisions will only apply prospectively to the leave remaining.

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ARTICLE 20
INVENTIONS AND WORKS

20.1 University Authority and Responsibilities. Section 1004.23, Florida Statutes, authorizes each University to establish rules and procedures regarding patents, copyrights, and trademarks. Such rules and procedures will be consistent with the terms of this Article.

20.2 Definitions. The following definitions will apply in Article 20:

(a) A "work" includes any copyrightable material, such as printed material, computer software or databases, audio and visual material, circuit diagrams, architectural and engineering drawings, lectures, musical or dramatic compositions, choreographic works, pictorial or graphic works, and sculptural works. Instructional technology material, as defined in section 10.9(a), Instructional Technology, is included in the definition.

(b) An "invention" includes any discovery, invention, process, composition of matter, article of manufacture, know-how, design, model, technological development, strain, variety, culture of any organism, or portion, modification, translation, or extension of these items, and any mark used in connection with these items. Instructional technology material, as defined in section 10.9(a), Instructional Technology, is included in this definition.

(c) "Instructional technology material" is defined in section 10.9(a), Instructional Technology.

(d) "University support" includes the use of University funds, personnel, facilities, equipment, materials, or technological information, and includes such support provided by other public or private organizations when it is arranged, administered, or controlled by the University.

20.3 Works.

(a) Independent Efforts. A work made in the course of independent efforts is the property of the faculty member, who has the right to determine the disposition of such work and the revenue derived from such work. As used in this section, the term "independent efforts" means that:

(1) the ideas came from the faculty member;

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

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

(b) University Supported Efforts.

(1) If the work was not made in the course of independent efforts, the work is the property of the University and the faculty member will share in the proceeds therefrom.

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

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

b. works developed without the use of appreciable University support and used solely for the purpose of assisting or enhancing the faculty member's instructional assignment.

(c) Disclosure.

(1) Upon the creation of a work and prior to any publication, the faculty member will disclose to the President or representative any work made in the course of University

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supported efforts, together with an outline of the project and the conditions under which it was done. Consistent with the provisions of section 20.3(b)(2)a., above, faculty need not disclose regarding books, articles, and similar works, the intended purpose of which is to disseminate the results of academic research or scholarly work.

(2) The President or representative will assess the relative equities of the faculty member and the University in the work.

(3) Within sixty (60) days after such disclosure, the President or representative will inform the faculty member whether the University seeks an interest in the work, and a written agreement will thereafter be negotiated to reflect the interests of both parties, including provisions relating to the equities of the faculty member and the allocation of proceeds resulting from such work. Creation, use, and revision of such works will also be the subject of the written agreement between the faculty member and University, as well as provisions relating to the use or revision of such works by persons other than the creator. The faculty member will assist the University in obtaining releases from persons appearing in, or giving financial or creative support to, the development or use of these works in which the University has an interest. All such agreements will comport with and satisfy any pre-existing commitments to outside sponsoring contractors.

(4) The faculty member and the University will not commit any act which would tend to defeat the University's or the faculty member's interest in the work and will take any necessary steps to protect such interests.

20.4 Inventions.

(a) Disclosure/University Review.

(1) A faculty member will fully and completely disclose to the President or representative all inventions which the faculty member develops or discovers while employed by the University, together with an outline of the project and the conditions under which it was done. With respect to inventions made during the course of approved outside employment, the faculty member may delay such disclosure, when necessary to protect the outside employer's interests, until the decision has been made by the outside employer whether to seek a patent.

(2) If the University wishes to assert its interest in the invention, the President or representative will inform the faculty member within one hundred twenty (120) days of the faculty member's disclosure to the President or representative.

(3) The President or representative will conduct an investigation which will assess the relative equities of the faculty member and the University in the invention, and determine its importance and the extent to which the University should be involved in its protection, development, and promotion.

(4) The President or representative will inform the faculty member of the University's decision regarding the University's interest in the invention within a reasonable time, not to exceed one hundred thirty-five (135) days from the date of the disclosure to the President or representative.

(5) The division, between the University and the faculty member, of proceeds generated by the licensing or assignment of an invention will be negotiated and reflected in a

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written contract between the University and the faculty member. All such agreements will comport with and satisfy any pre-existing commitments to outside sponsoring contractors.

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

(b) Independent Efforts. All inventions made outside the field or discipline in which the faculty member is employed by the University and for which no University support has been used are the property of the faculty member, who has the right to determine the disposition of such work and revenue derived from such work. The faculty member and the President or representative may agree that the patent for such invention be pursued by the University and the proceeds shared.

(c) University Supported Efforts. An invention which is made in the field or discipline in which the faculty member is employed by the University, or by using University support, is the property of the University and the faculty member will share in the proceeds therefrom.

(d) Release of Rights.

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

(2) At any stage of making the patent applications, or in the commercial application of an invention, if it has not otherwise assigned to a third party the right to pursue its interests, the President or representative may elect to withdraw from further involvement in the protection or commercial application of the invention. At the request of the faculty member in such case, the University will transfer the invention rights to the faculty member, in which case the invention will be the faculty member's property and none of the costs incurred by the University or on its behalf will be assessed against the faculty member.

(3) All assignments or releases of inventions, including patent rights, by the President or representative to the faculty member will contain the provision that such invention, if patented by the faculty member, will be available royalty-free for governmental purposes of the State of Florida, unless otherwise agreed in writing by the University.

(e) University Policy.

(1) The University will have a policy addressing the division of proceeds between the faculty member and the University.

(2) Such policy will be the subject of consultation meetings pursuant to section 2.1 (Consultation with President).

(f) Execution of Documents. The University and the faculty member will sign an agreement individually recognizing the terms of this Article.

20.5 Outside Activity.

(a) Although a faculty member may, in accordance with Article 21 (Conflict of Interest/Outside Activity), engage in outside activity, including employment, pursuant to a

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consulting agreement, requirements that a faculty member waive the faculty member's or University's rights to any work or inventions which arise during the course of such outside activity must be approved by the President or representative.

(b) A faculty member who proposes to engage in such outside activity will furnish a copy of this Article and the University's patents policy to the outside employer prior to or at the time a consulting or other agreement is signed, or if there is no written agreement, before the employment begins.

ARTICLE 21
CONFLICT OF INTEREST / OUTSIDE ACTIVITIY

21.1 Policy.

(a) A faculty member is bound to observe, in all official acts, the highest standards of ethics consistent with the code of ethics of the State of Florida (Chapter 112, Part III, Florida Statutes), the advisory opinions rendered with respect thereto, Board of Governors' rules, and University rules. Other provisions of State law govern obligations and responsibilities of faculty members who receive State compensation in addition to their annual salary.

(b) Nothing in this Article is intended to discourage a faculty member from engaging in outside activity in order to increase the faculty member's professional reputation, service to the community, or income, subject to the conditions stated herein.

21.2 Definitions.

(a) "Outside activity" will mean any private practice, private consulting, additional teaching or research, or other activity, compensated or uncompensated, which is not part of the faculty member's assigned duties and for which the University has provided no compensation.

(b) "Conflict of interest" will mean

(1) any conflict between the private interests of the faculty member and the public interests of the University, the Board of Trustees, or the State of Florida, including conflicts of interest specified under Florida Statutes; or

(2) any activity which interferes with the full performance of the faculty member's professional or institutional responsibilities or obligations.

21.3 Conflicts of Interest Prohibited. Conflicts of interest, including those arising from University or outside activities, are prohibited. Faculty are responsible for resolving such conflicts of interest, working in conjunction with their supervisor and other University officials.

21.4 Report of Outside Activity.

(a) A faculty member who proposes to engage in any outside activity which the faculty member should reasonably conclude may create a conflict of interest, or in any outside compensated professional activity, will report to his or her supervisor, in writing, the details of such proposed activity prior to engaging therein.

(b) The report, as described in section 21.4(a) will include, where applicable, the name of the employer or other recipient of services; the funding source; the location where

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such activity will be performed; the nature and extent of the activity; and any intended use of University facilities, equipment, or services.

(c) A new report will be submitted for outside activity previously reported at:

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

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

(d) The reporting provisions of this section will not apply to activities performed wholly during a period in which the faculty member has no appointment with the University.

(e) Any outside activity which falls under the provisions of this Article and in which the faculty member is currently engaged but has not previously reported, will be reported within sixty (60) days of the execution of this Agreement and will conform to the provisions of this Article.

21.5 Expedited Grievance Procedure.

(a) In the event the proposed outside activity is determined to constitute a conflict of interest, and the faculty member disagrees with that determination, the faculty member may file a grievance under the expedited grievance procedure contained in Article 22 (Grievance Procedure and Arbitration), section 22.16.

(b) The faculty member may engage in such outside activity pending a resolution of the matter pursuant to section 21.5(a).

(c) If the resolution of the matter is that there is a conflict of interest, the faculty member will cease such activity immediately and may be required to tum over to the University all or part of compensation earned therefrom.

21.6 Use of University Resources. A faculty member engaging in any outside activity will not use the facilities, equipment, or services of the University in connection with such outside activity without prior approval of the President or representative. Approval for the use of University facilities, equipment, or services may be conditioned upon reimbursement for the use thereof.

21.7 No University Affiliation. A faculty member engaging in outside activity will take reasonable precautions to ensure that the outside employer or other recipient of services understands that the faculty member is engaging in such outside activity as a private citizen and not as an employee, agent, or spokesperson of the University.

ARTICLE 22
GRIEVANCE PROCEDURE AND ARBITRATION

22.1 Policy/Informal Resolution. The purpose of this Article is to promote a prompt and efficient procedure for the investigation and resolution of grievances. The procedures hereinafter set forth will be the sole and exclusive method for resolving the grievances of faculty as defined herein.

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The University of West Florida and the UFF recognize the benefits of having grievances resolved in a way that ensures a timely and equitable outcome based on good faith efforts on the part of both parties. The notion of a timely resolution implies that at the first and every level of the process, both parties establish resolution of the grievance as the highest priority. The notion of an equitable outcome implies that both parties commit to a sustained and in-depth analysis of the dispute and associated evidence and documentation. Both parties acknowledge the benefits of having early and equitable resolution of disputed issues.

22.2 Resort to Other Procedures.

(a) It is the intent of the parties to provide in this Article an opportunity for the resolution of a dispute through the grievance procedure and arbitration process.

(b) Except as noted below, if prior to seeking resolution of a dispute by filing a grievance according to this Article or while the grievance proceeding is in progress, a faculty member requests, in writing, resolution of the matter in another forum, whether administrative or judicial, the University will have no obligation to entertain or proceed further with the matter pursuant to this grievance procedure.

(c) As an exception to this provision, a grievant may file an EEOC charge while the grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. §2000 et. seq.

(d) Further, since the parties do not intend that this grievance procedure be a device for appellate review, the President's response to a recommendation of a hearing officer or other individual or group having appropriate jurisdiction in any other procedure will not be an act or omission giving rise to a grievance under this procedure.

22.3 Representation.

(a) The UFF will have the exclusive right to represent any faculty member in a grievance filed under this Agreement, unless the faculty member elects self-representation or to be represented by legal counsel.

(b) If a faculty member elects not to be represented by the UFF, the University shall promptly inform the UFF Vice President of Grievances in writing within 7 calendar days of the grievance filing date.

(c) No resolution of any individually processed grievance will be inconsistent with the terms of this Agreement and for this purpose the UFF will have the right to have an observer present at all meetings called for the purpose of discussing such grievance and shall be sent copies of all decisions at the same time as they are sent to the other parties.

22.4 Definitions and Forms. As used herein:

(a) The term "grievance" shall mean a dispute filed on a form referenced in section 22.4(d) concerning the interpretation or application of a specific term or provision of this Agreement, subject to those exclusions appearing in other Articles of the Agreement.

(b) The term "grievant" shall mean the UFF, a faculty member, or a group of faculty members when a grievance has been filed in a dispute over a provision of this Agreement. A grievance filed by the UFF which alleges a violation of its rights by the University will be initiated at Step 2.

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(c) The parties may agree in writing to consolidate grievances of a similar nature to expedite the review process. In a consolidated grievance, one Appendix "C," "D," or "E," as appropriate, may be attached, bearing the signatures of the grievants.

(d) Grievance Forms. Each grievance, request for review, and notice of arbitration must be submitted in writing on the appropriate form attached to this Agreement as Appendices "C", "D," or "E," as appropriate, and will be signed by the grievant. The aforementioned grievance forms, as well as Appendix, "H," may be filed by means of personal delivery, fax, United States mail, or any other recognized means of delivery including electronic mail as long as receipt is in a verifiable format.

22.5 Grievance Procedure.

(a) This grievance procedure will be the sole formal review mechanism for resolving disputes regarding rights or benefits which are provided exclusively by this Agreement.

(b) Filing Grievance Forms.

(1) A grievance will be filed with the Office of the Provost at Step 1, or in the case of a grievance initiated at Step 2, with the designated representative in the Office of the President.

(2) The grievant may amend the Appendix "C" form one time, either prior to the Step 1 meeting for all grievances filed at Step 1, or prior to the Step 2 review for all grievances filed directly at Step 2.

(3) Only those acts or omissions and sections of the Agreement identified at the initial filing, or the initial filing as amended, may be considered at subsequent steps.

(c) Time Limits.

(1) The grievance will be filed within thirty (30) days following the act or omission complained of, or the date on which the grievant knew or reasonably should have known of such act or omission, if that date is later.

(2) Thirty (30) days will be determined by a date stamp affixed by the office receiving the grievance, if hand delivered; or by the date recorded by verifiable electronic receipt; or by the postmark, if the grievance is mailed. The office receiving the grievance will send a copy of the date stamped document to the grievant or the grievant's representative within three (3) calendar days.

(3) If there is difficulty in meeting the time limit, the UFF representative may sign the grievance form for the grievant; however, the grievant's signature will be provided prior to the Step 1 meeting or Step 2 review if filed directly at Step 2. For UFF grievances filed by the Vice President of Grievances on behalf of UFF, no faculty signatures will be required.

(4) A faculty member may seek redress of alleged salary discrimination by filing a grievance under the provisions of this Article. An act or omission giving rise to such a grievance may be the faculty member's receipt of his or her pay or pay notification for the first full pay period in which the salary increases referenced in Article 25 (Salaries) are reflected.

(5) Time limits contained in this Article may only be extended by mutual agreement, in writing, of the University and the grievant.

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(6) Time periods between semesters, when regular classes are not scheduled to be held, will not be counted toward time limits for the initial filing of a grievance or for grievance processing. The suspense period will begin at the end of the last day of the final exam period and will end on the first day of regularly scheduled classes. The parties may, by mutual written agreement, continue processing a previously filed grievance during a suspense period.

(7) Upon the failure of the University to provide a decision or conduct a hearing within the time limits provided in this Article, the grievant or the UFF, where appropriate, may appeal to the next step. The University will not be considered delinquent in complying with the thirty-day time limit so long as at least two dates and times in normal business hours have been offered by the University for the meeting/hearing during the thirty-day period.

(8) Upon the failure of the grievant or the UFF, to file an appeal within the time limits provided in this Article, the grievance will be deemed to have been resolved by the decision at the prior step.

(d) Postponement Seeking Informal Resolution.

(1) The grievant may, in the written grievance at the initial filing (Step 1 or Step 2), request the postponement of any action in processing the grievance formally for a period of up to thirty (30) calendar days. The initial request will be granted. During this period efforts to resolve the grievance informally will be made.

(2) Upon the grievant's written request, additional extensions should be granted, unless to do so would impede resolution of the grievance.

(3) Upon request, the Provost or designee may, during the postponement period(s), arrange an informal meeting between the appropriate administrator and the grievant. If the grievance is initially filed at Step 2, the President or representative will meet informally with the UFF, if the UFF so requests, during the postponement period.

(4) The grievant shall have the right to representation by the UFF during attempts at the informal resolution of the grievance.

(5) The grievant may, at any time, terminate the postponement period by giving written notice to the Provost or representative (if the grievance is initially filed at Step 1) or the President or representative (if the grievance is initially filed at Step 2) that the grievant wishes to proceed with the Step 1 meeting (or Step 2 meeting for grievances initially filed at Step 2).

(6) If the grievance is resolved informally during the postponement period or any extensions thereof, the grievance is deemed to be immediately resolved.

(7) In the case of a grievance filed pursuant to the Expedited Grievance Procedure referenced in section 22.15, the postponement period will be no more than seven (7) days unless the faculty member and the University agree in writing otherwise.

(e) Step 1.

(1) Meeting

a. The Provost or representative and the grievant and the grievant's representative will meet no later than thirty (30) calendar days following (a) receipt of the grievance if no postponement is requested, (b) receipt of written notice that the grievant wishes to proceed with the Step 1 meeting, if a postponement was requested, or (c) expiration of the postponement period or any extensions

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thereof without withdrawal of the grievance.

b. In advance of the Step 1 meeting, the grievant will have the right, upon written request, to a copy of any identifiable documents relevant to the grievance.

c. At the Step 1 meeting, the grievant will have the right to present any evidence in support of the grievance, and the grievant and/or the UFF representative or the grievant's legal counsel (if selected pursuant to section 22.3) and the Provost or representative shall discuss the grievance and attempt to find an equitable resolution.

(2) Decision.

a. The Provost or representative shall issue a written decision, stating the reasons for the decision, within thirty (30) calendar days following the conclusion of the final meeting. The Provost will distribute the written decision to the grievant, the grievant's representative, and all parties required to take action as a result of the decision.

b. Thirty (30) calendar days will be determined by a date stamp affixed by the office receiving the written decision, if the decision is hand delivered, or the postmark, if the decision is delivered by certified mail or verifiable electronic receipt.

c. All documents referred to in the decision and any additional documents presented by the grievant will be attached to the decision, together with a list of these documents.

d. A copy of the decision will be sent by certified mail to the UFF if the grievant elected self-representation or representation by legal counsel.

(f) Step 2.

Step 2 involves a review of Step 1 decisions, as well as those disputes that have been filed directly with the President by the UFF.

(1) Initial Meeting for Grievances Initially Filed at Step 2.

a. The President or representative and the UFF will meet no later than thirty (30) calendar days following (a) receipt of the grievance if no postponement is requested, (b) receipt of written notice that the UFF wishes to proceed with the Step 2 meeting, if a postponement was requested, or (c) expiration of the postponement period or any extensions thereof without withdrawal of the grievance.

b. In advance of the Step 2 meeting, the UFF will have the right, on written request, to a copy of any identifiable documents relevant to the grievance.

c. At the Step 2 meeting, the UFF will have the right to present any evidence in support of the grievance, and the UFF and the President or representative will discuss the grievance and attempt to find an equitable resolution.

(2) Review of Step 1 Decision, for Grievances Initially Filed at Step 1.

a. If the grievance is not satisfactorily resolved at Step 1, the grievant may file a written request for review with the President within thirty (30) calendar days following receipt of the Step 1 decision by the grievant, if self-represented, or by the grievant's representative.

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b. Thirty (30) calendar days will be determined by a date stamp affixed by the office receiving the request for review, if the request is hand delivered or by the postmark, if the request is mailed or by verified electronic receipt. The office receiving the request for review will send a copy of the date stamped document to the grievant's representative by certified mail within three (3) calendar days.

c. The President or representative, who is not the direct supervisor of the Step 1 representative, and the grievant, if self-represented, or the grievant's representative will meet for the purpose of reviewing the matter no later than thirty (30) calendar days following receipt of the request for review.

(3) Decision.

a. The President or representative will issue a written decision, stating the reasons for the decision, to the grievant, if self-represented, or to grievant's Step 2 representative and to the UFF (if the grievant is not represented by the UFF) within thirty (30) calendar days following the conclusion of the review meeting.

b. Thirty (30) calendar days will be determined by a date stamp affixed by the office receiving the decision, if the decision is hand delivered, or by the postmark, if the decision is delivered by certified mail.

(g) Step 3. Arbitration

(1) Filing. If the grievance has not been satisfactorily resolved at Step 2, the UFF may proceed to arbitration by filing a written notice of the intent to do so.

a. Notice of intent to proceed to arbitration will be filed with the President or representative within thirty (30) calendar days after receipt of the Step 2 decision and will be signed by the grievant and the State UFF President or the UFF Director of Arbitrations.

b. Thirty (30) calendar days will be determined by a date stamp affixed by the office receiving the notice, if the notice is hand delivered; or by the postmark or by verifiable electronic receipt, if the notice is delivered by certified mail.

c. The office receiving the notice will send a copy of the date stamped document to the grievant, if self-represented, or to the grievant's Step 2 representative within three (3) calendar days.

d. A thirty (30) calendar day extension for filing a notice of intent to proceed to arbitration may be granted by mutual written agreement between the parties.

e. The parties will arbitrate only the issues submitted on the initial grievance form, including any amendment made pursuant to section 22.5(b)(2)

(2) Selection of Arbitrator.

a. Representatives of the University and the UFF will meet within sixty (60) calendar days after the execution of this Agreement in order to select an Arbitration Panel of up to nine (9) members.

b. Within fourteen (14) calendar days after the filing of a notice of intent to proceed to arbitration, representatives of the University and the UFF will meet to select an arbitrator from the Panel.

c. The parties may, by mutual written agreement, select as an arbitrator an individual who is not a member of the Arbitration Panel.

d. Selection from the Arbitration Panel will be by mutual written agreement or by

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alternately striking names from the Arbitration Panel list until one (1) name remains.

e. The right of the first choice to strike from the list will be determined by the flip of a coin with the first grievance to proceed to arbitration each calendar year, and then will alternate between the UFF and UWF. Section 22.5(b)(2) above will be used in this regard.

f. If the parties are unable to agree to a Panel of arbitrators, the selection and assignment of an arbitrator will proceed under the normal rules of the American Arbitration Association ("AAA").

g. If the parties are unable to agree upon which of the nominees, from a panel provided by the AAA, will serve as arbitrator, then the arbitrator will be chosen by each party alternately striking names and the name remaining will be the arbitrator. Section (2) e above will be used in this regard.

(3) Jurisdiction.

a. In any arbitration proceeding wherein a question concerning the arbitrator's jurisdiction over the grievance is raised, the decision of the jurisdictional issue will be separated from the substantive issue(s).

b. The question of jurisdiction shall be determined by the means of a hearing conducted before an arbitrator by a conference call within 15 calendar days. Extensions may be mutually agreed upon in writing by UFF and UWF.

c. The arbitrator will rule upon the jurisdictional issues within ten (10) days of the hearing.

d. If the issue is judged to be arbitral, an arbitrator will be selected to hear the substantive issue(s) in accordance with the provisions of section 22.5(g)(2).

e. The parties may by mutual agreement choose the same arbitrator to rule on the question of arbitrability and on the substantive issues.

(4) Authority of the Arbitrator.

a. The arbitrator will have no authority to add to, subtract from, alter, change, or modify any of the provisions of this Agreement. Arbitration will be confined solely to the application and/or interpretation of this Agreement and the precise issue(s) submitted for arbitration.

b. The arbitrator's decision will address itself solely to the issue or issues presented and will not impose upon either party any restriction or obligation pertaining to any matter raised in the dispute outside of the submitted issue or issues.

c. Where an administrator has made a judgment involving the exercise of discretion, such as such as decisions regarding tenure or promotion, the arbitrator will not substitute the arbitrator's judgment for that of the administrator, nor will the arbitrator review such decision except for the purpose of determining whether the decision has violated this Agreement.

d. The arbitrator will not render any decision which would require or result in an action in violation of public statutes.

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e. If the arbitrator determines that the Agreement has been violated by either party, the arbitrator will direct that party to take appropriate remedial action.

f. An arbitrator may award back salary where the arbitrator determines that the faculty member is not receiving the appropriate salary from the University, but the arbitrator may not award other monetary damages or penalties.

g. The arbitrator may make no award which provides the faculty member compensation greater than would have resulted had there been no violation.

h. If the University's notice that further employment will not be offered to a faculty member is not given on time, the arbitrator may direct the University to renew the appointment only upon a finding that no other remedy is adequate, and that the notice was given so late that (a) the faculty member was deprived of a reasonable opportunity to seek other employment, or (b) the faculty member actually rejected an offer of comparable employment which the individual otherwise would have accepted.

i. An arbitrator's decision awarding employment beyond the sixth (6th) year will not entitle the faculty member to tenure. In such cases, the faculty member will serve during the seventh (7th) year without further right to notice that he or she will not be offered employment thereafter. If a faculty member is reappointed at the direction of an arbitrator, the President or representative may reassign the individual during such reappointment.

j. If an arbitrator determines that the faculty member was not provided an "equitable opportunity" in relation to other faculty members in the same unit/department to meet the required criteria for promotion, tenure, and merit salary increases, as described in section 10.3 of this Agreement, the arbitrator may award additional employment requiring the University to provide the "equitable opportunity" as described in section 10.3 of this Agreement. The arbitrator also may retain jurisdiction for purposes of determining whether the ensuing assignment provides such "equitable opportunity."

(5) Hearing and Decision.

a. The arbitrator will conduct a hearing in the city in which the grievant is employed, unless otherwise agreed to in writing by the parties.

b. The hearing will begin within thirty (30) calendar days of the arbitrator's acceptance of selection or as soon as practicable thereafter.

c. Except as modified by the provisions of this Agreement, arbitration proceedings will be conducted in accordance with the rules and procedures of the American Arbitration Association.

d. The arbitrator will be requested to issue a formal decision within thirty (30) calendar days after the conclusion of the testimony, argument, or submission of briefs, whichever is latest.

e. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted.

(6) Effect of Decision. The decision of the arbitrator will be final, conclusive, and binding on all parties to this Agreement, provided that any party can appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside

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of or beyond the arbitrator's jurisdiction, pursuant to Chapter 682, Florida Statutes.

(7) Venue. For purposes of venue in any judicial review of an arbitrator's decision issued under this Agreement, the University and the UFF agree that such an appeal will be filed in the courts in Escambia County, Florida, unless both parties specifically agree in writing otherwise in a particular instance.

(8) Fees and Expenses.

a. All fees and expenses of the arbitrator will be shared equally by the University and the UFF. Each party will bear the cost of preparing and presenting its own case.

b. The party desiring a transcript of the arbitration proceedings will provide written notice to the other party of its intention to have a transcript of the arbitration made at least one (1) week prior to the date of the arbitration.

c. The party desiring such transcript will be responsible for scheduling a stenotype reporter to record the proceedings.

d. The party desiring a transcript will be responsible for the fee for the reporter and the cost of obtaining an original transcript and one (1) copy.

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

(10) The UFF may withdraw a grievance at any step of the grievance procedure by filing written notice with the President or representative.

22.6 Burden of Proof. In all grievances except grievances involving disciplinary action brought pursuant to Article 17 (Disciplinary Action) the burden of proof will be on the faculty member. In disciplinary grievances, the burden of proof will be on the University.

22.7 Grievance Representatives.

(a) The UFF will furnish to the University a list of all persons authorized to act as grievance representatives by the second (2nd) full week of September each calendar year and will update the list as needed. The UWF will furnish to the UFF a list of all persons authorized to act as grievance representatives for the purposes of resolving grievances in accordance with this grievance procedure by second (2nd) full week of September each calendar year will update the list as needed.

(b) The UFF and UWF grievance representatives will have the responsibility to meet all classes, office hours, and other duties and responsibilities incidental to the assigned workload.

(c) UFF and UWF representatives shall have the right during times outside of normally scheduled hours scheduled for those activities listed above in section 22.7(b) to investigate, consult, and prepare grievance presentations and attend grievance hearings and meetings.

(d) Should any hearings or meetings with the Provost or President necessitate rescheduling of assigned duties, the grievant's representative may, with the approval of the appropriate administrator, arrange for the rescheduling of such duties or their coverage by colleagues. Such approval will not be unreasonably withheld.

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22.8 Appearances.

(a) When a faculty member participates during normal working hours in an arbitration proceeding or in a grievance meeting between the grievant and the University, the faculty member's compensation shall not be reduced for time spent in those activities.

(b) Prior to participation in any such proceedings, conferences, or meetings, the faculty member will make arrangements for the performance of the faculty member's duties. Approval of such arrangements will not be unreasonably withheld.

(c) Time spent in such activities outside regular working hours will not be counted as time worked.

22.9 Filings and Notification.

(a) With the exception of Step 1 and Step 2 decisions, all documents required or permitted to be issued or filed pursuant to this Article may be transmitted by personal delivery, fax, United States mail, or any other recognized officially accepted delivery service including verifiable electronic mail.

(b) Step 1 and Step 2 decisions will be transmitted to the grievant (if self-represented) or the grievant's representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested.

(c) In the event that any action falls due on a Saturday, Sunday, or holiday (as referred to in section 19.6 of this Agreement), the act will be considered timely if it is accomplished by 5:00 pm on the following business day.

22.10 Processing.

(a) The filing or pendency of any grievance or arbitration proceedings under this Article will not operate to impede, preclude, or delay the University from taking the action complained of.

(b) Reasonable efforts, including the shortening of time limits when practical, shall be made to conclude the processing of a grievance prior to the expiration of the grievant's employment, whether by termination or failure to reappoint. A faculty member with a pending grievance will not continue to be compensated beyond the last date of employment

(c) The President or representative may refuse consideration of a grievance not filed or processed in accordance with this Article.

22.11 Reprisal. No reprisal of any kind will be made by the University of the UFF against any grievant, and witness, UFF representative, or other participant in the grievance process/procedure for reason of such participation.

22.12 Implementation. Upon resolution of the grievance, the parties shall to implement the remedy within fourteen (14) days, unless otherwise provided by the award of the arbitrator or by mutual agreement of the parties.

22.13 Records. All written materials pertinent to a grievance will be filed separately from the faculty member's evaluation file and those of witnesses, except decisions resulting from arbitration or settlement.

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22.14 Inactive Grievances. A grievance which has been filed at Step 2 or Step 3 and on which no action has been taken by the grievant or the UFF for ninety (90) days will be deemed withdrawn and resolved in accordance with the decision issued at the prior Step.

22.15 Expedited Grievance Procedure for Conflict of Interest (Section 21.5).

(a) A grievance alleging a violation of Conflict of Interest (Article 21) will be heard at Step 1 by the Provost or representative no more than seven (7) days after it has been filed.

(b) The Provost or representative will issue a Step 1 decision no more than seven (7) days after the Step 1 meeting.

(c) A request for review of the Step 1 decision will be filed using Appendix "D" no more than seven (7) days following the receipt of the Step 1 decision.

(d) The Step 2 meeting will be held no more than seven (7) days after the receipt of Appendix "D," and the Step 2 decision will be issued no more than seven (7) days after the meeting.

(e) A request for arbitration using Appendix "E" will be filed within fourteen (14) days after the receipt of the Step 2 decision.

(f) An arbitrator will be selected by the parties no more than fourteen (14) days following the receipt of Appendix "E."

(g) The arbitrator will issue a memorandum of decision within seven (7) days following the conclusion of the arbitration, to be followed by a written opinion and award in accordance with section 22.5(g)(4).

(h) The University and the UFF will establish a panel of three (3) experienced arbitrators to hear a grievance filed in accordance with the section. All other provisions of Article 22 will apply to these grievances, except as noted above.

22.16 Non-binding mediation

(a) At any point during the grievance process, the parties may elect, by mutual written agreement, to participate in nonbinding mediation concerning the grievance. The parties may utilize the Federal Mediation and Conciliation Services (hereafter "FMCS'), but it is not required. If the parties choose to participate in nonbinding mediation through a mutual written agreement, then the grievance timelines contained herein shall be suspended, pending the outcome of mediation, from the date of the signed written agreement of the parties to pursue non-binding mediation. Should mediation successfully resolve the grievance, where confirmed by both parties in writing, the grievance shall be deemed closed. Should mediation not successfully resolve the grievance, which shall be documented in writing by both parties, the suspension of the timeline of the grievance shall be lifted and the grievance process shall proceed as detailed herein.

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ARTICLE 23
OTHER FACULTY RIGHTS

23.1 Professional Meetings. Faculty should be encouraged to and may, with the approval of the supervisor, attend professional meetings, conferences, and activities. Subject to the availability of funds, the faculty member's expenses in connection with such meetings, conferences, or activities will be reimbursed in accordance with the applicable provisions of State law and rules and regulations having the force and effect of law.

23.2 Office Space.

(a) Each faculty member will be provided with office space which may be on a shared basis.

(b) The parties recognize the desirability of providing each faculty member with enclosed office space with a door lock, office equipment commensurate with assigned responsibilities, and ready access to a telephone.

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

(d) Before a faculty member's office location is changed, or before there is a substantial alteration to a faculty member's office to a degree that impedes the faculty member's work effectiveness, the affected faculty member will be notified, if practicable, at least one (1) month prior to such change.

23.3 Safe Conditions.

(a) Whenever a faculty member reports a condition which the faculty member feels represents a violation of safety or health rules and regulations or which is an unreasonable hazard to persons or property, such conditions will be promptly investigated.

(b) The appropriate administrator will reply to the concern, in writing, if the faculty member's concern is communicated in writing. A copy of any investigative report regarding the condition will be forwarded to the faculty member.

(c) If a building has been designated as a "sick building" or equivalent by the Department of Environmental Health and Safety, the University will take prompt action to ensure the health and safety of the faculty.

23.4 Limitations on Personal Liability.

(a) In the event a faculty member is sued for an act, event, or omission which may fall within the scope of Chapter 768, Florida Statutes, the faculty member should notify the President's office as soon as possible after receipt of the summons commencing the action in order that the Board may fulfill its obligation. Failure to notify the President's office promptly may affect the rights of the parties.

(b) For information purposes, the following pertinent language of section 768.2 8(9), Florida Statutes, is reproduced herein. No officer, employee, or agent of the State or its sub-divisions shall be held personally liable in tort for any injuries or damages suffered as a result of any act, event or omission of action in the scope of his or her employment

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or function unless such officer, employee or agent acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property.

23.5 Travel Advances. The University will, to the extent permitted by State law and rule, provide travel advances, upon request, of up to eighty (80) percent of budgeted expenses for authorized travel of longer than five (5) consecutive days.

23.6 Working Papers Rights. Consistent with the law, University rules and policies, the provisions of Article 20 (Inventions and Works), and the legitimate interests of the University, faculty will have the right to control of their personal correspondence, notes, raw data, and other working papers.

23.7 Protection for Whistleblowers. Faculty are notified that section 112.3 187, Florida Statutes, provides protection to whistleblowers and delineates their rights and responsibilities.

ARTICLE 24
SABBATICALS AND PROFESSIONAL DEVELOPMENT LEAVES

24.1 Sabbaticals.

(a) Policy. A sabbatical for professional development will be made available to faculty who meet the requirements set forth below. Such sabbatical is granted to increase a faculty member's value to the University through enhanced opportunities for professional renewal, planned travel, study, formal education, research, writing, or other experience of professional value, not as a reward for service.

(b) Types of Sabbaticals.

(1) Each year, the University will make available at least one (1) sabbatical at full pay forone semester for each forty (40) eligible faculty members, subject to the conditions set forth below. The University may provide a sabbatical that is equivalent to the one (1) semester, full pay sabbatical at the request of the faculty member.

(2) The University will make available to each eligible faculty member whose application has been reviewed by the University a sabbatical for two (2) semesters (i.e., one (1) academic year) at half pay, subject to the conditions set forth below.

(3) Each year, the University will make available at least one (1) sabbatical at two-thirds (2/3) pay for two (2) semesters (i.e., one (1) academic year) for each forty (40) eligible faculty members, subject to the conditions set forth below.

(c) Eligibility for a Sabbatical. Full-time tenured faculty members with at least six (6) years of full-time service to the University will be eligible for a sabbatical. A faculty member who is compensated through a contract or grant may receive a sabbatical only if the contract or grant allows a sabbatical and the faculty member meets all other eligibility requirements.

(d) Application and Selection.

(1) Applications for sabbaticals will be submitted in accordance with University procedures established through the consultation process (Article 2).

(2) Each application will include a statement describing the program and activities to be

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followed while on sabbatical, the expected increase in value of the faculty member to the University and the faculty member's academic discipline, specific results anticipated from the leave, any anticipated supplementary income, and a statement that the applicant agrees to comply with the conditions of the sabbatical program, as described in 24.l (e).

(3) A sabbatical at half pay will be granted unless the University has determined that the conditions set forth in this section have not been met or that departmental/unit staffing considerations preclude such sabbatical from being granted. In this latter instance, the faculty member will be provided the sabbatical the following year, or at a later time as agreed to by the faculty member and the University. The period of postponement will be credited for eligibility toward a subsequent sabbatical.

(4) If there are more applicants for one (1) semester sabbaticals at full pay or two (2) semester sabbaticals at two-thirds (2/3) pay than available sabbaticals, a committee will rank the applicants. The committee will be elected by and from the faculty members eligible for sabbatical leave as specified in section 24.l(c). The committee chairperson will be selected by the President or representative.

(5) The committee, in ranking the applicants, will consider the benefits of the proposed program to the faculty member, the University, and the profession; an equitable distribution of sabbaticals among colleges, divisions, departments, and disciplines within the University; the length of time since the faculty member was relieved of teaching duties for the purpose of research and other scholarly activities; and length of service since previous sabbatical or initial appointment.

(6) The committee will submit a ranked list of recommended faculty members to the President or representative. The President or representative will make appointments from the list and consult with the committee prior to an appointment that does not follow the committee's ranking.

(7) No more than one (1) faculty member in a department/unit need be awarded a sabbatical at the same time.

(8) If departmental/unit staffing needs preclude a one (1) semester sabbatical or two (2) semester sabbaticals at two-thirds (2/3) pay from being granted, the faculty member will be provided the sabbatical the following year, or at a later time as agreed to by the faculty member and the University. The period of postponement will be credited toward eligibility for a subsequent sabbatical.

(e) Terms of Sabbatical Program.

(1) While on sabbatical, the faculty member's salary will be one half (1/2) pay for two (2) semesters (one (1) academic year), or full pay for one (1) semester, or two-thirds (2/3) pay for two (2) semesters, subject to the limitations herein.

(2) The faculty member must return to the University for at least one (1) academic year following participation in the program. Agreements to the contrary must be reduced to writing prior to participation. Return to the University of salary received and the amount spent by the University on benefits for the faculty member may be required in those instances where neither of the above is satisfied.

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(3) The faculty member must, within thirty (30) days upon returning from the sabbatical, provide a concise written report of his or her accomplishments during the sabbatical to the President or representative. This report will include information regarding the activities undertaken during the sabbatical, the results accomplished during the sabbatical as they affect the faculty member and the University, and research or other scholarly work produced or expected to be produced as a result of the sabbatical.

(4) Faculty member will not normally be eligible for a subsequent sabbatical until six (6) years of continuous service are completed following the previous sabbatical.

(5) Contributions normally made by the University to retirement and Social Security programs will be continued on a basis proportional to the salary received. Board contributions normally made to insurance programs for faculty and any other benefit program s for faculty will be continued during the sabbatical.

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

(7) While on leave, a faculty member will be permitted to receive funds for travel and other sabbatical-related expenses from sources other than the University, such as fellowships, grants- in-aid, and contracts and grants, to assist in accomplishing the purposes of the sabbatical. Receipt of funds for such purposes will not result in reduction of the faculty member's University salary. Grants for such financial assistance from other sources may, but need not, be administered through the University.

(8) If financial assistance is received in the form of salary, the University salary will normally be reduced by the amount necessary to bring the total income of the sabbatical period to a level comparable to the faculty member's current year salary rate. Employment unrelated to the purpose of the sabbatical leave is governed by the provisions of Article 21 (Conflict of Interest/Outside Activity).

24.2 Professional Development Leave.

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

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

(c) Eligibility for Professional Development Leave. Full-time faculty with four (4) or more years of service who are not tenured or tenure-earning will be eligible for professional development leave. The University, at its discretion, may offer professional development leave to faculty in tenure-earning or tenured positions. A faculty member who is compensated through a contract or grant may receive a professional development leave only if the contract or grant allows for such leave and the faculty member meets all other

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eligibility requirements.

(d) Application and Selection.

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

(2) Criteria for selection of professional development leave applications will be specified by the University and made available to eligible faculty.

(3) The University will select applicants when the University believes that completion of the project or work would improve the productivity of the department or function of which the faculty member is a part.

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

(e) Terms of Professional Development Leave.

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

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

(3) Faculty will not normally be eligible for a subsequent professional development leave until four (4) years of continuous service are completed following the previous leave.

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

(5) Contributions normally made by the University to retirement and Social Security programs will be continued on a basis proportional to the salary received. Board contributions normally made to insurance programs for faculty and any other benefit programs for faculty will be continued during the professional development leave.

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

(7) While on professional development leave, a faculty member will be permitted to receive funds for travel and living expenses and other such professional development leave-related expenses from sources other than the University, such as fellowships, grants-in-aid, and contracts and grants, to assist in accomplishing the purposes of the professional development leave. Receipt of funds for such purposes will not result in reduction of the faculty member's University salary. Grants for such financial assistance from other sources may, but need not, be administered through the University.

(8) If financial assistance is received in the form of salary, the University salary will normally be reduced by the amount necessary to bring the total income of the professional development leave period to a level comparable to the faculty member's current year salary rate. Employment unrelated to the purpose of the professional

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development leave is governed by the provisions of Article 21 (Conflict of interest/Outside Activity).

24.3 Other Study Leave.

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

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

(1) the course work is directly related to the faculty member's professional responsibilities;

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

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

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

24.4 Retraining. The University may, at its discretion, provide opportunities for retraining of faculty members when it is in the University's best interests. Such opportunities may be provided to faculty members who are laid off pursuant to Article 14 (Layoff and Recall) of this Agreement, to those who are reassigned, or in other appropriate circumstances. These retraining opportunities may include enrollment in tuition-free courses under the provisions of section 26.8 (Free University Courses for Faculty and/or Dependents) and Sabbaticals or Professional Development Leave under this Article.

ARTICLE 25
SALARIES

25.1 Faculty Pay Plan Legislative Increases or Non-Recurring Wage Increases. Eligible in-unit faculty members will receive any salary increases or non-recurring wage increases appropriated for that purpose by the Florida Legislature in accordance with the guidelines set by the Legislature.

25.2 Promotion Increases. Promotion increases will be granted to faculty pursuant to Article 15 (Promotion Procedure).

Promotion increases will be granted in an amount equal to nine percent (9%) of the faculty member's previous year's base salary rate in recognition of promotion to, Assistant University Librarian, or Associate in.

Promotion increases will be granted in an amount equal to thirteen percent (13%) of the faculty member's previous academic year's base salary rate in recognition of promotion to Associate

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Professor, Associate University Librarian, Associate Research Scholar/Scientist/Engineer.

Promotion increases will be granted in an amount equal to thirteen percent (13%) of the faculty member's previous academic year's base salary rate in recognition of promotion to Professor, University Librarian, Research Scholar/Scientist/Engineer.

25.3 Contract and Grant Funded Increases or Non-Recurring Wage Increases.

(a) Faculty on contracts or grants will receive salary increases or non-recurring wage increases equivalent to similar faculty on regular funding, provided that such salary increases or non-recurring wage increases are permitted by the terms of the contract or grant and adequate funds are available for this purpose in the contract or grant. In the event such salary increases or non-recurring wage increases are not permitted by the terms of the contract or grant, or in the event adequate funds are not provided, the President or representative will seek to have the contract or grant modified to permit such increases or non-recurring wage increases.

(b) Nothing contained herein will prevent the faculty members whose salaries are funded by grant agencies from being allotted raises higher than those provided in this Agreement.

25.4 Administration Discretionary Increases. The University retains the authority to provide salary increases, adjustments, or non- recurring wage increases beyond the increases specified above, for market equity considerations, including verified counteroffers and compression/inversion; increased duties and responsibilities; special achievements; litigation/settlements; and similar special situations. In the event the University develops procedures for distributing increases under this section, a copy will be provided to the UFF. The UFF will have an opportunity to discuss the procedures in consultation with the President or representative, pursuant to Article 2 (Consultation), prior to their implantation. At the end of the academic year, the UFF will be provided with a report of all salary increases granted under this section during the academic year.

25.5 Salary Rate Calculation and Payment. The biweekly salary rate of faculty serving on twelve (12) month (calendar year) appointments will be calculated by dividing their calendar year salary rate by 26.1 pay periods.

25.6 Grievability. The only issues to be addressed in a grievance filed pursuant to Article 22 (Grievance Procedure and Arbitration) alleging violation of this Article are whether there is unlawful discrimination under Article 6 (Nondiscrimination), or whether there is an arbitrary and capricious application of the provisions of one (1) or more sections of this Article.

25.7 Type of Payment for Assigned Duties.

(a) Duties and responsibilities assigned by the University to a faculty member which do not exceed the available established FTE for the position shall be compensated through the payment of salary, not OPS.

(b) Duties and responsibilities assigned by the University to a faculty member which are in addition to the available established FTE for the position will be compensated through Other Personal Services (OPS), not salary.

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ARTICLE 26
BENEFITS

26.1 Benefits Improvements. The Board and UFF support legislation to provide adequate and affordable health insurance to all faculty.

26.2 Part-Time Faculty. Part-time faculty, and those in eligible positions funded from Other Personal Services funds, are entitled to employer-funded benefits, in accordance with State Law, the rules of the Department of Management Services and the Division of Retirement, and University rules and policies. Part-time faculty should contact the Human Resources Office to determine the nature and extent of the benefits for which they are eligible.

26.3 Retirement Credit/Special Circumstances. Retirement credit for faculty who are authorized to take uncompensated or partially compensated leaves of absence will be granted in accordance with State law and the rules of the Division of Retirement as they may exist at the time leave is granted. Faculty who are to take such a leave of absence should contact the Human Resources Office for complete information prior to taking the leave.

26.4 Benefits for Retired Faculty.

(a) Faculty retired from the University of West Florida will be eligible, upon request, and on the same basis as other faculty, subject to University policies, to receive the following benefits from the University of West Florida:

(1) Retired faculty identification card;

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

(3) Listing in the University directory;

(4) Placement on designated University mailing lists;

(5) A University parking decal as provided to faculty currently active;

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

(7) The right to enroll in courses without payment of fees, on a space available basis, in accordance with the provisions of Florida Statutes;

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

(9) A University e-mail address.

(b) In accordance with University policy, and on a space available basis, the University is encouraged to grant a retired faculty member's request for office or laboratory space.

(c) With the exception of retirees who participate in the Optional Retirement Program (ORP) and for whom provisions have been made, as stipulated in section 26.5(a)(5) of this Agreement, retired faculty of any state administered retirement system are entitled to health

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insurance subsidy payments in accordance with State law.

26.5 Optional Retirement Program (ORP).

(a) The University will participate in the Optional Retirement Program (hereafter "ORP") to the extent offered by the State of Florida in accordance with the provisions of State law. Eligibility criteria and terms for ORP participation are as follows:

(1) Faculty who are in the collective bargaining unit and otherwise eligible for membership in the Florida Retirement System.

(2) Any faculty member whose Optional Retirement Program eligibility results from initial employment will be enrolled as a member of the Optional Retirement Program. If the faculty member does not execute an annuity contract with an Optional Retirement Program approved provider and notify the Division of Retirement in writing within ninety (90) days, the faculty member will be enrolled as a member of the Florida Retirement System as directed by the Florida legislature.

(3) No accrued service credit or vested retirement benefits will be lost if a faculty member participates in the Optional Retirement Program;

(4) Benefits under the Optional Retirement Program will be fully and immediately vested in the participating faculty member's selected provider portfolio;

(5) The University will contribute to the Optional Retirement Program, on behalf of each faculty member participating in the program, an amount required by the Florida legislature as the employer's contribution to the Florida Retirement System, as well as an amount equal to the employer's contribution to the Retiree Health Insurance Subsidy program on behalf of non-Optional Retirement Program participants (see section 112.363(8), Florida Statutes) plus any employee contribution mandated by the Florida legislature, less a reasonable and necessary amount, as determined by the Legislature, which will be provided to the Division of Retirement for administering the program ; and

(6) A participating faculty member may contribute to the Optional Retirement Program, by salary reduction or deduction, a percentage amount of the faculty member's gross compensation not to exceed the percentage amount contributed by the employer to the Optional Retirement Program, but in no case may such contribution exceed federal limitations.

(b) The parties agree to inform eligible faculty regarding the existence and impact of the Optional Retirement Program upon their retirement benefits.

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

26.6 Phased Retirement Program (PRP).

(a) Eligibility and Program Provisions

(1) Faculty who have accrued the required number of years as determined by the Florida legislature, of creditable service in the Florida or Teachers Retirement System (FRS

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or TRS) or Optional Retirement Program (ORP), except those faculty referenced in 26.6(b), are eligible to participate in the Phased Retirement Program. Such eligibility shall expire on the faculty member's sixty-sixth (66th) birthday. Faculty members who decide to participate must provide written notice to the University of such a decision prior to the expiration of their eligibility, or thereafter forfeit such eligibility. Faculty members who choose to participate must retire with an effective date not later than 180 days, nor less than 90 days, after they submit such written notice, except that when the end of the 180 day period falls within a semester, the period may be extended to no later than the beginning of the subsequent term (semester or Summer, as appropriate).

(2) All participants must retire and thereby relinquish all rights to tenure/permanent status as described in Article 16 (Tenure), except as stated otherwise in this Article. Participants' retirement benefits shall be determined as provided under Florida Statutes and the rules of the Division of Retirement.

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

(4) Re-employment.

a. Re-employment for faculty participating in the Phased Retirement Program will be in accordance with the provisions of State law and the Florida Division of Retirement System Administrative Code.

b. Participants shall be offered re-employment, in writing, by the University under an Other Personnel Services (OPS) contract for one half (1/2) of the academic year; however, the University and faculty member may agree to less than one half (1/2) of the academic year. The written re-employment offer shall contain the text of 26.6(a)(4)d below.

c. Compensation during the period of re-employment shall be at a salary proportional to the participant's salary prior to retirement, including an amount comparable to the pre-retirement employer contribution for health and life insurance and an allowance for any taxes associated with this amount. The assignment shall be scheduled within one (1) semester unless the participant and the University agree otherwise, beginning with the academic year next following the date of retirement and subject to the condition outlined in 26.6(a)(4)a and 26.6(a)(4)b, above.

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

(5) Leave for Illness/Injury.

a. Each participant shall be credited with five (5) days of leave with pay at the beginning of each full-time semester appointment. For less than full-time appointments, the leave will be credited on a pro-rata basis with the assigned FTE. This leave is to be used in increments of not less than four (4) hours

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(1/2 day) when the participant is unable to perform assigned duties as a result of illness or injury of the participant or a member of the participant's immediate family. For the purposes of this section immediate family will include the participant's spouse, mother, father, brother, sister, natural, adopted, or step child, or other relative living in the participant's household.

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

(6) Personal Non-Medical Leave.

a. Each participant who was on a twelve (12) month appointment upon entering the Phased Retirement Program and whose assignment during the period of re-employment is the same as that during the twelve (12) month appointment will be credited with five (5) days of leave with pay at the beginning of each full-time semester for personal reasons unrelated to illness or injury. This leave is to be used in increments of not less than four (4) hours (112 day). Except in the case of emergency, the dates on which the faculty member wishes to take such leave will be at the discretion of the supervisor and will be subject to the consideration of departmental and organizational scheduling.

b. Such leave will not be accumulated, nor will the participant be reimbursed for unused leave upon termination of the post-retirement re-employment period.

(7) Re-employment Period.

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

b. The period of re-employment obligation will not be shortened by the University, except under the provisions of Article 17 (Disciplinary Action,) of the Agreement. During the period of reemployment, participants are to be treated, based on status at point of retirement, as tenured faculty or non-tenure-earning faculty with five (5) or more years of continuous service, as appropriate, for purposes of sections 14.2(a) and (b) (Layoff Considerations) of the Agreement.

(8) Declining Re-employment. A participant may decline an offer of re-employment during any academic year. Such a decision will not extend the period of re-employment beyond the period described in section 26.6(a)(7)a. At the conclusion of the re-employment period, the University may, at its option, continue to re-employ participants in this program on a year- to-year basis.

(9) Salary Increases. Participants will receive all increases guaranteed to faculty in established positions, in an amount proportional to the part-time appointment, and will be eligible for non-guaranteed salary increases on the same basis as other faculty.

(10) Preservation of Rights. Participants will retain all rights, privileges, and benefits of employment, as provided in laws, rules, and this Agreement, and University policies, subject to the conditions contained in this Article.

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(11) Payroll Deductions. The UFF payroll deductions, as specified in Article 28 (Payroll Deduction), if applicable, will be continued for a program participant during each re-employment period.

(12) Contracts and grants. Nothing will prevent the employer or the participant, consistent with law and rule, from supplementing the participant's employment with contracts or grants.

(13) The decision to participate in the Phased Retirement Program is irrevocable after the required approval document has been executed by all parties.

(b) Ineligible Faculty. Faculty who have received notice of non-reappointment, layoff, or termination or those who participate in the State's Deferred Retirement Option Program (hereafter "DROP") are not eligible to participate in the Phased Retirement Program.

(c) Phased Retirement Program Information Document. The parties agree to jointly develop written information describing the current provisions of the Phased Retirement Program in the Agreement. The Board will distribute this written information to the Human Resource Office and the UFF Chapter, upon request.

26.7 Deferred Retirement Option Program (DROP). The University will participate in the Deferred Retirement Option Program to the full extent provided under State law. The DROP program is complex. Prior to electing to participate in this program, faculty are advised to consult a Human Resources specialist at the University with expertise in this area.

26.8 Free University Courses for Faculty and/or Dependents. Full-time faculty members, including faculty on sabbatical or on professional development or grants-in-aid leave, are entitled to up to six (6) credit hours of instruction at the University of West Florida per semester (Fall, Spring, or Summer) without payment of tuition or mandatory fees. The entitlement may be used by the faculty member or his or her dependents, subject to the restrictions listed in (a) through (f) below.

(a) Each faculty member may utilize no more than a total of six (6) credit hours per semester.

(b) The six (6) hours of instruction per semester may be utilized by the faculty member for undergraduate or graduate credit, subject to the restrictions listed in (f), below.

(c) The faculty member's dependents may utilize some or all of the six (6) credit hours. The dependent may utilize the credit for graduate or undergraduate credit, subject to the restrictions listed in (e) and (f), below.

(d) For purposes of this program, a "dependent" is a spouse, any natural, adopted, or step child of the faculty member, or any other child for whom the faculty member is a legal guardian, under the age of twenty-five (25) as of the first day of classes for the semester. A natural, adopted, or step child, or any other child for whom the faculty member is a legal guardian, over the age of twenty-five (25), as long as that child is claimed as a dependent on the faculty member's federal tax return or the faculty member pays for more than 50% of that child's suppo11, as defined by the Internal Revenue Code, is also a dependent for purposes of this program. Special circumstances that suggest consideration of a case not fitting the above definition of "dependent" should be

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presented to the Director of Human Resources.

(e) The faculty member's dependent may not register for more than three (3) graduate credit hours per semester.

(f) The faculty member or dependent may not use this program for directed studies, practice, internships, music and theater performance, continuing education, and other one- on-one course situations, such as theses and dissertations.

26.9 Employee Assistance Programs. The University may offer an Employee Assistance Program (hereafter "EAP") for assessment, referral, follow-up consultation, short-term counseling, and other services for faculty with personal, family, job stress, or substance abuse problem s. Any policies created or revised by the University in the development or operation of its EAP will be discussed in consultation with the UFF.

26.10 Pre-tax Benefits Program. To the extent provided by law, the Board will continue to provide a pre-tax benefits program for faculty which includes the opportunity to: (1) pay for their State insurance premiums on a pre-tax basis and (2) utilize flexible spending accounts for medical and dependent care expenses, (3) voluntary 403(b) investment plan, and (4) state provided 457 deferred compensation plan.

ARTICLE 27
UFF INSURANCE DEDUCTION

27.1 Payroll Deduction.

(a) The Board agrees to provide one (1) payroll deduction per faculty member per pay period for the UFF voluntary economic services program.

(b) The Board will make deductions each pay period beginning with the first full pay period starting not earlier than seven (7) days following receipt of authorization. Deductions will continue without interruption, except for emergency situations or as set forth in section 28.4 (Termination of Deduction) or section 28.8 (Termination of Agreement).

(c) All such programs and deductions will meet the requirements of Board rules and regulations in effect when this Agreement takes effect and with State law.

27.2 Reports.

(a) The UFF will provide the Board with a written report by July 31 of each year regarding any program requiring payroll deduction.

(b) This report will include the following information:

(1) the name of the common remitter company;

(2) a list of the provider companies that are to receive remittances;

(3) the appropriate contact people for the common remitter and associated provider companies; and

(4) addresses and phone numbers for such contact people.

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ARTICLE 28
PAYROLL DEDUCTION

28.1 Deductions. The Board will deduct the following each pay period from the pay of those faculty in the bargaining unit who individually and voluntarily make such request on a written authorization form as contained in Appendix "B" to this Agreement:

(a) UFF membership dues in an amount established by the UFF and certified in writing by the UFF State President to the Board; and

(b) other UFF deductions in an amount authorized by the faculty member.

28.2 Timing of Deductions.

(a) The Board will make deductions each pay period and without interruption, except as provided in 28.4 and 28.8, below, beginning with the first full pay period starting not earlier than seven (7) days following the receipt of authorization.

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

28.3 Remittance.

(a) The Board will remit dues and other authorized deductions to the UFF state office within thirty (30) days following the end of the pay period.

(b) At the time of each remittance, the University will provide, through a secure website, access to updated information, including

(1) names of the faculty from whose salaries the Board has made such deductions;

(2) gross salary for the pay period of each such faculty member; and

(3) amounts deducted.

28.4 Termination of Deduction. The Board's responsibility for deducting dues and other authorized deductions from a faculty member's salary will terminate automatically upon either:

(a) thirty (30) days written notice from the faculty member to the Board, the University Office of Human Resources and to the UFF revoking that faculty member's prior deduction authorization, or

(b) the transfer or promotion of the authorizing faculty member out of the bargaining unit.

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

28.6 Indemnification. The UFF assumes responsibility for

(a) all claims against the Board, including the cost of defending such actions, arising from their compliance with this Article, and for

(b) all monies deducted under this Article and remitted to the UFF; further

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(c) the UFF will promptly refund to the Board excess monies received under this Article.

28.7 Exceptions. The Board will not deduct any UFF fines, penalties, or special assessments from the pay of any faculty member, nor is the Board obligated to provide more than one (1) payroll deduction field for the purpose of making the deductions described in this Article.

28.8 Termination of Agreement. The Board's responsibilities under this Article will terminate automatically upon:

(a) decertification of the UFF by a vote of the faculty or as determined by the Public Employees Relations Commission;

(b) suspension or revocation of the UFF's certification by the Florida Public Employees Relations Commission; or

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

ARTICLE 29
MAINTENANCE OF BENEFITS

29.1 No faculty member will be required to waive the benefit s provided by the terms of this Agreement. No faculty member will, as a result of the establishment of a level of rights or benefit s in the Agreement, suffer a loss or diminution of any such rights or benefits for which otherwise eligible.

ARTICLE 30
MISCELLANEOUS PROVISIONS

30.1 No Strike or Lockout. The Board agrees that there will be no lockout at the University during the term of this Agreement. The UFF agrees that there will be no strike by it or by any faculty during the term of this Agreement.

30.2 Legislative Action. The Board and the UFF agree that neither will attempt to influence or support changes in existing statutes or legislation which would change the terms of this Agreement without prior agreement between the Board and the UFF.

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

ARTICLE 31
SEVERABILITY

31.1 Invalidation of a Provision of this Agreement.

(a) In the event that any provision of this Agreement is found to be unenforceable or invalid as indicated in part (b), below, the remainder of the Agreement will continue in full force and effect.

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(b) A provision of this Agreement will become unenforceable or invalid and will have no force or effect if it

(1) is found to be invalid or unenforceable by the final decision of a tribunal of competent jurisdiction, or

(2) is rendered invalid by reason of subsequently enacted legislation, or

(3) will have the effect of a loss to the State of Florida or to the University of funds, property, or services made available through federal law, or

(4) can take effect only upon the amendment of a law, rule, or regulation and the governmental body having such amendatory powers fails to take appropriate legislative action, pursuant to section 447.3 09(3), Florida Statutes.

(c) Negotiations on Replacement Provisions. If a provision of this Agreement fails for reason 31.1 (b)(1), (2), or (3), above, the parties will enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

31.2 Effect of Passage of Law. Any provision of this Agreement that is contrary to law, but becomes legal during the term of this Agreement, will be reinstated consistent with such legislation.

ARTICLE 32
AMENDMENT AND DURATION

32.1 Effective Date.

(a) The Agreement will become effective on the date that it is ratified by both the Board and the UFF and will remain in effect through June 30, 2023.

(b) Renegotiations for the July 1, 2021 through June 30, 2022 agreement term will begin no later than March 1, 2021. Article 10 (Assignment of Responsibilities), Article 20 (Inventions and Works), Article 25 (Salaries) and Article 26 (Benefits) will be reopened. Each party may propose two (2) additional articles for negotiation.

(c) Renegotiations for the July 1, 2022 through June 30, 2023 agreement term will begin no later than March 1, 2022. Article 25 (Salaries) and Article 26 (Benefits) will be reopened. Each party may propose two (2) additional articles for negotiation.

(d) Negotiations for a successor agreement will begin no later than October 1, 2022.

(e) The parties may by mutual agreement include other terms and conditions of employment in their renegotiations.

32.2 Amendments. In the event the Board and the UFF negotiate a mutually acceptable amendment to this Agreement, such amendment will be put in writing and become part of this Agreement upon ratification by both parties.

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ARTICLE 33
TOTALITY OF AGREEMENT

33.1 Limitation.

(a) The Board and the U FF acknowledge that during the negotiations that resulted in this Agreement, the parties had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining.

(b) The Board and the UFF further acknowledge that all of the understandings and agreements arrived at thereby are set forth in this Agreement, and that it will constitute the entire and sole Agreement between the parties for its duration.

33.2 No Further Obligation to Bargain. The Board and the UFF, during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other will not be obligated, to bargain collectively with respect to any subject or matter, whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the patties at the time they negotiated or signed this Agreement.

33.3 Modifications. Nothing herein will, however, preclude the Board and the UFF from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify in writing any of the provisions of this Agreement.

ARTICLE 34
DEFINITIONS

As used in this Agreement, the term:

"academic year" mean s a period consisting of a Fall and Spring semester of approximately thirty-nine (39) contiguous weeks.

“bargaining unit" means those faculty members, collectively, represented for collective bargaining purposes by the UFF.

"Board" or "Board of Trustees" means the legally responsible governing body of the University of West Florida.

"break in service" means those absences following which the faculty member is treated as a new faculty member for purposes of computing seniority and years of service.

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

"continuous service" means employment uninterrupted by a break in service. For academic year

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faculty (9 or 10 month faculty), one (1) year of continuous service is equivalent to the nine (9) or ten (10) month employment period.

"days" means calendar days, unless otherwise specified.

"department/unit" means a department or comparable administrative unit generally equivalent in size and character to a department.

"equitable" means fair and reasonable under the circumstances.

"faculty " or "faculty member" means any member of the bargaining unit.

"grievance" means a dispute filed on a form referenced in section 22.4(d) concerning the interpretation or application of a specific term or provision of this Agreement, subject to those exclusions appearing in other Articles of this Agreement.

"grievant" means a faculty member or group of faculty who has/have filed a grievance in a dispute over a provision of this Agreement which confers rights upon the faculty member(s).

"months" means calendar months.

"principal place of employment" means the campus location or other University site specified on the faculty member's standard employment contract.

"semester" means one of the two approximately 19.5 week periods which together constitute the academic year.

"supervisor" means an individual identified by the President or representative as having immediate administrative authority over bargaining unit faculty members.

"UFF" means the University of West Florida Chapter of the United Faculty of Florida. "unit"

means a recognized administrative or organizational entity.

"University" means the University of West Florida, acting though the President or representative on behalf of the University of West Florida Board of Trustees

"University community" means the collective faculty, staff, students, administrators, third party vendors, and visitors and programs that comprise the University of West Florida

"year" means a period of twelve (12) consecutive months.

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RATIFIED BY.

FOR THE UNIVERSITY OF WEST FLORIDA BOARD OF TRUSTEES

DocuSigned by:
Dave Cleveland
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12/18/2020

DAVID E. CLEVELAND, CHAIR — DATE

DocuSigned by:
Martha Saunders
D54A387C376848D...

12/18/2020

MARTHA D. SAUNDERS, PRESIDENT — DATE

FOR THE UNITED FACULTY OF FLORIDA, UWF CHAPTER

DocuSigned by:
95CFFE4D99FD4C6...

12/18/2020

DR. RAMIE GOUGEON, PRESIDENT — DATE

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APPENDIX A
POSITION CLASSIFICATIONS IN THE BARGAINING UNIT

All faculty at the University of West Florida in the following position classifications holding regular, visiting, provisional, research, affiliate, or joint appointments are included in the bargaining unit.

8862 Associate Clinical Professor
8863 Clinical Professor
9001 Professor
9002 Associate Professor
9003 Assistant Professor
9004 Instructor
9005 Lecturer
9009 Eminent Scholar
9053 University Librarian
9054 Associate University Librarian
9055 Assistant University Librarian
9056 Instructor Librarian
9120 Associate in
9121 Assistant in
9145 Assistant Professor of Clinical Practice
9160 Research Scholar/Scientist/Engineer
9161 Associate Research Scholar/Scientist/Engineer
9162 Assistant Research Scholar/Scientist/Engineer
9166 Research Associate
9173 Counselor/Advisor

All employees with the following class code and titles are excluded from the bargaining unit:

9001 Vice President, Associate Vice President, Director, Dean, Associate Dean, Chair
9002 Associate Vice President, Associate Dean, Chair, Assistant Dean, Director
9003 Associate Dean, Assistant Dean, Director, Associate Vice President
9004 Assistant Dean, Director, Associate Director
9053 Director University Library, Associate Direct University Library, Manager
9120 Manager
9199 Faculty Administrator, Director, Associate Director, and all other employees of the University of West Florida are excluded from this bargaining unit

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APPENDIX B
UNITED FACULTY OF FLORIDA
UFF-FEA-NEA
UFF DUES CHECK-OFF AUTHORIZATION FORM

I,_____, authorize the University of West Florida Board of Trustees to deduct from my pay, starting with the first full biweekly pay period commencing not earlier than seven (7) days from the date this authorization is received by the Board, membership dues of the United Faculty of Florida in such amount as may be established from time to time in accordance with the constitution and bylaws of the UFF and certified in writing to the University of West Florida Board of Trustees by the UFF, and I direct that the sum so deducted be paid over to the UFF.

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

The above deduction authorization will continue until either (1) revoked by me at any time upon thirty (30) days written notice to the University of West Florida Board of Trustees, University Office of Human Resources, and to UFF, or (2) my transfer or promotion out of this bargaining unit. Unless this Dues Check-off Authorization is revoked in the manner heretofore stated, this authorization will remain in full force and effect in accordance with the provisions of section 447.303, Florida Statutes.

_____	_____
Date	Faculty Member's Signature
_____	_____
Social Security Number	Name -printed
_____	_____
Department	University

Effective Date, if later than above:

Please return to your Chapter Treasurer or to the UFF State Office, FTP-NEA Building, 213 South Adams, Street, Tallahassee, Florida 32301

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Please PRINT complete information where necessary

Social Security Number

Circle One
Dr. Mr. Ms. Mrs. Last Name, First Name

Home Address Department

City, State, Zip Code Office Phone

Campus Address Home Phone

City, State,Zip Code

Please enroll me as a member of the United Faculty of Florida (UFF-FTP-NEA)

All UFF members are also members of the Florida Teaching Profession-National Education Association, FTP-PAC (Political Action Committee), and the National Education Association at no additional cost.

UFF-FTP-NEA dues are 1 percent of total salary* for members for which the United Faculty of Florida is the bargaining agent. If you do not wish to contribute to the FTP-PAC, notify FTP-NEA for refund information. UFF-FTP-NEA dues payments and contributions to FTP-PAC are not tax deductible as charitable contributions for Federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

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

Signature of Member

Date

Return your completed membership form to your Chapter Treasurer or to the UFF State Office, FTP-NEA Building, 213 South Adams Street, Tallahassee, Florida 32301

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UNITED FACULTY OF FLORIDA
UFF-FTP-NEA UFF-PAC
PAYROLL DEDUCTION AUTHORIZATION FORM

I,_____, authorize the University of West Florida Board of Trustees to deduct from my pay, starting with the first full biweekly pay period commencing not earlier than seven (7) days from the date this authorization is received by the University, contributions to the UFF Political Action Committee in the amount of $1.00 per pay period, and I direct that the sum so deducted be paid over to the UFF.

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

The above deduction authorization will continue until either (1) revoked by me at any time upon thirty (30) days written notice to the University Office of Human Resources and to the UFF, or (2) by my transfer or promotion out of this bargaining unit.

_____	_____
Date	Signature of Member
_____	_____
Department	University

Effective date, if later than above:

Return to your Chapter Treasurer or to the UFF State Office, FTP-NEA Building, 213 South Adams Street, Tallahassee, Florida 32301

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UFF-PAC FORM*

Please PRINT complete information where necessary.

Circle One: Dr. Mr. Ms. Mrs.

Social Security Number_____

Last Name, First Name: _____

_____ _____ _____

Home Address Precinct Party

_____ _____ _____

Street State Sen. Dist. State House Dist.

_____

City, State, Zip Code

Cong. Dist._____ Race_____Sex_____ Birth Date_____

Please enroll me as a member of the United Faculty of Florida Political Action Committee. UFF-PAC contributions are in the amount of $1.00 per pay period.

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

_____ _____

Signature of Member Date

*This form is provided by the UFF for the convenience of its members

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APPENDIX C GRIEVANCE FORM

I.Date (Received by the University administration_____

GRIEVANT

NAME:_____

STEP 1 GRIEVANCE REPRESENTATIVE

NAME: _____

CAMPUS MAILING ADDRESSES:

COLLEGE:_____

DEPARTMENT: _____

_____

OFFICE PHONE _____

OFFICE PHONE _____

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

Other address to which University mailings pertaining to the grievance will be sent:

_____

_____

_____

I I . GRIEVANCE

Article(s) and section(s) of the Agreement allegedly violated:

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

Remedy sought:

(See page 2 for additional requirements)

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III. AUTHORIZATION

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

UFF _____

_____Legal Counsel _____

_____Myself _____

I (do)_____(do not)_____want a postponement for up to thirty (30) days to seek informal resolution of this grievance.

I UNDERSTAND AND AGREE THAT BY FILING THIS GRIEVANCE, I WAIVE WHATEVER RIGHTS I MAY HAVE UNDER CHAPTER 120 OF THE FLORIDA STATUTES WITH REGARD TO THE MATTERS I HAVE RAISED HEREIN AND UNDER ALL OTHER UNIVERSITY PROCEDURES WHICH MAY BE AVAILABLE TO ADDRESS THESE MATTERS.

This grievance was filed with (check one):

Provost's Office _

President's Office

This grievance was filed on_____by (check one)

Personal delivery

U. S. Mail (postmark date)

Fax

_____

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

The Step 1 decision will be transmitted to the Grievant's Step 1 Representative in accordance with Article 22 (Grievance Procedure and Arbitration) 9

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UNIVERSITY OF WEST FLORIDA
Board of Trustees/United Faculty of Florida

APPENDIX D REQUEST FOR REVIEW OF STEP 1 DECISION

DATE OF RECEIPT BY PRESIDENT'S OFFICE:

Grievant filed this request for review with the President's Office by (check one):

Personal Delivery:

U. S. Mail (postmark date)

Fax:

Grievant or grievant's representative received the Step 1 decision on

GRIEVANT NAME :

STEP 1 GRIEVANCE REPRESENTATIVE NAME:

CAMPUS MAILING ADDRESSES:

COLLEGE:_____ _____

DEPT._____ _____

_____ _____

_____ _____

OFFICE PHONE

OFFICE PHONE –

DATE OF STEP 1 DECISION:_____

Article(s) and section(s) of the Agreement allegedly violated (as specified in Step 1)

_____

_____

_____

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I hereby request that the President or representative review the attached decision made in connection with the attached grievance because:

Remedy sought (only if initial filing is at Step 2):

_____
(Signature of Grievant)
I am represented in this grievance by (check one-representative should sign on appropriate line):

UFF _____

_____Legal Counsel _____

_____Myself _____

A copy of the following documents must be attached to this Request at the time of its filing with the President or representative:

1. Appendix C-original grievance form filed with the University administration
2. Step 1 Decision, if issued by the University
3. All attachments to Step 1 Decision

Copies of this decision will be sent to Grievant and the Grievant's Step 2 representative, and to the UFF if grievant elected self-representation or representation by legal counsel. 96

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UNIVERSITY OF WEST FLORIDA
Board of Trustees/United Faculty of Florida

APPENDIX E

NOTICE OF ARBITRATION

DATE OF RECEIPT BY PRESIDENT'S OFFICE:

This notice was filed with the President's Office by (check one):

Personal Delivery

U. S. Mail (postmark date)

Fax

The United Faculty of Florida hereby gives notice of its intent to proceed to arbitration in connection with the Step 2 decision of the President's office of the University of West Florida dated_____and received by the UFF State Office on _____in this grievance of:

NAME: _____

BOT FILE NO:_____

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

_____
(Signature of the UFF President or Director of Arbitrations)

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

_____
(Signature of Grievant)

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APPENDIX F

(Reserved)

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APPENDIX G
THE UNIVERSITY OF WEST FLORIDA
SALARY INCREASE NOTIFICATION
(dates)
UNIT FACULTY

EMPLOYEE : UNIVERSITY ID #:

FUND -ORG: POSITION #:

YOUR SALARY INCREASE, EFFECTIVE_____IS:

CURRENT (____ -____) SALARY:

PROMOTION:

DEPARTMENTAL MERIT:

GUARANTEED MINIMUM:

GENERAL INCREASE:

LUMP SUM:

SALARY RATE (date):

THE RECOMMENDATION FOR YOUR SALARY INCREASE WAS REVIEWED BY YOUR DEAN AND/OR DIVISION HEAD.

THIS DOCUMENT PRESENTS SALARY INCREASE DATA ONLY. PLEASE REFER TO YOUR CONTRACT FOR COMPLETE DETAILS OF YOUR EMPLOYMENT

YOU MAY REQUEST A CONFERENCE TO DISCUSS THIS INCREASE. *

This form is provided for informational purposes only.

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APPENDIX H
BOARD OF TRUSTEES AND UNITED FACULTY OF FLORIDA EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION PROCEDURE

H.1 Exclusive Method.

(a) The University of West Florida Board of Trustees and the United Faculty of Florida agree to the following procedure as the exclusive method of resolving disputes under section 10.3 of the Agreement which allege that a faculty member's assignment has been imposed arbitrarily or unreasonably.

(b) A faculty member who alleges that the assignment has been imposed arbitrarily or unreasonably may file a grievance under Article 22 (Grievance Procedure and Arbitration) of the Board of Trustees-United Faculty of Florida Agreement only to enforce the exclusive Assignment Dispute Resolution (ADR) procedure delineated below, not to seek a determination as to whether an assignment has been arbitrarily or unreasonably imposed.

H.2 Time Limits.

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

(b) All time limits specified herein may be extended by mutual agreement of the Board and the UFF representative.

(1) Upon failure of the faculty member's UFF representative to comply with the time limits herein the dispute will be deemed to have been finally determined at the prior step.

(2) If the Board fails to comply with the time limits herein, the dispute will proceed to the next step of this process.

(c) Throughout Appendix H, reference to "days" refers to "calendar days. "The "end of the day" will refer to the end of the business day, i.e., 5:00 pm.

H.3 Assignment Dispute Resolution Procedures

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

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(b) Within four (4) days of receipt of the ADR Form, the individual responsible for making the assignment will meet with the faculty member and discuss the dispute. The Dean, at his or her discretion, may also participate in this meeting or may substitute for the individual making the assignment. Within three (3) days after this conference, such individual(s) will complete Part 1 of the ADR Form and deliver it to the faculty member.

(c) If the faculty member continues to be aggrieved following the initial conference, the faculty member will file the ADR Form, with Part 1 completed, with the Provost's office no later than three (3) days after receipt of the completed Part 1 of the ADR Form.

(d) The UFF representative will schedule a meeting with the Provost or representative to be held no later than four (4) days after filing the ADR Form with the Provost's office. At this meeting, the faculty member, the UFF representative, and the Provost or representative will discuss the dispute and attempt to resolve it. Within three (3) days after the conclusion of this meeting, the Provost or representative will complete Part 2 of the ADR Form and deliver it to the UFF representative.

(e) If consultation with the Provost or representative does not resolve the matter, the UFF representative may file, within four (4) days of that meeting, Part 3 of the ADR Form (with supporting documentation) with the President's office indicating an intention to submit the dispute to an Assignment Dispute Resolution Panel.

(f) Within seven (7) days of receipt of the completed ADR Form and other documentation, the President or representative may place a written explanation, a brief statement of the Board's position, a list of expected witnesses, and other relevant documentation in the faculty member's ADR File and present a copy of all documents placed in the faculty member's ADR File to the UFF representative as soon as practicable thereafter. The UFF Representative may place a list of the faculty member's expected witnesses into the file.

(g) At the time that the completed ADR Form is filed in the President's office, the UFF representative will schedule a meeting with the President or representative for the purpose of selecting an Assignment Dispute Resolution Panel. This meeting will be scheduled for no later than seven (7) days after filing of the completed ADR Form. The Assignment Dispute Resolution Panel will be composed of one individual selected by the UFF, one individual selected by the President or representative, and one individual agreed upon by both parties. Suggested criteria for selection of panel members are familiarity with academic assignments and availability to serve in the requisite time frame.

(h) The President or representative will contact the selected individuals no later than three (3) days following the selection. Should an individual selected be unable to serve, the President or representative will contact the UFF representative and an alternative choice will be made as quickly as practicable.

(i) Upon the agreement of the selected individuals to participate, the ADR panel will select one member to be the Chair. The President or representative will provide the faculty member's ADR file to the panel members.

(j) The ADR meeting will be scheduled as soon as practicable after the panel members have received the faculty member's ADR File. The President or representative will notify the UFF representative of the time and place of the ADR meeting no later than three (3) days prior to its being convened.

(k) No person concerned with or involved in the assignment dispute will attempt to lobby or otherwise influence the panel members.

(1) The ADR meeting will be conducted as follows:

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(1) The Assignment Dispute Resolution Panel Chair will conduct and have total authority at the ADR meeting. The panel Chair may conduct the ADR meeting in whatever fashion, consistent with this Agreement that will aid in arriving at a just decision.

(2) The panel Chair will submit to all parties, on Part 4 of the ADR Form, within three (3) days after the close of the ADR meeting, a written, binding decision as to whether the assignment was imposed arbitrarily or unreasonably. The decision will include the reasons for the panel's determination.

(3) If the panel decides that the faculty member's assignment was imposed arbitrarily or unreasonably, the panel may also suggest an appropriate remedy. This suggestion is not binding on the University, but will be used by the President or representative in fashioning an appropriate remedy.

APPENDIX "H" EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION FORM PART

1: STATEMENT OF DISPUTE

_____
Faculty member's name

_____
Faculty member's address

_____
Department

_____
Date assignment was made

_____
Person making the assignment

_____
Beginning date of the assignment
I believe the assignment was arbitrarily or unreasonably imposed because:

_____ _____
Faculty member's signature UFF representative's signature

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APPENDIX "H" EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION FORM

_____ _____

Date filed Date of Meeting

The assignment was not arbitrarily or unreasonably imposed:

The disputed assignment has been resolved:

_____ _____

Person making the assignment Date of decision

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

I UNDERSTAND AND AGREE THAT BY FILING THIS GRIEVANCE, I WAIVE WHATEVER RIGHTS I MAY HAVE UNDER CHAPTER 120 OF THE FLORIDA STATUTES WITH REGARD TO THE MATTERS I HAVE RAISED HEREIN AND UNDER ALL OTHER UNIVERSITY PROCEDURES WHICH MAY BE AVAILABLE TO ADDRESS THESE MATTERS.

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PART 2: DECISION OF PROVOST OR REPRESENTATIVE

_____ _____

Date filed with Provost's Office Date of conference

The assignment was not arbitrarily or unreasonably imposed:

The disputed assignment has been resolved in the following manner:

_____ _____

Provost or Representative Date of decision

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PART 3:
UFF NOTICE OF INTENT TO REFER ASSIGNMENT DISPUTE TO AN ADR PANEL

The decision of the Provost or representative is not satisfactory and the UFF hereby gives notice of its intent to refer the dispute to an Assignment Dispute Resolution Panel.

Faculty member's name	Date of receipt by President or representative
UFF representative	Receipt acknowledged by President or representative

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PART 4: ASSIGNMENT DISPUTE RESOLUTION PANEL'SDECISION

The disputed assignment was_____/ was not_____arbitrarily or unreasonably imposed.

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

Suggested remedy (optional):

ADR Panel Chair's name

Faculty member's name

ADR Panel Chair's signature

Date ofdecision

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UNIVERSITY OF WEST FLORIDA
Board of Trustees/United Faculty of Florida

APPENDIX L

[TEXT]

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MEMORANDUM OF UNDERSTANDING: COVID-19 HEALTH EMERGENCY

Comes Now the University of West Florida (UWF-BOT) and the United Faculty of Florida Chapter at the University of West Florida (UWF-UFF) and agrees to the following:

1. During the current health emergency brought on by the coronavirus pandemic, UFF-UWF and the UWF-BOT are committed to maintaining the productive and efficient operation of the University in a safe and healthy environment. To this end, the parties agree that the terms and conditions contained herein shall be observed.

2. The collective bargaining agreement and Federal and State Intellectual Property Law shall apply to all new course content and course delivery materials created as remote instruction mandated by the Board of Governors in response to COVID-19.

3. Faculty shall be provided the option of excluding Spring and Summer 2020 semesters course evaluations from use in preparing these annual evaluations.

4. Because the impacts of COVID-19 health emergency are national and international in scope, any impacts of the health emergency, including those on the national or international level, that inhibit faculty members' ability to conduct or present their scholarship, creative activities, and research, shall not negatively affect a faculty member's 2019-2020 annual evaluations. The faculty member shall document such effects where applicable.

Michael Matthews
Chief Negotiator – UWF BOT

April 28, 2020
Date

Chief Negotiator – UFF UWF

April 28, 2020
Date

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5. Where faculty have made nonrefundable preparations and accommodations connected to previously approved university travel, and the conference or event of the approved travel is cancelled because of the COVID-19 health emergency, the faculty member shall use the University's established protocol pursuant to Florida Statute 112.061 and the University of West Florida Travel Manual to seek reimbursement. In such instances, the faculty member must document a good faith effort on the faculty member's part to secure reimbursement from the entities that received the nonrefundable payments connected to the previously approved travel. The University shall consider means in which the faculty may utilize these funds in circumstances where the cancelled conference or event is rescheduled on a later date, subject to the availability of funding..

6. The mandatory closure of university research facilities shall not negatively impact 2019-2020 evaluations (including SPE), tenure, or promotion. The faculty member shall document such impacts.

7. The university has been actively permitting faculty in "high risk" categories to self-identify and work remotely where possible. The University will continue this practice for a period of time not to exceed the effective period of Florida's March 9, 2020, declaration of a public health emergency, unless earlier revoked or extended. At the time of the expiration of the March 9, 2020 declaration the University will revisit upon request the status of those covered by this section.

Michael Zhattinne
Chief Negotiator – UWF BOT

April 28, 2020
Date

Chief Negotiator – UFF UWF

April 28 2020
Date

DocuSign Envelope ID: A2B95997-4FD1-4490-9659-E256F623DE90

8. The university will continue to allow work to be performed by the faculty from a remote location as long as doing so does not interfere with their performance of duties. The University will continue this practice for a period of time not to exceed the effective period of Florida's March 9, 2020, declaration of a public health emergency, unless earlier revoked or extended. At the time of the expiration of the March 9, 2020 declaration the University will revisit upon request the status of those covered by this section.

9. Pre-tenure faculty will have the option of extending the time clock for a tenure application by one year. The University will establish a procedure and timetable for the exercise of this option. Faculty will continue to have the opportunity to request an extension of the tenure clock as set forth in the collective bargaining agreement. All other employment actions allowed by the collective bargaining agreement remain in effect.

10. The University shall continue to comply with the requirements of the Families First Coronavirus Response Act. The Office of Human Resources is available to provide information as to how the FFCRA may apply to any faculty member.

11. Faculty scheduled for a Sustained Performance Evaluation for the 2020-2021 academic year will have the one-time option to postpone the SPE by one year. This one-time postponement shall not constitute the use of the one-time postponement option of the SPE as contained in the collective bargaining agreement.

Michael Martinez
Chief Negotiator – UWF BOT

April 28, 2020
Date

Chief Negotiator – UFF UWF

April 28 2020
Date

DocuSign Envelope ID: A2B95997-4FD1-4490-9659-E256F623DE90

UFF-UWF Proposal
October 8, 2020

MEMORANDUM OF UNDERSTANDING

Comes Now the University of West Florida (UWF-BOT) and the United Faculty of Florida Chapter at the University of West Florida (UFF-UWF) and agrees to the following:

1. The UWF-BOT will establish the positions of Senior Lecturer, Senior Instructor, and Senior Research Associate and petition the Florida Public Employees Relations Commission to clarify the existing faculty bargaining unit to include these newly created positions. No faculty member may apply for promotion to the rank of Senior Lecturer, Senior Instructor, or Senior Research Associate prior to:

(a) the creation of promotion criteria for these ranks as governed by Article 15 - Promotion Procedure of the Collective Bargaining Agreement, and

(b) the negotiation by the bargaining teams of an appropriate date of implementation, promotion percentage increase, and rollout schedule for the positions of Senior Lecturer, Senior Instructor, and Senior Research Associate.

Chief Negotiator – UWF BOT

October 12, 2020
Date

Chief Negotiator – UFF UWF

Oct. 12 2020
Date

DocuSign Envelope ID: A2B95997-4FD1-4490-9659-E256F623DE90

UFF-UWF Proposal
August 31, 2020

MEMORANDUM OF UNDERSTANDING

Comes Now the University of West Florida (UWF-BOT) and the United Faculty of Florida Chapter at the University of West Florida (UWF-UFF) and agrees to the following:

1. The Collective Bargaining Agreement at Article 26.6 Phased Retirement Program states, in part, that a faculty member's Phased-Retirement participatory eligibility "will expire on the faculty member's 65th birthday."
2. The UFF-UWF and UWF-BOT agree that in-unit faculty members who are age 65 or older during the 2020-2021 and 2021-2022 academic and who meet all other eligibility requirements to participate in the Phased Retirement Program, shall be allowed to participate fully in the Phased Retirement Program so long as, during the 2020-2021 or 2021-2022 academic year, they provide written notice of such decision to the university as outlined in Article 26.6(a)(1) of the Collective Bargaining Agreement.
3. All other Article 26 terms and conditions for a faculty member's participation in the Phased Retirement Program shall apply for faculty aged 65 or older who elect to participate in the Phased Retirement Program by providing notice of such decision during the 2020-2021 or 2021-2022 academic years as defined herein.
4. The opportunity for eligible faculty age 65 and older to elect to participate in the Phased Retirement Program shall expire, unless otherwise negotiated by the parties, at the conclusion of the 2021-2022 academic year.

Michael Martinez
Chief Negotiator – UWF BOT

October 12, 2020
Date

Chief Negotiator – UFF UWF

Oct. 12, 2020
Date

DocuSign Envelope ID: A2B95997-4FD1-4490-9659-E256F623DE90

UFF-UWF Proposal
August 19, 2020

MEMORANDUM OF UNDERSTANDING

Comes Now the University of West Florida (UWF-BOT) and the United Faculty of Florida Chapter at the University of West Florida (UWF-UFF) and agrees to the following:

1. The Collective Bargaining Agreement at Article 3 limits the consecutive use of released time for a faculty member to any semester in each of a four-year period.
2. The UWF-UFF and UWF-BOT agree that the four year cap at Section 3.4 of the collective bargaining agreement will not be enforced during Spring 2021.

Michael Whittington
Chief Negotiator – UWF BOT

October 12, 2020
Date

Chief Negotiator – UFF UWF

Oct. 12, 2020
Date

DocuSign Envelope ID: A2B95997-4FD1-4490-9659-E256F623DE90

MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITY OF WEST FLORIDA BOARD OF TRUSTEES
AND
THE UNITED FACULTY OF FLORIDA - FACULTY UNIT
Pilot Tuition Scholarship Program for Dependents

WHEREAS, the University of West Florida Board of Trustees (hereinafter "Board") and the United Faculty of Florida for the Faculty Unit (hereinafter "UFF") seek to continue to improve faculty retention and recruitment; and

WHEREAS, the Board and the UFF recognize that offering an expanded tuition program to the dependents of qualifying faculty members is one element that can contribute to achieving these goals; and

WHEREAS, the Board and the UFF wish to provide a pilot program of the Tuition Scholarship Program for Dependents to continue to assess its long-term feasibility.

NOW, THEREFORE, the Board and the UFF understand and agree to the following:

1. A pilot program, for the 2019-2020 and 2020-2021 academic years, to offer undergraduate tuition scholarship benefits to dependent children of faculty members.
    a. As a part of the tuition scholarship program for dependents, the University will choose at random from a pool of eligible applicants, dependent children of qualifying University faculty to participate in the program during the 2019-2020 and 2020-2021 academic years and will provide up to $35,000 in total tuition scholarship benefits per academic year for the program. Eligible students must submit the scholarship application by August 27, 2019 for participation in the program for the 2019-2020 academic year. The application date for the 2020-2021 academic year will be determined at a future date. Additional tuition scholarship benefits will not be distributed in excess of the specified limit for each academic year, regardless of a dependent child's eligibility.
    b. Faculty members who have completed one year of continuous service by August 7, 2019 and who are full-time faculty members, including faculty members on sabbaticals or on professional development or grants-in-aid leave, are qualifying faculty members whose dependent is eligible for the Tuition Scholarship Program for Dependents that will provide a scholarship to cover the costs of tuition for up to three (3) credit hours of undergraduate instruction per term (Fall and Spring), in addition to the existing tuition benefit at Article 26 of the collective bargaining agreement.
    c. For purposes of this program, a "dependent" is any natural, adopted, or stepchild of the faculty member, or any other child for whom the faculty member is a legal guardian, under the age of twenty-five (25) as of the first day of classes for the semester. Also considered a dependent for purposes of this program are children over age 25 who are natural, adopted, or step children or any other child for whom the faculty member is a legal guardian as long as the faculty member's federal tax return indicates the child is a dependent or as long as the faculty member pays 50% of that child's support, as defined by the Internal Revenue Code. Special circumstances that suggest consideration of a case not fitting the above definition of "dependent" should be presented to the Director of Human Resources. Documentation to verify dependent classification may be required.

Michael Martinez
July 11, 2019

Patty Witt
July 15, 2019

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d. For each dependent child selected, the University will pay $315.21 per semester (the cost of three undergraduate credit hours) towards the cost of tuition for Fall and Spring of the 2019-2020 and 2020-2021 academic years. For students already offered a financial aid package for 2019-2020, receipt of this scholarship may result in a reduction or update to existing aid package.
e. A dependent child must meet the admission standards, must be admitted and must be degree seeking in order to qualify for the tuition scholarship.
f. Continuation of the tuition scholarship is contingent upon remaining in good academic standing as defined by the University registrar and maintaining a 2.0 cumulative institutional GPA. Students on warning, probation, dismissal or reinstated from dismissal while eligible to enroll may not be eligible for the scholarship until they re-establish good academic standing as defined by the University registrar.
g. A dependent child loses their eligibility if a Student Code of Conduct violation results in their expulsion, suspension, expulsion from residence halls, or involuntary withdrawal.
h. An undergraduate dependent must take at least 15 credit hours per term, including the scholarship program hours to be eligible for participation in the program. In the event the 15-hour requirement is unreasonable or unnecessary, the scholarship recipient can petition the academic dean or equivalent in their college/school for an "underload," and if approved, the scholarship will remain available to the recipient. In no circumstances will the scholarship be provided if the student is enrolled in less than 12 hours per term.

2. At the conclusion of the pilot program, the Board and the UFF will evaluate the Tuition Scholarship Program for Dependents pilot to assess its sustainability. Both the Board and the UFF must agree to continue the program past the pilot, and without agreement of both parties, the Tuition Scholarship Program for Dependents will automatically sunset.

For the Board:	For the UFF:
Michael Mattimore	
July 11, 2019	July 15, 2019
Date	Date

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UFF-UWF Proposal
July 11, 2019

MEMORANDUM OF UNDERSTANDING

Comes Now the University of West Florida (UWF-BOT) and the United Faculty of Florida Chapter at the University of West Florida (UWF-UFF) and agrees to the following:

1. The UWF-BOT will establish the positions of Associate Clinical Professor and Clinical Professor and petition the Florida Public Employees Relations Commission to clarify the existing faculty bargaining unit to include these newly created positions. No faculty member may apply for promotion to the rank of Associate Clinical Professor or Clinical Professor prior to the 2023-2024 academic year.

Michael Zolattinno
Chief Negotiator – UWF BOT

July 11, 2019
Date

Chief Negotiator – UFF UWF

July 15, 2019
Date