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**Collective Bargaining Agreement**

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~~**2016-2019**~~

**2021 - 2024**

**Between the**

**University of South Florida Board of Trustees**

**and**

**United Faculty of Florida**

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## Article 1 - Recognition

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

### 1.2 University Rules, ~~and~~ Policies, Regulations and Resolutions.

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

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

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

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

### 1.3 Board of Trustee Meetings.

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

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

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

## Article 2 - Consultation

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

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

129  
130 2.2 Diversity Plans. The University shall provide to the UFF, without cost, a copy of any plans to  
131 ensure diversity, and updates of such plans.  
132  
133

### 134 **Article 3 - UFF Privileges**

135 3.1 Use of Facilities and Services. Subject to the rules of the University and the terms of this  
136 Agreement, the UFF shall have the right to use University facilities for meetings and all other services on  
137 the same basis as they are generally available to other university-related organizations which are defined  
138 as follows:  
139

140 University-Related Groups and Organizations. These groups and organizations may or may not receive  
141 budgetary support. Examples of such groups include student organizations, honor societies, fraternities,  
142 sororities, alumni associations, faculty committees, University Support Personnel Systems council, direct  
143 support organizations, the United Faculty of Florida, etc.  
144

145 3.2 Communications.  
146

147 A. UFF may post bulletins and notices relevant to its position as the collective bargaining  
148 agent on a reasonable number of existing bulletin boards but on at least one bulletin board per building  
149 where a substantial number of employees have offices. Specific locations shall be mutually selected by  
150 the University and the local UFF Chapter in the course of consultation pursuant to Article 2, Consultation.  
151 All materials placed on the designated bulletin boards shall bear the date of posting and may be removed  
152 by the University after having been posted for a period of thirty (30) days. If materials do not bear a date  
153 of posting the University may remove them at any time. In addition, such bulletin boards may not be used  
154 for election campaigns for public office or exclusive collective bargaining representation.  
155

156 B. The University will place a link in an appropriate place on the University web site to the  
157 web site of the local UFF chapter.  
158

159 C. Accessing existing university e-mail listservs or establishing a new listserv allowing the  
160 UFF electronic communications with employees shall be the subject of consultation pursuant to Article  
161 2, Consultation. UFF agrees to pay a reasonable annual fee to the University if access to a University  
162 maintained e-mail listserv is provided. However, such listservs may not be used for election campaigns  
163 for public office or for exclusive collective bargaining representation. Employees who are e-mail  
164 recipients of the listserv shall have the right to have themselves removed from the listserv upon their  
165 written request.  
166

167 D. Except in non-reappointment and disciplinary matters, email communications shall  
168 suffice as an alternative in cases where certified mail or personal delivery is required by this  
169 Agreement. An electronic delivery receipt or email acknowledgement from the recipient to the sender  
170 will be considered proof of receipt. Official University mail addresses shall be used for this purpose if  
171 available.  
172

173 3.3 Leave of Absence -- Union Activity.  
174

175 At the written request of the UFF, provided no later than May 1 of the year prior to the beginning of the  
176 academic year when such leave is to become effective, a full-time or part-time leave of absence for the  
177 academic year shall be granted to up to 4 employees designated by the UFF for the purpose of carrying out  
178 UFF's obligations in representing employees and administering this Agreement, including lobbying and other  
179 political representation. Such leave may also be granted to up to 2 employees for the entire summer term,  
180 upon written request by the UFF provided no later than March 15 of the preceding academic year. Upon the  
181 failure of the UFF to provide the University with a list of designees by the specified deadlines, the University

182 may refuse to honor any of the requests that were submitted late.

183  
184 A. No more than one employee per fifteen (15) employees per department/unit, need be  
185 granted such leave at any one time.

186  
187 B. The employee(s) shall be placed in unpaid leave status. The employee will be  
188 responsible for continuation of benefits during the unpaid leave.

189  
190 C. Employees on full-time leave under this paragraph shall, upon return to paid status, be  
191 eligible to receive salary increases in accordance with the provisions of Article 17.11. Employees on less  
192 than full-time leave under this paragraph shall be eligible to receive salary increases on the same basis as  
193 other employees.

194  
195 D. An employee who has been granted leave under this Article for two (2) consecutive  
196 academic years shall not again be eligible for such leave until two (2) consecutive academic years have  
197 elapsed following the end of the leave. Two (2) employees, designated by the UFF, shall be exempt from  
198 the provisions of this subsection. Other exceptions may be granted at the discretion of the University upon  
199 prior written request by the UFF.

200  
201 E. The University or the USF Board shall not be liable for the acts or omissions of said  
202 employees during the leave and the UFF shall hold the University and the USF Board harmless for any  
203 such acts or omissions, including the cost of defending against such claims.

204  
205 F. An employee on such leave shall not be evaluated for this activity nor shall such activity  
206 be considered by the University in making personnel decisions.

207  
208 3.4 Released Time.

209  
210 A. The University agrees to provide a total of six (6) units of released time in both the Fall  
211 and Spring semester to full-time employees designated by the UFF for the purpose of carrying out the  
212 UFF's obligations in representing employees and administering this Agreement. The UFF may designate  
213 employees to receive released time during the academic year, subject to the following conditions:

214  
215 (1). No more than one (1) employee per fifteen (15) employees per department/unit may  
216 be granted released time at any one time, nor may any employee be granted more than a two (2)  
217 unit reduction in a single semester.

218  
219 (2). The UFF shall provide the University with a list of designees for the academic year no  
220 later than May 1 of the preceding academic year. The designees shall serve for one (1) academic  
221 year. Substitutions for the spring semester may be made upon written notification submitted by the  
222 UFF to the University no later than October 15.

223  
224 B. A "unit" of released time shall consist of a reduction in teaching load of one (1) course per  
225 Fall or Spring semester for instructional employees or, for non-teaching employees, a reduction in workload  
226 of ten (10) hours per week. Two (2) units shall consist of a reduction in teaching load of two (2) courses per  
227 Fall or Spring semester for instructional employees or, for non-teaching employees, a reduction in workload  
228 of twenty (20) hours per week.

229  
230 C. Released time shall be used for conducting UFF business at the University or State level,  
231 and shall not be used for lobbying or other political representation. Leave for lobbying or other political  
232 representation may be purchased by the UFF pursuant to Section 3.

233  
234 D. Upon the failure of the UFF to provide a list of designees by the specified deadlines, the  
235 University may refuse to honor any of the released time requests which were submitted late. Substitutions  
236 submitted after the October 15 deadline shall be allowed at the discretion of the University.

237  
238 E. An employee who has been granted released time for either or both semesters during

239 four (4) consecutive academic years shall not again be eligible for released time until two (2) academic  
240 years have elapsed following the end of the fourth academic year in which such released time was  
241 granted.

242  
243 F. Employees on released time shall be eligible for salary increases on the same basis as  
244 other employees, but their released time activities shall not be evaluated nor taken into consideration by  
245 the University in making personnel decisions.

246  
247 G. Employees on released time shall retain all rights and responsibilities as employees but  
248 shall not be considered representatives of the University or USF Board for any activities undertaken on  
249 behalf of the UFF. The UFF agrees to hold the University and USF Board harmless for any claims arising  
250 from such activities, including the cost of defending against such claims.

251  
252 H. Summer. The UFF may designate three (3) employees to receive a thirteen week .25 FTE  
253 summer released time assignment however, no more than one employee per 15 employees per  
254 department/unit be designated to receive such released time. The UFF shall provide the University with a  
255 list of the designees no later than April 7th of the academic year preceding the summer term. All other  
256 provisions contained in Article 3.4 above, except 3.4A and 3.4B above, shall apply to summer released  
257 time.

258  
259

#### **Article 4 - Reserved Rights**

260

261  
262 4.1 Policy. The USF Board of Trustees retains and reserves to itself the rights, powers, and authority  
263 vested in it, including the right to plan, manage, and control the University of South Florida and in all  
264 respects carry out the ordinary and customary functions of management.

265

266 4.2 Limitations. All such rights, powers, and authority are retained by the USF Board of Trustees,  
267 subject only to those limitations imposed by this Agreement. Only violations of such limitations shall be  
268 subject to the Grievance Procedure.

269

270

#### **Article 5 - Academic Freedom and Responsibility**

271

272  
273 5.1 The University of South Florida affirms the principles of academic freedom and responsibility,  
274 which are rooted in a conception of the University as a community of scholars united in the pursuit of truth  
275 and wisdom in an atmosphere of tolerance and freedom.

276

277 5.2 Academic Freedom is the freedom of an employee to discuss all relevant matters in the classroom,  
278 to explore all avenues of scholarship, research, and creative expression, to speak freely on all matters of  
279 university governance, and to speak, write, or act as an individual, all without institutional discipline or  
280 restraint.

281

282 5.3 On the part of an employee, Academic Responsibility implies the honest performance of academic  
283 duties and obligations, the commitment to support the responsible exercise of freedom by others, and  
284 the candor to make it clear that the individual, while he or she may be freely identified as an employee of  
285 the University, he/she is not speaking as a representative of the University in matters of public interest.

286

287 5.4 On the part of the Administration, Academic Responsibility implies a commitment actively to  
288 foster within the University a climate favorable to responsible exercise of freedom, by adherence to  
289 principles of shared governance, which require that in the development of academic policies and  
290 processes, the professional judgments of employees are of primary importance.

291

292

#### **Article 6 - Nondiscrimination**

293

6.1 Statement of Intent.

294

A. The University and the UFF fully support all laws intended to protect and safeguard the rights

295 and opportunities of each employee to work in an environment free from any form of discrimination or  
296 harassment. The parties recognize their obligations under federal and state laws and rules and  
297 regulations prohibiting discrimination or harassment, including required implementation of affirmative  
298 action and equal opportunity programs.

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

305  
306 6.2 Policy.

307  
308 A. Nondiscrimination. Neither the University nor the UFF shall discriminate against any  
309 employee based upon race, color, sex, gender identity and expression, sexual orientation, religion,  
310 national origin, age, military status, veteran status, disability, political affiliation, or marital status, nor shall  
311 the University or the UFF abridge any rights of employees related to union activity granted under  
312 Chapter 447, Florida Statutes, including but not limited to the right to assist or to refrain from assisting  
313 the UFF. Personnel decisions shall be based on job-related criteria and performance.

314 B. Sexual Harassment.

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

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

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

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

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

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

348

349 6.3 Access to Documents. No employee shall be refused a request to inspect and copy documents  
350 relating to the employee's claim of discrimination, except for records which are exempt from the provisions  
351 of the Public Records Act, Chapter 119, Florida Statutes, provided, however, the University may charge  
352 for copies of documents in accordance with law, rule, university procedures, and this Agreement.  
353

354 6.4 Consultation. As part of the consultation process described in Article 2, Consultation the parties  
355 agree to discuss efforts made to appoint and retain women and minority employees.  
356

357 6.5. Grievance Procedures. Except with respect to alleged violations of Title IX claims of such  
358 discrimination by the University may be presented as grievances pursuant to Article 20, Grievance  
359 Procedure and Arbitration. It is the intent of the parties that matters which may be presented as  
360 grievances under the Grievance Procedure, be so presented and resolved thereunder instead of using  
361 other procedures. However, the UFF agrees not to process cases arising under this Article when alternate  
362 procedures to the Grievance Procedure are initiated by the grievant, except as specifically provided for  
363 in Article 20.3. With respect to alleged violations falling within the scope of Title IX, all such claims must be  
364 exclusively processed pursuant to the reporting requirements of Policy 0-004, and will be exclusively  
365 processed and resolved pursuant to said Policy. Such alleged violations shall not be subject to Article 20.  
366  
367  
368

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

370  
371 7.1 University Documents.

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

- 373 (1.) the agenda and minutes of the meetings of the University Board;  
374 (2.) the agenda and minutes of the meetings of campus boards;  
375 (3.) new University rules published under the Administrative Procedures Act; and  
376 (4.) the USF/UFF Agreement and all supplements to the Agreement.

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

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

383  
384 B. The University shall ensure that a copy of the following documents is made available in  
385 an easily accessible location in its libraries or by links on the university web site:

- 386 (1). the minutes of the meetings of the University Board of Trustees;  
387 (2). the University's rules published under the Administrative Procedures Act;  
388 (3). the University's operating budget, including the previous year's expenditure analysis; and  
389 (4). a copy of all official University Policies and Procedures.

## 390 **Article 8 - Appointment**

391 8.1 Policy.

392 The University shall exercise its authority to determine the standards, qualifications, and criteria so as to  
393 fill appointment vacancies in the bargaining unit with the best possible candidates. In furtherance of this  
394 aim, the University shall, (a) advertise such appointment vacancies, receive applications and screen  
395 candidates therefore, and make such appointments as it deems appropriate under such standards,  
396

397 qualifications, and criteria, and (b) commit to an effort to identify and seek qualified women and minority  
398 candidates for vacancies and new positions.

399  
400 8.2 Advertisement of Vacancies.

401 Bargaining unit vacancies shall be advertised in the position vacancy announcement system. Employees  
402 of lower or equivalent ranks, employees who are spouses of employees, and employees who are local  
403 residents shall not, in the hiring process, be disadvantaged for that reason, except as provided in Florida  
404 Statutes Chapter 112. Prior to making the decision to hire a candidate to fill a bargaining unit vacancy, the  
405 appropriate administrator(s) shall consider recommendations which have resulted from the review of  
406 candidates by employees in the department, and following the departmental and College guidelines for  
407 hiring.

408  
409 8.3 Appointments.

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

- 416  
417  
418 A. (1) Effective Date;  
419  
420 (2) Title, class code, rank, and appointment status;  
421  
422 (3) Employment unit (e.g., department, college, institute, area, center, etc.);  
423  
424 (4) An end date, if the appointment is for a limited duration. Otherwise, a statement  
425 indicating, "This employment offer will remain in force unless otherwise specified  
426  
427 (5) Special conditions of employment;  
428  
429 (6) A statement that the position is (1) tenured, (2) non-tenure earning, or (3) tenure-  
430 earning (specifying prior service in another institution to be credited toward  
431 tenure);  
432  
433 (7) A statement that the employee's signature on the standard employment contract shall  
434 not be deemed a waiver of the right to process a grievance with respect thereto in  
435 compliance with Article 20 Grievance Procedure and Arbitration;  
436  
437 (8) A statement that the appointment is subject to the Constitution and laws of the State  
438 of Florida and the United States, the rules and regulations of all applicable governing  
439 bodies of the University.  
440  
441 (9) Percent of full-time effort (FTE) assigned;  
442  
443 (10) Salary rate;  
444  
445 (11) The statement: "The USF/UFF Collective Bargaining Agreement (Article 6) prohibits  
446 discrimination against any employee based upon race, color, sex, gender identity and  
447 expression, sexual orientation, religion, national origin, age, military status, veteran  
448 status, disability, political affiliation, marital status, or employee rights related to union  
449 activity as granted under Chapter 447, Florida Statutes. Claims of such discrimination  
450 by the University may be presented as grievances pursuant to Article 20, Grievance  
451 Procedure and Arbitration";  
452  
453 (12) A statement informing the employee of the obligation to report outside activity and  
454 conflict of interest under the provisions of Article 19, Conflict of Interest and Outside  
Activity of the Agreement; and

455  
456 (13) Principal place of employment.  
457  
458

459 8.4 Changes in Appointments and Supplemental Appointments.  
460

461 A. Within (30) calendar days of any proposed changes in appointment terms, listed in 8.3 A (1)-  
462 (13), an employee shall receive a written employment document from the University outlining the  
463 proposed changes. No such proposed changes shall become effective and binding on the employee,  
464 except an increase in salary rate or promotion to a higher rank, unless and until agreed to and accepted  
465 in writing by the employee.  
466

467 B. An employee who has been given an assignment as a department/unit head is generally  
468 eligible for a change in appointment from nine (9) months to twelve (12) months, depending on the size  
469 and complexity of the department/unit. In addition to eligibility for the adjustment in salary from nine (9)  
470 month to twelve (12) month pay scale, the employee may be awarded a stipend, dependent on the  
471 number of faculty and the complexity of the department/unit.  
472

473 C. Promotion Raises  
474

- 475 1. All tenured employees and librarians receiving promotions shall receive a 9% increase to  
476 their base salary. In addition, employees promoted to Assistant Professor/Assistant  
477 University Librarian shall receive an additional \$3,000 base increase; employees  
478 promoted to Associate Professor/Associate University Librarian shall receive an additional  
479 \$5,000 base increase; employees promoted to Professor/ University Librarian shall  
480 receive an additional \$7,000 base increase.  
481
- 482 2. Employees in the non-tenure "Instructor" track who receive promotion to Instructor II or  
483 Instructor III shall receive a 9% increase to their base salary.  
484
- 485 3. All promotion raises shall be effective on the first August 7 following the decision of the  
486 University to grant promotion. Employees on contracts or grants shall receive promotion salary  
487 increases equivalent to similar employees on state funding, provided that such salary increases  
488 are permitted by the terms of the contract or grant, the rules of the funding agency, and  
489 adequate funds are available for this purpose in the contract or grant. Other employees in non-  
490 tenure earning career track positions, dependent, wholly or in the majority, on funded grants,  
491 with approved career track programs, may be awarded promotional increases to their salary  
492 base which shall be paid entirely from grant funds and will not count against the University's  
493 discretionary cap. These promotional increases are to be determined by the funding agencies'  
494 ability to pay.  
495

496 D. Change in Appointments.  
497

- 498 1. An employee serving on a twelve (12) month appointment may request an academic year  
499 appointment. Similarly, an employee serving on an academic year appointment may  
500 request a twelve (12) month appointment. The President or representative shall carefully  
501 consider such requests, although staffing considerations and other relevant university  
502 needs may prevent them from being granted.  
503
- 504 2. Upon approval by the President or representative, and assuming that the assigned  
505 responsibilities remain substantially the same, an employee's base salary shall be adjusted  
506 by 81.8 percent when changing from a twelve (12) month to an academic year appointment  
507 or by 122.2 percent when changing from an academic year appointment to a twelve (12)  
508 month appointment. For an employee whose appointment was previously changed at a  
509 salary adjustment other than 122.2 percent or at a salary adjustment other than 81.8  
510 percent, the percent which is the reciprocal of the percent previously used shall be used  
511 to make the salary adjustment.  
512

- 513 E. Summer Appointments Policy.  
514  
515 1. Available supplemental summer appointments shall be offered equitably and as  
516 appropriate to qualified employees, not later than five weeks prior to the beginning of  
517 the appointment, if practicable, in accordance with written criteria developed by the  
518 faculty in each unit which must be approved by the unit chair and college dean. The  
519 criteria shall be made available in each department/unit. Employees shall be offered  
520 the first right to available supplemental summer instructional appointments, if  
521 practicable.  
522 2. Student enrollment caps for a summer school course shall be no greater than 115% of  
523 the cap for the same course offered during the prior academic year.  
524 3. FTE assignment. Summer school FTE is computed at .0833 per credit hour for standard  
525 lecture, on-line and laboratory course regardless of the session in which the course is  
526 taught.  
527 4. a. Summer school compensation. Except as provided herein, compensation is computed  
528 at 12.5% of the faculty member's nine (9) month salary per a 3 hour credit course,  
529 capped at the level of \$4,167 per credit hour for each course taught. (Example: A 1 hour  
530 credit course is capped at \$4,167 while a 3 hour credit course is capped at \$12,500.).  
531 Provided that employees who contract to deliver courses concurrent with supplemental  
532 summer terms (i.e., A, B, C) through Innovative Education may be paid more than the  
533 \$12,500 cap.  
534 b. Independent Study and Directed Reading Courses. During the summer session,  
535 supplemental summer appointment is not available for a course with either "independent  
536 study", "directed reading", or "directed research" in the title. One exception is if the course  
537 targets students who need the course to graduate on time. These exceptions must be  
538 approved by the Provost's office.  
539  
540 F. Extra University Compensation Appointments.  
541  
542 1. An Employee who is assigned increased University duties and responsibilities that are not  
543 in excess of a full appointment (1.0 FTE) is eligible for a salary adjustment to compensate the  
544 employee for said duties and responsibilities.  
545  
546 2. Extra University compensation is defined as University compensation for any duties in  
547 excess of a full appointment (1.0 FTE). Available extra University compensation appointments  
548 within the University shall be offered equitably and as appropriate to qualified employees in  
549 sufficient time to allow voluntary acceptance or rejection. Extra compensation must be paid in  
550 accordance with applicable laws, rules, regulations and procedures. Any compensation paid  
551 in excess of the established FTE on the position shall be paid from OPS or temporary funds.  
552 All appointments up to the FTE established on the line, including summer appointments, shall  
553 be paid from salary funds. Exceptions are limited to the following: (1) faculty paid from  
554 grants/contracts during the summer may at their option and upon approval of their  
555 supervisors, receive payment in OPS so long as the grant/contract so stipulates; (2) faculty  
556 appointed in departments/units other than their own may receive summer payments from OPS  
557 funds regardless of the FTE assigned to them in their home units.  
558  
559 G. Visiting Appointments.  
560  
561 A "visiting" appointment is one made to a person having appropriate professional qualifications  
562 but not expected to be available for more than a limited period, or to a person in a position  
563 which the University does not expect to be available for more than a limited period. A visiting  
564 appointment may not exceed a total of four (4) consecutive years.  
565  
566 H. Adjunct Appointments. The use of adjuncts at the University shall, upon the request of the  
567 UFF Chapter representatives, be a subject of consultation under the provisions of Article 2.1,  
568 Consultation.  
569  
570 I. Fixed Multi-Year Appointments.

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

J. Continuing Multi-Year Appointments

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

8.5 Reclassification of an Employee to a Non-Unit Classification  
Employees shall be provided written notice thirty (30) days in advance, with a copy to UFF, when the University proposes to reclassify the employee to a classification which is not contained in the General

628 Faculty bargaining unit. The employee may request a review of such action consistent with the provisions  
629 of Article 27.6 and UFF may discuss such action pursuant to Article 2, Consultation.  
630  
631

## 632 **Article 9 - Assignment of Responsibilities**

633 9.1 Policy. The professional obligation is comprised of both scheduled and non-scheduled activities. The  
634 parties recognize that it is a part of the professional responsibility of employees to carry out their  
635 duties in an appropriate manner and place. For example, while instructional activities, office hours,  
636 and other duties and responsibilities may be required to be performed at a specific time and place,  
637 other non- scheduled activities are more appropriately performed in a manner and place determined  
638 by the employee.  
639

640 9.2 Considerations in Assignment.

641 A. The employee shall be granted, upon written request, a conference with the person  
642 responsible for making the assignment to express concerns regarding:  
643

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

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

647 (3). the character of the assignment, including but not limited to the number of hours of  
648 instruction, the preparation required, whether the employee has taught the course in the past, the  
649 average number of students enrolled in the course in past semesters and the time required by the  
650 course, whether travel to another location is required, the number of preparations required, the  
651 employee's assignments in other semesters, the terms and conditions of a contract or grant from  
652 which the employee is compensated, the use of instructional technology, the availability and  
653 adequacy of materials and equipment, secretarial services, student assistants, and other support  
654 services needed to perform the assignments, and any changes which have been made in the  
655 assignment, including those which may have resulted from previous evaluations of the employee;  
656 and  
657

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

660 B. If the conference with the person responsible for making the assignment does not  
661 resolve the employee's concerns, the employee shall be granted, upon written  
662 request, an opportunity to discuss those concerns with an administrator at the next  
663 higher level.  
664

665 C. The University and the UFF recognize that, while the Legislature has described the  
666 minimum full academic assignment in terms of twelve (12) contact hours of instruction  
667 or equivalent research and service, the professional obligation undertaken by a faculty  
668 member will ordinarily be broader than that minimum. In like manner, the professional  
669 obligation of other professional employees is not easily susceptible of quantification.  
670 The University has the right, in making assignments, to determine the types of duties  
671 and responsibilities which comprise the professional obligation and to determine the mix  
672 or relative proportion of effort an employee may be required to expend on the various  
673 components of the obligation.  
674

675 D. Furthermore, the University properly has the obligation constantly to monitor and  
676 review the size and number of classes and other activities, to consolidate  
677 inappropriately small offerings, and to reduce inappropriately large classes.  
678

679 E. No employee's assignment shall be imposed arbitrarily or unreasonably. If an  
680 employee believes that the assignment has been so imposed, the employee should  
681 proceed to address the matter through the procedures in Appendix "F" of this  
682 Agreement, which shall be the exclusive method for resolving such disputes. Other  
683

684 claims of alleged violations of the Agreement with respect to employee assignments  
685 are subject to the provisions of Article 20, Grievance Procedure and Arbitration.

686  
687 9.3 Annual Assignment.

- 688  
689 A. Communication of Assignment. Employees shall be apprised in writing, at the  
690 beginning of their employment and at the beginning of each year of employment  
691 thereafter, of the duties assigned in teaching, research and other creative activities,  
692 public service, and of any other specific duties assigned for that year.

693  
694 Except for an assignment made at the beginning of an employee's employment, the  
695 person responsible for making an assignment shall notify the employee prior to making  
696 the final written assignment. The assignment shall be communicated to employees no  
697 later than six (6) weeks in advance of its starting date, if practicable.

- 698  
699 B. Instructional Assignment. The period of an instructional assignment during an academic year  
700 shall not exceed an average of seventy-five (75) days per semester and the period for testing,  
701 advisement, and other scheduled assignments shall not exceed an average of ten  
702 (10) days per semester. Within each semester, activities referred to above shall be scheduled  
703 during contiguous weeks with the exception of spring break, if any.

- 704  
705 C. Change in Assignment. Should it become necessary to make changes in an employee's  
706 assignment, the person responsible for making the change shall notify the employee prior to  
707 making such change and shall specify such change in writing.

- 708  
709 D. Equitable Opportunity. Each employee shall be given assignments which provide equitable  
710 opportunities, in relation to other employees in the same department/unit, to meet the  
711 required criteria for promotion, tenure, successive fixed multi-year appointments, and merit  
712 salary increases.

713  
714 (1). For the purpose of applying this principle to promotion, assignments shall be  
715 considered over the entire period since the original appointment or since the last  
716 promotion, not solely over the period of a single annual assignment. The period under  
717 consideration at the university shall not be less than four years. The employee's annual  
718 assignment shall be included in the promotion file.

719  
720 (2). For the purpose of applying this principle to tenure, assignments shall be considered  
721 over the entire probationary period and not solely over the period of a single annual  
722 assignment. The employee's annual assignment shall be included in the tenure file.<sup>16</sup>

723  
724 (3). If an arbitrator determines that the employee was not provided an "equitable  
725 opportunity" as described in this section, the arbitrator may require the University to  
726 provide the "equitable opportunity" as described herein. The arbitrator also may retain  
727 jurisdiction for purposes of determining whether the ensuing assignment provides such  
728 "equitable opportunity."

729  
730 (4). Nothing in this section should be interpreted to create an entitlement to an employee  
731 that denies or interferes with the right of the University to end the appointment of an  
732 employee pursuant to Article 12: Non-Reappointment, 13: Layoff and Recall, or 16:  
733 Disciplinary Action and Job Abandonment, provided the respective requirements and  
734 criteria for each of the Articles listed are maintained as applicable. This provision applies,  
735 but is not limited to, tenure earning employees who are in the probationary period to  
736 obtaining tenure.

737  
738 9.4 Summer Assignment.

- 739  
740 A. The summer instructional assignment, like that for the academic year, includes the normal  
741 activities related to such an assignment as defined by the department/unit and the nature of

742 the course, such as course preparation, minor curriculum development, lectures, evaluation  
743 of student efforts, consultations and conferences with students, and minor committee  
744 activities.

745 B. When a summer instructional appointment immediately follows the academic year  
746 appointment, the employee may be assigned reasonable and necessary non-instructional  
747 duties related to the summer instructional appointment prior to the conclusion of the academic  
748 year appointment.

749  
750 9.5 Place of Employment.

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

759  
760 B. Secondary. Each employee, where possible, shall be given at least ninety (90) days' written  
761 notice of assignment to a secondary place of employment more than fifteen (15) miles from  
762 the employee's principal place of employment. The employee shall be granted, upon written  
763 request, a conference with the person responsible for making the change to express  
764 concerns regarding such change.

765 If the assignment to a secondary place of employment is made within a regular full-time  
766 appointment, the supervisor is encouraged to make an appropriate adjustment in the  
767 assignment in recognition of time spent traveling to a secondary place of employment.  
768 Necessary travel expenses, including overnight lodging and meals, for all assignments not at  
769 the employee's principal place of employment shall be paid at the State rate and in accordance  
770 with the applicable provisions of State law.

771  
772 9.6 Teaching Schedule. Teaching schedules should be established, if practicable, so that the time  
773 between the beginning of the first assignment and the end of the last for any one day does not exceed  
774 eight (8) hours and the end of the last face-to-face (i.e. not online) assignment and the beginning of  
775 the next face-to-face assignment is no less than twelve (12) hours.

776  
777 9.7 Equipment. When equipment is required for classes, it is desirable that there be sufficient  
778 equipment to accommodate the students assigned thereto. The University and the UFF are committed to  
779 seek funding to provide for the replacement of obsolete equipment, recognizing the necessity for  
780 maintaining an adequate inventory of technologically current equipment.

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

789  
790 9.9 Instructional Technology.

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

798  
799 B. The parties recognize the increasing development and use of technology, such as

800 videotapes, interactive television, and computer software, to support teaching and learning  
801 and to enhance the fundamental relationship between employee and student. This  
802 technology may be used in the context of distance learning. Furthermore, the parties also  
803 recognize that this technology should be used to the maximum mutual benefit of the  
804 University and the employee.

- 805  
806 C. The University shall review the considerations stated in (1) through (4), below, which may be  
807 raised by employee development and use of instructional technology/distance learning. It is  
808 recognized that these considerations may already apply to other employee instructional  
809 activities and, therefore, be addressed by existing University policies and procedures. If the  
810 University concludes that new or revised policies are needed, they shall develop such policies  
811 and consult with UFF pursuant to Article 1.2(B), prior to their implementation.

812  
813 (1). Recognition of that employee effort spent in the assigned development of instructional  
814 technology/distance learning materials and in providing instruction assigned in this  
815 manner which is appreciably greater than that associated with a traditional course;

816  
817 (2). Training and development resources available to employees who have been assigned  
818 to provide instruction through the use of instructional technology/distance learning;

819  
820 (3). Provisions for clerical, technical, and library support in conjunction with the assigned  
821 use of instructional technology/distance learning; and

822  
823 (4). Compensation, including recognition in an employee's assignment or provisions for  
824 extra University compensation, for appreciably greater workload associated with the  
825 assigned development and use of instructional technology/distance learning.

- 826  
827 D. The employee shall not make use of appreciable University support in the creation or revision  
828 of instructional technology materials unless the University approves such use in advance and  
829 in writing.

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

839  
840 (2). The University shall assist the employee in obtaining releases regarding instructional  
841 technology materials when:

- 842  
843 • the University has asserted an interest in such materials; or  
844  
845 • the University has assigned the employee to develop such materials.  
846  
847

## 848 **Article 10 - Employee Performance Evaluations**

### 849 10.1 Policy.

850  
851 A. Annual Evaluations. The purpose of the annual evaluation is to assess and communicate  
852 the nature and extent of an employee's performance of assigned duties consistent with the criteria  
853 specified in Article 10.4 below. The performance of employees, other than those who have received  
854 notice of nonreappointment under Article 12.2 or those not entitled to receive notice of nonreappointment  
855 under Article 12.2, shall be evaluated at least once annually, and they shall be advised of the  
856 academic term during which such evaluation will be made. Personnel decisions shall take such annual

857 evaluations into account, provided that such decisions need not be based solely on written employee  
858 performance evaluations.

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

863  
864

#### 10.2 Sources and Methods of Evaluation.

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

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

878

#### 10.3 Procedures.

880 A. Annual Evaluation.

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

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

897  
898

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

902  
903

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

909 c. Approved procedures, and revisions thereof, shall be kept on file in the department/unit  
910 office. A copy of that department's/units current procedures for annual evaluation will be

911 available to employees either in hard copy or electronic format.

912 (3). Upon written request from the employee, the persons responsible for supervising and  
913 evaluating an employee shall endeavor to assist the employee in correcting any major  
914 performance deficiencies reflected in the employee's annual evaluation.  
915

916 B. Sustained Performance Evaluations.

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

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

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

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

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

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

932 b. A performance improvement plan shall be developed only for those employees whose  
933 performance is identified through the sustained performance evaluation as being consistently  
934 below satisfactory in one or more areas of assigned duties. The performance improvement  
935 plan shall be developed by the employee, in concert with his/her supervisor, and include  
936 specific performance targets and a time period for achieving the targets. The performance  
937 improvement plan shall be approved by the President or representative. Specific resources  
938 identified in an approved performance improvement plan shall be provided by the university.  
939 The supervisor shall meet periodically with the employee to review progress toward meeting  
940 the performance targets. It is the responsibility of the employee to attain the performance  
941 targets specified in the performance improvement plan.  
942

943 10.4 Criteria. The annual performance evaluation shall be based upon assigned duties, and shall  
944 carefully consider the nature of the assignments, in terms, where applicable, of:

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

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

964 what is done.

965 C. Public service that extends professional or discipline-related contributions to the  
966 community; the State, including public schools; and the national and international community. This  
967 public service includes contributions to scholarly and professional organizations and governmental  
968 boards, agencies, and commissions that are beneficial to such groups and individuals.

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

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

976

977 10.5 Proficiency in Spoken English. No employee shall be evaluated as deficient in oral English  
978 language skills unless proved deficient in accordance with the appropriate procedures and examinations  
979 established by Section 1012.93, Florida Statutes, and State Board of Education rule, for testing such  
980 deficiency.

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

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

995 C. Faculty who score below a minimum score on an examination established by statute and  
996 rule for determining proficiency in oral English (currently "45" on the Test of Spoken English) shall be  
997 assigned appropriate non-classroom duties for the period of oral English language instruction provided  
998 by the University under paragraph (D) below, unless during the period of instruction the faculty member  
999 is found, on the basis of an examination specified above, to be no longer deficient in oral English  
1000 language skills. In that instance, the faculty member will again be eligible for assignment to classroom  
1001 instructional duties and shall not be disadvantaged by the fact of having been determined to be deficient  
1002 in oral English language skills.

1003 D. It is the responsibility of each faculty member who is found, as part of the annual  
1004 evaluation, to be deficient in oral English language skills by virtue of scoring below the satisfactory score  
1005 on an examination established by statute and rule for determining such proficiency (see paragraph A), to  
1006 take appropriate actions to correct these deficiencies. To assist the faculty member in this endeavor, the  
1007 University shall provide appropriate oral English language instruction without cost to such faculty  
1008 members for a period consistent with their length of appointment and not to exceed two (2) consecutive  
1009 semesters. The time the faculty member spends in such instruction shall not be considered part of the  
1010 individual assignment or time worked, nor shall the faculty member be disadvantaged by the fact of  
1011 participation in such instruction.

1012 E. If a university determines, as part of the annual evaluation, that one (1) or more  
1013 administrations of a test to determine proficiency in oral English language skills is necessary, in  
1014 accordance with statute and rule and this section, the University shall pay the expenses for up to two (2)  
1015 administrations of the test. The faculty member shall pay for additional testing that may be necessary.

1016

1017 10.6 Employee Assistance Programs. Neither the fact of an employee's participation in an employee  
1018 assistance program nor information generated by participation in the program, shall be used as evidence  
1019 of a performance deficiency within the evaluation process described in this Article, except for information  
1020 relating to an employee's failure to participate in an employee assistance program consistent with the  
1021 terms to which the employee and the University have agreed.  
1022

## 1023 **Article 11 - Evaluation ~~File~~Files**

1025 11.1 Policy. ~~There shall be one (1) evaluation file containing a dated copy of all documents used in the~~  
1026 ~~evaluation process, other than evaluation for tenure and promotion and successive fixed multi-year~~  
1027 ~~appointments.~~ When evaluations and other personnel decisions are made, ~~other than for tenure and~~  
1028 ~~promotion, and successive fixed multi-year appointments,~~ the only documents which may be used are  
1029 those contained in that file/evaluation files. Such documents shall be placed in the evaluation files<sub>s</sub> within a  
1030 reasonable time after receipt by the custodian of the file. Employees shall be notified, upon written request,  
1031 of the location<sub>s</sub> of the evaluation files<sub>s</sub> and the identity of the custodian<sub>s</sub>.  
1032

1033 11.2 Access. An employee may examine ~~the~~ evaluation files<sub>s</sub>, upon reasonable advance notice, during  
1034 the regular business hours of the office<sub>s</sub> in which the files<sub>s</sub> ~~is~~ are kept, normally within the same business  
1035 day as the employee requests to see it, and under such conditions as are necessary to insure ~~its~~ their  
1036 integrity and safekeeping. Upon request, an employee may paginate with successive whole numbers the  
1037 materials in the file, and may attach a concise statement in response to any item therein. Upon request, an  
1038 employee is entitled to one (1) free copy of any material in the evaluation files<sub>s</sub>. Additional copies may be  
1039 obtained by the employee upon the payment of a reasonable fee for photocopying. A person  
1040 designated by the employee may examine that employee's evaluation files<sub>s</sub> with the written authorization  
1041 of the employee concerned, and subject to the same limitations on access that are applicable to the  
1042 employee. If the evaluation files are online, the employee will be given access to them following processes  
1043 similar to those outlined above for paper files.  
1044

1045 11.3 Indemnification. The UFF agrees to indemnify and hold the University, its officials, agents, and  
1046 representative's harmless from and against any and all liability for any improper, illegal, or unauthorized  
1047 use by the UFF of information contained in such evaluation files.  
1048

1049 11.4 Use of Evaluative Materials. In the event a grievance is filed, University and UFF grievance  
1050 representatives, the arbitrator, and the grievant shall have the right to use, in the grievance proceedings,  
1051 copies of materials from the grievant's evaluation files<sub>s</sub>.  
1052

1053 11.5 Anonymous Material. There shall be no anonymous material in the evaluation files<sub>s</sub> except for  
1054 numerical summaries of student evaluations that are part of a regular evaluation procedure of classroom  
1055 instruction and/or written comments from students obtained as part of that regular evaluation procedure. If  
1056 written comments from students in a course are included in the evaluation files<sub>s</sub>, all of the comments  
1057 obtained in the same course must be included.  
1058

1059 11.6 Peer Committee Evaluations. Prior to being placed in an evaluation file, a copy of all evaluative  
1060 materials and all summaries thereof prepared by the peer committee shall be provided to the employee.  
1061 The employee shall have ten (10) days after receipt of same to present written materials to the peer  
1062 committee regarding same. If the employee does not present written materials to the peer committee  
1063 within said ten (10) days, the original evaluative materials or summaries thereof may be placed in the  
1064 employee's evaluation files<sub>s</sub> when signed by a representative of the committee. If the employee presents  
1065 written materials to the peer committee within the ten (10) days as stipulated above, the peer committee  
1066 shall review any such written material and may or may not modify the evaluative materials and summaries  
1067 thereof. The peer committee may then place all of the original, or if modified, the modified evaluative  
1068 materials and summaries thereof in the employee's evaluation files<sub>s</sub> when signed by a representative of the  
1069 committee along with all written material presented by the employee to the peer committee. The peer  
1070 committee shall ~~provide~~ a copy of all modified evaluative materials and summaries thereof to the  
1071 employee prior to the employee's meeting with the unit head/chair.  
1072

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

1077  
1078 11.8 Limited Access Information. Information reflecting evaluation of employee performance shall be  
1079 available for inspection only by the employee, the employee's representative, and university officials who  
1080 use the information in carrying out their responsibilities, peer committees responsible for evaluating  
1081 employee performance, and arbitrators or others engaged by the parties to resolve disputes, or by others  
1082 by court order. However, such limited access status shall not apply to summary data, by course, for the  
1083 common "core" items contained in student course evaluations, which have been selected as such by the  
1084 University and made available by the University to the public on a regular basis.

## 1088 **Article 12 - Non-Reappointment**

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1090  
1091 12.1 No Property Right. No appointment shall create any right, interest, or expectancy in any other  
1092 appointment beyond its specific terms, except as provided in Article 13.2, and Article 15.9.

1093  
1094  
1095 12.2 Notice.

1096 A. All employees, except those described in Sections 12.2(B)(1) and (C) below, are entitled  
1097 to the following written notice that they will not be offered further appointment:

1098 (1). For employees in their first two (2) years of continuous University service, one semester (or  
1099 its equivalent, 19.5 weeks, for employees appointed for more than an academic year);

1100 (2). For employees with two (2) or more years of continuous University service one year; or

1101 (3). For employees who are on "soft money" e.g., contracts and grants, sponsored research  
1102 funds, and grants and donations trust funds, who had five (5). or more years of continuous  
1103 university service as of June 30, 1991, one year.

1104 (4). The provision of notice under this section does not provide rights to a summer appointment  
1105 beyond those provided in Article 8.4(B).

1106  
1107 B. Employees who are on "soft money," e.g., contracts and grants, sponsored research  
1108 funds, and grants and donations trust funds, except those described in Article 12.2(A)(3), above, are  
1109 entitled to the following written notice that they will not be offered further appointment:

1110 (1). For employees in their first five (5) years of continuous university service, no notice need be  
1111 provided and the statement in (D), below, shall be included in their employment contracts; or

1112 (2). For employees with five (5) or more years of continuous university service, ninety (90) days  
1113 notice shall be provided contingent upon funds being available in the contract or grant.

1114 C. Employees who are appointed for less than one (1) academic year, who are appointed to  
1115 a visiting appointment, who are appointed to a fixed multi-year appointment, pursuant to Article 8.4(F)  
1116 and employees employed in an auxiliary entity, are not entitled to notice that they will not be offered  
1117 further appointment, and the statement in 12.2(D), below, shall be included in their employment contracts.

1118 D. Employees described in 12.2(B)(1) and 12.2(C), above, shall have the following statement  
1119 included in their employment contracts:

1120 "Your employment under this contract will cease on the date indicated. No further notice of cessation of  
1121 employment is required."

1122 E. An employee who is entitled to written notice of non-reappointment in accordance with  
1123 the provisions of Article 12.2 Notice above who receives written notice that the employee will not be  
1124 offered further appointment shall be entitled, upon written request within twenty (20) days following

1125 receipt of such notice, to a written statement of the basis for the decision not to reappoint. Thereafter,  
1126 the President or representative shall provide such statement within twenty (20) days following receipt of  
1127 such request. All such notices and statements are to be sent by certified mail, return receipt requested,  
1128 or delivered in person to the employee with written documentation of receipt obtained. The parties  
1129 recognize non-reappointment is not a disciplinary action. Non-reappointment shall not be used as any  
1130 form of disciplinary action.  
1131

1132 12.3 Grievability. The decision to not reappoint is not grievable except, an employee who receives  
1133 written notice of non-reappointment may, according to Article 20 Grievance Procedure and Arbitration,  
1134 contest the decision because of an alleged violation of a specific term of the Agreement or because of an  
1135 alleged violation of the employee's constitutional rights. Such grievances must be filed within thirty (30)  
1136 days of receipt of the statement of the basis for the decision not to reappoint pursuant to Section E above  
1137 or receipt of the notice of non-reappointment if no statement is requested.  
1138

1139 12.4 Non-Reappointment Considerations. If the decision not to reappoint was based solely upon  
1140 adverse financial circumstances, reallocation of resources, reorganization of degree or curriculum  
1141 offerings or requirements, reorganization of academic or administrative structures, programs, or functions,  
1142 and/or curtailment or abolition of one or more programs or functions, the University shall take the  
1143 following actions:

1144 A. Make a reasonable effort to locate appropriate alternative or equivalent employment  
1145 within the University; and

1146 B. Offer such employee, who is not otherwise employed in an equivalent full-time position,  
1147 re-employment in the same or similar position at the University for a period of two years following the  
1148 initial notice of nonreappointment, should an opportunity for such re-employment arise. For this purpose,  
1149 it shall be the employee's responsibility to keep the University advised of the employee's current  
1150 address. Any offer of re-employment pursuant to this section must be accepted within fifteen (15) days  
1151 after the date of the offer, such acceptance to take effect not later than the beginning of the semester  
1152 immediately following the date the offer was made. In the event such offer of re-employment is not  
1153 accepted, the employee shall receive no further consideration pursuant to this Article.  
1154

1155 12.5 Resignation. An employee who wishes to resign has the professional obligation, when possible, to  
1156 provide the University with at least one semester's notice. Upon resignation, all consideration for tenure  
1157 and reappointment shall cease.  
1158

1159 12.6 Notice Document. Notice of appointment and non-reappointment shall not be contained in the  
1160 same document.  
1161  
1162

### Article 13 Layoff and Recall

1163  
1164 13.1 Layoff.

1165  
1166 A. Layoff. When a layoff is to occur as a result of adverse financial circumstances;  
1167 reallocation of resources; reorganization of degree or curriculum offerings or  
1168 requirements; reorganization of academic or administrative structures, programs, or  
1169 functions; or curtailment or abolition of one or more programs or functions; the  
1170 University shall notify the local UFF Chapter and the UFF state office no less than  
1171 thirty (30) days prior to taking such action. UFF may request a consultation with the  
1172 President or representative pursuant to Article 2.1 during this period to discuss the  
1173 layoff.  
1174

1175 B. Layoff Unit. The layoff unit may be at an organizational level of the University, such as  
1176 a campus, division, college/unit, school, department/unit, area, program, or other level  
1177 of organization as the University deems appropriate.  
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1179  
1180 13.2 Layoff Considerations. The selection of employees in the layoff unit to be laid off will be determined  
1181 as follows:

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

1211 13.3 Alternative/Equivalent Employment. The University shall make a reasonable effort to assist the  
1212 employee in locating appropriate alternate or equivalent employment for laid-off employees within the  
1213 University.  
1214

1215 13.4 Notice. Employees should be informed of layoff as soon as practicable and, where circumstances  
1216 permit, employees with three or more years of continuous University service should be provided at least  
1217 one (1) year's notice; those with less service with at least six (6) months' notice. Employees who have  
1218 received notice of layoff shall be afforded the recall rights granted under Article 13.3 above and 13.5  
1219 below. Formal written notice of layoff is to be sent by certified mail, return receipt requested, or delivered  
1220 in person to the employee with written documentation of receipt obtained. The notice shall include  
1221 effective date of layoff; reason for layoff; reason for shortened period of notification, if applicable; a  
1222 statement of recall rights; a statement of appeal/grievance rights and applicable deadlines for filing; and  
1223 a statement that the employee is eligible for consideration for retraining under the provision of Article 22.4,  
1224 for a period of two years following layoff.  
1225

1226 13.5 Re-employment/Recall.  
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- A. For a period of two years following layoff or for employees appointed to a fixed multi-year appointment, not to exceed the length of their last employment contract, not to exceed two (2) years, an employee who has been laid off and who is not otherwise employed in an equivalent full-time position shall be offered re-employment in the same or similar position at the University should an opportunity for such re-employment arise. It shall be the employee's responsibility to keep the University advised of the employee's current address. Any offer of re-employment pursuant to this section must be accepted within fifteen (15) days after the date of the offer, such acceptance to take effect not later than the beginning of the semester immediately

- 1237 following the date the offer was made. In the event such offer of re-employment is not  
1238 accepted, the employee shall receive no further consideration pursuant to this Article.  
1239 Employees appointed to a fixed multi-year appointment, who are recalled shall be  
1240 offered re-employment not to exceed the length of their last employment contract. The  
1241 University shall notify the local UFF Chapter when an offer of re-employment is issued.
- 1242 B. An employee who held a tenured appointment on the date of termination by reason of  
1243 layoff shall resume the tenured appointment upon recall.
- 1244 C. The employee shall receive the same credit for years of service for purposes of layoff  
1245 as held on the date of layoff.
- 1246 D. Employee Assistance Programs. Consistent with the University's Employee  
1247 Assistance Program, employees participating in an employee assistance program  
1248 who receive a notice of layoff may continue to participate in that program for a period  
1249 of ninety (90) days following the layoff.  
1250

1251 13.6 Limitations. The provisions of Articles 13.2 through 13.5 of this Agreement shall not apply to those  
1252 employees described in Article 12.2(A)(3), (B) and (C) and in Article 8.3(H).  
1253

## Article 14 - Promotion Procedure

### 1254 14.1 Policy. 1255

1256 A. Promotion decisions are not based solely upon an employee's annual performance  
1257 evaluations. Rather, the University, through its faculty, professional employees, and administrators,  
1258 assesses the employee's potential for growth and scholarly contribution as well as past meritorious  
1259 performance.

1260 B. After completing one year of employment, employees eligible for consideration for promotion  
1261 shall receive, if annually requested, an appraisal regarding their progress toward promotion. The  
1262 appraisal shall be included as a separate component of the annual evaluation and is intended to provide  
1263 assistance and counseling to candidates to help them to qualify themselves for promotion. The employee  
1264 may request, in writing, a meeting with an administrator at the next higher level to discuss concerns  
1265 regarding the promotion appraisal which were not resolved in previous discussions with the evaluator.  
1266 The appraisals are not binding upon the University.  
1267

### 1268 14.2 Criteria.

1269 A. Promotion decisions shall be a result of meritorious performance and shall be based upon  
1270 established criteria specified in writing by the University. These criteria shall be available to all faculty via  
1271 the University's website. Colleges and departments/units may publish additional criteria and if so shall  
1272 make these criteria available to employees via websites or in hard copy. University criteria may be  
1273 modified so long as the local UFF Chapter has been notified of the proposed changes and offered an  
1274 opportunity to discuss such changes in consultation with the President or representative. Changes in  
1275 criteria shall not become effective until one (1) year following adoption of the changes, unless mutually  
1276 agreed to in writing by the UFF President and the University President. The date of adoption shall be the  
1277 date on which the changes are approved by the President or representative. Any proposal to develop or  
1278 modify promotion criteria shall be available for discussion by members of the affected departments/units  
1279 before adoption.

1280 B. Promotion criteria shall be available in the department/unit office and/or at the college/unit  
1281 level.  
1282

### 1283 14.3 Procedures.

1284 A. Recommendations for promotion shall begin with the employee's supervisor and shall be  
1285 submitted to the appropriate officials for review. Prior to the consideration of the employee's promotion,  
1286 the employee shall have the right and responsibility to review the promotion file and see that it is  
1287 complete. The employee may attach a brief response to any material therein. The provisions of Articles  
1288 11.2 through 11.8 of this Agreement shall apply to the contents of the promotion file. If any material is  
1289 added to the file after the commencement of consideration, other than the completion of the evaluation

1290 sections (including the recording of votes) of the file by the reviewing bodies/individuals), a copy shall be  
1291 sent to the employee within five (5) days (by personal delivery or by mail, return receipt requested). The  
1292 employee may attach a brief response within five (5) days of his/her receipt of the added material. The  
1293 file shall not be forwarded until either the employee submits a response or until the second five (5) day  
1294 period expires, whichever occurs first. The employee shall have the right to review the file at each stage  
1295 of review (i.e., department, college, campus) and attach a brief response to any materials contained  
1296 therein, including the evaluation section(s), prior to the next stage of review.

1297 B. Recommendations for promotion shall include a copy of applicable promotion criteria, the  
1298 employee's annual assignments and annual evaluations, and, if the employee chooses, the employee's  
1299 promotion appraisal(s). The reviewers at any stage in the review may request to view the appraisal(s).

1300  
1301 14.4 Notice of Denial. If any employee is denied promotion, the employee shall be notified in writing by  
1302 the appropriate administrative official, within ten (10) days or as soon as possible thereafter, of that  
1303 decision. Upon written request by an employee within twenty (20) days of the employee's receipt of such  
1304 decision, the University shall provide the employee with a written statement of the reasons why the  
1305 promotion was denied.

1306  
1307 14.5 Ranks of Promotion. The ranks of promotion shall consist of Assistant Professor, Associate  
1308 Professor, Full Professor, Assistant University Librarian, Associate University Librarian, University  
1309 Librarian, Instructor I, Instructor II and Instructor III.

1310  
1311 14.6 The Provisions of the ratified Memorandum of Understanding signed on February 19, 2010, are  
1312 incorporated herein, and printed for reference purposes as Appendix "G" of this Collective Bargaining  
1313 Agreement.

1314  
1315 14.7 The University and the UFF agree to discuss the possibility of establishing additional ranks of  
1316 promotion for employees who are on non-tenure earnings appointments.

1317  
1318  
1319

## Article 15 Tenure

1320 15.1 Eligibility. Employees with the rank of Assistant Professor, Associate Professor, Professor, and  
1321 other employees the University may designate, shall be eligible for tenure, unless appointed with modifiers  
1322 that would remove tenure-earning status, e.g. "Visiting", "Research", "Clinical". The University may, by  
1323 rule, make Assistant Professors ineligible for tenure. The University may designate other positions  
1324 as tenure-earning and shall notify the employee of such status at the time of initial appointment. Tenure  
1325 shall be in a department/unit or other appropriate administrative unit. Tenure shall not extend to  
1326 administrative appointments in the General Faculty or Administrative and Professional classification  
1327 plans. Tenured faculty who assume administrative appointments shall retain tenure status in their  
1328 respective department/units.

1329  
1330 15.2 Tenure Decision:  
1331

1332 A. An employee shall normally be considered for tenure during the final year of the  
1333 probationary time established in the written guidelines of the employee's college. No college shall  
1334 establish a probationary period less than six (6) years or longer than (8) years. Extension of the  
1335 probationary period beyond six (6) years will be by means of a vote as established by the college  
1336 governance document. No non-tenured or non-tenure earning employee should be able to vote on the  
1337 time limit. The employee must have been in continuous service in a tenure-earning position including  
1338 any prior service credit granted at the time of initial employment. The tenure clock may be stopped for  
1339 medical or related reasons for up to one (1) year upon the request of the employee and the  
1340 recommendation of the supervisor and dean/director and upon approval of the appropriate administrator.  
1341 An employee's written request for early tenure consideration is subject to the University's written  
1342 agreement.

1343 B. By the end of the probationary period of service at the University, an employee eligible for  
1344 tenure shall either be awarded tenure by the Board of Trustees or given notice that further employment  
1345 will not be offered. Upon written request by an employee within twenty (20) days of the employee's

1346 receipt of such notice, the University shall provide the employee with a written statement of reasons by  
1347 the President or representative why tenure was not granted.

1348 C. Decision by the Board of Trustees. The Board of Trustees shall award tenure. This  
1349 decision shall normally be made at the May Board Meeting but no later than the following meeting. The  
1350 employee shall be notified in writing by the President or representative within five (5) days of the  
1351 decision of the Board.

1352 D. An employee being considered for tenure prior to the end of the probationary period  
1353 established by the employee's college may withdraw from consideration on or before January 15 without  
1354 prejudice.

1355  
1356 15.3 Criteria for Tenure.

1357 A. The decision to award tenure to an employee shall be a result of meritorious performance  
1358 and shall be based on established criteria specified in writing by the University. The decision shall take  
1359 into account the following:

1360 (1). annual performance evaluations;

1361 (2). the needs of the department/unit, college/unit, and University;

1362 (3). the contributions of the employee to the employee's academic unit (program,  
1363 department/unit, college/unit); and

1364 (4). the contributions the employee is expected to make to the institution.

1365  
1366  
1367 B. The University shall make available a copy of the criteria for tenure to employees eligible  
1368 for tenure. Each such employee shall be apprised in writing once each year of the employee's progress  
1369 toward tenure. The appraisal shall be included as a separate component of the annual evaluation and is  
1370 intended to provide assistance and counseling to candidates to help them to qualify themselves for  
1371 tenure. At the approximate mid-point of the employee's tenure-earning period (usually in the 3rd or 4th  
1372 year) a full review of the employee's progress toward tenure will be conducted by the employee's  
1373 department/unit and college/unit. The employee may request, in writing, a meeting with an administrator  
1374 at the next higher level to discuss concerns regarding the tenure appraisal which were not resolved in  
1375 previous discussions with the evaluator. The appraisals are not binding upon the University.

1376 C. Tenure criteria shall be available in the department/unit office and/or at the college/unit  
1377 level.

1378  
1379 15.4 Modification of Criteria.

1380 A. Modifying Criteria. The University may modify the criteria for tenure so long as the local  
1381 UFF Chapter has been notified of the proposed changes and offered an opportunity to discuss such  
1382 changes in consultation with the University President or representative. Changes in criteria shall not  
1383 become effective until one (1) year following adoption of the changes, unless mutually agreed to in  
1384 writing by the local UFF President and the University President or representative. The date of adoption  
1385 shall be the date on which the changes are approved by the administrator at the highest level required  
1386 under applicable university policies and procedures. Any proposal to develop or modify tenure criteria  
1387 shall be available for discussion by members of the affected departments/units before adoption.

1388 B. Effect on Employees. The provisions of Article 9.3 (D) are applicable to the modified  
1389 criteria. Further, if an employee has at least three (3) years of tenure-earning credit as of the date on  
1390 which the tenure criteria are adopted under Article 15.4(A), above, the employee shall be evaluated for  
1391 tenure under the criteria as they existed prior to modification unless the employee notified the university  
1392 at least thirty (30) days prior to commencement of the tenure consideration that he/she chooses to be  
1393 evaluated under the newly-adopted criteria.

1394  
1395 15.5 Recommendations and Procedures.

1396 A. Recommendations for the awarding of tenure shall be made by the employee's  
1397 supervisor and shall include a poll by secret ballot of the tenured members of the employee's

1398 department/unit. The performance of an employee during the entire term of employment at the institution  
1399 shall be considered in determining whether to grant tenure. Recommendations regarding tenure shall  
1400 include a copy of applicable tenure criteria, the employee's annual assignments and annual evaluations,  
1401 and, if the employee chooses, the employee's tenure appraisals. The reviewers at any stage in the  
1402 review may request to review the appraisals. Prior to the consideration of the employee's candidacy, the  
1403 employee shall have the right to review the contents of the tenure file and may attach a brief and  
1404 concise response to any materials therein. It shall be the responsibility of the employee to see that the  
1405 file is complete. The provisions of Articles 11.2 through 11.8 of this Agreement shall apply to the  
1406 contents of the tenure file.

1407 B. If any material is added to the file after the commencement of consideration, other than  
1408 the completion of the evaluation sections (including the recording of votes) of the file by the reviewing  
1409 bodies/individuals), a copy shall be sent to the employee within five (5) days (by personal delivery or by  
1410 mail, return receipt requested). The employee may attach a brief response within five (5) days of his/her  
1411 receipt of the added material. The file shall not be forwarded until either the employee submits a  
1412 response or until the second five (5) day period expires, whichever occurs first. The employee shall have  
1413 the right to review the file at each stage of review (i.e., department, college, campus) and attach a brief  
1414 response to any materials, including the evaluation section(s), contained therein prior to the next stage  
1415 of review. The only documents which may be considered in making a tenure recommendation are those  
1416 contained or referenced in the tenure file.

#### 1417 1418 15.6 Other Considerations

1419 A. During the period of tenure-earning service, the employee's employment shall be  
1420 governed by the provisions of Article 12.

1421 B. Part-time service of an employee employed at least one semester in any twelve (12)  
1422 month period shall be accumulated. For example, two (2) semesters of half-time service shall be  
1423 considered one-half year of service toward the period of tenure-earning service.

1424 C. Where employees are credited with tenure-earning service at the time of initial  
1425 appointment, all or a portion of such credit may be withdrawn once by the employee prior to formal  
1426 application for tenure.

1427  
1428 15.7 Tenure upon Appointment. The Board of Trustees may grant tenure to an employee at the time of  
1429 initial appointment, upon recommendation of the appropriate administrator. The administrator shall  
1430 consider the recommendation of the department or equivalent unit prior to making his/her final tenure  
1431 recommendation.

1432  
1433 15.8 Leave. Authorized leaves of absence may, under the provisions of the Article regarding Leaves,  
1434 be credited toward the period of tenure-earning service.

1435 15.9 Termination/Layoff. Tenure guarantees annual reappointment for the academic year until  
1436 voluntary resignation, retirement, removal for just cause in accordance with the provisions of the Article  
1437 regarding Disciplinary Action and Job Abandonment, or layoff in accordance with the provisions of the  
1438 Article regarding Layoff and Recall, but does not extend to administrative appointments.

### 1439 1440 **Article 16 - Disciplinary Action and Job Abandonment**

#### 1441 1442 16.1 Just Cause.

1443 A. The purpose of this article is to provide a prompt and equitable procedure for disciplinary  
1444 action taken with just cause. Just cause shall be defined as:

1445 (1). incompetence, or

1446 (2). misconduct.

1447 B. An employee's activities which fall outside the scope of employment shall constitute  
1448 misconduct only if such activities adversely affect the legitimate interests of the University.

1449  
1450 16.2 Progressive Discipline. Both parties endorse the principle of progressive discipline as applied to

1451 professionals.

1452  
1453 16.3 Notice of Intent. When the President or representative has reason to believe that a suspension or  
1454 termination should be imposed, the President or representative shall provide the employee with a written  
1455 notice of the proposed action and the reasons therefor. Such notice shall be sent certified mail, return  
1456 receipt requested, or delivered in person with written documentation of receipt obtained or via email sent  
1457 by the University to the employee during a video meeting held for the purpose of delivery of such notice.  
1458 The employee shall be given ten (10) days in which to respond in writing to the President or representative  
1459 before the proposed action is taken. The President or representative then may issue a notice of  
1460 disciplinary action under Article 16.4 below. The employee has a right to union representation during  
1461 investigatory questioning that may reasonably be expected to result in disciplinary action. If the President  
1462 or representative does not issue a notice of disciplinary action, the notice of proposed disciplinary action  
1463 shall not be retained in the employee's evaluation file.

1464  
1465 16.4 Notice of Discipline. All notices of disciplinary action shall include a statement of the reasons  
1466 therefor and a statement advising the employee that the action is subject to Article 20, Grievance  
1467 Procedure and Arbitration. All such notices shall be sent certified mail, return receipt requested, or  
1468 delivered in person to the employee with written documentation of receipt obtained or via email sent by the  
1469 University to the employee during a video meeting held for the purpose of delivery of such notice.

1470  
1471 16.5 Termination. A tenured appointment or any appointment of definite duration may be terminated  
1472 during its term for just cause. An employee shall be given written notice of termination at least six (6)  
1473 months in advance of the effective date of such termination, except that in cases where the President or  
1474 representative determines that an employee's actions adversely affect the functioning of the University or  
1475 jeopardize the safety or welfare of the employee, colleagues, or students, the President or representative  
1476 may give less than six (6) months notice.

1477  
1478 16.6 Disciplinary Action Other than Termination. The University retains its right to impose disciplinary  
1479 action other than termination for just cause including, but not limited to, suspension with or without pay.  
1480 Counseling, including recommendations for participation in an Employee Assistance Program, shall not  
1481 be considered disciplinary action.

1482  
1483 16.7 Job Abandonment

1484 A. If an employee is absent without authorized leave for twelve (12) or more consecutive  
1485 days or a period of time that constitutes more than 15% of a term-length teaching assignment during a  
1486 summer term, under the provisions of Article 17.1, the employee shall be considered to have abandoned the  
1487 position and voluntarily resigned from the University. Under the provisions of Article 16.7 A, the employee  
1488 who returns from an unauthorized leave and engages in another unauthorized leave of 3 days or more within  
1489 a calendar year shall be subject to discipline, up to an including termination.

1490 B. Notwithstanding Article 16.7(A), above, if the employee's absence is for reasons beyond  
1491 the control of the employee and the employee notifies the University as soon as practicable, the  
1492 employee will not be considered to have abandoned the position.

1493  
1494 16.8 Employee Assistance Program. Neither the fact of an employee's participation in an employee  
1495 assistance program, nor information generated by participation in the program, shall be used as a reason  
1496 for discipline under this Article, except for information relating to an employee's failure to participate in an  
1497 employee assistance program consistent with the terms to which the employee and the University have  
1498 agreed.

1499  
1500

## 1501 **Article 17 Leaves**

1502 17.1 Requests for a Leave or Extension of Leave of One (1) Semester or More.

1503 A. For a leave of one (1) semester or more, an employee shall make a written request not  
1504 less than 120 days prior to the beginning of the proposed leave, if practicable.

1505 B. For an extension of a leave of one (1) semester or more, an employee shall make a

1506 written request not less than sixty (60) days before the end of the leave, if practicable.

1507 C. The University shall approve or deny such request in writing not later than thirty (30) days  
1508 after receipt of the request.

1509 D. An absence without approved leave or extension of leave shall subject the employee to  
1510 the provisions of Article 16.7.

1511 E. An employee's request for use of leave for an event covered by the provisions of the  
1512 Family and Medical Leave Act (FMLA) of 1993 (Public Law 103-3) shall be submitted and responded to  
1513 in accordance with the provisions of Article 17.6 below.

1514  
1515 17.2 Return from Leave. An employee who returns from an approved leave of absence with or without  
1516 pay shall be returned to the same classification, unless the University and the employee agree in writing  
1517 to other terms and conditions. The return from FMLA leave shall be in accordance with Article 17.6 below.

1518  
1519 17.3 Accrual During Leave with Pay. An employee shall accrue normal leave while on compensated  
1520 leave in full-pay status, or while participating in the sabbatical or professional development programs. If  
1521 an employee is on compensated leave in less than full-pay status for other than sabbaticals or professional  
1522 development programs, the employee shall accrue leave in proportion to the pay status.

1523  
1524 17.4 Tenure Credit During Periods of Leave. Leaves of an entire semester or more during which an  
1525 employee is on compensated or uncompensated leave shall not be creditable for the purpose of  
1526 determining eligibility for tenure, except by mutual agreement of the employee and the University. In  
1527 deciding whether to credit such leave toward tenure eligibility, the President or representative shall  
1528 consider the duration of the leave, the relevance of the employee's activities while on such leave to the  
1529 employee's professional development and to the employee's field of employment, the benefits, if any,  
1530 which accrue to the University by virtue of placing the employee on such leave, and other appropriate  
1531 factors.

1532  
1533 17.5 Holidays.

1534 A. An employee shall be entitled to observe all official holidays designated as holidays by  
1535 the University, which shall at a minimum include those holidays designated in Fla. Stat. Section 110.117.  
1536 No classes shall be scheduled on designated holidays. Classes not held because of a holiday shall not  
1537 be rescheduled.

1538 B. Supervisors are encouraged not to require an employee to perform duties on holidays;  
1539 however, an employee required to perform duties on holidays shall have the employee's schedule  
1540 adjusted to provide equivalent time off.

1541 C. If an employee who has performed duties on a holiday terminates employment prior to  
1542 being given time off, the employee shall be paid, upon termination, for the holiday hours worked within  
1543 the previous twelve (12) month period.

1544  
1545 17.6 Family and Medical Leave Act (FMLA) Entitlements.

1546 A. The Family and Medical Leave Act of 1993 ("FMLA") is the common name for the  
1547 Federal law providing eligible employees an entitlement of up to four hundred and eighty (480) hours of  
1548 leave without pay for qualified family or medical reasons during a one-year period. This Act entitles the  
1549 employee to take leave without pay; where University policies permit, employees may use accrued leave  
1550 with pay during any qualifying family or medical leave. The failure to list, define, or specify any particular  
1551 provision or portion of the FMLA in this Agreement shall in no way constitute a waiver of any of the rights  
1552 or benefits conferred to the employer or the employee through the FMLA.

1553 B. Implementation of FMLA Leave Entitlements.

1554 (1). An employee, whether salaried or paid from Other Personal Services (OPS), is entitled to  
1555 four hundred and eighty (480) hours of FMLA leave within a twelve (12) month period for any  
1556 qualifying family or medical leave.

1557  
1558 (2). Pursuant to Fla. Admin. Code 6C4- 10.104(12), a salaried employee is entitled to a parental leave for

1559 up to six (6) months in accordance with the provisions of Article 17.7 below, for a birth or adoption of the  
1560 employee's child. If an eligible employee elects to take Parental Leave, up to four hundred and eighty  
1561 (480) hours of such leave may be counted against that employee's FMLA entitlement.

1562 C. Accounting for the Use of FMLA Leave in a Twelve-Month Period.

1563 (1). The fiscal year (July 1 - June 30) shall be the designated twelve (12) month period in which  
1564 to count the use of up to four hundred and eighty (480) hours of FMLA leave.

1565 (2). An eligible employee's entitlement to leave for a birth or placement for adoption or foster  
1566 care expires at the end of a twelve (12) month period beginning on the date of the birth or  
1567 placement of the child.  
1568

1569  
1570 D. Use and Approval of FMLA Leave.

1571 (1). The ~~University Central Human Resources (CHR)~~ shall approve FMLA leave for an eligible  
1572 employee as long as the reasons for absence qualify under the FMLA and the employee has  
1573 not exhausted the employee's four hundred and eighty (480) hours within the appropriate 12-  
1574 month period for such leave. The employee may request FMLA leave as accrued leave, leave  
1575 without pay, or a combination of both.

1576 (2). The University may require that the employee use accrued leave with pay prior to  
1577 requesting leave without pay for four hundred and eighty (480) hours (12 workweeks) of FMLA  
1578 leave. Requiring the use of paid leave shall be applied consistently and may not be used  
1579 merely to exhaust the employee's leave balance in order to prohibit the use of paid leave while  
1580 on leave without pay as provided for in Article 17.11(E) below.

1581 (3). After the ~~President or representative~~CHR has acquired knowledge that the leave is being  
1582 taken for an FMLA qualifying event, the ~~President or representative~~CHR shall within two  
1583 business days, absent extenuating circumstances, notify the employee of the period of FMLA  
1584 leave to be granted, including the date of return to employment. If the notice is oral, it shall be  
1585 confirmed in writing no later than the following payday (unless the payday is less than one  
1586 week after the oral notice, in which case the notice must be no later than the subsequent payday).

1587 E. Medical Certification.

1588 (1) The University may require an employee to provide medical certification from a health  
1589 care provider for FMLA leave with or without pay when taken for the serious health condition  
1590 of the employee or the employee's family member.

1591 (2) Medical certification may be required to affirm the employee's ability to return to work  
1592 and perform one or more of the essential functions of the job within the meaning of the  
1593 Americans with Disabilities Act (ADA), after being absent on FMLA leave.

1594 F. Return to Position. Upon return from FMLA leave, the employee shall be returned to the  
1595 same or equivalent position in the same class and work location, including the same shift or equivalent  
1596 schedule, unless the University and the employee agree in writing to other conditions and terms under  
1597 which such leave is to be granted.

1598 G. Continuation of Benefits. The use of FMLA leave by eligible employees shall neither  
1599 enhance nor decrease any rights or benefits normally accrued to ~~salaried~~ employees during a leave with  
1600 pay or any rights or benefits normally accrued during a leave without pay.

1601 H. If any provision of Article 17.6 (FMLA) is inconsistent with or in contravention of the  
1602 Family Medical Leave Act of 1993, Public Law 103-3, or the Family and Medical Leave Act Regulations,  
1603 29 CFR Part 825, or any subsequently enacted legislation, then such provision shall be superseded by  
1604 the laws or regulations referenced above, except to the extent that the collective bargaining agreement  
1605 or any employee benefit program or plan provides greater family or medical leave rights to an eligible  
1606 employee.

1607 17.7 Parental Leave Paid Program.

1608 (1) No more than twice in the course of an employee's tenure at the University, the employee may

request and be granted a 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 parental leave 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 parental leave. If this condition is not met, the University may require the return of salary received during the program. -or reimburse the University for salary received during the leave period.

~~(3) Commitment to Reimburse. An employee who makes use of parental leave and who remains in University employment for at least one academic year (calendar year for non-instructional faculty) immediately following participation in the parental leave program shall have the total number of hours used deducted from the employee's sick leave and/or annual leave upon separation from the University, or upon transferring between annual leave and non-annual leave accruing contract. An employee who makes use of parental leave, but does not remain in University employment for at least one academic year (calendar year for non-instructional faculty) immediately following participation in the parental leave program may be required to reimburse the University for the liquidated equivalent of all salary paid while on parental leave.~~

~~(4) The "Parental Leave Paid Program" will be implemented on January 1, 2009 with a commitment of .10% of the in-unit employees' salary base. Program guidelines will be posted on the University's website.~~

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

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

##### A. Sick Leave.

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

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

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

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

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

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

b. Sick leave shall be authorized for the following:

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

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

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

- 1661 spouse, and dependents living in the household.
- 1662 4. The death of a member of the employee's immediate family, at the discretion of  
1663 the supervisor. Approval of requests for use of reasonable amounts of sick leave for the  
1664 death of a member of the employee's immediate family shall not be unreasonably  
1665 withheld.
- 1666 c. A continuous period of sick leave commences with the first day of absence and  
1667 includes all subsequent days until the employee returns to work. For this purpose,  
1668 Saturdays, Sundays, and official holidays observed by the University shall not be counted  
1669 unless the employee is scheduled to perform services on such days. During any seven  
1670 (7) day period, the maximum number of days of sick leave charged against any employee  
1671 shall be five (5).
- 1672 d. An employee who requires the use of sick leave should notify the supervisor as  
1673 soon as practicable.
- 1674 e. An employee who becomes eligible for the use of sick leave while on approved  
1675 annual leave shall, upon notifying the supervisor, substitute the use of accrued sick leave to  
1676 cover such circumstances.
- 1677 (3). Certification. If an employee's request for absence or absence exceeds four (4) consecutive  
1678 days, or if a pattern of absence is documented, the University may require an employee to  
1679 furnish certification issued by an attending health care provider of the medical reasons  
1680 necessitating the absence and/or the employee's ability to return to work. If the medical  
1681 certification furnished by the employee is not acceptable, the employee may be required to  
1682 submit to a medical examination by a health care provider who is not a University staff member  
1683 which shall be paid for by the University. If the medical certification indicates that the employee is  
1684 unable to perform assigned duties, the President or representative may place the employee on  
1685 compulsory leave under the conditions set forth in Article 17.8(C) below.
- 1686 (4). Transfer of Credits.
- 1687 a. When an employee is reemployed by the University within 100 days, the full  
1688 balance of accrued sick leave shall accompany the employee unless the employee has received  
1689 a lump sum payment for accrued sick leave.
- 1690 b. When an employee moves to a position in state government, the transfer of  
1691 unused sick leave from the University shall be governed by the rules of the plan to which the  
1692 employee is transferring.
- 1693 c. The transfer of unused sick leave from a local government to a university position  
1694 is not permitted unless a reciprocal agreement in writing between the University and the previous  
1695 employing entity is in effect.
- 1696 (5). Payment for Unused Sick Leave.
- 1697 a. An employee appointed on or after January 1, 2014, or with less than ten (10)  
1698 years of continuous University service, as defined herein, who separates from the University shall  
1699 not be paid for any unused sick leave.
- 1700 b. An employee appointed before January 1, 2014, and who has completed ten (10)  
1701 or more years of University service, has not been found guilty or has not admitted to being guilty  
1702 of committing, aiding, or abetting any embezzlement, theft, or bribery in connection with University  
1703 employment, or has not been found guilty by a court of competent jurisdiction of having violated  
1704 any State law against or prohibiting strikes by public employees, and separates from the University  
1705 because of retirement for other than disability reasons, termination, or death, shall be  
1706 compensated at the employee's current regular hourly rate of pay for one-fourth of all unused  
1707 accrued sick leave ; provided that the payment shall not exceed 480 hours.
- 1708 c. Upon layoff, an employee appointed before January 1, 2014, and with ten (10)  
1709 or more years of University service, shall be paid for unused sick leave as described in Article  
1710 17.8(A)(5)(b), above.
- 1711 d. All payments for unused sick leave authorized by Article 17.8(A)(5)(b) above, shall

1712 be made in lump sum and shall not be used in determining the average final compensation  
1713 of an employee in any state administered retirement system. An employee shall not be carried  
1714 on the payroll beyond the last official day of employment, except that an employee who is unable  
1715 to perform duties because of a disability may be continued on the payroll until all accrued sick leave  
1716 is exhausted.

1717 e. In the event of the death of an employee appointed before January 1, 2014, and  
1718 with ten (10) or more years of University service, payment of sick leave accrued at the time of  
1719 death shall be made to the employee's beneficiary, estate, or as provided by law.

1720 (6). Sick Leave Buy-Back.

1721 The University will develop a voluntary program for employees with vested sick leave benefits to  
1722 receive a one-time cash payment in exchange for non-payment of accrued sick leave upon leaving  
1723 University employment. Employees who enter the program will continue to accrue sick leave for use  
1724 as paid time off, but will not receive a cash payment for any accrued sick leave upon leaving  
1725 University employment. Program details, operation, duration and eligibility criteria shall be  
1726 determined by the University. The Union may request consultation on program details.

1727 ~~(7). Donated Sick Leave Program.~~

1728 ~~Effective August 7, 2014, the donated sick leave program is discontinued.~~

1729

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1731

1732

B. Job-Related Illness/injury.

1733 (1). An employee who sustains a job-related illness/injury that is compensable under the  
1734 Workers' Compensation Law shall be carried in full-pay status for a period of medically certified  
1735 illness/injury not to exceed seven (7) days immediately following the illness/injury, or for a  
1736 maximum of forty (40) work hours if taken intermittently without being required to use accrued sick  
1737 or annual leave

1738 (2). If, as a result of the job-related illness/injury, the employee is unable to resume work at the end  
1739 of the period provided in Article 17.8(B)(1), above:

1740 a. The employee may elect to use accrued leave in an amount necessary to receive salary  
1741 payment that will increase the Workers' Compensation payments to the total salary being  
1742 received prior to the occurrence of the illness/injury. In no case shall the employee's salary and  
1743 Workers' Compensation benefits exceed the amount of the employee's regular salary payments;  
1744 or

1745 b. The employee shall be placed on leave without pay and shall receive normal Workers'  
1746 Compensation benefits if the employee has exhausted all accrued leave in accordance with Article  
1747 17.8 (B)(2)(a), above, or the employee elects not to use accrued leave.

1748 (3). This period of leave with or without pay shall be in accordance with Chapter 440 (Worker's  
1749 Compensation), Florida Statutes.

1750 (4). If, at the end of the leave period, the employee is unable to return to work and perform  
1751 assigned duties, the President or representative should advise the employee, as appropriate, of the  
1752 Florida Retirement System's disability provisions and application process, and may, based upon a  
1753 current medical certification by a health care provider prescribed in accordance with Chapter 440  
1754 (Worker's Compensation), Florida Statutes, and taking the University's needs into account:

1755 a. offer the employee part-time employment;

1756 b. place the employee in leave without pay status or extend such status;

1757 c. request the employee's resignation; or

1758 d. release the employee from employment, notwithstanding any other provisions of this  
1759 Agreement.

1760 C. Compulsory Leave.

1761 (1). Placing Employee on Compulsory Leave.

1762 a. If an employee is unable to perform assigned duties due to illness/injury the President or  
1763 representative may require the employee to submit to a medical examination, the results of which  
1764 shall be released to the University, by a health care provider chosen and paid by the University,  
1765 or by a health care provider chosen and paid by the employee, who is acceptable to the President  
1766 or representative. Such health care provider shall submit the appropriate medical certification(s)  
1767 to the University. The employee shall cooperate by providing such medical records as requested  
1768 by the examining physician.

1769 b. If the University agrees to accept the employee's choice of a health care provider the  
1770 University may not then require another university-paid examination.

1771 c. If the medical examination confirms that the employee is unable to perform assigned  
1772 duties, the President or representative shall place the employee on compulsory leave.

1773 (2). Conditions of Compulsory Leave.

1774 a. Written notification to the employee placing the employee on compulsory leave shall  
1775 include the duration of the compulsory leave period and the conditions under which the  
1776 employee may return to work. These conditions may include the requirement of the successful  
1777 completion of, or participation in, a program of rehabilitation or treatment, and follow-up  
1778 medical certification(s) by the health care provider, as appropriate.

1779 b. The compulsory leave period may be leave with pay or leave without pay. If the  
1780 compulsory leave combines the use of accrued leave with leave without pay, the use of such  
1781 leave shall be in accordance with Article 17.11 below.

1782 c. If the employee fulfills the terms and conditions of the compulsory leave and receives a  
1783 medical certification from a health care provider approved by the University that the employee  
1784 is able to perform assigned duties, the President or representative shall return the employee  
1785 to the employee's previous duties, if possible, or to equivalent duties.

1786 (3). Duration. Compulsory leave, with or without pay, shall be for a period not to exceed the  
1787 duration of the illness/injury or one year, whichever is less.

1788 (4). Failure to Complete Conditions of Compulsory Leave or Inability to Return to Work. If the  
1789 employee fails to fulfill the terms and conditions of a compulsory leave and/or is unable to  
1790 return to work and perform assigned duties at the end of a leave period, the President or  
1791 representative should advise the employee, as appropriate, of the Florida Retirement System's  
1792 disability provisions and application process, and may, based upon the University's needs:

1793 a. offer the employee part-time employment;

1794 b. place the employee in leave without pay status in accordance with Article 17.11 below  
1795 or extend such status;

1796 c. request the employee's resignation; or

1797 d. release the employee from employment, notwithstanding any other provisions of this  
1798 Agreement.

1799  
1800 17.9 Annual Leave

1801 A. Accrual of Annual Leave.

1802 (1). Full-time employees appointed for more than nine (9) months, except employees on  
1803 academic year appointments, shall accrue annual leave at the rate of 6.769 hours biweekly or  
1804 14.667 hours per month (or a number of hours that is directly proportionate to the number of  
1805 days worked during less than a full-pay period for full-time employees), and the hours accrued  
1806 shall be credited at the conclusion of each pay period or, upon termination, at the effective date  
1807 of termination. Employees may accrue annual leave in excess of the year end maximum during  
1808 a calendar year. Employees with accrued annual leave in excess of the year end maximum as  
1809 of December 31, shall have any excess converted to sick leave on an hour-for-hour basis on  
1810 January 1 of each year.

1811 (2). Part-time employees appointed for more than nine (9) months, and employees with greater  
1812 than academic year appointments shall accrue annual leave at a rate directly proportionate to

1813 the percent of time employed.

1814 (3). Employees appointed for 9 months or less shall not accrue annual leave.

1815 B. Use and Transfer of Annual Leave.

1816 (1). Annual leave shall be accrued before being taken, except in those instances where the  
1817 President or representative may authorize the advancing of annual leave. When leave has  
1818 been advanced and employment is terminated prior to the employee accruing sufficient annual  
1819 leave to credit against the leave that was advanced, the University shall deduct from the  
1820 employee's warrant the cost of any annual leave advanced under this provision. All requests for  
1821 annual leave shall be submitted by the employee to the supervisor as far in advance as  
1822 possible and appropriate. Approval of the dates on which an employee wishes to take annual  
1823 leave shall be at the discretion of the supervisor and shall be subject to the consideration of  
1824 departmental/unit and organizational scheduling.

1825 (2). Upon re-employment within the University within 100 days, except for re-employment after  
1826 layoff (see 17.9(C)(3) below), the employee may choose to reinstate their annual leave balance  
1827 by repaying the full lump-sum annual leave payment received.

1828  
1829 (3). An employee may transfer into an annual leave accruing position up to forty-four (44) days  
1830 of unused leave accrued in the University classification and pay plan in which previously  
1831 employed, provided the employee has not received payment for such leave and no more than  
1832 thirty-one (31) days have elapsed between jobs.

1833 (4). When an annual leave accruing employee moves to a position in state government, the  
1834 transfer of leave from USF shall be governed by the rules of the plan to which the employee is  
1835 transferring. Should all unused leave not be transferable, up to forty-four days (352 hours) of  
1836 the remaining balance shall be paid in lump sum, effective the last day of University  
1837 employment.

1838 (5). The transfer of unused annual leave from a local government to an annual leave accruing  
1839 position is not permitted unless a reciprocal agreement in writing between the University or its  
1840 representative and the previous employing entity is in effect.

1841 C. Payment for Unused Annual Leave.

1842 (1). Upon termination from an annual leave accruing contract, or transfer from an annual leave  
1843 accruing contract to an academic year contract, and unless the employee requests the option in  
1844 Article 17.9(C)(2) below, the university shall pay the employee for up to forty-four days (352  
1845 hours) of unused annual leave at the calendar year rate the employee was accruing as of the  
1846 employee's last day of work, provided that a determination has been made by the President or  
1847 representative that the employee was unable to reduce the unused annual leave balance prior  
1848 to termination or reassignment to an academic year contract. All unused annual leave in excess  
1849 of forty-four days (352 hours) shall be forfeited by the employee.

1850 (2). Upon transfer from an annual leave accruing contract to an academic year contract within  
1851 the University, the employee may elect to retain all unused annual leave until such time, not to  
1852 exceed two (2) years, as the employee transfers back to an annual leave accruing contract or  
1853 terminates employment with the University. Upon such termination or at the end of two (2)  
1854 years, whichever comes first, the unused leave balance shall be paid in lump sum for up to  
1855 forty-four days (352 hours) at the annual rate the employee was accruing as of the employee's  
1856 last day of work on an annual leave accruing contract.

1857 (3). Upon layoff, an employee shall be paid for up to forty-four days (352 hours) of unused  
1858 annual leave in lump sum, unless the employee requests in writing that annual leave credits be  
1859 retained pending re-employment. For employees who are re-employed by the University within  
1860 twelve (12) calendar months following layoff, all unused annual leave shall be restored to the  
1861 employee, provided the employee requests such action in writing and repays the full amount of  
1862 any lump sum leave payment received at the time of layoff. Employees who are not re-  
1863 employed within twelve (12) calendar months following layoff and who elected to retain their  
1864 annual leave pending re-employment shall be paid for up to forty-four days (352 hours) of

1865 unused annual leave at the calendar rate the employee was accruing as of the employee's last  
1866 day of work.

1867 (4). In the event of the death of an employee, payment for all unused accrued annual leave at  
1868 the time of death, up to 352 hours, shall be made to the employee's beneficiary, estate, or as  
1869 provided by law.

1870

1871 17.10 Administrative Leaves.

1872 A. Jury Duty and Court Appearances.

1873 (1). An employee who is summoned as a member of a jury panel or subpoenaed as a witness  
1874 in a matter not involving the employee's personal interests, shall be granted leave with pay and  
1875 any jury or witness fees shall be retained by the employee; leave granted hereunder shall not  
1876 affect an employee's annual or sick leave balance.

1877 (2). An appearance as an expert witness for which an employee receives professional  
1878 compensation falls under Article 19 and the University's policies and rules relative to outside  
1879 employment/conflict of interest. Such an appearance may necessitate the employee requesting  
1880 annual leave or, if a non-annual leave accruing employee, may necessitate the employee  
1881 seeking an adjustment of the work schedule.

1882 (3). If an employee is required, as a direct result of the employee's employment, to appear as  
1883 an official witness to testify in the course of any action as defined in Section 92.142(2), Florida  
1884 Statutes, such duty shall be considered a part of the employee's job assignment, and the  
1885 employee shall be paid per diem and travel expenses and shall turn over to the University any  
1886 fees received.

1887 (4). An employee involved in personal litigation during work hours must request annual leave  
1888 or, if a non-annual leave accruing employee, must seek an adjustment to the work schedule.

1889 B. Military Leave.

1890 (1). Short-term Military Training. An employee who is a member of the United States Armed  
1891 Forces Reserve, including the National Guard, upon presentation of a copy of the employee's  
1892 official orders or appropriate military certification, shall be granted leave with pay during periods in  
1893 which the employee is engaged in annual field training or other active or inactive duty for  
1894 training exercises. Such leave with pay shall not exceed seventeen (17) work days in any one  
1895 (1) federal fiscal year (October 1 - September 30).

1896 (2). National Guard State Service. An employee who is a member of the Florida National Guard  
1897 shall be granted leave with pay on all days when ordered to active service by the State. Such  
1898 leave with pay shall not exceed thirty (30) days at any one time.

1899 (3). Other Military Leave.

1900 a. An employee, except an employee who is employed in a temporary position or  
1901 employed on a temporary basis, who is drafted, who volunteers for active military service, or  
1902 who is ordered to active duty (not active duty training) shall be granted leave in accordance  
1903 with Chapter 43 of Title 38, United States Code. Active military service includes active duty  
1904 with any branch of the United States Army, Air Force, Navy, Marine Corps, Coast Guard,  
1905 National Guard of the State of Florida, or other service as provided in Sections 115.08 and  
1906 115.09, Florida Statutes.

1907 b. Such leave of absence shall be verified by official orders or appropriate military  
1908 certification. The first thirty (30) days of such leave shall be with full-pay and shall not affect an  
1909 employee's annual or sick leave balance. The remainder of military leave shall be without pay  
1910 unless the employee elects to use accumulated annual leave or appropriate leave as provided in  
1911 (4) below, or the employer exercises its option under Section 115.14, Florida Statutes, to  
1912 supplement the employee's military pay. Leave payment for the first thirty (30) days shall be  
1913 made only upon receipt of evidence from appropriate military authority that thirty (30) days of  
1914 military service have been completed.

1915 c. Applicable provisions of Federal and State law shall govern the granting of military  
1916 leave and the employee's re-employment rights.

1917 d. Use of accrued leave is authorized during a military leave without pay in accordance  
1918 with Article 17.11 below.

1919 C. Leave Pending Investigation. When the President or representative has reason to believe  
1920 that the employee's presence on the job will adversely affect the operation of the University,  
1921 the President or representative may immediately place the employee on leave pending  
1922 investigation of the event(s) leading to that belief. The leave pending investigation shall  
1923 commence immediately upon the President or representative providing the employee with a  
1924 written notice of the reasons therefor. The leave shall be with pay, with no reduction of accrued  
1925 leave.

1926 D. Other Leaves Provided Not Affecting Accrued Leave Balances. An employee may be  
1927 granted other leaves not affecting accrued leave balances which are provided as follows:

1928 (1). Florida Disaster Volunteer Leave is provided by Section 110.120, Florida Statutes, for an  
1929 employee who is a certified disaster service volunteer of the American Red Cross. Leave of  
1930 absence with pay for not more than fifteen (15) working days in the fiscal year may be provided  
1931 upon request of the American Red Cross and the employee's supervisor's approval. Leave  
1932 granted under this act shall be only for services related to a disaster occurring within the  
1933 boundaries of the State of Florida.

1934 (2). Civil disorder or disaster leave is provided for an employee who is member of a volunteer  
1935 fire department, police auxiliary or reserve, civil defense unit, or other law enforcement type  
1936 organization to perform duties in time of civil disturbances, riots, and natural disasters, including  
1937 an employee who is a member of the Civil Air Patrol or Coast Guard Auxiliary, and called upon  
1938 to assist in emergency search and rescue missions. Such paid leave not affecting leave  
1939 balances may be granted upon approval by the President or designee and shall not exceed two  
1940 days on any one occasion.

1941 (3). Athletic competition leave is provided by Section 110.118, Florida Statutes, for an employee  
1942 who is a group leader, coach, official, or athlete who is a member of the official delegation  
1943 of the United States team for athletic competition. Such paid leave not affecting leave  
1944 balances shall be granted for the purpose of preparing for and engaging in the competition for  
1945 the period of the official training camp and competition, not to exceed 30 days in a calendar year.

1946 (4). Leave for re-examination or treatment with respect to service-connected disability is provided  
1947 by Section 110.119, Florida Statutes, for an employee who has such rating by the United  
1948 State Department of Veterans Affairs and has been scheduled to be reexamined or treated  
1949 for the disability. Upon presentation of written confirmation of having been so scheduled, such  
1950 leave not affecting the employee's leave balances shall be approved and shall not exceed six (6)  
1951 calendar days in any calendar year.

1952 E. Official Emergency Closings. The President or President's representative may close the  
1953 University, or portions of the University, in the event of an emergency or natural disaster. Such closings  
1954 will be only for the period it takes to restore normal working conditions. Leave resulting from such an  
1955 emergency closing shall not reduce employees' leave balances.

1956  
1957 17.11 Leave Without Pay.

1958 A. Granting. Upon request of an employee, the President or representative shall grant a  
1959 leave without pay for a period not to exceed one year unless the President or representative determines  
1960 that granting such leave would be inconsistent with the best interests of the University. Such leave may  
1961 be extended upon mutual agreement.

1962 B. Salary Adjustment. The salary of an employee returning from uncompensated leave shall  
1963 be adjusted to reflect all non-discretionary increases distributed during the period of leave. While on  
1964 such leave, an employee shall be eligible to participate in any special salary incentive programs.

1965 C. Retirement Credit. Retirement credit for such periods of leave without pay shall be  
1966 governed by the provisions of applicable Florida Statutes and implementing rules.

1967 D. Accrual of Leave/Holiday Pay. While on leave without pay, the employee shall retain  
1968 accumulated sick leave and annual leave, but shall not accrue sick leave or annual leave nor be entitled

1969 to holiday pay.

1970 E. Use of Accrued Leave During an Approved Period of Leave Without Pay.

1971 (1). Use of accrued leave with pay is authorized during a leave of absence without pay for  
1972 parental, foster care, medical, or military reasons. Such use of leave with pay is provided under  
1973 the following conditions:

1974 a. Notwithstanding the provisions of Article 17.8(A)(2) above regarding the use of  
1975 sick leave, an employee may use any type of accrued leave in an amount necessary to  
1976 cover the employee's contribution to the State insurance program and other expenses  
1977 incurred by the employee during an approved period of leave without pay for parental,  
1978 foster care, medical, or military reasons.

1979 b. Normally the use of accrued leave during a period of leave without pay for  
1980 medical reasons shall be approved for up to six (6) months, but may be approved for up  
1981 to one year for the serious health condition of the employee or a member of the employee's  
1982 immediate family.

1983 c. The employer contribution to the State insurance program will continue for the  
1984 corresponding payroll periods.

1985 (2). An employee's request for the use of accrued leave during a period of leave without pay  
1986 shall be made at the time of the employee's request for the leave without pay. Such request  
1987 shall include the amount of accrued leave the employee wishes to use during the approved  
1988 period of leave without pay. If circumstances arise during the approved leave which cause the  
1989 employee to reconsider the combination of leave with and without pay, the employee may  
1990 request in writing approval of revisions to the original approval.  
1991  
1992

1993 **Article 18 Inventions and Works**

1994 18.1 University Authority and Responsibilities. Section 1004.23, Florida Statutes, authorizes the  
1995 University to establish rules and procedures regarding patents, copyrights, and trademarks. Such rules  
1996 and procedures shall be consistent with the terms of this Article.  
1997

1998 18.2 Definitions. The following definitions shall apply in this Article:

1999 A. A "work" includes any copyrightable material, such as printed material, computer  
2000 software or databases, audio and visual material, circuit diagrams, architectural and engineering  
2001 drawings, lectures, musical or dramatic compositions, choreographic works, pictorial or graphic works,  
2002 and sculptural works. Instructional technology material, as defined in Article 9.9(A), is included in this  
2003 definition.

2004 B. An "invention" includes any discovery, invention, process, composition of matter, article  
2005 of manufacture, know-how, design, model, technological development, strain, variety, culture of any  
2006 organism, or portion, modification, translation, or extension of these items, and any mark used in  
2007 connection with these items. Instructional technology material, as defined in Article 9.9(A), is included in  
2008 this definition.

2009 C. "Instructional technology material" is defined in Article 9.9(A).

2010 D. "University support" includes the use of university funds, personnel, facilities, equipment,  
2011 materials, or technological information, and includes such support provided by other public or private  
2012 organizations when it is arranged, administered, or controlled by the University.  
2013

2014 18.3 Works.

2015 A. Independent Efforts. A work made in the course of independent efforts is the property of  
2016 the employee, who has the right to determine the disposition of such work and the revenue derived  
2017 from such work. As used in this Section, the term "independent efforts" means that:

2018 (1). the ideas came from the employee; and

- 2019 (2). the work was not made with the use of University support; and  
2020 (3). the University is not held responsible for any opinions expressed in the work.
- 2021 B. University-Supported Efforts.
- 2022 (1). If the work was not made in the course of independent efforts, the work is the property of  
2023 the University and the employee shall share in the proceeds therefrom.
- 2024 (2). Exceptions. The University shall not assert rights to the following works:
- 2025 a. Those works for which the intended purpose is to disseminate the  
2026 results of academic research or scholarly study, such as books, articles, electronic  
2027 media; and
- 2028 b. Works developed without the use of appreciable university support  
2029 and used solely for the purpose of assisting or enhancing the employee's  
2030 instructional assignment.
- 2031 C. Disclosure.
- 2032 (1). Upon the creation of a work and prior to any publication, the employee shall disclose  
2033 directly to the Division of Patents and Licensing any work made in the course of university-  
2034 supported efforts, together with an outline of the project and the conditions under which it was  
2035 done. Consistent with the provisions of Article 18.3(B)(2)a, above, employees need not disclose  
2036 regarding books, articles, and similar works, the intended purpose of which is to disseminate  
2037 the results of academic research or scholarly work.
- 2038 (2). The Division of Patents and Licensing shall assess the relative equities of the employee  
2039 and the University in the work.
- 2040 (3). Within sixty (60) days after such disclosure, the Division of Patents and Licensing will  
2041 inform the employee whether the University seeks an interest in the work, and a written  
2042 agreement shall thereafter be negotiated to reflect the interests of both parties, including  
2043 provisions relating to the equities of the employee and the allocation of proceeds resulting from  
2044 such work. Creation, use, and revision of such works shall also be the subject of the written  
2045 agreement between the employee and the University as well as provisions relating to the use or  
2046 revision of such works by persons other than the creator. The employee shall assist the  
2047 University in obtaining releases from persons appearing in, or giving financial or creative  
2048 support to, the development or use of these works in which the University has an interest. All  
2049 such agreements shall comport with and satisfy any preexisting commitments to outside  
2050 sponsoring contractors.
- 2051 (4). The employee and the University shall not commit any act which would tend to defeat the  
2052 University's or employee's interest in the work and shall take any necessary steps to protect  
2053 such interests.
- 2054  
2055 18.4 Inventions.
- 2056 A. Disclosure/University Review.
- 2057 (1). An employee shall fully and completely disclose directly to the Division of Patents and  
2058 Licensing all inventions which the employee develops or discovers while an employee together  
2059 with an outline of the project and the conditions under which it was done. With respect to  
2060 inventions made during the course of approved outside employment, the employee may delay  
2061 such disclosure, when necessary to protect the outside employer's interests, until the decision  
2062 has been made by the outside employer whether to seek a patent.
- 2063 (2). If the University wishes to assert its interest in the invention, the Division of Patents and  
2064 Licensing shall inform the employee within 120 days of the employee's disclosure to the  
2065 Division.
- 2066 (3). The Division of Patents and Licensing shall conduct an investigation which shall assess the  
2067 respective equities of the employee and the University in the invention, and determine its  
2068 importance and the extent to which the University should be involved in its protection,  
2069 development, and promotion.

2070 (4). The Division of Patents and Licensing shall inform the employee of the University's decision  
2071 regarding the University's interest in the invention within a reasonable time, not to exceed 135  
2072 days from the date of the disclosure to the Division.

2073 (5). The division, between the University and the employee, of proceeds generated by the  
2074 licensing or assignment of an invention shall be negotiated and reflected in a written contract  
2075 between the University and the employee. All such agreements shall comport with and satisfy  
2076 any preexisting commitments to outside sponsoring contractors.

2077 (6). The employee shall not commit any act which would tend to defeat the University's interest  
2078 in the matter, and the University shall take any necessary steps to protect such interest.

2079 B. Independent Efforts. All inventions made outside the field or discipline in which the  
2080 employee is employed by the University and for which no university support has been used  
2081 are the property of the employee, who has the right to determine the disposition of such work  
2082 and revenue derived from such work. The employee and the Division of Patents and Licensing  
2083 may agree that the patent for such invention be pursued by the University and the proceeds shared.  
2084

2085 C. University-Supported Efforts. An invention which is made in the field or discipline in which  
2086 the employee is employed by the University, or by using university support, is the property of  
2087 the University and the employee shall share in the proceeds therefrom.

2088 D. Release of Rights.

2089 (1). In the event a sponsored research contractor has been offered the option to apply for the  
2090 patent to an invention or other rights in an invention, the University will use its good offices in  
2091 an effort to obtain the contractor's decision regarding the exercise of such rights within 120  
2092 days.

2093 (2). At any stage of making the patent applications, or in the commercial application of an  
2094 invention, if it has not otherwise assigned to a third party the right to pursue its interests,  
2095 Division of Patents and Licensing may elect to withdraw from further involvement in the  
2096 protection or commercial application of the invention. At the request of the employee in such  
2097 case, the University shall transfer the invention rights to the employee, in which case the  
2098 invention shall be the employee's property and none of the costs incurred by the University or  
2099 on its behalf shall be assessed against the employee.

2100 (3). All assignments or releases of inventions, including patent rights, by the University to the  
2101 employee shall contain the provision that such invention, if patented by the employee, shall be  
2102 available royalty-free for governmental purposes of the State of Florida, unless otherwise  
2103 agreed in writing by the University.

2104 E. University Policy.

2105 (1). The University shall have a policy addressing the division of proceeds between the  
2106 employee and the University.

2107 (2). Such policy may be the subject of consultation meetings pursuant to Article 2.

2108 F. Execution of Documents. The University and the employee shall sign an agreement  
2109 individually recognizing the terms of this Article, which may be contained in the employment document.

2110 18.5 Outside Activity.

2111 A. Although an employee may, in accordance with Article 19, Conflict of Interest/Outside  
2112 Activity, engage in outside activity, including employment, pursuant to a consulting agreement,  
2113 requirements that an employee waive the employee's or University's rights to any work or inventions  
2114 which arise during the course of such outside activity must be approved by the President or  
2115 representative.

2116 B. An employee who proposes to engage in such outside activity shall furnish a copy of this  
2117 Article and the university's patents policy to the outside employer prior to or at the time a consulting or  
2118 other agreement is signed, or if there is no written agreement, before the employment begins.

2119

## Article 19 - Conflict of Interest/Outside Activity

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### 19.1 Policy.

A. An employee 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, and all rules applicable to university employees.

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

### 19.2 Definitions.

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

B. "Conflict of Interest" shall mean

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

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

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

### 19.4 Report of Outside Activity.

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

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

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

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

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

~~D. The reporting provisions of this section shall not apply to activities performed wholly during a period in which the employee has no appointment with the University. Failure to report an outside activity may result in disciplinary action as provided in Section 1012.977, Florida Statutes.~~

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

### 19.5 Grievance Procedure.

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

2169 B. The employee may engage in such outside activity pending a resolution of the matter  
2170 pursuant to Article 19.5(A) above.

2171 C. If the resolution of the matter is that there is a conflict of interest, the employee shall  
2172 cease such activity immediately and may be required to turn over to the University all or part of  
2173 compensation earned therefrom.

2174  
2175 19.6 Use of University Resources. An employee engaging in any outside activity shall not use the  
2176 facilities, equipment, or services of the University in connection with such outside activity without prior  
2177 approval of the President or representative. Approval for the use of university facilities, equipment, or  
2178 services shall be requested on a university form designated for that purpose and may be conditioned  
2179 upon reimbursement for the use thereof.

2180  
2181 19.7 No University Affiliation. An employee engaging in outside activity shall take reasonable  
2182 precautions to ensure that the outside employer or other recipient of services understands that the  
2183 employee is engaging in such outside activity as a private citizen and not as an employee, agent, or  
2184 spokesperson of the University.

2185  
2186  
2187 **Article 20 - Grievance Procedure and Arbitration**

2188  
2189 20.1 Purpose. The parties encourage the informal resolution of grievances whenever possible. The  
2190 purpose of this procedure is to promote prompt and efficient resolution of grievances. This procedure  
2191 shall be the sole and exclusive method for resolving grievances.

2192  
2193 20.2 Definitions. As used herein:

2194 A. "Grievance" shall mean a dispute filed on the appropriate grievance form (attached to this  
2195 procedure) concerning the interpretation or application of a specific term or provision of the Collective  
2196 Bargaining Agreement, subject to those exclusions appearing in other articles of the agreement. The  
2197 parties agree that counsels do not constitute disciplinary action. Further, since the parties do not intend  
2198 that this grievance procedure be a device for appellate review, the University's response to a  
2199 recommendation of a hearing officer or other individual or group having appropriate jurisdiction in any  
2200 other procedure shall not be an act or omission giving rise to a grievance under this procedure.

2201 B. "Grievant" shall mean UFF, a member of the bargaining unit, or group of members of the  
2202 bargaining unit who has/have filed a grievance in a dispute over a provision of the Collective Bargaining  
2203 Agreement. The UFF may file a grievance in a dispute over a provision of this Agreement which confers  
2204 rights upon the UFF. Where several employees have essentially the same grievance, the parties may  
2205 agree to consolidate the grievances. Where the parties agree to consolidation one grievance form may  
2206 be attached bearing the signature of the grievants. A separate mutual agreement must be obtained to  
2207 maintain the grievances as consolidated at each step of the grievance and arbitration process.

2208 C. Grievance Form Requirements. Each grievance, request for review and notice of  
2209 arbitration must be submitted in writing on the appropriate grievance form (attached to this procedure)  
2210 and shall be signed by the grievant. If there is difficulty in meeting any time limit, the UFF representative  
2211 may sign such documents for the grievant; however, grievant's signature shall be provided prior to the  
2212 Step 2 meeting. All grievance forms shall be dated when the grievance is received by the University.  
2213 The grievance forms may be filed by facsimile, United States mail, or any other recognized means of  
2214 delivery, excluding electronic mail.

2215  
2216 20.3 Resort to Other Procedures. It is the intent of the parties to first provide a reasonable opportunity  
2217 for resolution of a dispute through the grievance procedure and arbitration process. If prior to seeking  
2218 resolution of a dispute by filing a grievance hereunder, or while the grievance proceeding is in progress,  
2219 the grievant requests, in writing, resolution of the matter in any other forum, whether administrative or  
2220 judicial, the University shall have no obligation to entertain or proceed further with the grievance under  
2221 this grievance procedure. As an exception to this provision, a grievant may file a federal EEOC charge  
2222 while the grievance is in progress when such filing becomes necessary to meet federal filing deadlines  
2223 pursuant to 42 U.S.C. section 2000e et seq.

- 2224  
2225 20.4 Burden of Proof. In all grievances except disciplinary grievances, the burden of proof shall be on  
2226 the employee. In disciplinary grievances, the burden of proof shall be on the University.  
2227
- 2228 20.5 Representation. The UFF shall have the exclusive right to represent any employee in a grievance  
2229 filed hereunder, unless an employee elects self-representation or to be represented by legal counsel. If  
2230 an employee elects not to be represented by the UFF, the University shall promptly inform the UFF in  
2231 writing of the grievance. No resolution of any individually processed grievance shall be inconsistent with  
2232 the terms of this Agreement and for this purpose the UFF shall have the right to have an observer present  
2233 at all meetings called for the purpose of discussing such grievance and shall be sent copies of all  
2234 decisions at the same time as they are sent to other parties.  
2235
- 2236 20.6 Identification of Grievance Representatives. UFF shall annually provide to the University a list of  
2237 all persons authorized to act as UFF grievance representatives and shall update the list as needed.  
2238
- 2239 20.7 Duties of Grievance Representatives and Grievant.
- 2240 A. The UFF grievance representative shall have the responsibility to meet all classes, office  
2241 hours, and other duties and responsibilities incidental to the assigned workload. Some of these activities  
2242 are scheduled to be performed at particular times. Such representative shall have the right during times  
2243 outside of those hours scheduled for these activities to investigate, consult, and prepare grievance  
2244 presentations and attend grievance hearings and meetings. Should any hearings or meetings  
2245 necessitate rescheduling of assigned duties, the representative may, with the approval of the  
2246 appropriate administrator, arrange for the rescheduling of such duties or their coverage by colleagues.  
2247 Such approval shall not be unreasonably withheld.
- 2248 B. Prior to participation in any grievance proceedings, conferences, or meetings, the grievant  
2249 shall make arrangements acceptable to the appropriate supervisor for the performance of the grievant's  
2250 duties. Approval of such arrangements shall not be unreasonably withheld. Time spent in such activities  
2251 outside regular working hours shall not be counted as time worked.
- 2252 C. When an employee participates during working hours in an arbitration proceeding or in a  
2253 grievance meeting between the grievant or representative and the University, that employee's  
2254 compensation shall neither be reduced nor increased for time spent in those activities.  
2255
- 2256 20.8 Formal Grievance Procedure.
- 2257 A. Filing.
- 2258 (1). A grievance shall be filed with the designated university representative at Step 1 within  
2259 thirty (30) days following the act or omission giving rise thereto, or the date on which the  
2260 grievant knew or reasonably should have known of such act or omission if that date is later.  
2261 The expiration of the thirty-day period shall be evidenced by a receipt executed by the office  
2262 receiving the grievance, or by the date of mailing as determined by the postmark. The grievance  
2263 may be amended one time, prior to the Step 2 meeting.
- 2264 (2). The filing of a grievance constitutes a waiver of any rights to judicial review of agency  
2265 action pursuant to Chapter 120, Florida Statutes, or to the review of such actions under  
2266 university procedures which may otherwise be available to address such matters. This  
2267 grievance procedure shall be the sole review mechanism for resolving disputes regarding rights  
2268 or benefits provided exclusively by the Collective Bargaining Agreement. Only those acts or  
2269 omissions and sections of the Collective Bargaining Agreement identified at the initial filing or  
2270 as amended in one (1) above may be considered at subsequent steps.
- 2271 (3). The grievant may seek redress of alleged salary discrimination by filing a grievance under  
2272 the provisions of this article. An act or omission giving rise to such a grievance may be the  
2273 employee's receipt (including the posting of an employee's salary warrant or pay 'stub' to the  
2274 GEMS website for those employees who receive their pay by direct deposit) of the employee's  
2275 salary warrant for the first full-pay period in which the annual salary increases referenced in the  
2276 article concerning salary are reflected.

2277 B. Time Limits. All time limits may be extended by mutual agreement of the parties. Upon  
2278 failure of the University to provide a decision within the time limits provided in this Article, the grievant or  
2279 the UFF, where appropriate, may appeal to the next step. Upon the failure of the grievant or the UFF,  
2280 where appropriate, to file an appeal within the time limits provided in this Article, the grievance shall be  
2281 deemed to have been resolved by the decision at the prior step.

2282 C. Step 1. All grievances shall be placed in informal resolution status for thirty (30) days  
2283 unless both the University and UFF agree otherwise. During the informal resolution period efforts to  
2284 resolve the grievance informally shall be made. Additional extensions may be granted upon mutual  
2285 agreement. Upon request of the grievant or grievant's representative, the University representative shall,  
2286 during the informal resolution period(s), arrange an informal meeting between the appropriate  
2287 administrator and the grievant. The grievant shall have the right to representation by the UFF during  
2288 attempts at informal resolution of the grievance. If the grievance is not satisfactorily resolved during the  
2289 initial informal resolution period, the grievant may give written notice requesting Step 2 review within  
2290 seven (7) days from the expiration of the initial Step 1 period. If the grievant does not request a Step 2  
2291 review within seven (7) days from the expiration of the initial informal resolution period or if any  
2292 extension of that period expires without the grievant filing a request for Step 2 review, the grievance  
2293 shall be deemed informally resolved to the grievant's satisfaction and need not be processed further.  
2294 The expiration of the seven (7) day period shall be evidenced by a receipt executed by the office  
2295 receiving the request for Step 2 review, or by the date of mailing as determined by the postmark.

2296 D. Step 2.

2297 (1). Meeting. The designated University representative and the grievant and/or the grievant's  
2298 representative shall agree to meet within fifteen (15) days following receipt of the written notice  
2299 requesting Step 2 review. At the Step 2 meeting, the grievant shall have the right to present any  
2300 evidence in support of the grievance, and the grievant and/or the grievant's representative or  
2301 the grievant's legal counsel (if selected pursuant to 20.5. Representation) and the designated  
2302 university representative shall discuss the grievance.

2303 (2). Decision. The designated University representative shall issue a written decision, stating the  
2304 reasons therefore, to grievant's Step 2 representative within thirty (30) days following the  
2305 conclusion of the meeting. The expiration of the thirty-day period shall be evidenced by a  
2306 receipt executed by the office receiving the grievance, or by the date of mailing as determined  
2307 by the postmark. A copy of the decision shall be sent to the grievant, to the grievant's  
2308 representative and to UFF if grievant elected self-representation or representation by legal  
2309 counsel.

2310 (3). Documents. All documents referred to in the Step 2 decision and any additional documents  
2311 presented by the grievant shall be attached to the decision, together with a list of these  
2312 documents. In advance of the Step 2 meeting, the grievant shall have the right, upon written  
2313 request, to a copy of any identifiable documents relevant to the grievance.

2314 E. Step 3 Arbitration.

2315 (1). Filing. If the grievance has not been satisfactorily resolved at Step 2, UFF may, upon the  
2316 request of the grievant, proceed to arbitration by filing a written notice of the intent to do so.  
2317 Notice of intent to proceed to arbitration must be filed with the designated University  
2318 representative within thirty (30) days after receipt of the Step 2 decision by grievant's Step 2  
2319 representative and shall be signed by the grievant and the UFF President or representative.  
2320 The expiration of the thirty-day period shall be evidenced by a receipt executed by the office  
2321 receiving the grievance, or by the date of mailing as determined by the postmark. The grievance  
2322 may be withdrawn at any time by the grievant or by the UFF President or representative at any  
2323 point prior to issuance of the arbitrator's decision. The parties shall stipulate to the issue(s)  
2324 prior to the arbitration. In the event a stipulation is not reached, the parties shall proceed to a  
2325 hearing on arbitrability as described in Article 20.8(E)(4) below.

2326 (2). Selection of Arbitrator. Representatives of the University and the UFF shall meet within  
2327 ninety (90) days after the execution of this Agreement for the purpose of selecting an Arbitration  
2328 Panel of seven (7) members. Within fourteen (14) days after receipt of a notice of intent to  
2329 arbitrate, representatives of the University and UFF shall meet for the purpose of selecting  
2330 an arbitrator from the Panel. Selection shall be by mutual agreement or by alternately striking

2331 names from the Arbitration Panel list until one name remains. The right of the first choice to  
2332 strike from the list shall be determined by the flip of a coin. If the parties are unable to agree to a  
2333 panel of arbitrators, they shall follow the normal American Arbitration Association procedure for  
2334 the selection of an arbitrator. The parties may mutually select as the arbitrator an individual who  
2335 is not a member of the Arbitration Panel. The arbitration shall be held within sixty days following  
2336 the selection of the arbitrator. (3). Authority of the Arbitrator.

2337  
2338 a. The arbitrator shall neither add to, subtract from, modify, nor alter the terms or  
2339 provisions of the Collective Bargaining Agreement. The arbitrator's decision shall be confined  
2340 solely to the application and/or interpretation of the Collective Bargaining Agreement and the  
2341 precise issue(s) submitted for arbitration. The arbitrator shall refrain from issuing any statements  
2342 of opinion or conclusions not essential to the determination of the issues submitted.

2343 b. Where an administrator has made a judgment involving the exercise of discretion, such as  
2344 decisions regarding tenure or promotion, the arbitrator shall not substitute the arbitrator's  
2345 judgment for that of the administrator. Nor shall the arbitrator review such decision except for the  
2346 purpose of determining whether the decision has violated the Collective Bargaining Agreement.  
2347 If the arbitrator determines that the Collective Bargaining Agreement has been violated, the  
2348 arbitrator shall direct the University to take appropriate action. An arbitrator may award back  
2349 salary where the arbitrator determines that the employee is not receiving the appropriate  
2350 salary from the University, but the arbitrator may not award other monetary damages or  
2351 penalties. If notice that further employment will not be offered is not given on time, the arbitrator  
2352 may direct the University to renew the appointment only upon a finding that no other remedy is  
2353 adequate, and that the notice was given so late that (a) the employee was deprived of  
2354 reasonable opportunity to seek other employment, or (b) the employee actually rejected an  
2355 offer of comparable employment which the employee otherwise would have accepted.

2356 c. An arbitrator's decision awarding employment beyond the sixth year shall not entitle the  
2357 employee to tenure. In such cases the employee shall serve during the seventh year without  
2358 further right to notice that the employee will not be offered employment thereafter. If an employee  
2359 is reappointed at the direction of an arbitrator, the President or representative may reassign the  
2360 employee during such reappointment.

2361 (4) Arbitrability. Issues of arbitrability shall be bifurcated from the substantive issue(s) and,  
2362 whenever possible, determined by means of a hearing conducted by conference call. The  
2363 arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the  
2364 issue is judged to be arbitrable, an arbitrator shall then be selected to hear the substantive  
2365 issue(s).

2366 (5). Conduct of Hearing. The arbitrator shall hold the hearing in Tampa, Florida, unless otherwise  
2367 agreed by the parties. The hearing shall commence within twenty-five (25) days of the arbitrator's  
2368 acceptance of selection, or as soon thereafter as is practicable, and the arbitrator shall issue the  
2369 decision within forty-five (45) days of the close of the hearing or the submission of briefs,  
2370 whichever is later, unless additional time is agreed to by the parties. The decision shall be in  
2371 writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted.  
2372 Except as expressly specified in this procedure, the provisions of the Florida Arbitration Code,  
2373 Chapter 682, Florida Statutes, shall not apply. Except as modified by the provisions of the  
2374 Collective Bargaining Agreement, arbitration proceedings shall be conducted in accordance with  
2375 the rules and procedures of the American Arbitration Association.

2376 (6). Effect of Decision. The decision or award of the arbitrator shall be final and binding upon  
2377 the University, the UFF, and the grievant, provided that either party may appeal to an appropriate  
2378 court of law a decision that was rendered by the arbitrator acting outside of or beyond the  
2379 arbitrator's jurisdiction, pursuant to Section 682.13, Florida Statutes.

2380 (7). Venue. For purposes of venue in any judicial review of an arbitrator's decision issued under  
2381 this agreement, the parties agree that such an appeal shall be filed in the courts in Hillsborough  
2382 County, Florida, unless both parties specifically agree otherwise in a particular instance.

2383 (8). Fees and Expenses. All fees and expenses of the arbitrator shall be divided equally  
2384 between the parties. Each party shall bear the cost of preparing and presenting its own case.

2385 The party desiring a transcript of the arbitration proceedings shall provide written notice to the  
2386 other party of its intention to have a transcript of the arbitration made at least one week prior to  
2387 the date of the arbitration. The party desiring such transcript shall be responsible for scheduling a  
2388 court reporter to record the proceedings and shall be solely responsible for the appearance fees  
2389 of the court reporter and the cost of any transcripts of the proceedings which that party may  
2390 order. The requesting party shall, at its expense, photocopy the copy of the transcript received  
2391 from the reporter and deliver the photocopy to the other party within five days after receiving  
2392 the copy of the transcript from the reporter.

2393 (9). Retroactivity. An arbitrator's award may or may not be retroactive as the equities of each  
2394 case may demand, but in no case shall an award be retroactive to a date earlier than thirty (30)  
2395 days prior to the date the grievance was initially filed.

2396  
2397 20.9 Filings and Notification. ~~All other documents required or permitted to be issued or filed may be~~  
2398 ~~transmitted by facsimile, United States mail, or any other recognized delivery service, excluding electronic~~  
2399 ~~mail. Grievance decisions shall be transmitted to the grievant's representative(s) by personal delivery with~~  
2400 ~~written documentation of receipt or by certified mail, return receipt requested. All documents related to~~  
2401 ~~grievances required or permitted to be issued or filed may be transmitted by United States mail, email, or~~  
2402 ~~other recognized delivery service as described in Article 3.2C.~~ In the event that any action falls due on a  
2403 Saturday, Sunday, or holiday (as defined in this Agreement), the action will be considered timely if it is  
2404 accomplished by 5:00 P.M. on the following business day.

2405  
2406 20.10 Precedent. No complaint informally resolved, or grievance resolved at either Step 1 or 2, shall  
2407 constitute a precedent for any purpose unless agreed to in writing by the President of the University and  
2408 the UFF acting through its President or representative.

2409  
2410 20.11 Processing.

2411 A. The filing or pendency of any grievance or arbitration proceedings under this procedure  
2412 shall not operate to impede, preclude, or delay the University from taking the action complained of.  
2413 Reasonable efforts, including the shortening of time limits when practical, shall be made to conclude the  
2414 processing of a grievance prior to the expiration of the grievant's employment, whether by termination or  
2415 non-reappointment. An employee with a pending grievance will not continue to be compensated beyond  
2416 the last date of employment.

2417 B. The University may refuse consideration of a grievance not filed or processed in  
2418 accordance with this procedure.

2419  
2420 20.12 Reprisal. No reprisal of any kind will be made by the University, or UFF against any grievant, any  
2421 witness, any UFF representative, or any other participant in the grievance procedure by reason of such  
2422 participation.

2423 20.13 Records. All written materials pertinent to a grievance shall be filed separately from the evaluation  
2424 file of the grievant or witnesses, except decisions resulting from arbitration or settlement.

2425  
2426 20.14 Inactive Grievances. A grievance which has been filed at Step 3 and on which no action has been  
2427 taken by the grievant or UFF for ninety (90) days shall be deemed withdrawn and resolved in accordance  
2428 with the decision issued at the prior Step.

2429  
2430 20.15 Non-Binding Mediation. At any point during the grievance process, the parties may elect, by mutual  
2431 written agreement, to participate in non-binding mediation concerning the grievance. The parties may utilize  
2432 the Federal Mediation and Conciliation Services (hereafter "FMCS"), but it is not required. If the parties  
2433 choose to participate in non-binding mediation through a mutual written agreement, then the grievance  
2434 timelines contained herein shall be suspended, pending the outcome of mediation, from the date of the  
2435 signed written agreement of the parties to pursue non-binding mediation. Should mediation successfully  
2436 resolve the grievance, where confirmed by both parties in writing, the grievance shall be deemed closed.  
2437 Should mediation not successfully resolve the grievance, which shall be documented in writing by both  
2438 parties, the suspension of the timelines of the grievance shall be dissolved and the grievance process shall  
2439 proceed as detailed herein.

2440

~~20.15 Mediation. Both USF and UFF recognize that an effective mediation program would provide an alternative for the parties to amicably resolve grievances. Following ratification of the USF/UFF Collective Bargaining Agreement, the parties shall work together to jointly plan and develop a mediation program that could become part of the grievance process described within this Agreement. Joint planning activities would include exploration and evaluation of alternative mediation models, formulation of a model for testing at USF and field testing of the model(s) developed with the goal of developing mutually acceptable language for inclusion in the Agreement to implement a mediation program. To that end both parties agree to reopen on this article during the next collective bargaining period following ratification if this Agreement.~~

## Article 21 - Other Employee Rights

21.1 Professional Meetings. Employees 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 employee's expenses in connection with such meetings, conferences, or activities shall be reimbursed in accordance with the applicable provisions of State law and university rules.

21.2 Office Space. Each employee shall be provided with office space which may be on a shared basis. The parties recognize the desirability of providing each employee with enclosed office space with a door lock, office equipment commensurate with assigned responsibilities, and ready access to a telephone. Each employee shall, consistent with building security, have reasonable access to the employee'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. Before an employee's office location is changed, or before there is a substantial alteration to an employee's office to a degree that impedes the employee's work effectiveness, the affected employee shall be notified, if practicable, at least one (1) month prior to such change.

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

21.4 Limitation on Personal Liability.

A. In the event an employee is sued for an act, event, or omission which may fall within the scope of Section 768.28, Florida Statutes, the employee should notify the General Counsel's office as soon as possible after receipt of the summons commencing the action in order that the University may fulfill its obligation. Failure to notify the employer promptly may affect the rights of the parties.

B. For information purposes, the following pertinent language of Section 768.28(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 employment or function unless such officer, employee or agent acted in bad faith or with malicious purpose or in a manner exhibiting wanton or willful disregard of human rights, safety or property.

21.5 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.

21.6 Working Papers Rights. Consistent with law and the provisions of this agreement, and the legitimate interests of the University, employees shall have the right to control of their personal correspondence, notes, raw data, and other working papers.

21.7 Protection for Whistleblowers. Employees are notified that Section 112.3187, Florida Statutes, provides protection to whistleblowers and delineates their rights and responsibilities.

## Article 22 - Professional Development Program and Sabbaticals

2495  
2496

## 22.1 Professional Development Leave.

2497           A. Policy. Professional development leave shall be made available to employees who meet the  
2498 requirements set forth below. Such leaves are granted to increase an employee's value to the University  
2499 through enhanced opportunities for professional renewal, educational travel, study, formal education,  
2500 research, writing, or other experience of professional value, not as a reward for service.

2501  
2502           B. Types of Professional Development Leave. Each year, the University or its representatives will  
2503 make available at least one (1) professional development leave at full-pay for one (1) semester or its  
2504 equivalent (for example, leave at half-pay for two (2) semesters), for each twenty (20) eligible employees,  
2505 subject to the conditions set forth below.  
2506

2507           C. Eligibility for Professional Development Leave. Full-time employees with three (3) or more  
2508 years of service shall be eligible for professional development leaves, except those employees who are  
2509 serving in tenure-earning or tenured positions. An employee who is compensated through a contract or  
2510 grant may receive a professional development leave only if the contract or grant allows for such leaves  
2511 and the employee meets all other eligibility requirements. Eligible employees shall be notified annually  
2512 regarding eligibility requirements and application deadlines.

2513           D. Application and Selection.

2514           (1). Application for professional development leave shall contain an appropriate outline of  
2515 the project or work to be accomplished during the leave.

2516           (2). The University or its representative shall select applicants when the university  
2517 believes that completion of the project or work would improve the productivity of the department  
2518 or function of which the employee is a part. Criteria for selection of professional development  
2519 leave applicants shall be specified by the University and made available to eligible employees.

2520           (3). No more than one (1) employee in each department/unit need be granted leave at  
2521 the same time.

2522           E. Terms of Professional Development Leave.

2523           (1). The employee must return to university employment for at least one (1) academic year  
2524 following the conclusion of such leave. Agreements to the contrary must be reduced to writing  
2525 prior to participation. Return to the University of salary received during the program may be  
2526 required in those instances where neither of the above is satisfied.

2527           (2). An employee who fails to spend the time as stated in the application shall reimburse  
2528 the University for the salary received during such leave.

2529           (3). Employees shall not normally be eligible for a second professional development  
2530 leave until three (3) years of continuous service are completed following the previous leave.

2531           (4). The employee must provide a brief written report of the employee's accomplishments  
2532 during the professional development leave to the President or representative upon return to the  
2533 University.

2534           (5). Contributions normally made by the University to retirement and Social Security  
2535 programs shall be continued on a basis proportional to the salary received. University  
2536 contributions normally made to employee insurance programs and any other employee benefit  
2537 programs shall be continued during the professional development leave.

2538           (6). Eligible employees shall continue to accrue annual and sick leave on a full-time basis  
2539 during the professional development leave.

2540           (7). While on leave, an employee shall be permitted to receive funds for travel and living  
2541 expenses, and other professional development leave-related expenses, from sources other than  
2542 the University such as fellowships, grants-in-aid, and contracts and grants, to assist in  
2543 accomplishing the purposes of the professional development leave. Receipt of funds for such  
2544 purposes shall not result in reduction of the employee's university salary. Grants for such financial  
2545 assistance from other sources may, but need not, be administered through the university. If

2546 financial assistance is received in the form of salary, the university salary shall normally be reduced  
2547 by the amount necessary to bring the total income of the professional development leave period to  
2548 a level comparable to the employee's current year salary rate. Employment unrelated to the  
2549 purpose of the professional development leave is governed by the provisions of Article 20, Conflict  
2550 of Interest And Outside Activity.

2551  
2552 22.2 Other Study Leave.

2553 A. Job-Required. An employee required to take academic course work as part of assigned duties  
2554 shall not be required to charge time spent attending classes during the work day to accrued leave.

2555 B. Job-Related. An employee may, at the discretion of the supervisor, be permitted to attend up  
2556 to six (6) credits of course work per semester during work, provided that:

2557 (1). The course work is directly related to the employee's professional responsibilities;

2558 (2). The supervisor determines that the absence will not interfere with the proper  
2559 operation of the work unit;

2560 (3). The supervisor believes that completion of the course work would improve the  
2561 productivity of the department or function of which the employee is a part; and

2562 (4). The employee's work schedule can be adjusted to accommodate such job-related  
2563 study without reduction in the total number of work hours required per pay period.

2564 C. Employees may, in accordance with this Article, use accrued annual leave for job-related  
2565 study.

2566  
2567 22.3 Sabbaticals.

2568 A. Policy. Sabbaticals for professional development are to be made available to employees who meet  
2569 the requirements set forth below. Such sabbaticals are granted to increase an employee's value to the  
2570 University through enhanced opportunities for professional renewal, planned travel, study, formal  
2571 education, research, writing, or other experience of professional value, not as a reward for service.

2572  
2573 B. Types of Sabbaticals.

2574 (1). The University will make available to each employee whose application has been  
2575 reviewed by the University, a sabbatical for two (2) semesters (i.e., one (1) academic year) at  
2576 half-pay, subject to the conditions set forth below. The University may, with the approval of the  
2577 local UFF Chapter, provide sabbaticals that are equivalent to the two (2) semester half-pay  
2578 sabbaticals.

2579 (2). Each year, the University will make available at least one (1) sabbatical at full-pay for one  
2580 (1) semester for each twenty-five (25) eligible employees, subject to the conditions set forth below. The  
2581 University may, with the approval of the local UFF Chapter, provide sabbaticals that are equivalent to  
2582 the one (1) semester, full-pay sabbaticals.

2583 C. Eligibility for Sabbaticals. Faculty shall be eligible for the sabbaticals described in 22.3B (1), (2)  
2584 and (3) above as full-time tenured employees with at least six (6) years of full-time service. An  
2585 employee may apply for a sabbatical in the sixth year of full time service or the year following tenure,  
2586 whichever is later. An employee who is compensated through a contract or grant may receive a  
2587 sabbatical only if the contract or grant allows a sabbatical and the employee meets all other eligibility  
2588 requirements.

2589 D. Application and Selection.

2590 (1). Applications for sabbaticals shall be submitted in accordance with university procedures  
2591 established through the consultation process (Article 2). Each application shall include a statement  
2592 describing the program and activities to be followed while on sabbatical, the expected increase in  
2593 value of the employee to the University and the employee's academic discipline, specific results  
2594 anticipated from the leave, any anticipated supplementary income, and a statement that the applicant  
2595 agrees to comply with the conditions of the sabbatical program as described in Article 22.3(D)(3)  
2596 below.

2597 (2). Sabbaticals at half-pay shall be granted unless the University has determined that the  
2598 conditions set forth in this Section have not been met or that departmental/unit staffing considerations  
2599 preclude such sabbatical from being granted. In this latter instance, the employee shall be provided the  
2600 sabbatical the following year, or at a later time as agreed to by the employee and the University. The  
2601 period of postponement shall be credited for eligibility for a subsequent sabbatical.

2602 (3). Applications for one semester at full-pay sabbaticals must be evaluated and graded by the  
2603 faculty Sabbatical Committee on the quality of the research proposal. If the applicant has had a prior  
2604 one semester at full-pay sabbatical, then the current application must show what was produced during  
2605 the prior sabbatical and its benefits to the University and the employee. If there are more applicants  
2606 for one (1) semester sabbaticals at full-pay than available sabbaticals, the committee shall rank the  
2607 applicants. The committee shall be elected by and from among in-unit employees who have met the  
2608 initial first six years of eligibility for sabbatical leave as specified in Article 22.3(C) above. The  
2609 committee chairperson shall be selected by the President or representative. The committee, in ranking  
2610 the applicants, shall consider the benefits of the proposed program to the employee, the University  
2611 and the profession; an equitable distribution of sabbaticals among colleges, divisions, schools,  
2612 departments, and disciplines within the University; the length of time since the employee was relieved  
2613 of teaching duties for the purpose of research and other scholarly activities; and length of service since  
2614 previous sabbatical or initial appointment. The committee shall submit ranked lists of recommended  
2615 employees to the President or representative. The President or representative shall make  
2616 appointments from the lists and consult with the committee prior to an appointment that does not follow  
2617 the committee's rankings.

2618 (4). In order to accommodate the autonomous financial organizational structure, the University  
2619 may divide the committee into subcommittees where the members of each subcommittee evaluate and  
2620 rank applications from employees in a coherent organizational component of the University, as long as  
2621 competitive sabbatical opportunities are apportioned proportionately by eligible employees among the  
2622 organizational components assigned to each subcommittee.

2623 (5). No more than one (1) employee in a department/unit need be awarded a sabbatical at the  
2624 same time.

#### 2625 E. Terms of Sabbatical Program.

2626 (1). While on sabbatical, the employee's salary shall be one half-pay for two (2) semesters  
2627 (one (1) academic year) or full-pay for one semester.

2628 (2). The employee must return to the University for at least one (1) academic year  
2629 following participation in the program. Agreements to the contrary must be reduced to  
2630 writing prior to participation. Return to the University of salary received during the program  
2631 may be required in those instances where neither of the above is satisfied.

2632 (3). The employee must, within thirty (30) days upon returning from the sabbatical, provide  
2633 a concise written report of the employee's accomplishments during the sabbatical to the  
2634 President or representative. This report shall include information regarding the activities  
2635 undertaken during the sabbatical, the results accomplished during the sabbatical as they  
2636 affect the employee and the University, and research or other scholarly work produced or  
2637 expected to be produced as a result of the sabbatical.

2638 (4). Employees shall not normally be eligible to take another paid sabbatical until six (6)  
2639 years of continuous service are completed following the prior sabbatical.

2640 (5). Contributions normally made by the University to retirement and Social Security  
2641 programs shall be continued on a basis proportional to the salary received. University  
2642 contributions normally made to employee insurance programs and any other employee  
2643 benefit programs shall be continued during the sabbatical.

2644 (6). Eligible employees shall continue to accrue annual and sick leave on a full-time basis  
2645 during the sabbatical.

2646 (7). While on leave, an employee shall be permitted to receive funds for travel and living  
2647 expenses, and other sabbatical-related expenses, from sources other than the University  
2648 such as fellowships, grants-in-aid, and contracts and grants, to assist in accomplishing the  
2649 purposes of the sabbatical. Receipt of funds for such purposes shall not result in reduction

2650 of the employee's university salary. Faculty on one-half pay sabbaticals may receive salary  
2651 from University grants or contracts at a level that would make total compensation no  
2652 greater than the faculty member's full-time salary rate for the sabbatical period. In order for  
2653 the faculty member to use grant or contract funds through the University to supplement  
2654 salary while on sabbatical leave the following conditions must be met: (1) the nature of the  
2655 grant/contract activity must be congruent with the proposed sabbatical activities and  
2656 participation in the grant/contract activities must contribute to the accomplishment of the  
2657 sabbatical objectives; (2) the granting/contracting agency must allow for such an  
2658 arrangement; (3) gross salary drawn from the grant/contract during the sabbatical period  
2659 cannot exceed one-half of the faculty member's gross USF salary for those on half-pay  
2660 sabbaticals; (4) the faculty member must be named in the grant/contract and appear as a  
2661 budgeted salary line item; and (5) the faculty member must submit a signed statement from  
2662 the faculty member's chair/director or campus chief executive officer verifying that the  
2663 above conditions have been satisfied, either as part of the sabbatical application or prior to  
2664 taking the sabbatical as appropriate. If financial assistance is received in the form of salary,  
2665 the University salary shall normally be reduced by the amount necessary to bring the total  
2666 income of the sabbatical period to a level comparable to the employee's current year salary  
2667 rate. Employment unrelated to the purpose of the sabbatical leave is governed by the  
2668 provisions of Article 19, Conflict of Interest and Outside Activity.  
2669

2670 22.4 Retraining. The University may, at its discretion, provide opportunities for retraining of employees when  
2671 it is in the University's best interests. Such opportunities may be provided to employees who are laid off, to  
2672 those who are reassigned, or in other appropriate circumstances. These retraining opportunities may include  
2673 enrollment in tuition-free courses under the provisions of Article 24.7, and Sabbaticals or Professional  
2674 Development Leaves under this Article.

2675

## 2676 **Article 23 - Salaries**

2677

2678 23.1 Pay Plan. Ranked Faculty (Lecturers, Instructors, Assistant Professors, Associate Professors,  
2679 Professors. and equivalent Librarian ranks); non-ranked faculty; and in-unit Administration employees:

2680

2681

2682

### 2683 A. 2021-22 Merit Base Increase

2684

2685 ~~1. 2016 -2017. The University shall provide a pool of funds to each department for increases equal~~  
2686 ~~to 2.0% of the August 7, 2016, in-unit employee salary base to be distributed as set forth in~~  
2687 ~~Section 23.1.(A)(4) to all eligible in-unit employees.~~

2688

2689 ~~2. 2017 -2018. The University shall provide a pool of funds to each department for increases equal to~~  
2690 ~~2% of the August 7, 2017, in-unit employee salary base to be distributed as set forth in Section~~  
2691 ~~23.1.(A)(4) to all eligible in-unit employees.~~

2692

2693 ~~3.1. 2018 -2019~~ The University shall provide a pool of funds to each department for increases equal to  
2694 one and one-half percent (1.5%) of the August 7, 202118, in-unit employee salary base to be  
2695 distributed as set forth in Section 23.1A2(4) to all eligible in-unit employees.

2696

2697 4.2. Eligible employees in 23.1A1, 23.1B1 and 23.1C1(4), (2), and (3). are those employees whose  
2698 most recent performance evaluations are satisfactory and above (a minimum score on the most  
2699 recent annual evaluation of at least 3.0 on a 5.0 point numerical rating scale). New hires with no  
2700 evaluation are excluded from this pool as are employees with no evaluation on file within two  
2701 academic years of full ratification. This pool shall be distributed at the ~~collegedepartment~~ level. The  
2702 nominal evaluation ratings on the most recent annual evaluation shall be converted to numerical  
2703 ratings (if ratings are already in numerical form, then those numbers shall be utilized so long as  
2704 they are consistent with the 5.0 point scale that follows) with "outstanding" = 5.0; "strong to  
2705 outstanding" = 4.5; "strong" = 4.0; satisfactory to strong" = 3.5; "satisfactory" = 3.0; "weak to  
2706 satisfactory" = 2.5; "weak" = 2.0 "unacceptable to weak" = 1.5; and, "unacceptable" = 1.0.

2707 Using the most recent annual evaluation, each employee's numerical score in each area of  
2708 assigned activity (the average of the peer committee's rating, if applicable, and the supervisor's  
2709 rating) shall be multiplied by the assigned FTE, if applicable, to derive the overall raw score in each  
2710 area of assignment (for example, an employee receiving a rating of 4.0 in instruction, with a .60  
2711 FTE assignment in instruction would have a raw score in this category of 2.4, derived by  
2712 multiplying 4.00 by .60). Raw scores in each area of assignment are added together to determine  
2713 the overall raw score for the individual employee. The highest total raw score possible would be  
2714 5.0 and the lowest, 1.0. Once the overall raw score has been computed, all those employees with  
2715 a minimum score of 3.0 would be eligible for general merit pool consideration. The raw score of  
2716 each eligible employee shall be multiplied by the base salary of the employee to produce the adjusted  
2717 score. In each department, the ~~performance~~ adjusted scores shall be added together for all  
2718 employees who have been determined eligible to participate in the distribution of the general merit  
2719 pool.  
2720

2721  
2722 Each employee's adjusted score shall be divided by the total adjusted score of the eligible  
2723 employees in the department. The resulting percentage shall be the employee's percentage  
2724 ownership of the department salary pool. The amount received shall be added to the employee's  
2725 base salary.  
2726

2727  
2728 B. 2022-23 Merit Base Increase  
2729

- 2730 1. The University shall provide a pool of funds to each department for increases equal to two percent  
2731 (2%) of the August 7, 2022, in-unit employee salary base to be distributed as set forth in Section  
2732 23.1A2 to all eligible in-unit employees.  
2733

2734 C. 2023-2024 Merit Base Increase  
2735

- 2736 1. The University shall provide a pool of funds to each department for increases equal to two percent  
2737 (2%) of the August 17, 2023, in-unit employee salary base to be distributed as set forth in Section  
2738 23.1A2 to all eligible in-unit employees.  
2739

2740 B.D. Additional Eligibility Requirements.  
2741

2742 1. To be eligible for the merit base increases set forth in Sections 23.1A1, 23.1B1, and  
2743 23.1C1(1), (2), and (3), employees must have been employed on or before August 7, 2021, August 7,  
2744 2022, and August 7, 2023, respectively, and must be employed on the date the increase is paid. 2016,  
2745 August 7, 2017 and August 7, 2018 respectively.  
2746

2747 2. Employees who are on visiting appointments, temporary appointments or who have received  
2748 notice of non-reappointment or dismissal or who have resigned with an effective date occurring prior to  
2749 the effective date of the merit base salary increases described ~~herein in this Article~~ are not eligible to  
2750 receive the increases s described in ~~Article 23.1B~~ this Article.  
2751

2752 E. Effective Dates.  
2753

2754 The effective dates of the ~~salary 2016-2017 increase described in Article 23.1.A~~ merit base wage increases  
2755 described in Sections 23.1A1, 23.1B1 and 23.1C1- shall be as soon as practicable, but no later than six  
2756 (6) weeks after ratification by the Board of Trustees, and no later than September 1, 2022, and September  
2757 1, 2023, respectively. The Board of Trustees will vote on ratification of this contract as soon as practicable,  
2758 but no later than three (3) weeks after UFF ratifies it. ~~The effective date of the salary increases for 2017-~~  
2759 ~~2018 and 2018-2019 shall be the first full pay period in September 2107, and 2018 respectively.~~  
2760

2761 23.3 Contract and Grant Funded Increases.  
2762

2763 Employees on contracts or grants shall receive salary increases equivalent to similar employees on state

2764 funding, provided that such salary increases are permitted by the terms of the contract or grant, the rules  
2765 of the funding agency, and adequate funds are available for this purpose in the contract or grant.

2766  
2767 23.4 Type of Payment for Assigned Duties.

2768  
2769 Employees shall be paid from salary dollars for all assigned duties up to the established FTE on the  
2770 position and from OPS dollars for assigned duties in excess of the established FTE on the position.  
2771 Employees on 9-month appointments shall be paid during the Summer Terms, if appointed, from salary  
2772 dollars up to 1.0 FTE if appointed in the home department/unit. Appointments in excess of 1.0 FTE shall  
2773 be paid from OPS dollars. Employees may be paid from OPS dollars for assignments outside employees'  
2774 home departments/units and for work on USF funded internal grant programs.

2775  
2776 23.423.5 Salary Adjustments.

2777  
2778 A. The University shall retain the authority to make salary adjustments for employees ~~based on the~~  
2779 ~~published guidelines of the University in effect as of August 7, 2004,~~ for extra compensation and verified  
2780 counteroffers and to make salary adjustments for market equity, including compression/inversion. Also,  
2781 the University shall retain the authority to enter into financial settlements with employees in the settlement  
2782 of grievances and lawsuits and other disputes. There is no total annual limit on the expenditures in the  
2783 ~~above~~ cases listed ~~in 23.5 above~~. In addition, the University retains the authority to make salary  
2784 adjustments and to provide cash bonuses for special achievements and to develop and implement plans  
2785 to provide additional base salary or lump sum increases for excellence in research, teaching, service and  
2786 other assigned duties so long as the total expenditures do not exceed 1.0% of the August 7, ~~2016,~~ in-unit  
2787 employee salary base ~~of the year adjustments are made; 1.0% of the August 7, 2017, in-unit employee~~  
2788 ~~salary base; and 1.0% of the August 7, 2018, in-unit employee salary base.~~ In addition, any remaining  
2789 discretionary expenditure authority based on the ~~August 7, 2016, 2017, and 2018 prior~~ in-unit salary base  
2790 shall be added to the 1.0% discretionary base described above.

2791 B. ~~Employees in the College of Nursing who are participants in any practice plan or group developed by the~~  
2792 ~~College will be eligible to receive bonuses or additional types of extra compensation paid entirely from~~  
2793 ~~clinical revenue. Payments made from clinical revenue are not subject to any caps outlined in this~~  
2794 ~~Agreement.~~

2795  
2796 ~~B. The authority of the University to make salary adjustments or award cash bonuses in pursuit of Article A~~  
2797 ~~shall cease on August 7, 2019. Nothing in this Agreement shall waive the University's or UFF's right to make~~  
2798 ~~proposals and to negotiate over any provision in Article 23 during reopener negotiations including, but not~~  
2799 ~~limited to, the discretionary cap set forth in Section 23.5.~~

2800  
2801  
2802 23.6 Report to Employees.

2803  
2804 All employees shall receive ~~written~~ notice of their salary increases ~~on the "Appendix E" through their~~  
2805 ~~University email account~~ prior to the implementation of the salary increases described in this Article. Upon  
2806 ~~written~~ request, an employee shall have the opportunity to consult with the person or committee which  
2807 makes the initial and final recommendation for salary increases.

2808  
2809 23.7 Report to UFF.

2810  
2811 Written reports shall be provided without cost by USF to the UFF indicating all salary and compensation  
2812 adjustments and bonuses made on a quarterly basis pursuant to Articles 8.4D, ~~23.1A1, 23.1B1, 23.1C1,~~  
2813 ~~and 23.5A 4A and 23.5~~ by amount, nature of adjustment, name, rank department and college. The  
2814 information shall be provided no later than ~~forty five (45) sixty (60)~~ business days following the close of a  
2815 quarter.

2816  
2817 23.88 Contingencies.

2818  
2819 C. The Merit Base Increases for 2022-2023, and 2023-2024 provided for in Sections 23.1B1 and 23.1C1 are

~~contingent upon positive funding of the University's Legislative Budget Request (LBR) as compared to the level funded in 2021-2022, and 2022-23, respectively. The increases for 2017-2018 and 2018-19 contained in this article are contingent upon no reduction in the University's Performance Based Funding ("PBF") as compared to the level of PBF on August 1, 2016. To avoid confusion, the PBF Model was approved at the January 2014 Board of Governor's Meeting. The model includes 10 metrics that evaluate Florida institutions on a range of issues. PBF levels will be calculated on August 1 in each year of the contract for the purposes of determining if there was a reduction in PBF~~

D. ~~In the event the University's LBR is unfunded or insufficiently funded, the University shall have the sole discretion to determine whether to proceed with the 2022-23 and/or 2023-24 increases described in this Article. In the event the University does not proceed with the increases, the University will notify UFF in writing of its decision ("Notice"). Within thirty (30) days of the University's Notice, the parties will meet to bargain in good faith for an alternate salary article. In the event of a reduction in PBF funding the University shall have the sole discretion to determine whether to proceed with the increases described in the article. In the event the University does not proceed with the increases due to reduction in PBF, the University will notify UFF in writing of its decision ("Notice").~~ Within ~~30 (thirty)~~ thirty (30) business days of the University's Notice, the parties will meet to bargain in good faith for an alternative salary ~~A~~article.

E. Authority for new salary adjustments described in Article 23.5A will also cease based on the University's Notice; however, any prior unspent discretionary authority from prior contract years will remain in full force and effect ~~for the duration of the Contract~~, subject to the reporting requirements of 23.7.

F. Increases for tenure and promotion and increases that are committed to prior to the University's Notice are unaffected by same.

## Article 24 Benefits

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

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

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

24.4 Benefits for Retired Employees.

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

- (1). Retired employee identification cards;
- (2). Use of the University library (i.e., public rooms, lending and research service);
- (3). Listing in the University directory;
- (4). Placement on designated University mailing lists;
- (5). A University parking decal;
- (6). Use of University recreational facilities (retired employees may be charged fees different

- 2873 from those charged to other employees for the use of such facilities);
- 2874 (7). The right to enroll in courses without payment of fees in accordance with the provisions of  
2875 Section 1009.26(4), Florida Statutes;
- 2876 (8). A mailbox in the department/unit from which the employee retired, subject to space  
2877 availability; and
- 2878 (9). University e-mail address.
- 2879
- 2880 24.5 Optional Retirement Program.
- 2881 A. An Optional Retirement Program is provided for employees who are employed for no less  
2882 than one academic year in accordance with Florida Statutes and applicable rules of the Division of  
2883 Retirement.
- 2884 B. The parties agree to inform eligible employees regarding the existence of the Optional  
2885 Retirement Program.
- 2886 C. If the UFF is concerned with the performance of any aspect of the Optional Retirement  
2887 Program, whether administered by the University or State agency, the UFF has a right to consult with  
2888 the University regarding such concern. As a result of such consultation, the parties may agree to an  
2889 approach to address the concern if it lies outside the University's statutory authority.
- 2890
- 2891 24.6 Phased Retirement Program.
- 2892 A. Eligibility.
- 2893 (1). Employees who have accrued at least six (6) years of creditable service in the Florida or  
2894 Teachers Retirement System (FRS, TRS) or Optional Retirement Program (ORP), except those  
2895 employees referenced in Article 24.6(A)(2), are eligible to participate in the Phased Retirement  
2896 Program. Such eligibility shall expire on the employee's 63rd birthday. Employees who decide  
2897 to participate must provide written notice to the University of such decision prior to the expiration  
2898 of their eligibility, or thereafter forfeit such eligibility. Employees who choose to participate  
2899 must retire with an effective date not later than 180 days, nor less than ninety (90) days, after  
2900 they submit such written notice, except that when the end of this 180 day period falls within a  
2901 semester, the period may be extended to no later than the beginning of the subsequent term  
2902 (semester or summer, as appropriate).
- 2903 (2). Employees not eligible to participate in the Phased Retirement Program include those who  
2904 have received notice of non-reappointment, layoff, or termination and those who participate in  
2905 the State's Deferred Retirement Option Program (DROP).
- 2906 B. Program Provisions.
- 2907 (1). All participants must retire and thereby relinquish all rights to tenure as described in Article  
2908 15, Tenure, except as stated otherwise in this Article. Participants' retirement benefits shall be  
2909 determined as provided under Florida Statutes and the rules of the Division of Retirement.
- 2910 (2). Payment for Unused Leave. Participants shall, upon retirement, receive payment for any  
2911 unused annual leave and sick leave to which they are entitled.
- 2912 (3). Re-employment.
- 2913 a. Prior to re-employment, participants in the Phased Retirement Program must remain off the  
2914 University payroll for one (1) calendar month following the effective date of retirement in order  
2915 to validate their retirement, as required by the Florida Division of Retirement. Participants must  
2916 comply with the re-employment limitations that apply to the second through twelfth month of  
2917 retirement, pursuant to the provisions of either the Florida Retirement System (which includes  
2918 ORP) or the Teachers Retirement System, as appropriate.
- 2919 b. Participants shall be offered re-employment, in writing, by the University under a temporary  
2920 contract (NOTE: exceptions to this provision are described in Article 24.6(B)(13) below) for  
2921 one-half of the academic year, however, the University and employee may agree to less than  
2922 one-half of the academic year. The written re-employment offer shall contain the text of Article

2923 24.6(B)(3)d below.

2924 c. Compensation during the period of re-employment shall be at a salary proportional to the  
2925 participant's salary prior to retirement, including an amount comparable to the pre-retirement  
2926 employer contribution for health and life insurance and an allowance for any taxes associated with  
2927 this amount. The assignment shall be scheduled within one (1) semester unless the participant  
2928 and the University agree otherwise, beginning with the academic year next following the date of  
2929 retirement and subject to the condition outlined in Article 24.6(B)(3)a above.

2930 d. Participants shall notify the University in writing regarding acceptance or rejection of an  
2931 offer of re-employment not later than thirty (30) days after the employee's receipt of the written re-  
2932 employment offer. Failure to notify the University regarding re-employment may result in the  
2933 employee's forfeiting re-employment for that academic year.

2934 (4). Leave for Illness/Injury.

2935 a. Each participant shall be credited with five (5) days of leave with pay at the beginning of each  
2936 full-time semester appointment. For less than full-time appointments, the leave shall be credited  
2937 on a pro-rata basis with the assigned FTE. This leave is to be used in increments of not less than  
2938 four (4) hours (½ day) when the participant is unable to perform assigned duties as a result of  
2939 illness or injury of the participant or a member of the participant's immediate family. For the  
2940 purposes of this Section, immediate family shall include the participant's spouse, mother,  
2941 father, brother, sister, natural, adopted, or step child, or other relative living in the participant's  
2942 household.

2943 b. Such leave may be accumulated; however, upon termination of the post-retirement re-  
2944 employment period, the participant shall not be reimbursed for unused leave.

2945 (5). Personal Non-Medical Leave.

2946 a. Each participant who was on a twelve (12) month appointment upon entering the Phased  
2947 Retirement Program and whose assignment during the period of re-employment is the same as  
2948 that during the twelve (12) month appointment shall be credited with five (5) days of leave with pay  
2949 at the beginning of each full-time semester appointment. This leave is to be used in increments of  
2950 not less than four (4) hours (½ day) for personal reasons unrelated to illness or injury. Except in  
2951 the case of emergency, the employee shall provide at least two (2) days' notice of the intended  
2952 leave. Approval of the dates on which the employee wishes to take such leave shall be at the  
2953 discretion of the supervisor and shall be subject to the consideration of departmental and  
2954 organizational scheduling.

2955 b. Such leave shall not be accumulated, nor shall the participant be reimbursed for unused leave  
2956 upon termination of the post-retirement period.

2957 (6). Re-employment Period.

2958 a. The period of re-employment obligation shall extend over five (5) consecutive academic years,  
2959 beginning with the academic year next following the date of retirement. No further notice of  
2960 cessation of employment is required.

2961 b. The period of re-employment obligation shall not be shortened by the University, except under  
2962 the provisions of Article 16 of the Agreement. During the period of re-employment, participants  
2963 are to be treated, based on status at point of retirement, as tenured employees or

2964 non-tenure-earning employees with five (5) or more years of continuous service, as  
2965 appropriate, for purposes of Articles 13.2(A) and 13.2(B) of the Agreement.

2966 (7). Declining Re-employment. A participant may decline an offer of re-employment during any  
2967 academic year. Such a decision shall not extend the period of re-employment beyond the  
2968 period described in Article 24.6(B)(5)b above. At the conclusion of the re-employment period,  
2969 the university may, at its option, continue to re-employ participants in this program on a year-to-  
2970 year basis.

2971 (8). Salary Increases. Participants shall receive all increases guaranteed to employees in  
2972 established positions, in an amount proportional to their part-time appointment, and shall be  
2973 eligible for non-guaranteed salary increases on the same basis as other employees.

2974 (9). Preservation of Rights. Participants shall retain all rights, privileges, and benefits of  
2975 employment, as provided in laws, rules, the USF/UFF Agreement, and university policies,  
2976 subject to the conditions contained in this Article.

2977 (10). Payroll Deductions. The UFF payroll deductions, as specified in Article 25, if applicable,  
2978 shall be continued for a program participant during each re-employment period, upon request of  
2979 the employee.

2980 (11). Contracts and Grants. Nothing shall prevent the employer or the participant, consistent  
2981 with law and rule, from supplementing the participant's employment with contracts or grants.

2982 (12). The employee's decision to participate in the Phased Retirement Program and to resign  
2983 the employee's established position is irrevocable after the required approval document has  
2984 been executed by all parties.

2985  
2986 (13). Temporary Employment Exception. The provisions for re-employment on a temporary  
2987 contract are in effect only for new PRP participants whose initial re-employment occurs during  
2988 the 1992-93 academic year or thereafter.

2989 C. PRP Information Document. The parties agree to jointly develop written information describing  
2990 the current provisions of the Phased Retirement Program in this Agreement.

2991  
2992 24.7 Free University Courses for Employees. The University shall provide the following Employee  
2993 Education Program ("EEP"). The EEP is distinct from the Department of Management Services' State  
2994 Employee Education Voucher Program created by the 2001 Florida Legislature. The 2001-02  
2995 Appropriations Act prohibits tuition waivers as used in the past. The EEP Program is an entirely new and  
2996 independent opportunity funded from limited existing University resources. Full-time employees, including  
2997 employees on sabbaticals or on professional development leave, may enroll for up to six (6) credit hours  
2998 of instruction per term (Fall, Spring, or Summer) at the University without payment of tuition and fees.

2999  
3000 24.724.8 Free University Courses for Dependents, Spouses, and Domestic Partners. Full-time  
3001 employees may transfer unused credit hours of instruction per term (Fall, Spring, or Summer), to a  
3002 dependent, spouse, or domestic partner at the University without payment of tuition. Program details and  
3003 operation, eligibility requirements, funding levels will be determined by the University and be consistent with  
3004 the requirements of Florida Statutes. The Union may request consultation on program details. For purposes  
3005 of this Paragraph, "dependent" shall include biological child, child with a qualified medical support order,  
3006 legally adopted child, or child placed in the home for the purpose of adoption in accordance with applicable  
3007 State and Federal laws through the end of the calendar year in which he/she turns age 26; and "domestic  
3008 partner" shall include an individual who shares a committed, mutually dependent relationship with a full-  
3009 time employee.

3010  
3011 24.824.9 Employee Assistance Programs. Employees shall have access to any Employee  
3012 Assistance Program (EAP) of the University. Such program may include assessment, referral, follow-up  
3013 consultation, short-term counseling, and other services for employees with personal, family, job stress,  
3014 or substance abuse problems. Any policies created or revised by the university in the development or  
3015 operation of its EAP shall be discussed in consultation with the local UFF Chapter.

3016  
3017 24.924.10 Pre-tax Benefits Program. In accordance with IRS regulation and law the University shall  
3018 continue to provide a pre-tax benefits program for salaried employees which includes the opportunity to: (1)  
3019 pay for their State insurance premiums on a pre-tax basis and, (2) utilize flexible spending accounts for  
3020 medical and dependent care expenses.

3021  
3022 24.1024.11 Domestic Partner Benefits.  
3023 The University will fund a stipend for eligible employees to be used toward the purchase of health  
3024 insurance for a same or opposite sex domestic partner of an eligible employee. Program details and  
3025 operation, eligibility criteria, verification of domestic partnership, proof of health insurance coverage, and  
3026 stipend amount shall be determined by the University. The costs associated with the administration,  
3027 operation and stipends shall be paid by the University from legally permissible, non-state funds. The  
3028 Union may request consultation on program details. The University will implement this program as soon

3029 as practicable.

3030

3031 ~~24.11~~24.12 Early Retirement Incentive.

3032 In 2010 the University will create a program to provide a onetime lump sum payment to eligible  
3033 employees that will serve as an early retirement incentive. Program details and operation, eligibility  
3034 requirements, funding levels and the lump-sum payment amount will be determined by the University and  
3035 be consistent with the requirements of Florida Statutes. The Union may request consultation on program  
3036 details. The continuation of this program beyond 2010 is at the discretion of the University.

3037

3038 ~~24.12 The University agrees to appoint a system wide committee to explore the subject of tuition-~~  
3039 ~~assistance for spouses and children of bargaining unit members. The UFF shall be given membership on-~~  
3040 ~~this committee.~~

3041

3042 24.13 The University and the United Faculty of Florida shall appoint a system wide committee, within  
3043 forty-five (45) days of the ratification of the Collective Bargaining Agreement to discuss all aspects of  
3044 evaluation by students of the teaching/instruction by employees. The University President or  
3045 representative shall appoint the university members of the committee and the President of the University  
3046 Chapter of the United Faculty of Florida shall appoint the United Faculty of Florida members of the  
3047 committee.

3048

3049 24.14 The University and the United Faculty of Florida shall appoint a system wide committee, within for-  
3050 five (45) days of the ratification of the Collective Bargaining Agreement to discuss all aspects of the  
3051 recording, reproduction, retention and use by the University of an employee's work product and  
3052 presentations employed by an employee in teaching/instruction in the traditional classroom, online,  
3053 distance learning and all other forms of delivery. The University President or representative shall appoint  
3054 the university members of the committee and the President of the University Chapter of the United  
3055 Faculty of Florida shall appoint the United Faculty of Florida members of the committee.

3056

3057

## **Article 25 - Payroll Deduction**

3058 Pursuant to the provisions of Section 447.303, Florida Statutes, the University and the UFF hereby agree  
3059 to the following procedure for the deduction and remittance of the UFF membership dues and other UFF  
3060 deductions.

3061

3062 25.1 Deductions.

3063 A. During the term of this Agreement, the University agrees to deduct the UFF membership  
3064 dues in an amount established by the UFF and certified in writing by the UFF State President to the  
3065 University, and to make other UFF deductions in an amount authorized by an employee, from the pay of  
3066 those employees in the bargaining unit who individually and voluntarily make such request on a written  
3067 authorization form as contained in Appendix " B" to this Agreement.

3068 B. Deductions will be made biweekly beginning with the first full-pay period commencing at  
3069 least seven (7) days following receipt of authorization by the University. The UFF shall give written  
3070 notice to the University of any changes in its dues at least forty-five (45) days prior to the effective date  
3071 of any such changes.

3072 C. In addition to dues deductions, UFF may offer other related deductions such as voluntary  
3073 economic services programs. It is understood that all such programs and deductions will meet  
3074 requirements of State and University rules and regulations.

3075

3076 25.2 Remittance. The dues and other authorized deductions shall be remitted by electronic funds  
3077 transfer (EFT) by the University to UFF on a biweekly basis within thirty (30) days following the pay date.  
3078 At the time of each remittance a list of the employees from whose salaries such deductions were made  
3079 and the amounts deducted shall be provided to the UFF State Office.

3080

3081 25.3 Termination of Deduction. The University's responsibility for deducting dues and other authorized  
3082 deductions from an employee's salary shall terminate automatically upon either (a) thirty (30) days written

3083 notice from the employee to the University, and to the UFF revoking that employee's prior deduction  
3084 authorization, or (b) the transfer of the authorizing employee out of the bargaining unit. (c) Consistent with  
3085 the provisions of Article 8.5, the University shall notify UFF when it proposes to reclassify an employee to  
3086 a classification which is not contained in the General Faculty bargaining unit.

3087  
3088 25.4 Reinstatement of Deduction. For employees who have previously filed authorization for dues  
3089 deduction and are in leave without pay status, the University shall reinstate dues deductions upon return  
3090 to salaried employment in the bargaining unit position. (Note: UFF and USF agree that if a phased  
3091 retirement program is negotiated they will add a reference to that program in this section of the contract  
3092 agreeing to reinstate dues upon re-employment during phased retirement)

3093  
3094 25.5 Indemnification. The UFF assumes responsibility for (1) all claims against the University, including  
3095 the cost of defending such actions, arising from their compliance with this Article, and for (2) all monies  
3096 deducted under this Article and remitted to the UFF. The UFF shall promptly refund to the University  
3097 excess monies received under this Article.

3098  
3099 25.6 Exceptions. The University will not deduct any UFF fines, penalties, or special assessments from  
3100 the pay of any employee, nor is the University obligated to provide more than one payroll deduction field  
3101 for the purpose of making the deductions described in this Article.

3102  
3103 25.7 Termination of Agreement. The University's responsibilities under this Article shall terminate  
3104 automatically upon (1) decertification of the UFF or the suspension or revocation of its certification by the  
3105 Florida Public Employees Relations Commission, or (2) revocation of the UFF's deduction privilege by the  
3106 Florida Public Employees Relations Commission.

3107  
3108

#### **Article 26 - Maintenance of Benefits**

3109 26.1 No employee may be required to waive the benefits provided by the terms of this Agreement. No  
3110 employee shall, as a result of the establishment of a level of rights or benefits in this Agreement, suffer a  
3111 loss or diminution of any such rights or benefits for which otherwise eligible.

3112  
3113 26.2 The reorganization of higher education in the State of Florida resulted in the legislative abolition  
3114 of the Board of Regents and the creation of the University of South Florida Board of Trustees as the  
3115 public employer. Tenure status, rank, earned benefits, years of service, history of assignments and record  
3116 of evaluations which an employee had at the University prior to the creation of the University of South  
3117 Florida Board of Trustees, shall be recognized, credited or used, as applicable, unless a specific term or  
3118 provision of this Agreement states otherwise.

3119  
3120

#### **Article 27 - Miscellaneous Provisions**

3121 27.1 No Strike or Lockout. The University agrees that there will be no lockout during the term of this  
3122 Agreement. The UFF agrees that there will be no strike by it or by any employees during the term of this  
3123 Agreement.

3124  
3125 27.2 Effect of Passage of Law. Any provision of this Agreement which is contrary to law, but becomes  
3126 legal during the term of this Agreement, shall be reinstated consistent with such legislation.

3127  
3128 27.3 Legislative Action. The University and UFF agree that neither will attempt to influence or support  
3129 changes in existing statutes or legislation which would change the terms of this Agreement.

3130  
3131 27.4 Venue. For purposes of venue in any judicial review of an arbitrator's decision, the parties elect to  
3132 submit themselves to the jurisdiction of the courts in Hillsborough County, Florida. In an action  
3133 commenced in Hillsborough County, neither the University nor the UFF will move for a change of venue  
3134 based upon the defendant's residence in fact if other than Hillsborough County.

3135  
3136 27.5 Copies of the Agreement. The University shall maintain a copy of the ratified agreement and all  
3137 supplements to the ratified agreement on the University website, including a listing of the location of the

3138 document, ~~and shall provide the website address to new employees hired in an in-unit classification upon~~  
3139 ~~hiring. The University shall provide 2000 copies of the Agreement for the use of UFF. The copies of the~~  
3140 ~~Agreement shall be provided in one-color compact disc (CD) format, with paper envelope. The University~~  
3141 ~~shall order and pay for such CD's and the UFF shall distribute them. If the employee does not receive the~~  
3142 ~~website address from the University as part of the hiring process, the employee may obtain same from~~  
3143 ~~UFF.~~ UFF may distribute copies of the Agreement to current employees in the unit when the Agreement is  
3144 ratified. In addition, the University shall provide an electronic copy of the ratified Agreement and all  
3145 Supplements to UFF.

#### 3146 27.6 Class Titles.

3148 A. Whenever the University creates a new faculty classification, it shall designate such  
3149 classification as being either within or outside the bargaining unit and shall notify the UFF. Further, if the  
3150 University revises the specifications of an existing class so that its bargaining unit designation is  
3151 changed, it shall notify the UFF of such new designation twenty (20) days prior to the effective date of  
3152 said change. Within ten (10) days following such notification, the UFF may request a meeting with the  
3153 University for the purpose of discussing the designation. If, following such discussion, the UFF disagrees  
3154 with the designation, it may request the Florida Public Employees Relations Commission to resolve the  
3155 dispute through unit clarification proceedings.

3156 B. An employee may request a review of the appropriateness of the employee's  
3157 classification by the appropriate University office. In case of disagreement with the results of the review,  
3158 the matter shall be discussed in accordance with Article 2, Consultation, but shall not be subject to  
3159 Article 20, Grievance Procedure and Arbitration.

3160  
3161 27.7 Salary Rate Calculations and Payment. The salary rate of employees serving on twelve (12)  
3162 month (calendar year) appointments shall be calculated by dividing the calendar year salary rate by the  
3163 number of pay periods.

3164  
3165 27.8 Titles and Headings. The titles of articles and headings which precede text are inserted solely for  
3166 convenience of reference and shall not be deemed to limit or affect the meaning, construction, or effect of  
3167 any provision of this Agreement.  
3168

### 3169 3170 **Article 28 - Severability**

3171 In the event that any provision of this Agreement (a) is found to be invalid or unenforceable by final  
3172 decision of a tribunal of competent jurisdiction, or (b) is rendered invalid by reason of subsequently  
3173 enacted legislation, or (c) shall have the effect of a loss to the State University System or University of  
3174 funds, property, or services made available through federal law, or (d) pursuant to Section 447.309(3),  
3175 Florida Statutes, can take effect only upon the amendment of a law, rule, or regulation and the  
3176 governmental body having such amendatory powers fails to take appropriate legislative action, then that  
3177 provision shall be of no force or effect, but the remainder of the Agreement shall continue in full force and  
3178 effect. If a provision of this Agreement fails for reason (a), (b), or (c) above, the parties shall enter into  
3179 immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such  
3180 provision. This Article is not intended to cede authority to any party to invalidate any provision of this  
3181 Agreement. UFF does not concede to the constitutionality of any subsequently enacted legislation that  
3182 invalidates a term of this Agreement. The University or the UFF may choose, but neither is obligated, to  
3183 challenge said legislation.  
3184

### 3185 3186 **Article 29 - Amendment and Duration**

3187 29.1 The Agreement shall be effective on the date ratified by the University Board of Trustees except as  
3188 otherwise agreed by the parties, and shall remain in effect ~~for a three-year period~~ until midnight August 7,  
3189 ~~2024~~19. Unless otherwise provided in this Agreement, no Article shall be subject to renegotiation unless  
3190 both parties mutually agree to do so. Moreover, should the Florida law regarding the State's Performance  
3191 Salary Systems be amended by the Legislature during the term of this Agreement such that merit base  
3192 salary eligibility for permanent status employees in changed, the UFF may reopen this Agreement to

3193 address those affected employees. This Agreement supersedes the parties 201~~65~~-201~~97~~ Agreement.  
3194

3195 29.2 Amendments. In the event the University and the UFF negotiate a mutually acceptable amendment  
3196 to this Agreement, such amendment shall be put in writing and become part of this Agreement upon  
3197 ratification by both parties.  
3198

3199 29.3 Renegotiations for a successor agreement shall begin no later than ~~October 1, 2018~~March 15, 2024.  
3200  
3201

### Article 30 - Definitions

3202 As used in this Agreement, the term:  
3203

3204 -- "academic year" means a period consisting of a fall and spring semester of approximately 39  
3205 contiguous weeks.  
3206

3207 -- "bargaining unit" means those employees, collectively, represented for collective bargaining purposes  
3208 by the UFF pursuant to the certification of the Florida Public Employees Relations Commission dated May  
3209 15, 2003, wherein the Commission adopted the bargaining unit agreed to by the University and UFF.  
3210  
3211

3212 -- "Board," or " Board of Trustees" means the body established by sections 1001.71-1001.74, Florida  
3213 Statutes, responsible for governing the University of South Florida.  
3214  
3215

3216 -- "break in service" means those absences following which the employee is treated as a new employee  
3217 for purposes of computing seniority and years of service.  
3218

3219 -- "college/unit" means a college or a comparable administrative unit generally equivalent in size and  
3220 character to a college.  
3221

3222 -- "continuous service" means employment uninterrupted by a break in service. For academic year  
3223 employees, one year of continuous service is equivalent to the academic year employment period  
3224 consisting of a fall and spring semester of approximately 39 contiguous weeks.  
3225

3226 -- "days" means calendar days.  
3227

3228 -- "department/unit" means a department or a comparable administrative unit generally equivalent in size  
3229 and character to a department.  
3230

3231 -- "employee" means a member of the bargaining unit.  
3232

3233 -- "equitable" means fair and reasonable under the circumstances.  
3234

3235 -- "months" means calendar months.  
3236

3237 -- "number": The singular includes the plural.  
3238

3239 -- "principal place of employment" means the campus location or other university site specified on the  
3240 employee's standard employment contract.  
3241

3242 -- "semester" means one of the two approximately 19.5 week periods which together constitute the  
3243 academic year.  
3244

3245 -- "supervisor" means an individual identified by the President or representative as having immediate  
3246 administrative authority over bargaining unit employees.  
3247

3248 -- "SUS" or "State University System" means the system of institutions and agencies within the jurisdiction  
3249 of the Board of Governors.  
3250

3251 -- "UFF" means United Faculty of Florida.

3252

3253 -- "University" means the University of South Florida acting through the President and its staff.

3254

3255 -- "year" means a period of twelve (12) consecutive months.

3256

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

3257

3258 31.1 Limitation. The parties acknowledge that during the negotiations which resulted in the Agreement,  
3259 the University and the UFF had the unlimited right and opportunity to present demands and proposals  
3260 with respect to any and all matters lawfully subject to collective bargaining, and that all of the  
3261 understandings and agreements arrived at thereby are set forth in this Agreement, and that it shall  
3262 constitute the entire and sole Agreement between the parties for its duration.

3263

3264 31.2 No Obligation to Bargain. The University and the UFF, during the term of this Agreement,  
3265 voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain  
3266 collectively with respect to any subject or matter, whether or not referred to or covered by this Agreement,  
3267 even though such subject or matter may not have been within the knowledge or contemplation of the  
3268 parties at the time they negotiated or signed this Agreement.

3269

3270 31.3 Modifications. Nothing herein shall, however, preclude the parties from mutually agreeing to alter,  
3271 amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement in writing.

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**SIGNATURE PAGE**

IN WITNESS THEREOF, the parties have set their signatures this 17<sup>th</sup> -  
day of December, 2008.

FOR THE UNIVERSITY OF SOUTH  
FLORIDA BOARD OF TRUSTEES

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

\_\_\_\_\_  
Rhea Law, Interim President

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

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

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

~~Trudie Frecker~~  
~~James Garey off~~  
~~Glover~~  
Liz Gierbolini  
Gerard Solis  
~~John Curran~~  
~~Angela~~  
~~Mason Denelta~~  
~~Adderley Henry~~  
Julie Serovich  
Olga Joanow  
Sheri Neshiem

**Appendix A**  
**Position Classifications in the Bargaining Unit**

3311  
3312  
3313  
3314 All employees in the following position classifications holding regular, visiting, provisional, research,  
3315 affiliate, or joint appointments are included in the bargaining unit:

- 3316 9001 - Professor
- 3317 9002 - Associate Professor
- 3318 9003 - Assistant Professor
- 3319 9004 - Instructor
- 3320 9005 - Lecturer
- 3321 9006 - Graduate Research Professor
- 3322 9007 - Distinguished Service Professor
- 3323 9009 - Eminent Scholar
- 3324 9016 - University School Professor
- 3325 9017 - University School Associate Professor
- 3326 9018 - University School Assistant Professor
- 3327 9019 - University School Instructor
- 3328 9053 - University Librarian
- 3329 9054 - Associate University Librarian
- 3330 9055 - Assistant University Librarian
- 3331 9056 - Instructor Librarian
- 3332 9115 - Coordinator
- 3333 9120 – Associate in \_\_\_\_\_
- 3334 9121 – Assistant in \_\_\_\_\_
- 3335 9126 - Program Director
- 3336 9150 - Curator
- 3337 9151 - Associate Curator
- 3338 9152 - Assistant Curator
- 3339 9153 - Staff Physicist
- 3340 9160 - Scholar/Scientist/Engineer
- 3341 9161 - Associate Scholar/Scientist/Engineer
- 3342 9162 - Assistant Scholar/Scientist/Engineer
- 3343 9166 - Research Associate
- 3344 9173 - Counselor/Advisor
- 3345 9178 - Instructional Specialist
- 3346 9334 - Specialist, Computer Research
- 3347 9394 - Coordinator, Cooperative Education
- 3348 9419 - Coordinator, Research Information
- 3349 9433 - Specialist, Music
- 3350 9434 - Psychologist

3351 9435 - Resident Advisor to Students 9460

3352 - Psychiatrist

3353 9462 - Physician

3354 9464 - Physician's Assistant

3355 9490 - Dentist

3356 9495 - Specialist, Student Counseling

3357

3358 Together with chairpersons (Administrative Code: C1) in the College of Arts and Sciences and College of  
3359 Education and employees in the above classifications with the following administrative titles: Associate  
3360 Chair (C2), Assistant Chair (C3), Coordinator (N1), Program Director (G1), Associate Program Director  
3361 (G2), Assistant Program Director (G3), Department Head (H1), Associate Department Head (H2), Assistant  
3362 Department Head (H3), and Counselor/Advisor (B1).

3363

3364 The following employees are excluded from the bargaining unit: All employees of the USF  
3365 College of Medicine and all other employees of the University of South Florida, including but  
3366 not limited to all employees serving as trustees of the University of South Florida and all  
3367 employees who are in administrative classifications not specifically included above, or are  
3368 managerial or confidential employees.

3369

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

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

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

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

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

Employee ID's Signature \_\_\_\_\_

Signature Social Security Number \_\_\_\_\_

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

Department Address \_\_\_\_\_

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

Campus \_\_\_\_\_

Department \_\_\_\_\_

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

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

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

3414 Please PRINT complete information where necessary.

3415  
3416 Check One

3417  
3418 ~~Dr.~~ ~~Mr.~~

3419  
3420 \_\_\_\_\_  
3421 ~~Social Security Number~~ ~~Ms.~~ ~~Mrs.~~ \_\_\_\_\_ Last Name, First Name

3422  
3423  
3424 \_\_\_\_\_  
3425 Home Address

3426 \_\_\_\_\_  
3427 Campus Address Department

3428  
3429 \_\_\_\_\_  
3430 City, State, Zip Code Office Phone Home Phone

3431 .....

3432 Please enroll me as a member of the United Faculty of Florida (UFF).

3433  
3434 All UFF members are also members of the Florida Education Association, National Education  
3435 Association, American Federation of Teachers and the AFL-CIO.

3436  
3437 UFF dues are 1 percent of total salary\* for members for which the United Faculty of Florida is the  
3438 bargaining agent. If UFF dues payments are not tax deductible as charitable contributions for Federal  
3439 income tax purposes. However, they may be tax deductible under other provisions of the Internal  
3440 Revenue Code.

3441  
3442 \*Total salary for purposes of dues deductions includes any money received by the employee for in-unit  
3443 work. If insufficient funds remain after mandatory deductions, the University has no obligation to process  
3444 dues deductions.

3445  
3446 \_\_\_\_\_  
3447 Signature of Member Date

3448  
3449 Return your completed membership form to your Chapter Treasurer or UFF State Office, 118 N. Monroe  
3450 Street, Tallahassee, Florida 32301.

3451

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

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

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Department

Effective date if later than above: \_\_\_\_\_ Return  
to your Chapter Treasurer or the UFF State Office, 118 N. Monroe Street, Tallahassee, Florida 32301.

3479  
3480  
3481 **Appendix C**  
**University Of South Florida/United Faculty of Florida Grievance**

3482 I. Date (Received by University) \_\_\_\_\_  
3483

Grievant Step 1 Grievance Representative

Name

Name

College

Mailing Address

Dept.

Office Phone

Office Phone

3484  
3485  
3486 If grievant is represented by the UFF or legal counsel, all university communications should go to the grievant's representative.

3487 Other address to which university mailings pertaining to grievance shall be sent:  
3488

3489 II. Grievance

3490 Article(s) and Sections(s) of Agreement allegedly violated:  
3491

3492 \_\_\_\_\_  
3493 \_\_\_\_\_  
3494 \_\_\_\_\_  
3495 \_\_\_\_\_  
3496 \_\_\_\_\_  
3497 \_\_\_\_\_

3498 Statement of grievance (must include date of acts or omissions complained of):

3499 Remedy Sought:

3500 (See page 2 for additional requirements)  
3501

3502

3503 III. Authorization

3504 I will be represented in this grievance by: (check one - representative must sign on appropriate line):

3505 UFF

---

~~3506~~  
~~3507~~  
3508 Legal Counsel

---

~~3509~~  
~~3510~~  
3511 Myself

---

3512 I UNDERSTAND AND AGREE THAT BY FILING THIS GRIEVANCE, I WAIVE WHATEVER RIGHTS I  
3513 MAY HAVE UNDER CHAPTER 120 OF THE FLORIDA STATUTES WITH REGARD TO THE  
3514 MATTERS I HAVE RAISED HEREIN AND UNDER ALL OTHER UNIVERSITY PROCEDURES WHICH  
3515 MAY BE AVAILABLE TO ADDRESS THESE MATTERS.

3516 This grievance was filed with the Office of the Provost, ADM 226 on \_\_\_\_\_ by (check one)  
3517 mail (certified or registered, restricted delivery, return receipt requested) \_\_\_\_\_; personal delivery  
3518 \_\_\_\_\_; other (specify) \_\_\_\_\_.

---

~~3519~~  
~~3520~~  
3521 Signature of Grievant

3522 (Grievant must sign if grievance is to be processed.)

3524 The Step 2 decision shall be transmitted to Grievant's Step 2 Representative by personal delivery with  
3525 written documentation of receipt or by certified mail, return receipt requested. A copy of this decision  
3526 shall be sent to Grievant, and the local UFF Chapter if grievant elected self-representation or  
3527 representation by legal counsel.  
3528

3529  
3530

**Appendix D-**  
**Notice of Arbitration**

3531 The United Faculty of Florida hereby gives notice of its intent to proceed to arbitration in connection with  
3532 the decision of USF dated \_\_\_\_\_ and received by the UFF on \_\_\_\_\_  
3533 in this grievance of:

3534  
3535 Name: \_\_\_\_\_  
~~3536~~

3538 USF Grievance  
3539 No: \_\_\_\_\_  
~~3540~~

3542 The following statement of issue(s) before the Arbitrator is proposed:

3543 This notice was filed with the Provost's Office, ADM 226 on \_\_\_\_\_ by (check one): mail  
3544 (certified or registered, restricted delivery, return receipt requested) \_\_\_\_\_; personal delivery ;  
3545 other (specify) \_\_\_\_\_.

3546 Date of receipt by Provost's Office: \_\_\_\_\_

~~3547~~  
~~3548~~  
3550 \_\_\_\_\_  
Signature of UFF President

3551 I hereby authorize UFF to proceed to arbitration with my grievance. I also authorize UFF and USF or its  
3552 representatives to use, during the arbitration proceedings, copies of any materials in my evaluation file  
3553 pertinent to this grievance and to furnish copies of the same to the arbitrator.

3554  
3555 \_\_\_\_\_  
~~3556~~

3558 Signature of Grievant

3559

3560 This notice should be sent to:  
3561 OFFICE OF PROVOST, ADM 226  
3562



3588  
3589  
3590

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

3591 H.1 Exclusive Method

3592 The University of South Florida and the United Faculty of Florida agree to the following procedure as  
3593 the exclusive method of resolving disputes under Article 9.3, of the Agreement which allege that  
3594 an employee's assignment has been imposed arbitrarily or unreasonably.

3595 An employee who alleges that the assignment has been imposed arbitrarily or unreasonably may file  
3596 a grievance under Article 20 of the USF/UFF Agreement only to enforce the exclusive Assignment  
3597 Dispute Resolution (ADR) procedure delineated below, not to seek a determination as to whether an  
3598 assignment has been arbitrarily or unreasonably imposed.

3599 H.2 Time Limits

3600 The dispute shall not be processed unless it is filed within ~~thirty (30)~~fifteen (15) days after the  
3601 receipt of the assignment by the employee. If the employee's assignment begins prior to final resolution  
3602 of the dispute, the employee shall perform the assignment until the matter is finally resolved under these  
3603 procedures.

3604 All time limits contained herein may be extended by mutual agreement of the university and the UFF  
3605 representative. Upon failure of the employee's UFF representative to comply with the time limits herein,  
3606 the dispute shall be deemed to have been finally determined at the prior step.

3607 All references to "days" herein refers to "calendar days." The "end of the day" shall refer to the end of  
3608 the business day, i.e., 5:00 p.m.

3609 H.3 Assignment Dispute Resolution Procedures

3610 An employee who believes that the assignment has been imposed arbitrarily or unreasonably shall,  
3611 within ~~thirty (30)~~fifteen (15) days after receipt of the assignment, file Part 1A of the ADR Form with  
3612 the individual responsible for making the assignment with a copy to the President's representative and  
3613 to a UFF representative. The filing of the ADR Form shall be accompanied by a brief and concise  
3614 statement of the employee's arguments, and any relevant documentation supporting the employee's  
3615 position. This documentation shall be placed in a file entitled "Employee's Assignment Dispute  
3616 Resolution File," which shall be kept separate from the employee's personnel evaluation file.  
3617 Additional documentation shall not be considered in the ADR process except by agreement of  
3618 the President's representative unless it is documentation that the employee requested from the  
3619 university prior to the conference held pursuant to (b) below, but did not receive before such conference.

3620 Within ~~four (4)~~seven (7) days of receipt of the ADR Form, the individual responsible for making the  
3621 assignment, (typically the Chair, Director or their representative) shall meet with the employee and  
3622 discuss the dispute. Within twenty-four (24) hours after this conference, ~~the~~such individual responsible  
3623 for making the assignment shall complete Part 1 of the ADR Form and deliver it to the employee indicate  
3624 whether or not it was arbitrarily or unreasonably imposed or if the disputed assignment has been  
3625 resolved by completing Part 1B of the ADR Form and deliver it to the employee with a copy to the  
3626 President's representative.

3627 If the employee continues to be aggrieved following the initial conference, the employee shall file  
3628 the ADR Form, with Part 1 completed, with the ~~Dean or other appropriate administrator~~President's  
3629 representative no later than ~~four (4)~~two (2) days after the initial conference.

3630 The ~~UFF~~ President's representative shall ~~schedule~~ coordinate a meeting with the employee, the Dean  
3631 or other appropriate administrator~~the Dean's representative and the UFF representative to be held~~ no  
3632 later than ~~four (4) days~~two (2) weeks after filing the initial conference. ~~ADR Form with the Dean or~~  
3633 ~~other appropriate administrator. At this meeting, the employee, the UFF representative, and the~~  
3634 ~~Dean or appropriate administrator shall discuss the dispute and attempt to resolve it.~~ Within twenty-  
3635 four (24) hours after the conclusion of this meeting, the Dean or appropriate administrator shall  
3636 complete Part 2 of the ADR Form and deliver it to the UFF representative.

3637 If consultation with the Dean or appropriate administrator does not resolve the matter, the UFF  
3638 representative may file, within ~~four (4)~~seven (7) days of that meeting, Part 3 of the ADR Form (with  
3639 supporting documentation) with the President's representative, indicating an intention to submit the  
3640 dispute to a Neutral Umpire.

3641 Within seven (7) days of receipt of the ~~completed~~-ADR Form with parts 1, 2, and 3 completed and other  
3642 documentation, the President's representative may place a written explanation, brief statement of  
3643 the University's position, a list of expected witnesses, and other relevant documentation in the  
3644 employee's ADR File. As soon as practicable thereafter, a copy of all documents placed in the  
3645 employee's ADR File shall be presented to the UFF representative, who shall place a list of the  
3646 employee's expected witnesses into the file. During these seven (7) days, At the time that the  
3647 completed ADR Form is submitted to the President's representative and, the UFF representative  
3648 shall schedule a meeting with the President's representative meet for the purpose of selecting a Neutral  
3649 Umpire from the Neutral Umpire Panel. This meeting shall be scheduled for no later than seven  
3650 (7) days after filing of the completed ADR Form. Selection of the Neutral Umpire shall be by mutual  
3651 agreement or by alternatively striking names from the Neutral Umpire Panel list until one name  
3652 remains. The right of first choice to strike from the list shall be determined by the toss of a coin. The right  
3653 to strike first shall alternate in any subsequent Neutral Umpire selection.

3654 The President's representative shall contact the selected Umpire no later than three (3) days following  
3655 the selection. Should the Umpire selected be unable to serve, the President's representative shall  
3656 contact the UFF representative as soon as practicable and schedule another selection meeting.

3657 Upon the agreement of the Neutral Umpire to participate, the President's representative shall provide  
3658 the Umpire with the employee's ADR File.

3659 The ADR Meeting shall be scheduled as soon as practicable after the Neutral Umpire has received  
3660 the employee's ADR File. The President's representative shall notify the UFF representative of the time  
3661 and place of the ADR Meeting no later than forty-eight (48) hours prior to it being convened.

3662 No person concerned with or involved in the assignment dispute shall attempt to lobby or otherwise  
3663 influence the decision of the Umpire.

3664 The ADR Meeting shall be conducted as follows:

3665 (1). The employee, or a UFF representative, and a representative of the President shall be  
3666 the sole representatives of the parties. Each representative may present documentary evidence  
3667 from the employee's ADR File, interrogate witnesses, offer arguments, cross-examine  
3668 witnesses, and have present at the meeting one individual to assist in the presentation of  
3669 the representative's case.

3670 (2). The Neutral Umpire will conduct and have total authority at the ADR Meeting. The  
3671 Neutral Umpire may conduct the ADR Meeting in whatever fashion, consistent with this  
3672 Agreement that will aid in arriving at a just decision.

3673 (3). The Umpire shall submit to all parties on Part 4 of the ADR Form within forty-eight (48)  
3674 hours after the close of the ADR Meeting a written, binding decision as to whether the  
3675 assignment was imposed arbitrarily or unreasonably. The decision shall include the reasons  
3676 for the Umpire's determination.

3677 (4). If the Umpire decides that the employee's assignment was imposed arbitrarily or  
3678 unreasonably, the Umpire may also suggest an appropriate remedy. This suggestion is not  
3679 binding on the university but shall be used by the President or President's designee in  
3680 fashioning an appropriate remedy.

#### 3681 H.4 Neutral Umpire Panel

3682 The President's representative and the UFF representative shall meet within two (2) weeks of the  
3683 ratification of this Agreement for the purpose of selecting an odd-numbered Neutral Umpire Panel. The  
3684 Panel shall consist of no less than five (5) and no more than nine (9) individuals, not employed by  
3685 the University, USF Board or the Board of Governors, who meet the following qualifications:

3686 (1). familiarity with academic assignments;

- 3687 (2). an ability to serve as Neutral Umpire on short notice;  
3688 (3). a willingness to serve on the Panel for one academic year;  
3689 and (4). acceptability to both the University and the UFF.

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**Appendix G**

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

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

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

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

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

NOW THEREFORE, the parties agree as follows:

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

3765

### Exclusive Assignment Dispute Resolution Form

3766 PART 1A: Statement of Dispute

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3768

\_\_\_\_\_  
Employee's Name

\_\_\_\_\_  
Department

\_\_\_\_\_  
Employee's Address

\_\_\_\_\_  
Person Making Assignment

\_\_\_\_\_  
Date Assignment Made

\_\_\_\_\_  
Beginning Date of Assignment

3769

3770 I believe the assignment was arbitrarily or unreasonably imposed because:

3771

~~3772~~

3774

~~3775~~

3777

~~3778~~

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
UFF Representative's Signature

3782

3783

**PART 1B:**

3784

~~3785~~

\_\_\_\_\_  
Date Filed

\_\_\_\_\_  
Date of Meeting

3789

3790

3791 The assignment was not arbitrarily or unreasonably

3792 imposed: The disputed assignment has been resolved:

3793

3794

~~3795~~

\_\_\_\_\_  
Person making the assignment

\_\_\_\_\_  
Date of Decision

3799

3800

3801 THIS FORM MUST BE ACCOMPANIED BY ALL DOCUMENTATION WHICH THE EMPLOYEE  
3802 WANTS TO HAVE REVIEWED, EXCEPT FOR DOCUMENTATION THE EMPLOYEE HAS  
3803 REQUESTED BUT NOT RECEIVED (SEE APPENDIX H, SECTION H.3.)

3804 I UNDERSTAND AND AGREE THAT BY FILING THIS GRIEVANCE, I WAIVE WHATEVER RIGHTS I  
3805 MAY HAVE UNDER CHAPTER 120 OF THE FLORIDA STATUTES WITH REGARD TO THE  
3806 MATTERS I HAVE RAISED HEREIN AND UNDER ALL OTHER UNIVERSITY PROCEDURES WHICH  
3807 MAY BE AVAILABLE TO ADDRESS THESE MATTERS.  
3808

3809 PART 2: Decision of Dean or Appropriate Administrator

3810

3811

~~3812~~

3816

\_\_\_\_\_  
Date Filed with Dean/Administrator

\_\_\_\_\_  
Date of Conference

3817

3818 The assignment was not arbitrarily or unreasonably imposed:  
3819 The disputed assignment has been resolved in the following manner:

3820  
3821  
~~3822~~  
~~3823~~  
3826  
3827  
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Dean or appropriate administrator	Date of Decision
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3829 PART 3: UFF Notice of Intent to Refer Assignment Dispute to Neutral Umpire

3830 The decision of the Dean or other appropriate administrator is not satisfactory and the UFF hereby  
3831 gives notice of its intent to refer the dispute to a Neutral Umpire.

3832  
3833  
3834  
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Employee's Name	Date of Receipt by President's Representative
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UFF Representative	Receipt Acknowledged by President's Representative
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3836  
3837  
3838

PART 4: Neutral Umpire's Decision

3839 The disputed assignment was \_\_\_\_\_/was not  
3840 \_\_\_\_\_arbitrarily or unreasonably imposed.

3841 Reasons for the determination that the assignment was arbitrarily or unreasonably imposed are:

3842  
3843  
3844  
3845

Suggested Remedy (Optional):

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Neutral Umpire's Name	Employee's Name
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Neutral Umpire's Signature	Date Decision Issued
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