Collective Bargaining Agreement

2016-2019

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.

A. No existing, new or amended University rule, policy, 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 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 policy 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 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, 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 the implementation and administration of the Agreement; however, such meetings shall not constitute or be used for the purpose of collective bargaining.

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

Article 3

UFF Privileges

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

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

3.2 Communications.

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

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

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

3.3 Leave of Absence -- Union Activity.

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

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

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

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

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

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

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

3.4 Released Time.

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

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

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

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

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

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

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

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

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

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

4

Reserved Rights

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

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

Article 5

Academic Freedom and Responsibility

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

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

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

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

Article 6

Nondiscrimination

6.1 Statement of Intent.

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

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

6.2 Policy.

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

B. Sexual Harassment.

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

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

(2). In addition to the parties' concern with respect to sexual harassment in the employment context, the parties also recognize the potential for this form of illegal discrimination against students. Relationships between employees and students, even if consensual, may become exploitative, and especially so when a student's academic work, residential life, or

athletic endeavors are supervised or evaluated by the employee. These relationships may involve a conflict of interest.

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

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

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

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

6.5 Grievance Procedures. Claims of such discrimination by the University may be presented as grievances pursuant to Article 20, Grievance Procedure and Arbitration. It is the intent of the parties that matters which may be presented as grievances under the Grievance Procedure, be so presented and resolved thereunder instead of using other procedures. However, the UFF agrees not to process cases arising under this Article when alternate procedures to the Grievance Procedure are initiated by the grievant, except as specifically provided for in Article 20.3.

Article 7

Minutes, Rules, and Budgets

7.1 University Documents.

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

(1). the agenda and minutes of the meetings of the University Board;

(2). the agenda and minutes of the meetings of campus boards;

(3). new University rules published under the Administrative Procedures Act; and

(4). the USF/UFF Agreement and all supplements to the Agreement.

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

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

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

(1). the minutes of the meetings of the University Board of Trustees;

(2). the University's rules published under the Administrative Procedures Act;

(3). the University's operating budget, including the previous year's expenditure analysis; and

(4). a copy of all official University Policies and Procedures.

Article 8

Appointment

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

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

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

A. (1) Effective Date;

(2) Title, class code, rank, and appointment status;

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

(4) An end date, if the appointment is for a limited duration. Otherwise, a statement indicating, “This employment offer will remain in force unless otherwise specified

(5) Special conditions of employment;

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

(7) A statement that the employee's signature on the standard employment contract shall not be deemed a waiver of the right to process a grievance with respect thereto in compliance with Article 20 Grievance Procedure and Arbitration;

(8) A statement that the appointment is subject to the Constitution and laws of the State of Florida and the United States, the rules and regulations of all applicable governing bodies of the University.

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

(10) Salary rate;

(11) The statement: "The USF/UFF Collective Bargaining Agreement (Article 6) prohibits discrimination against any employee based upon race, color, sex, gender identity and expression, sexual orientation, religion, national origin, age, military status, veteran status, disability, political affiliation, marital status, or employee rights related to union activity as granted under Chapter 447, Florida Statutes. Claims of such discrimination by the University may be presented as grievances pursuant to Article 20, Grievance Procedure and Arbitration";

(12) A statement informing the employee of the obligation to report outside activity and conflict of interest under the provisions of Article 19, Conflict of Interest and Outside Activity of the Agreement; and

(13) Principal place of employment.

8.4 Changes in Appointments and Supplemental Appointments.

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

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

C. Promotion Raises

1. All tenured employees and librarians receiving promotions shall receive a 9% increase to their base salary. In addition, employees promoted to Assistant Professor/Assistant University Librarian shall receive an additional $3,000 base increase; employees promoted to Associate Professor/Associate University Librarian shall receive an additional $5,000 base increase; employees promoted to Professor/ University Librarian shall receive an additional $7,000 base increase.

2. Employees in the non-tenure “Instructor” track who receive promotion to Instructor II or Instructor III shall receive a 9% increase to their base salary.

3. All promotion raises shall be effective on the first August 7 following the decision of the University to grant promotion. Employees on contracts or grants shall receive promotion salary increases equivalent to similar employees on state funding, provided that such salary increases are permitted by the terms of the contract or grant, the rules of the funding agency, and adequate funds are available for this purpose in the contract or grant.

4. Other employees in non-tenure earning career track positions, dependent, wholly or in the majority, on funded grants, with approved career track programs, may be awarded promotional increases to their salary base which shall be paid entirely from grant funds and will not count against the University's discretionary cap. These promotional increases are to be determined by the funding agencies' ability to pay.

D. Change in Appointments.

1. An employee serving on a twelve (12) month appointment may request an academic year appointment. Similarly, an employee serving on an academic year appointment may request a twelve (12) month appointment. The President or representative shall carefully consider such requests, although staffing considerations and other relevant university needs may prevent them from being granted.

2. Upon approval by the President or representative, and assuming that the assigned responsibilities remain substantially the same, an employee's base salary shall be adjusted by 81.8 percent when changing from a twelve (12) month to an academic year appointment or by 122.2 percent when changing from an academic year appointment to a twelve (12) month appointment. For an employee whose appointment was previously changed at a salary adjustment other than 122.2 percent or at a salary adjustment other than 81.8 percent, the percent which is the reciprocal of the percent previously used shall be used to make the salary adjustment.

E. Summer Appointments Policy.

1. Student enrollment caps for a summer school course shall be no greater than 115% of the cap for the same course offered during the prior academic year.

2. FTE assignment. Summer School FTE is computed at .0833 per credit hour for standard lecture, on-line and laboratory courses regardless of the session in which the course is taught.

3a. Summer School Compensation. Except as provided herein, compensation is computed at 12.5% of the faculty member's nine (9) month salary per a 3 hour credit course, capped at the level of $4,167 per credit hour for each course taught. (Example: A 1 hour credit course is capped at $4,167 while a 3 hour credit course is capped at $12,500.). Provided that employees who contract to deliver courses concurrent with supplemental summer terms (i.e., A, B, C) through Innovative Education may be paid more than the $12,500 cap.

3b. Independent Study and Directed Reading Courses. During the summer session, supplemental summer appointment is not available for a course with either "independent study", "directed reading", or "directed research" in the title.

F. Extra University Compensation Appointments.

1. An Employee who is assigned increased University duties and responsibilities that are not in excess of a full appointment (1.0 FTE) is eligible for a salary adjustment to compensate the employee for said duties and responsibilities.

2. Extra University compensation is defined as University compensation for any duties in excess of a full appointment (1.0 FTE). Available extra University compensation appointments within the University shall be offered equitably and as appropriate to qualified employees in sufficient time to allow voluntary acceptance or rejection. Extra compensation must be paid in accordance with applicable laws, rules, regulations and

procedures. Any compensation paid in excess of the established FTE on the position shall be paid from OPS or temporary funds. All appointments up to the FTE established on the line, including summer appointments, shall be paid from salary funds. Exceptions are limited to the following: (1) faculty paid from grants/contracts during the summer may at their option and upon approval of their supervisors, receive payment in OPS so long as the grant/contract so stipulates; (2) faculty appointed in departments/units other than their own may receive summer payments from OPS funds regardless of the FTE assigned to them in their home units.

G. Visiting Appointments.

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

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

I. Fixed Multi-Year Appointments.

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

Article 9

Assignment of Responsibilities

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

9.2 Considerations in Assignment.

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

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

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

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

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

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

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

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

9.3 Annual Assignment.

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

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

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

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

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

(1). For the purpose of applying this principle to promotion, assignments shall be considered over the entire period since the original appointment or since the last promotion, not solely over the period of a single annual assignment. The period under

consideration at the university shall not be less than four years. The employee's annual assignment shall be included in the promotion file.

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

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

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

9.4 Summer Assignment.

A. The summer instructional assignment, like that for the academic year, includes the normal activities related to such an assignment as defined by the department/unit and the nature of the course, such as course preparation, minor curriculum development, lectures, evaluation of student efforts, consultations and conferences with students, and minor committee activities.
B. When a summer instructional appointment immediately follows the academic year appointment, the employee may be assigned reasonable and necessary non-instructional duties related to the summer instructional appointment prior to the conclusion of the academic year appointment.

9.5 Place of Employment.

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

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

9.6 Teaching Schedule. Teaching schedules should be established, if practicable, so that the time

between the beginning of the first assignment and the end of the last for any one day does not exceed eight (8) hours and the end of the last face-to-face (i.e. not online) assignment and the beginning of the next face-to-face assignment is no less than twelve (12) hours.

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

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

9.9 Instructional Technology.

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

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

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

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

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

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

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

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

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

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

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

b. the University has assigned the employee to develop such materials.

Article 10

Employee Performance Evaluations

10.1 Policy.

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

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

10.2 Sources and Methods of Evaluation.

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

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

10.3 Procedures.

A. Annual Evaluation.

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

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

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

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

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

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

B. Sustained Performance Evaluations.

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

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

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

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

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

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

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

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

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

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

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

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

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

10.5 Proficiency in Spoken English. No employee shall be evaluated as deficient in oral English language skills unless proved deficient in accordance with the appropriate procedures and examinations

established by Section 1012.93, Florida Statutes, and State Board of Education rule, for testing such deficiency.

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

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

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

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

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

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

Article 11

Evaluation File

11.1 Policy. There shall be one (1) evaluation file containing a dated copy of all documents used in the evaluation process, other than evaluation for tenure and promotion and successive fixed multi-year appointments. When evaluations and other personnel decisions are made, other than for tenure and promotion, and successive fixed multi-year appointments, the only documents which may be used are

those contained in that file. Such documents shall be placed in the evaluation file within a reasonable time after receipt by the custodian of the file. Employees shall be notified, upon written request, of the location of the evaluation file and the identity of the custodian.

11.2 Access. An employee may examine the evaluation file, upon reasonable advance notice, during the regular business hours of the office in which the file is kept, normally within the same business day as the employee requests to see it, and under such conditions as are necessary to insure its integrity and safekeeping. Upon request, an employee may paginate with successive whole numbers the materials in the file, and may attach a concise statement in response to any item therein. Upon request, an employee is entitled to one (1) free copy of any material in the evaluation file. Additional copies may be obtained by the employee upon the payment of a reasonable fee for photocopying. A person designated by the employee may examine that employee's evaluation file with the written authorization of the employee concerned, and subject to the same limitations on access that are applicable to the employee.

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

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

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

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

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

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

Article 12

Non-Reappointment

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

12.2 Notice.

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

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

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

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

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

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

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

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

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

D. Employees described in 12.2(B)(1) and12.2(C), above, shall have the following statement included in their employment contracts:

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

E. An employee who is entitled to written notice of non-reappointment in accordance with the provisions of Article 10.2 Notice above who receives written notice that the employee will not be offered further appointment shall be entitled, upon written request within twenty (20) days following receipt of such notice, to a written statement of the basis for the decision not to reappoint. Thereafter, the President or representative shall provide such statement within twenty (20) days following receipt of such request. All such notices and statements are to be sent by certified mail, return receipt requested, or delivered in person to the employee with written documentation of receipt obtained. The parties recognize non-reappointment is not a disciplinary action. Non-reappointment shall not be used as any form of disciplinary action.

12.3 Grievability. The decision to not reappoint is not grievable except, an employee who receives written notice of non-reappointment may, according to Article 20 Grievance Procedure and Arbitration, contest the decision because of an alleged violation of a specific term of the Agreement or because of an

alleged violation of the employee's constitutional rights. Such grievances must be filed within thirty (30) days of receipt of the statement of the basis for the decision not to reappoint pursuant to Section E above or receipt of the notice of non-reappointment if no statement is requested.

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

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

B. Offer such employee, who is not otherwise employed in an equivalent full-time position, re-employment in the same or similar position at the University for a period of two years following the initial notice of nonreappointment, should an opportunity for such re-employment arise. For this purpose, 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 following the date the offer was made. In the event such offer of re-employment is not accepted, the employee shall receive no further consideration pursuant to this Article.

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

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

Article 13

Layoff and Recall

13.1 Layoff.

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

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

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

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 employment program will be adversely affected. When 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 or 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.

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

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

13.5 Re-employment/Recall.

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 following the date the offer was made. In the event such offer of re-employment is not accepted, the employee shall receive no further consideration pursuant to this Article. Employees appointed to a fixed multi-year appointment, who are recalled shall be offered re-employment not to exceed the length of their last employment contract. The

University shall notify the local UFF Chapter when an offer of re-employment is issued.

B. An employee who held a tenured appointment on the date of termination by reason of layoff shall resume the tenured appointment upon recall.

C. The employee shall receive the same credit for years of service for purposes of layoff as held on the date of layoff.

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

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

Article 14

Promotion Procedure

14.1 Policy.

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

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

14.2 Criteria.

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

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

14.3 Procedures.

A. Recommendations for promotion shall begin with the employee's supervisor and shall be submitted to the appropriate officials for review. Prior to the consideration of the employee's promotion, the employee shall have the right and responsibility to review the promotion file and see that it is complete. The employee may attach a brief response to any material therein. The provisions of Articles 11.2 through 11.8 of this Agreement shall apply to the contents of the promotion file. If any material is added to the file after the commencement of consideration, other than the completion of the evaluation sections (including the recording of votes) of the file by the reviewing bodies/individuals), a copy shall be sent to the employee within five (5) days (by personal delivery or by mail, return receipt requested). The employee may attach a brief response within five (5) days of his/her receipt of the added material. The file shall not be forwarded until either the employee submits a response or until the second five (5) day period expires, whichever occurs first. The employee shall have the right to review the file at each stage of review (i.e., department, college, campus) and attach a brief response to any materials contained therein, including the evaluation section(s), prior to the next stage of review.

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

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

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

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

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

Article 15

Tenure

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

15.2 Tenure Decision:

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

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

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

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

15.3 Criteria for Tenure.

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

(1). annual performance evaluations;

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

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

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

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

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

15.4 Modification of Criteria.

A. Modifying Criteria. The University may modify the criteria for tenure so long as the local UFF Chapter has been notified of the proposed changes and offered an opportunity to discuss such changes in consultation with the University President or representative. Changes in criteria shall not

become effective until one (1) year following adoption of the changes, unless mutually agreed to in writing by the local UFF President and the University President or representative. The date of adoption shall be the date on which the changes are approved by the administrator at the highest level required under applicable university policies and procedures. Any proposal to develop or modify tenure criteria shall be available for discussion by members of the affected departments/units before adoption.

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

15.5 Recommendations and Procedures.

A. Recommendations for the awarding of tenure shall be made by the employee's supervisor and shall include a poll by secret ballot of the tenured members of the employee's department/unit. The performance of an employee during the entire term of employment at the institution shall be considered in determining whether to grant tenure. Recommendations regarding tenure shall include a copy of applicable tenure criteria, the employee's annual assignments and annual evaluations, and, if the employee chooses, the employee's tenure appraisals. The reviewers at any stage in the review may request to review the appraisals. Prior to the consideration of the employee's candidacy, the employee shall have the right to review the contents of the tenure file and may attach a brief and concise response to any materials therein. It shall be the responsibility of the employee to see that the file is complete. The provisions of Articles 11.2 through 11.8 of this Agreement shall apply to the contents of the tenure file.

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

15.6 Other Considerations

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

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

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

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

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

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

Article 16

Disciplinary Action and Job Abandonment

16.1 Just Cause.

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

(1). incompetence, or

(2). misconduct.

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

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

16.3 Notice of Intent. When the President or representative has reason to believe that a suspension or termination should be imposed, the President or representative shall provide the employee with a written notice of the proposed action and the reasons therefor. Such notice shall be sent certified mail, return receipt requested, or delivered in person with written documentation of receipt obtained. The employee shall be given ten (10) days in which to respond in writing to the President or representative before the proposed action is taken. The President or representative then may issue a notice of disciplinary action under Article 16.4. below. The employee has a right to union representation during investigatory questioning that may reasonably be expected to result in disciplinary action. If the President or representative does not issue a notice of disciplinary action, the notice of proposed disciplinary action shall not be retained in the employee's evaluation file.

16.4 Notice of Discipline. All notices of disciplinary action shall include a statement of the reasons therefor and a statement advising the employee that the action is subject to Article 20, Grievance Procedure and Arbitration. All such notices shall be sent certified mail, return receipt requested, or delivered in person to the employee with written documentation of receipt obtained.

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

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

16.7 Job Abandonment

A. If an employee is absent without authorized leave for twelve (12) or more consecutive days or a period of time that constitutes more than 15% of a term-length teaching assignment during a summer term, under the provisions of Article 17.1, the employee shall be considered to have abandoned

the position and voluntarily resigned from the University. Under the provisions of Article 16.7 A, the employee who returns from an unauthorized leave and engages in another unauthorized leave of 3 days or more within a calendar year shall be subject to discipline, up to an including termination.

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

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

Article 17

Leaves

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

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

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

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

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

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

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

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

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

17.5 Holidays.

A. An employee shall be entitled to observe all official holidays designated as holidays by the University, which shall at a minimum include those holidays designated in Fla. Stat. Section 110.117.

No classes shall be scheduled on designated holidays. Classes not held because of a holiday shall not be rescheduled.

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

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

17.6 Family and Medical Leave Act (FMLA) Entitlements.

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

B. Implementation of FMLA Leave Entitlements.

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

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

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

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

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

D. Use and Approval of FMLA Leave.

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

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

(3). After the President or representative has acquired knowledge that the leave is being taken for an FMLA qualifying event, the President or representative shall within two business days, absent extenuating circumstances, notify the employee of the period of FMLA leave to be granted, including the date of return to employment. If the notice is oral, it shall be confirmed in

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

E. Medical Certification.

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

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

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

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

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

17.7 Parental Leave Paid Program.

(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 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 spouse, and dependents living in the household.

4. The death 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 the death of a member of the employee's immediate family shall not be unreasonably withheld.

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

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

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

(3). Certification. If an employee's request for absence or absence exceeds four (4) consecutive days, or if a pattern of absence is documented, the University may require an employee to furnish certification issued by an attending health care provider of the medical reasons necessitating the absence and/or the employee's ability to return to work. If the medical certification furnished by the employee is not acceptable, the employee may be required to submit to a medical examination by a health care provider who is not a University staff member which shall be paid for by the University. If the medical certification indicates that the employee

is unable to perform assigned duties, the President or representative may place the employee on compulsory leave under the conditions set forth in Article 17.8(C) below.

(4). Transfer of Credits.

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

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

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

(5). Payment for Unused Sick Leave.

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

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

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

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

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

(6). Sick Leave Buy-Back.

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

(7). Donated Sick Leave Program.

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

B. Job-Related Illness/injury.

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

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

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

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

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

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

a. offer the employee part-time employment;

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

c. request the employee's resignation; or

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

C. Compulsory Leave.

(1). Placing Employee on Compulsory Leave.

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

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

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

(2). Conditions of Compulsory Leave.

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

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

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

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

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

a. offer the employee part-time employment;

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

c. request the employee's resignation; or

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

17.9 Annual Leave

A. Accrual of Annual Leave.

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

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

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

B. Use and Transfer of Annual Leave.

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

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

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

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

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

C. Payment for Unused Annual Leave.

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

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

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

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

17.10 Administrative Leaves.

A. Jury Duty and Court Appearances.

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

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

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

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

B. Military Leave.

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

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

(3). Other Military Leave.

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

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

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

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

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

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

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

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

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

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

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

17.11 Leave Without Pay.

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

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

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

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

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

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

a. Notwithstanding the provisions of Article 17.8(A)(2) above regarding the use of sick leave, an employee may use any type of accrued leave in an amount necessary to cover the employee's contribution to the State insurance program and other expenses

incurred by the employee during an approved period of leave without pay for parental, foster care, medical, or military reasons.

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

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

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

Article 18

Inventions and Works

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

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

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

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

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

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

18.3 Works.

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

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

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

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

B. University-Supported Efforts.

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

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

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

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

C. Disclosure.

(1). Upon the creation of a work and prior to any publication, the employee shall disclose directly to the Division of Patents and Licensing any work made in the course of university-supported efforts, together with an outline of the project and the conditions under which it was done. Consistent with the provisions of Article 18.3(B)(2)a, above, employees need not disclose regarding books, articles, and similar works, the intended purpose of which is to disseminate the results of academic research or scholarly work.

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

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

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

18.4 Inventions.

A. Disclosure/University Review.

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

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

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

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

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

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

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

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

D. Release of Rights.

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

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

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

E. University Policy.

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

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

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

18.5 Outside Activity.

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

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

Article 19

Conflict of Interest/Outside Activity

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.

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.

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

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

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

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

Article 20

Grievance Procedure and Arbitration

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

20.2 Definitions. As used herein:

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

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

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

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

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

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

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

20.7 Duties of Grievance Representatives and Grievant.

A. The UFF grievance representative shall have the responsibility to meet all classes, office hours, and other duties and responsibilities incidental to the assigned workload. Some of these activities are scheduled to be performed at particular times. Such representative shall have the right during times outside of those hours scheduled for these activities to investigate, consult, and prepare grievance presentations and attend grievance hearings and meetings. Should any hearings or meetings necessitate rescheduling of assigned duties, the representative may, with the approval of the appropriate administrator, arrange for the rescheduling of such duties or their coverage by colleagues. Such approval shall not be unreasonably withheld.

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

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

20.8 Formal Grievance Procedure.

A. Filing.

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

(2). The filing of a grievance constitutes a waiver of any rights to judicial review of agency action pursuant to Chapter 120, Florida Statutes, or to the review of such actions under university procedures which may otherwise be available to address such matters. This grievance procedure shall be the sole review mechanism for resolving disputes regarding rights or benefits provided exclusively by the Collective Bargaining Agreement. Only those acts or

omissions and sections of the Collective Bargaining Agreement identified at the initial filing or as amended in one (1) above may be considered at subsequent steps.

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

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

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

D. Step 2.

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

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

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

E. Step 3 Arbitration.

(1). Filing. If the grievance has not been satisfactorily resolved at Step 2, UFF may, upon the request of the grievant, proceed to arbitration by filing a written notice of the intent to do so. Notice of intent to proceed to arbitration must be filed with the designated university representative within thirty (30) days after receipt of the Step 2 decision by grievant's Step 2 representative and shall be signed by the grievant and the UFF President or representative.

The expiration of the thirty-day period shall be evidenced by a receipt executed by the office receiving the grievance, or by the date of mailing as determined by the postmark. The grievance may be withdrawn at any time by the grievant or by the UFF President or representative at any point prior to issuance of the arbitrator's decision. The parties shall stipulate to the issue(s) prior to the arbitration. In the event a stipulation is not reached, the parties shall proceed to a hearing on arbitrability as described in Article 20.8(E)(4) below.

(2). Selection of Arbitrator. Representatives of the University and the UFF shall meet within ninety (90) days after the execution of this Agreement for the purpose of selecting an Arbitration Panel of seven (7) members. Within fourteen (14) days after receipt of a notice of intent to arbitrate, representatives of the University and UFF shall meet for the purpose of selecting an arbitrator from the Panel. Selection shall be by mutual agreement or by alternately striking names from the Arbitration Panel list until one name remains. The right of the first choice to strike from the list shall be determined by the flip of a coin. If the parties are unable to agree to a panel of arbitrators, they shall follow the normal American Arbitration Association procedure for the selection of an arbitrator. The parties may mutually select as the arbitrator an individual who is not a member of the Arbitration Panel. The arbitration shall be held within sixty (60) days following the selection of the arbitrator.

(3). Authority of the Arbitrator.

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

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

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

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

(5). Conduct of Hearing. The arbitrator shall hold the hearing in Tampa, Florida, unless otherwise agreed by the parties. The hearing shall commence within twenty-five (25) days of the arbitrator's acceptance of selection, or as soon thereafter as is practicable, and the arbitrator shall issue the decision within forty-five (45) days of the close of the hearing or the

submission of briefs, whichever is later, unless additional time is agreed to by the parties. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. Except as expressly specified in this procedure, the provisions of the Florida Arbitration Code, Chapter 682, Florida Statutes, shall not apply. Except as modified by the provisions of the Collective Bargaining Agreement, arbitration proceedings shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

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

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

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

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

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

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

20.11 Processing.

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

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

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

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

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

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

22.1 Professional Development Leave.

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

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

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

D. Application and Selection.

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

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

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

E. Terms of Professional Development Leave.

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

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

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

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

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

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

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

22.2 Other Study Leave.

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

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

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

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

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

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

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

22.3 Sabbaticals.

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

B. Types of Sabbaticals.

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

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

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

D. Application and Selection.

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

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

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

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

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

E. Terms of Sabbatical Program.

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

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

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

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

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

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

(7). While on leave, an employee shall be permitted to receive funds for travel and living expenses, and other sabbatical-related expenses, from sources other than the University such as fellowships, grants-in-aid, and contracts and grants, to assist in accomplishing the purposes of the sabbatical. Receipt of funds for such purposes shall not result in reduction of the employee's university salary. Faculty on one-half pay sabbaticals may receive salary from University grants or contracts at a level that would make total compensation no greater than the faculty member’s full-time salary rate for the sabbatical period. In order for the faculty member to use grant or contract funds through the University to supplement salary while on sabbatical leave the following conditions must be met: (1) the nature of the grant/contract activity must be congruent with the proposed sabbatical activities and participation in the grant/contract activities must contribute to the accomplishment of the sabbatical objectives; (2) the granting/contracting agency must allow for such an arrangement; (3) gross salary drawn from the grant/contract during the sabbatical period cannot exceed one-half of the faculty member’s gross USF salary for those on half-pay sabbaticals; (4) the faculty member must be named in the grant/contract and appear as a budgeted salary line item; and (5) the faculty member must submit a signed statement from the faculty member’s chair/director or campus chief executive officer verifying that the above conditions have been satisfied, either as part of the sabbatical application or prior to taking the sabbatical as appropriate. If financial assistance is received in the form of salary, the University salary shall normally be reduced by the amount necessary to bring the total income of the sabbatical period to a level comparable to the employee's current year salary rate. Employment unrelated to the purpose of the sabbatical leave is governed by the provisions of Article 19, Conflict of Interest and Outside Activity.

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

Article 23

Salaries

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

A. Merit Increases

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

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

3. 2018- 2019. The University shall provide a pool of funds to each department for increases equal to 2% of the August 7, 2018, in-unit employee salary base to be distributed as set forth in Section 23.1.(A)(4) to all eligible in-unit employees.

4. Eligible employees in 23.1A(1), (2), and (3). are those employees whose most recent performance evaluations are satisfactory and above (a minimum score on the most recent annual evaluation of at least 3.0 on a 5.0 point numerical rating scale). New hires with no evaluation are excluded from this pool as are employees with no evaluation on file within two academic years of full ratification. This pool shall be distributed at the college level. The nominal evaluation ratings on the most recent annual evaluation shall be converted to numerical ratings (if ratings are already in numerical form, then those numbers shall be utilized so long as they are consistent with the 5.0 point scale that follows) with “outstanding” = 5.0; “strong to outstanding” = 4.5; “strong” = 4.0; satisfactory to strong” = 3.5; “satisfactory” = 3.0; “weak to satisfactory” = 2.5; “weak” = 2.0 “unacceptable to weak” = 1.5; and, “unacceptable” = 1.0.

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

   Each employee’s score shall be divided by the total score of the eligible employees in the department. The resulting percentage shall be the employee’s percentage ownership of the department salary pool. The amount received shall be added to the employee’s base salary.

B. Additional Eligibility Requirements.

1. To be eligible for the increase set forth in 23.1A(1), (2), and (3), employees must have been employed on or before August 7, 2016, August 7, 2017 and August 7, 2018 respectively.

2. Employees who are on visiting appointments, temporary appointments or who have received notice of non-reappointment or dismissal or who have resigned with an effective date occurring prior to the effective date of the salary increase described herein are not eligible to receive the increase described in Article 23.1B.

C. Effective Dates.
The effective date of the salary 2016-2017 increase described in Article 23.1.A. shall be as soon as practicable, but no later than six (6) weeks after ratification by the Board of Trustees. The Board of Trustees will vote on ratification of this contract as soon as practicable, but no later than three (3) weeks after UFF ratifies it. The effective date of the salary increases for 2017-2018 and 2018-2019 shall be the first full pay period in September 2107, and 2018 respectively.

23.3 Contract and Grant Funded Increases.
Employees on contracts or grants shall receive salary increases equivalent to similar employees on state funding, provided that such salary increases are permitted by the terms of the contract or grant, the rules of the funding agency, and adequate funds are available for this purpose in the contract or grant.

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

23.5 Salary Adjustments.

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

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

23.6 Report to Employees.
All employees shall receive written notice of their salary increases on the "Appendix E" prior to the implementation of the salary increases described in this Article. Upon request, an employee shall have the opportunity to consult with the person or committee which makes the initial and final recommendation for salary increases.

23.7 Report to UFF.
Written reports shall be provided without cost by USF to the UFF indicating all salary and compensation adjustments and bonuses made on a quarterly basis pursuant to Articles 8.4D, 23.1A, and 23.5 by amount, nature of adjustment, name, rank department and college. The information shall be provided no

later than 45 business days following the close of a quarter.
23.8

A. 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.

B. 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) days of the University's Notice, the parties will meet to bargain in good faith for an alternative salary article.

C. Authority for new salary adjustments described in Article 23.5 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.

D. Increases for tenure and promotion and increases that are committed to prior 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 from those charged to other employees for the use of such facilities);

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

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

(9). University e-mail address.

24.5 Optional Retirement Program.

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

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

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

24.6 Phased Retirement Program.

A. Eligibility.

(1). Employees who have accrued at least six (6) years of creditable service in the Florida or Teachers Retirement System (FRS, TRS) or Optional Retirement Program (ORP), except those employees referenced in Article 24.6(A)(2), are eligible to participate in the Phased Retirement Program. Such eligibility shall expire on the employee's 63rd birthday. Employees who decide to participate must provide written notice to the University of such decision prior to the expiration of their eligibility, or thereafter forfeit such eligibility. Employees who choose to participate must retire with an effective date not later than 180 days, nor less than ninety (90) days, after they submit such written notice, except that when the end of this 180 day period falls within a semester, the period may be extended to no later than the beginning of the subsequent term (semester or summer, as appropriate).

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

B. Program Provisions.

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

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

(3). Re-employment.

a. Prior to re-employment, participants in the Phased Retirement Program must remain off the University payroll for one (1) calendar month following the effective date of retirement in order to validate their retirement, as required by the Florida Division of Retirement. Participants must

comply with the re-employment limitations that apply to the second through twelfth month of retirement, pursuant to the provisions of either the Florida Retirement System (which includes ORP) or the Teachers Retirement System, as appropriate.

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

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

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

(4). Leave for Illness/Injury.

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

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

(5). Personal Non-Medical Leave.

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

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

(6). Re-employment Period.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24.10 Domestic Partner Benefits.
The University will fund a stipend for eligible employees to be used toward the purchase of health insurance for a same or opposite sex domestic partner of an eligible employee. Program details and operation, eligibility criteria, verification of domestic partnership, proof of health insurance coverage, and

stipend amount shall be determined by the University. The costs associated with the administration, operation and stipends shall be paid by the University from legally permissible, non-state funds. The Union may request consultation on program details. The University will implement this program as soon as practicable.

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

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

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

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

Article 25

Payroll Deduction

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

25.1 Deductions.

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

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

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

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

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

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

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

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

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

Article 26

Maintenance of Benefits

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

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

Article 27

Miscellaneous Provisions

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

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

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

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

27.5 Copies of the Agreement. The University shall maintain a copy of the ratified agreement and all supplements to the ratified agreement on the University website, including a listing of the location of the document, and shall provide the website address to new employees hired in an in-unit classification upon hiring. The University shall provide 2000 copies of the Agreement for the use of UFF. The copies of the Agreement shall be provided in one-color compact disc (CD) format, with paper envelope. The University shall order and pay for such CD's and the UFF shall distribute them. If the employee does not receive the website address from the University as part of the hiring process, the employee may obtain same from UFF. UFF may distribute copies of the Agreement to current employees in the unit when the Agreement is ratified. In addition, the University shall provide an electronic copy of the ratified Agreement and all Supplements to UFF.

27.6 Class Titles.

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

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

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

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

Article 28

Severability

In the event that any provision of this Agreement (a) is found to be invalid or unenforceable by final decision of a tribunal of competent jurisdiction, or (b) is rendered invalid by reason of subsequently enacted legislation, or (c) shall have the effect of a loss to the State University System or University of funds, property, or services made available through federal law, or (d) pursuant to Section 447.309(3), Florida Statutes, can take effect only upon the amendment of a law, rule, or regulation and the governmental body having such amendatory powers fails to take appropriate legislative action, then that

provision shall be of no force or effect, but the remainder of the Agreement shall continue in full force and effect. If a provision of this Agreement fails for reason (a), (b), or (c) above, the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision. This Article is not intended to cede authority to any party to invalidate any provision of this Agreement. UFF does not concede to the constitutionality of any subsequently enacted legislation that invalidates a term of this Agreement. The University or the UFF may choose, but neither is obligated, to challenge said legislation.

Article 29

Amendment and Duration

29.1 The Agreement shall be effective on the date ratified by the University Board of Trustees except as otherwise agreed by the parties, and shall remain in effect for a three year period until midnight August 7, 2019. Unless otherwise provided in this Agreement, no Article shall be subject to renegotiation unless both parties mutually agree to do so. Moreover, should the Florida law regarding the State's Performance Salary Systems be amended by the Legislature during the term of this Agreement such that merit base salary eligibility for permanent status employees in changed, the UFF may reopen this Agreement to address those affected employees. This Agreement supersedes the parties 2015-2017 Agreement.

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

29.3 Renegotiations for a successor agreement shall begin no later than October 1, 2018.

Article 30

Definitions

As used in this Agreement, the term:

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

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

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

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

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

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

-- "days" means calendar days.

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

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

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

-- "months" means calendar months.

-- “number”: The singular includes the plural.

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

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

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

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

-- "UFF" means United Faculty of Florida.

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

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

Article 31

Totality of Agreement

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

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

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

IN WITNESS THEREOF, the parties have set their signature this 14th day of October 2016.

FOR THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES

Judy Genshaft
President

FOR THE USF CHAPTER OF THE UNITED FACULTY OF FLORIDA

Arthur Shapiro
President

John Dickinson
Chief Negotiator

Robert Welker
Chief Negotiator

John Dickinson
Kofi Glover
Gerard Solis
John Curran
Donna Keener
Angela Mason
Denelta Adderley-Henry
Olga Joanow

Adrienne Berarducci
Sara Dykins
Steve Permuth
W. S. Lang
Frank Pyrtle
Robert Welker

Appendix A

Position Classifications in the Bargaining Unit

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

9001 - Professor
9002 - Associate Professor
9003 - Assistant Professor
9004 - Instructor
9005 - Lecturer
9006 - Graduate Research Professor
9007 - Distinguished Service Professor
9009 - Eminent Scholar
9016 - University School Professor
9017 - University School Associate Professor
9018 - University School Assistant Professor
9019 - University School Instructor
9053 - University Librarian
9054 - Associate University Librarian
9055 - Assistant University Librarian
9056 - Instructor Librarian
9115 - Coordinator
9120 - Associate in _____
9121 - Assistant in _____
9126 - Program Director
9150 - Curator
9151 - Associate Curator
9152 - Assistant Curator
9153 - Staff Physicist
9160 - Scholar/Scientist/Engineer
9161 - Associate Scholar/Scientist/Engineer
9162 - Assistant Scholar/Scientist/Engineer
9166 - Research Associate
9173 - Counselor/Advisor
9178 - Instructional Specialist
9334 - Specialist, Computer Research
9394 - Coordinator, Cooperative Education
9419 - Coordinator, Research Information
9433 - Specialist, Music

9434 - Psychologist

9435 - Resident Advisor to Students

9460 - Psychiatrist

9462 - Physician

9464 - Physician's Assistant

9490 - Dentist

9495 - Specialist, Student Counseling

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

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

Appendix B

United Faculty of Florida
UFF Dues Check-Off 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, 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.

_____	_____
Date	Employee's Signature
_____	_____
Social Security Number	Name-printed
_____	
Department	

Effective date is later than above: _____

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

Please PRINT complete information where necessary.

Check One

Dr. Mr.

Social Security Number Ms. Mrs. Last Name, First Name

Home Address

Campus Address Department

City, State, Zip Code Office Phone Home Phone

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

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

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

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

Signature of Member Date

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

United Faculty of Florida
UFF-PAC Payroll Deduction Authorization Form

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

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

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

_____ _____
Date Signature of Member

_____
Department

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

Appendix C

University Of South Florida/United Faculty of Florida
Grievance

I. Date (Received by University) _____

Grievant	Step 1 Grievance Representative
Name	Name
College	Mailing Address
Dept.	
Office Phone	Office Phone

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

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

II. Grievance

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

_____
_____
_____

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

Remedy Sought:

(See page 2 for additional requirements)

III. Authorization

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

UFF

Legal Counsel

Myself

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

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

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

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

Appendix D

Notice of Arbitration

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

Name: _____

USF Grievance No: _____

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

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

Date of receipt by Provost's Office: _____

_____
Signature of UFF President

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

_____
Signature of Grievant

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

Appendix E
University of South Florida

2014-2015 Salary Increase Notification

Name: Empl id:

Dept: Dept name:

This notice is provided of your salary increase for the 2014-2015 academic year.

Base salary as of May 6, 2014:

In accordance with provisions of the 2014-2017 USF-UFF Agreement, your merit increase for the 2014-2015 academic year is:

New base salary effective August 15, 2014:

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

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

Appendix F

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

H.1 Exclusive Method

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

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

H.2 Time Limits

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

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

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

H.3 Assignment Dispute Resolution Procedures

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

Within four (4) days of receipt of the ADR Form, the individual responsible for making the assignment shall meet with the employee and discuss the dispute. Within twenty-four (24) hours after this conference, such individual shall complete Part 1 of the ADR Form and deliver it to the employee.

If the employee continues to be aggrieved following the initial conference, the employee shall file the ADR Form, with Part 1 completed, with the Dean or other appropriate administrator no later than four (4) days after the initial conference.

The UFF representative shall schedule a meeting with the Dean or other appropriate administrator to be held no later than four (4) days after filing the ADR Form with the Dean or other appropriate administrator. At this meeting, the employee, the UFF representative, and the Dean or appropriate administrator shall discuss the dispute and attempt to resolve it. Within twenty-four (24) hours after the conclusion of this meeting, the Dean or appropriate administrator shall complete Part 2 of the ADR Form and deliver it to the UFF representative.

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

Within seven (7) days of receipt of the completed ADR Form and other documentation, the President's representative may place a written explanation, brief statement of the University's position, a list of expected witnesses, and other relevant documentation in the employee's ADR File. As soon as practicable thereafter, a copy of all documents placed in the employee's ADR File shall be presented to the UFF representative, who shall place a list of the employee's expected witnesses into the file.

At the time that the completed ADR Form is submitted to the President's representative, the UFF representative shall schedule a meeting with the President's representative for the purpose of selecting a Neutral Umpire from the Neutral Umpire Panel. This meeting shall be scheduled for no later than seven (7) days after filing of the completed ADR Form. Selection of the Neutral Umpire shall be by mutual agreement or by alternatively striking names from the Neutral Umpire Panel list until one name remains. The right of first choice to strike from the list shall be determined by the toss of a coin. The right to strike first shall alternate in any subsequent Neutral Umpire selection.

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

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

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

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

The ADR Meeting shall be conducted as follows:

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

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

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

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

H.4 Neutral Umpire Panel

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

(1). familiarity with academic assignments;

(2). an ability to serve as Neutral Umpire on short notice;

(3). a willingness to serve on the Panel for one academic year; and

(4). acceptability to both the University and the UFF.

The President's representative and the UFF representative are encouraged to select educators from other institutions in the area, fully retired faculty and administrators, and professional mediators and arbitrators, to be on the Neutral Umpire Panel.

Panel membership may be reviewed, at the initiation of the University or the UFF, through written notice provided before the end of the preceding fiscal year.

H.5 Expenses. All fees and costs of the Neutral Umpire shall be borne equally by the University and the UFF.

Appendix G

Memorandum of Understanding - Article 14 – Promotions

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

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

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

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

NOW THEREFORE, the parties agree as follows:

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

UNITED FACULTY OF FLORIDA USF BOARD OF TRUSTEES

Exclusive Assignment Dispute Resolution Form
PART 1: Statement of Dispute

Employee's Name | Department

Employee's Address | Person Making Assignment

Date Assignment Made | Beginning Date of Assignment

I believe the assignment was arbitrarily or unreasonably imposed because:

Employee's Signature | UFF Representative's Signature

Date Filed | Date of Meeting

The assignment was not arbitrarily or unreasonably imposed:

The disputed assignment has been resolved:

Person making the assignment | Date of Decision

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

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

PART 2: Decision of Dean or Appropriate Administrator

Date Filed with Dean/Administrator | Date of Conference

The assignment was not arbitrarily or unreasonably imposed:

The disputed assignment has been resolved in the following manner:

Dean or appropriate administrator	Date of Decision

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

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

Employee's Name	Date of Receipt by President's Representative
UFF Representative	Receipt Acknowledged by President's Representative

PART 4: Neutral Umpire's Decision

The disputed assignment was _____/was not _____ arbitrarily or unreasonably imposed.

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

Suggested Remedy (Optional):

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