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# **PROPOSED AGREEMENT**

**BETWEEN THE**

**UNITED FACULTY OF FLORIDA**

**AND THE**

**FLORIDA STATE  
UNIVERSITY SYSTEM  
BOARD OF REGENTS**

**1988-1991**

**FOR RATIFICATION VOTE  
JULY 25, 1988**

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**UFF  
FTP•NEA**

**This copy provided compliments of  
THE UNITED FACULTY OF FLORIDA**

# A Message from the President

Dear Colleague,

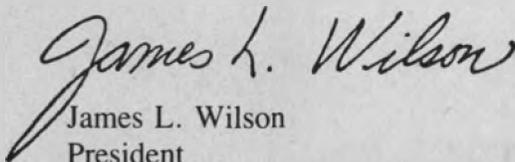
The tentative Agreement between the United Faculty of Florida and the Board of Regents culminates a twelve-year effort to provide faculty and professional employees in the State University System with competitive salaries, substantial benefits, and acceptable conditions of employment. The Agreement is also a foundation upon which we will build — build excellent salaries and fringe benefit programs; build a safe and attractive work place; and build a contractual commitment to faculty rights.

On your behalf, I especially thank Phil Shepherd of FIU, our Chief Negotiator, and the members of the bargaining team: Norish Adams, FAMU; Kris Anderson, FAU; Charlie Hall, FIU; Martin Roeder, FSU; Phyllis Hudson, UCF; Ralph Selfridge, UF; DeLos Carroll, USF; and, Peggy Toifel, UWF. The selfless dedication of our negotiators has enabled us to secure an Agreement that protects **your** current rights and benefits. Further, the proposed Agreement initiates a pretax benefits program that should expand to provide you with a flexible benefits package in the near future. Major improvements in contract language and provisions were negotiated.

**I recommend that you vote for this Agreement.** With your continued support, UFF will be able to articulate **your** concerns, represent **your** interests, and ensure that **your** needs are recognized and addressed. Your support for UFF was an essential ingredient in our effort to advocate and secure contract enhancements.

Thank you for your guidance and help.

Sincerely yours,



James L. Wilson  
President  
United Faculty of Florida

# SUS Bargaining Council Vice-President Endorses Proposed Contract

Dear Colleague,

During this past academic year, September through May, the UFF Bargaining Team conducted negotiations with representatives of the Board of Regents (BOR). They carefully reviewed all sections of the 1984-88 Collective Bargaining Agreement to up-date and improve the Agreement. Steady progress continued until several salary and other critical issues seemed impossible to resolve and a breakdown in negotiations became an imminent possibility.

Impasse was avoided, however, due, in large part, to the coordinated efforts and a show of unity by units of UFF. The Bargaining Team had its goals and objectives constantly in mind and operational. The UFF Senate showed unity and political clout in attacking BOR proposals that would lead to bad, racist outcomes. And a small core of volunteer, legislature-watchers kept UFF informed regarding the progress of certain bills and committee activities. From these efforts the Bargaining Team and the leadership of UFF are submitting herewith the Proposed 1988-91 Collective Bargaining Agreement for your study and ratification.

While holding firm to previously gained Agreement provisions, the following features commend the new Agreement to you for your consideration and endorsement as members of the SUS Bargaining Unit:

— The 6.5% salary increase package approved by the Legislature which represents a real salary increase exceeding the cost of living by approximately 2.5%.

The bargained 6.0% increases\* include:

✓ Across-the-Board	2.65%
✓ Minimum Salary Schedule	.12%
✓ Merit	1.20%
Discretionary	<u>2.03%</u>
TOTAL	6.00%

\*It is hoped that the additional 0.5% provided by the Legislature will be allocated to reflect proportions for Across-the-Board and Minimum Salary Increases.

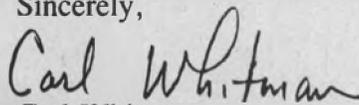
— Improvements in the terms and conditions of employment in the areas of Academic Freedom, Leave, Conflict of Interest, Copyrights, and Layoff.

— New provisions for minimum salaries by ranks which establish the principle of minimums, although the floors are low.

— Progress toward obtaining free college tuition for spouses and children as specified in provisions to reopen negotiations on this topic in October 1988.

We are all indebted to Phil Shepherd, Chief Negotiator, and the whole UFF-SUS Bargaining Team for their expert and dedicated service. I believe the 1988-1991 Collective Bargaining Agreement is one that we can endorse for the on going and improved procedural protections which it provides faculty as we strive to improve higher education in Florida. I heartily recommend ratification by the membership of the 1988-1991 Collective Bargaining Agreement.

Sincerely,



Carl Whitman

Vice-President

UFF-SUS Bargaining Council

# UFF Bargaining Team Unanimously Recommends Ratification

Following over six months of difficult bargaining, negotiators for UFF and the BOR have reached agreement on a revised contract. All 32 articles plus various appendices were open for renegotiation. The new contract, if ratified, will remain in effect for the next three years. Articles concerning salaries and fringe benefits will be renegotiated each year and several other articles will be reopened by mutual agreement, next year and the following year.

The revised 1988-91 agreement represents the UFF bargaining team's best efforts to express the major concerns of faculty and professional employees of the State University System and win recognition of them at the bargaining table. We began the long, hard process by soliciting the views of bargaining unit members last year through questionnaires, meetings with grievance representatives, the discussions and guidance of the UFF-SUS Bargaining Council of elected UFF Senators, as well as conversations, letters and consultations with individuals members of the unit from all nine universities around the State.

This enabled the bargaining team to bring to the table a wide variety of innovative and potentially beneficial proposals for the unit. Some of these proposals were accepted, others were modified and still others were eventually rejected. Collective bargaining is an incremental process in which neither side wins all nor loses all. Of these proposals which bore fruit, we believe we have fashioned a new contract that represents considerable progress towards UFF goals.

The proposed new contract builds on the strengths of previous agreements and contains significant new contractual guarantees. There are literally dozens of important substantive changes from the 1985 contract, the vast majority of them beneficial improvements for our bargaining unit.

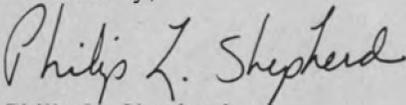
Although I strongly recommend that you read the new contract carefully, some of the highlights are the following: (1) A significant broadening of the protections for academic freedom; (2) New rules on the use of new instructional technologies; (3) Improved protection and rules to be followed in the event of layoff; (4) Significantly modified contract language that keeps pace with the difficult and quickly changing areas of copyrights, patents and conflicts of interest; (5) Increased flexibility in sabbaticals and professional development leaves; and (6) New Assignment Dispute Resolution procedures in Appendix H designed to speed resolution of such conflicts.

In salaries and fringe benefits, UFF negotiators and political action people were quite successful this year. The proposed agreement contains a healthy average raise package of 6 percent, well ahead of inflation. The Legislature provided another one-half percent in discretionary funds, for a total average pay hike of 6.5%. The bargaining team continued its strong emphasis on across-the-board raises (nearly one-half the total raise this year and higher than the discretionary portion). We also won a minimum salary package for ranked faculty and librarians, a longstanding UFF objective.

Among other benefits, the proposed contract also contains two new fringe benefit initiatives that promise to improve both the quality and the quantity of benefits. The first is a pre-tax/flexible spending account benefits package which will allow unit employees and the State to make benefit resources go further. This will eventually permit employees to avoid duplication and choose a wider variety of benefits. Secondly, we have agreed to examine the feasibility of providing a plan for tuition waivers for spouses and children, similar to those offered elsewhere.

The experience, firm resolve and dedication of our negotiations, plus astute political action won considerable gains in the proposed new contract. The bargaining team urges you to ratify these gains by voting YES on July 25.

In solidarity,



Philip L. Shepherd  
Chief Negotiator  
UFF-SUS Bargaining Council



# UNIT MEMBERS VOTE ON CONTRACT

## SAMPLE BALLOT

<p>Do you wish to ratify the proposed agreement?</p> <p>_____ YES                      _____ NO</p>
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Ballots will be available at the polling place. If you cannot be present on Monday, July 25, 1988, cut out the ballot printed above (a photocopy is acceptable) and follow these procedures:

Mark your ballot.

Place the marked ballot in an envelope and seal the envelope. **Do not mark on this envelope in any way.**

Place this sealed envelope with your ballot in it in a larger envelope.

Seal the larger envelope and sign it across the back flap.

Print your name and university in the return address area of the larger envelope.

Return your ballot to the chapter president on your campus prior to July 25, 1988, or mail it to UFF, 213 South Adams Street, Tallahassee, FL 32301. The ballot must be **received** in the UFF Office in Tallahassee by July 25, 1988. Your ballot will be counted only after your name has been checked with the master list to determine that you have not voted at the polls.

**FAILURE TO FOLLOW THESE INSTRUCTIONS EXACTLY WILL RESULT ON VOIDING THE BALLOT.**

This is an unofficial copy of the Agreement and is, to the best ability of the parties, a true and accurate account of changes agreed to at the bargaining table by the bargaining teams. The official text of the contract will, according to the Agreement, be printed by the Board of Regents after ratification and signing of the document and be distributed to all members of the bargaining unit by UFF. **Retain this copy until you receive the official text next fall.** (Extra copies are available from your UFF Chapter office.)

**PREAMBLE**

**ARTICLE 1. RECOGNITION**

**ARTICLE 2. CONSULTATION**

2.1 Consultation with Chancellor. Meetings between the Chancellor and/or designated representatives and up to ten representatives of UFF, or such other number as the parties may agree, shall from time to time be held, upon the advance request of either party, to discuss matters pertinent to the implementation or administration of this Agreement or any other mutually agreeable matters. Actions by the Board or its representatives affecting any other terms and conditions of employment of employees may also be raised in consultation with the Chancellor and/or designated representatives. The meetings shall be held on a mutually convenient date in Tallahassee unless the parties agree to another location and shall be scheduled once each 90 days or more frequently as the parties may agree. The parties shall submit to each other a written list of agenda items no less than one week in advance of the meeting. The parties understand and agree that such meetings shall not constitute or be used for the purpose of negotiations.

2.2 Consultation with Presidents. The Presidents or their representatives on each campus shall meet locally with UFF Chapter representatives to discuss matters pertinent to the implementation or administration of this Agreement, university actions affecting terms and conditions of employment unique to the university, or any other mutually agreeable matters according to the procedure described in 2.1, above. Such meetings shall occur not more than once per semester in the academic year and once during the summer term unless the parties agree to meet more frequently.

2.3 Affirmative Action Reports. The UFF chapter, through its President, shall be provided without cost a copy of all university affirmative action programs and university, college, and departmental affirmative actions reports.

**ARTICLE 3. UFF PRIVILEGES**

3.1 Use of Facilities and Services. Subject to the rules of the Board and its representatives, UFF shall have the right to use university facilities at each university 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 System staff council, direct support organizations, the United Faculty of Florida, etc.

3.2 Bulletin Boards. 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 UFF university 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 President or representatives after having been posted for a period of 30 days. In addition, such bulletin boards may not be used for election campaigns for public office or exclusive collective bargaining representation.

3.3 Leave of Absence — Union Activity.

(a) At the written request of UFF, provided no later than May 15th 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 18 employees designated by 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 nine employees for the entire summer term, upon written request by UFF provided no later than March 15th of the preceding academic year. Upon the failure of UFF to provide the Board or its representatives with a list of designees by the specified deadlines, the Board or its representatives may refuse to honor any of the requests which were submitted late.

(b) No more than three employees from any university, nor more than one employee per 15 employees per department or comparable academic or administrative unit, need be granted such leave at any one time.

(c) UFF shall reimburse the university for the employee's salary, fringe benefits, and retirement.

(d) Employees on full-time leave under this paragraph shall be eligible to receive salary increases in accordance with the provisions of Article 17.10. 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) Beginning with the 1985-86 academic year, an employee who has been granted leave under this Article for two consecutive academic years shall not again be eligible for such leave until two consecutive academic years have elapsed following the end of the leave. Four employees, designated by UFF, shall be exempt from the provisions of this subsection. Other exceptions may be granted at the discretion of the Board or its representatives, upon prior written request by UFF.

(f) The university or the Board shall not be liable for the acts or omissions of said employees during the leave and UFF shall hold the university and 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 Board agrees to provide a total of 34 units of released time per semester of the academic year to full-time employees designated by UFF for the purpose of carrying out UFF's obligations in representing employees and administering this Agreement. UFF may designate employees to receive released time during the academic year, subject to the following conditions:

(1) A maximum of seven released time units per semester may be granted to employees at any one university, provided, however, that no more than a total of five employees per university shall be granted released time per semester.

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

UFF shall provide the Board or its representatives with a list of requested designees for the academic year no later than May 15th of the preceding

**CHANGES: WHAT'S NEW IN THE NEW THREE-YEAR CONTRACT**

*Changes refer to the 1985-88 Collective Bargaining Agreement between the United Faculty of Florida and the Board of Regents, unless otherwise noted. Major changes are marked with an asterisk (\*).*

**PREAMBLE**

Unchanged

**Article 1  
RECOGNITION**

Sections titled. No changes.

**Article 2  
CONSULTATION**

Sections titled.

**Article 3**

**UFF PRIVILEGES**

Sections titled.

**Section 3.1** Delete "career service"; reword as above.

\* **Section 3.4** Extensive changes in release time: add "full-time"; eight to seven units; rules changed in (a)(1)(f) and (g) for 1988-89/1989-90 and 1990-91 academic years, as above; only one per university in summer, as above.

academic year. Upon approval of the designees by the Board or its representatives, the designees shall serve for one full academic year (fall and spring semesters). Substitutions for the spring semester may be made upon written notification submitted by UFF to the Board or its representatives no later than October 15th.

(b) A "unit" of released time shall consist of a reduction in teaching load of one course per semester for instructional employees or, for nonteaching employees, a reduction in workload of ten hours per week. Two units shall consist of a reduction in teaching load of two courses per semester for instructional employees or, for nonteaching employees, a reduction in workload of 20 hours per week.

(c) Released time shall not be used for purposes of lobbying or other political representation. Leave for such purposes may be purchased by UFF pursuant to Article 3.3.

(d) Employees who are on leave of any kind, other than leave pursuant to Article 3.3, shall not be eligible to receive released time.

(e) Upon the failure of UFF to provide a list of designees by the specified deadlines, the Board or its representatives may refuse to honor any of the released time requests which were submitted late. Substitutions submitted after the October 15th deadline shall be allowed in the discretion of the Board or its representatives.

(f) The following provision shall be effective during the 1988-89 and 1989-90 academic years. Beginning with the 1985-86 academic year, an employee who has been granted released time for two consecutive academic years shall not again be eligible for released time until two academic years have elapsed following the end of the second academic year in which such released time was granted. Nine employees, designated by UFF, shall be exempt from the provisions of this subsection.

(g) The following provision shall be effective for released time granted for the 1990-91 academic year.

An employee who has been granted released time for either or both semesters during four consecutive academic years, beginning with the 1986-87 academic year, shall not again be eligible for released time until two academic years have elapsed following the end of the fourth academic year in which such released time was granted.

As an exception to this limitation, three employees designated by UFF shall be eligible for released time for responsibilities at the System level for one additional year. These employees shall not again be eligible for released time until two academic years have elapsed following the end of the fifth academic year of released time. These employees shall be identified by UFF no later than May 15 of the preceding academic year; substitutions may be approved by the Board at its discretion.

(h) 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 universities in making personnel decisions.

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

(j) UFF may designate a total of nine employees systemwide, one per university, to receive one unit, and a total of two employees systemwide, one per university, to receive two units, of released time during the entire summer term. UFF shall provide the Board or its representatives with a list of requested designees no later than April 7th of the academic year preceding the summer term. Summer released time shall be subject to the following conditions:

(1) No more than one employee per 15 employees per department or comparable academic or administrative unit may be granted summer released time, nor may any employee be granted more than two units of released time.

(2) All other provisions contained in Article 3.4, except 3.4(a), shall apply to summer released time.

#### ARTICLE 4. RESERVED RIGHTS

#### ARTICLE 5. ACADEMIC FREEDOM AND RESPONSIBILITY

5.1 Policy. It is the policy of the Board and UFF to maintain and encourage full academic freedom. Academic freedom and responsibility are essential to the full development of a true university and apply to teaching, research, and creative activities. An employee engaged in such activities shall be free to cultivate a spirit of inquiry and scholarly criticism and to examine ideas in an atmosphere of freedom and confidence.

5.2 Teaching and Research. Consistent with the exercise of academic responsibility, employees shall have freedom to present and discuss their own academic subjects, frankly and forthrightly, without fear of censorship, and to select instructional materials and determine grades in accordance with university and Board policies. Objective and skillful exposition of such subject matter, including the acknowledgement of a variety of scholarly opinions, is the duty of every such employee. Employees shall also be free to engage in scholarly and creative activity and publish the results in a manner consistent with their professional obligations.

5.3 Academic Responsibility. Academic freedom is accompanied by the corresponding responsibility to indicate when appropriate that one is not an institutional representative unless specifically authorized as such.

#### ARTICLE 6. NONDISCRIMINATION

6.1 Statement of Intent. The parties, in negotiating this Agreement, and separately in documents such as affirmative action plans, have recognized the obligations imposed upon them by the Civil Rights Act of 1964, Section 110.112(5) of the Florida Statutes (1987), and by other federal and State laws, rules, and regulations prohibiting discrimination, including those prohibiting sexual harassment\*, and have made clear their support for the concepts of affirmative action and equal employment opportunity. They desire to assure equal employment opportunities within the SUS and recognize that the purpose of affirmative action is to provide equal opportunity to women, minorities, and other affected groups to achieve equality in the SUS. 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 intended to be subject to Article 20, Grievance Procedure.

\* Section 5.2 Delete first phrase ["A similar atmosphere,"] etc.. Delete "to whom such teaching is assigned" and "in the classroom." Reword as above.

#### Article 4 RESERVED RIGHTS

Sections titled. No changes.

#### Article 5 (Retitled) ACADEMIC FREEDOM AND RESPONSIBILITY

Sections titled and completely rewritten.

\* Section 5.1 Move first sentence on policy from below and delete "to whom such activities are assigned."

#### Article 6 NONDISCRIMINATION

Sections titled.

Section 6.1 Footnote on sexual harassment added.

6.2 Policy. Neither the Board nor UFF shall discriminate against any employee based upon race, color, sex, religious creed, national origin, age, veteran status, handicap, political affiliation, or marital status, nor shall the Board or UFF abridge any rights of employees related to union activity granted under Chapter 447, Florida Statutes (1987). Claims of such discrimination by the Board or its representatives may be presented as grievances pursuant to Article 20, Grievance Procedure. It is the intent of the parties that matters which may be presented as grievances under Article 20, Grievance Procedure, be so presented and resolved thereunder instead of using other procedures. The UFF agrees not to process cases arising under this Article when alternate procedures to Article 20 are initiated by the grievant.

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 (1987); provided, however, that a 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, the parties agree to discuss efforts made to appoint and retain women and minority employees.

\* The United States Supreme Court on June 19, 1986, in Meritor Savings Bank v. Vinson, approved the following EEOC definition of sexual harassment (29 CFR 1604.11a): 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.

## ARTICLE 7. MINUTES, RULES AND BUDGETS

### ARTICLE 8. APPOINTMENT

8.1 Policy. The Board 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 Board shall, through the universities, (a) advertise such appointment vacancies, receive applications and screen candidates therefor, 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 throughout the State University System as specified in the position vacancy announcement system. Copies of the position vacancy announcements shall be posted in a public place in each building where employees have offices. Specific locations may be designated pursuant to Article 2, Consultation. The advertisement shall include the qualifications for the positions. 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. All employees who are candidates for new and vacant positions shall be advised of the salaries of employees in the department or equivalent unit, or of salaries of university employees in the same job classification, as appropriate, prior to the

negotiation of the candidate's initial salary. Prior to making the decision to hire a candidate to fill a bargaining unit vacancy, the appropriate administrator shall consider recommendations which may have been provided through the collegial system of shared governance.

8.3 Employment Contract. All appointments shall be made on a standard SUS employment contract and signed by the university President or representative and the employee. The university may enclose informational addenda, except that such addenda may not abridge the employee's rights or benefits provided in this Agreement. All academic year and calendar year appointments for employees at a university shall begin on the same date. The SUS standard employment contract shall contain the following elements.

- (a) Date;
  - (b) Professional Classification System title, class code, rank, and appointment status;
  - (c) Employment unit (e.g., department, college, institute, area, center, etc.);
  - (d) The length of the appointment;
  - (e) Special conditions of employment;
  - (f) 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);
  - (g) 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;
  - (h) The following statement, if the appointment is not subject to the notice provisions of Article 12.1: "Your employment hereunder will cease on the date indicated. No further notice of cessation of employment is required.";
  - (i) A statement that the appointment is subject to the Constitution and laws of the State of Florida and the United States, the rules of the Board and the University, and this Agreement;
  - (j) Percent of full-time effort (FTE) assigned;
  - (k) Salary rate;
  - (l) The minimum salary, if any, for the rank or job classification;
  - (m) The statement: "The BOR-UFF Collective Bargaining Agreement (Article 6) prohibits discrimination against any employee based upon race, color, sex, religious creed, national origin, age, veteran status, handicap, political affiliation, marital status, or employee rights related to union activity as granted under Chapter 447, Florida Statutes. Claims of such discrimination by the Board or its representatives may be presented as grievances pursuant to Article 20, Grievance Procedure"; and
  - (n) A statement informing the employee of the obligation to report outside activity/conflict of interest under the provisions of Article 19 of the Agreement; and
  - (o) Principal place of employment.
- 8.4 Change in Calendar Year/Academic Year Appointment.
- (a) Calendar Year.
    - (1) Employees currently serving on twelve-month (calendar year) appointments may request to be assigned to nine-month (academic year)

**Section 6.2** Add "related to union activity."

**Section 6.3** Delete "the documents described in Article 11.8" and add new phrase ["for records which are exempt,"] etc. as above.

**Section 6.4** Delete phrase "the Board or its representatives, and the universities or their representatives." Add "parties agree" and "appoint and," as above.

### Article 7

#### MINUTES, RULES AND BUDGETS

No substantive changes; strike redundant phrase "of the SUS."

### Article 8 APPOINTMENT

Sections titled.

**Section 8.2** Change "should" to "shall"; change "made" to "provided" in last sentence.

**Section 8.3** Strike "and regulations" and add "and the university." Delete "optional" and add "conflict of interest," as above. Add "principal place of employment" (O).

**Section 8.4** Delete last line and add "The President or representative," etc., as above. Delete "A different salary and adjustment percent," etc.

appointments, or to annual leave accruing appointments of less than 12 months but more than nine months. The President or representative shall carefully consider such requests, although staffing considerations and other relevant university needs may prevent their being granted.

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

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

(b) Academic Year.

(1) Employees currently serving on academic year appointments may request to be assigned to calendar year appointments.

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

8.5 Academic Year Appointments. Employees on academic year appointments shall normally be appointed for an academic year consisting of a fall and spring semester totaling 39 contiguous weeks, unless the employee and the university agree to an alternative 39 weeks appointment. The period for instruction shall not exceed an average of 75 days per semester and the period for testing, advisement, and other scheduled assignments shall not exceed an average of ten days per semester. Within each semester, activities referred to above shall be scheduled during contiguous weeks with the exception of the spring break, if any.

8.6 Supplemental Appointments.

(a) Policy. Available supplemental appointments shall be offered equitably and as appropriate to qualified employees, not later than five weeks prior to the beginning of the appointment, if practicable, in accordance with written criteria. The criteria shall be posted in each department or equivalent unit.

(b) Compensation.

(1) An employee shall receive approximately the same total salary for teaching a course during a supplemental appointment as the employee received for teaching the same course, or a course similar in length and content, during the academic year, regardless of the length of the supplemental appointment.

(2) Salary for a supplemental appointment shall be computed in accordance with the following formulae:

$$(a) \text{ FTE for Supplemental Appointment} = \frac{\text{FTE for Semester Instructional** X No. of Weeks in Supplemental Appointment}}{\text{No. of Weeks (19.5) in Semester Appointment}} + \text{FTE for Research and Service Assigned During Supplemental Appointment}$$

$$(b) \text{ Salary for Supplemental Appointment} = \frac{\text{Biweekly Salary rate During Semester Appointment X FTE for Supplemental Appointment X Number of Pay Periods In Supplemental Appointment}}{\text{Number of Pay Periods In Supplemental Appointment}}$$

\*\* The instructional FTE refers to the percentage assignment for the same course or courses similar in length and content taught during a regular semester in the preceding academic year. If the instructional assignment in the supplemental appointment is for instructional duties different from those existing during a semester, an appropriate FTE, as determined by the university, will be assigned to such duties.

Examples (based on a \$24,000 AY salary or \$12,000 per semester):

Weeks in Appt.	Sample FTE for Assigned Instruc. Duty	Biweekly Salary Rate	Number of Pay Periods	Total Salary for Instruction
19.5	.333	\$1231	9.75	\$3997
13.0	.500	1231	6.50	4001
10.0	.650	1231	5.00	4001
8.0	.812	1231	4.00	3998
6.5	1.000	1231	3.25	4001
<hr/>				
19.5	.300	\$1231	9.75	\$3601
13.0	.450	1231	6.50	3601
10.0	.585	1231	5.00	3601
8.0	.731	1231	4.00	3599
6.5	.900	1231	3.25	3601
<hr/>				
19.5	.250	\$1231	9.75	\$3001
13.0	.375	1231	6.50	3001
10.0	.488	1231	5.00	3004
8.0	.609	1231	4.00	2999
6.5	.750	1231	3.25	3001
5.0	.975	1231	2.50	3001

(c) Assignment.

(1) The instructional assignment shall include the normal activities related to such an assignment as defined by the department and the nature of the course, such as examinations, advisement and counseling, course preparation, minor curriculum development, and minor committee activities.

(2) Where the instructional portion of a supplemental assignment

Section 8.5 Delete "A different salary adjustment percent," etc.  
 Section 8.6 Strike obsolete reference "which may exist...by February 1, 1986."

immediately follows the academic year appointment, the employee may be asked to perform reasonable and necessary noninstructional duties related to the supplemental assignment prior to the conclusion of the academic year appointment.

(3) Research or service duties assigned for a supplemental appointment need not be allocated according to the same FTE equivalent as during the academic year, provided that any reduction in FTE corresponds to an appropriate reduction in assigned duties. During a supplemental appointment, an employee's assignment shall not exceed 1.0 FTE.

(4) All supplemental appointments shall be made in accordance with @ 240.243, F.S. (the "twelve hour law").

8.7 Developmental Research School Appointment. The year of service for employees in developmental research schools shall be 190-196 days of service.

8.8 Overload. Overload shall be defined as any instructional duties in an extension or continuing education activity in excess of a full appointment. Available overload appointments shall be offered equitably and as appropriate to qualified employees in sufficient time to allow voluntary acceptance or rejection.

8.9 Visiting Appointments. Visiting appointments shall extend for no more than three years, except that such appointments may be extended due to special circumstances as determined by the university.

8.10 Adjuncts. The use of adjuncts at a university shall, upon the request of UFF chapter representatives, be a subject of consultation under the provisions of Article 2.1 and 2.2.

## 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. Employees shall not be penalized for making such appropriate determinations, in consultation with their supervisors.

### 9.2 Annual Assignment.

(a) 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 and responsibilities in teaching, research and other creative activities, service, and of any other specific duties and responsibilities assigned for that year.

(b) Each employee earning eligibility for tenure or promotion shall be given assignments which provide equitable opportunities, in relation to other employees in the same department, to meet the required criteria for promotion and tenure.

(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. In no event shall the period under consideration be less than four years. The rights contained in this paragraph shall not apply to assignments made for the 1978-79 academic year or earlier.

(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.

(3) Prior service credit shall not be counted in computing the periods described in 9.3(b)(1) and (2).

(4) If an arbitrator determines that the employee was not provided an "equitable opportunity" as described in this section, the arbitrator may award additional employment requiring 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".

9.3 Notice of Assignment. Except for an assignment made at the beginning of an employee's employment, the person responsible for making an assignment shall contact the employee prior to making the final written assignment. The assignment shall be communicated to employees no later than six weeks in advance of its starting date, if practicable. Such contact shall also take place prior to changes which become necessary in an assignment, and such changes shall be specified in writing.

### 9.4 Considerations in Assignment.

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

(1) the employee's qualifications, including professional training, experience and preferences;

(2) 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 use of new technology, and the availability and adequacy of materials and equipment, secretarial services, student assistants, and other support services needed to perform the assignments; and

(3) the opportunity to fulfill applicable criteria for tenure, promotion, and merit salary increases.

(b) The Board and UFF recognize that, while the Legislature has described the minimum full academic assignment in terms of 12 contact hours or equivalent research and service, the professional obligation undertaken by a faculty member may properly be broader than that minimum. In like manner, the professional obligation of other professional employees is not easily susceptible of quantification. The Board, acting through its representatives, 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.

(c) Furthermore, the Board or representative 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.

(d) 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

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## Article 9

### ASSIGNMENT OF RESPONSIBILITIES

Sections titled.

**Section 9.2** Delete current Section 9.2 on Long-Term Expectations and replace with current Section 9.3.

**Section 9.3** Change "should" to "shall."

**Section 9.4** Reorganization of material on conference from current Section 9.3.

Appendix "H" of this Agreement, which shall be the exclusive method for resolving such disputes.

#### 9.5 Place of Employment.

(a) Principal. Each employee shall be assigned one principal place of employment, as stated on the standard employment contract. Where possible, 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 9.4, above.

(b) Secondary. Each employee, where possible, shall be given at least 90 days written notice of assignment to a secondary place of employment more than 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 and rules and regulations having the force and effect of law.

9.6 Teaching Schedule. It is desirable that teaching schedules be established 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 hours.

9.7 Equipment. When special equipment is required for classes, it is desirable that there be sufficient equipment to accommodate the students assigned thereto. The Board and 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 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 17.2 regarding schedule adjustment for holiday assignment.

#### 9.9 Instructional Technology.

(a) The State University System of Florida recognizes the increasing use of new technology, such as videotapes and computer software, to support teaching and learning and to enhance the fundamental relationship between employee and student.

(b) In order that this technology be used to the maximum mutual benefit of the university and the employee, the State University System shall develop written policies, subject to consultation with UFF, that provide for such use. In general, these policies shall include, but not be limited to, consideration of how technology is to be applied to instruction, and employment issues regarding employee involvement in such application.

(c) Specifically, the State University System shall consider the application of telecourses, live television instruction, video-taped classroom instruction, and instructional software and other similar materials for individual learning. In each of these areas, the following considerations shall be addressed:

- (1) A method of course selection and presentation that meets the needs of the employee, the department, and the college;
- (2) An appropriate level of production standards and product delivery;
- (3) Procedures for revision of materials; and
- (4) Procedures for the retention, use, re-use, and long-term control of materials.

(d) The State University System shall consider the following employment issues regarding employee involvement in applying technology to instruction:

- (1) The recognition and evaluation of employee preparation and revision of instructional media for purposes of assignment, promotion, and tenure.
- (2) The recognition and compensation of employee preparation, revision, and use of instructional media and courses, or employee effort associated with such use, both internally by means of recognition within assigned workload, overload, or increased personnel assistance, and/or through external compensation.
- (3) The disclosure of any employee-developed materials and the determination of the proprietary rights of the State University System in the materials as governed by applicable laws, rules, collective bargaining agreements, and university policies and procedures. The university shall assess the relative equities of the employee and the university in the work in accordance with Article 18 and provide to the employee a share of any proceeds received from the sale or use of such materials or courses as may be appropriate.

(e) The Board shall negotiate with UFF regarding the impact of instructional technology, including the policies contained in Article 9.9, on terms and conditions of employment.

9.10 Library Staffing. Staffing for SUS Libraries is based on the "new Washington Formula." The Board is committed to funding a percentage of the staffing needs as defined by the formula. The Board or its representative shall, through the consultation process provided in Article 2.1, provide UFF with a report of the progress made toward the achievement of the stated goals of the Washington formula as requested but no more than once each year. Upon request, this report shall be the subject of consultation, as provided in Article 2.2.

### ARTICLE 10. ANNUAL EMPLOYEE PERFORMANCE EVALUATION

10.1 Policy. The performance of employees, other than those who have received notice of nonreappointment under Article 12.1 or those not entitled to receive notice of nonreappointment under Article 12.1, shall be evaluated at least once annually and they shall be advised of the academic term during which such annual evaluation will be made. Personnel decisions shall take such annual evaluations into account, provided that personnel decisions need not be based solely on written employee performance evaluations.

10.2 Observation/Visitation. The employee, if assigned teaching duties, shall be notified at least two weeks in advance of the date, time, and place of any direct classroom observation or visitation made in connection with the employee's annual

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\* Section 9.5 Major additions, reword and reformat as above. New rules on notice and conferences for principal and secondary places of employment.

\* Section 9.9 Delete paragraph on joint UFF/BOR committee. Extensive new language as above.

Section 9.10 Delete "like the State of Washington," add "as requested but no more than" and add new last sentence "Upon request, this report," etc.

**Article 10**  
**ANNUAL EMPLOYEE PERFORMANCE EVALUATION**  
Sections titled.

Section 10.2 Alternative observation procedure added (last sentence), as above.

evaluation. Alternatively, if such classroom observation or visitation will be made, the employee shall be notified at least two weeks in advance of the period (for example, a semester) over which no less than two observations will be made.

10.3 Procedures. The evaluation shall be in writing and the employee shall be offered the opportunity to discuss the evaluation with the evaluator prior to it being 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 made available to the employee.

10.4 Supervisory Responsibilities. 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.

10.5 Criteria. The annual performance evaluation shall be based upon assigned duties, and shall take into account 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, and adherence to accepted standards of professional behavior in meeting responsibilities to students.

(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) Service that is related to and furthers the mission of the university, including service on departmental, college, and university committees, councils, and senates; service in appropriate professional organizations; participation in professional meetings, symposia, conferences, workshops; service on local, State, and national governmental boards, agencies and commissions; and service to public schools. Evaluation of service shall include consideration of contribution to:

- (1) the orderly and effective functioning of the employee's academic unit (program, department, school, college) and/or the total university;
- (2) the university community;
- (3) the local, State, regional, and national communities, and scholarly and professional associations; and
- (4) the development or revision of curriculum, course structure, or other elements of the professional obligation, as a result of changes in calendar.

(d) Other assigned university duties, such as advising, counseling, and

supervision of interns, or as described in a Position Description, if any, of the position held by the employee.

(e) Such other responsibilities as may be appropriate to the assignment.

10.6 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 240.246, Florida Statutes, and Board of Regents rule 6C-5.120, 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 "220" or above on the Test of Spoken English, or "3" or above on the Foreign Service Institute Language Proficiency Interview.)

(b) Faculty who score within a specified range on an examination established by statute and rule cited above for testing oral English language skills ("190-210" on the Test of Spoken English or "2+" on the Foreign Service Institute Language Proficiency Interview), may continue to be involved in classroom instruction up to one 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 semester.

(c) Faculty who score below a minimum score on an examination established by statute and rule for determining proficiency in oral English (currently "190" on the Test of Spoken English or "2+" on the Foreign Service Institute Language Proficiency Interview) 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 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 or more administrations of a test to determine proficiency in oral English

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**Section 10.3** Add "and dated."

**Section 10.4** Add "Upon written request from the employee" and "major," as above.

language skills is necessary, in accordance with statute and rule and this section, the university shall pay the expenses for up to two administrations of the test. The faculty member shall pay for additional testing that may be necessary.

10.7 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 annual evaluation process described in this Article.

#### ARTICLE 11. EVALUATION FILE

11.1 Policy. There shall be one evaluation file containing a dated copy of all documents used in the evaluation process, other than evaluation for tenure and promotion. When evaluations and other personnel decisions are made, other than for tenure and promotion, the only documents which may be used are those contained in that file. Employees shall be notified, upon request, of the location of the evaluation file and the identity of the custodian. A notice specifying the location of the evaluation file shall be posted in each department or comparable unit.

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

11.4 Use of Evaluative Materials. In the event a grievance is filed, university, Board 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. No anonymous material shall be placed in an evaluation file, except for student evaluations which are part of a regular evaluation procedure of classroom instruction.

11.6 Peer Committee Evaluations. Evaluative materials, or summaries thereof, prepared by peer committees as part of a regular evaluation system may be placed in an evaluation file when signed by a representative of the committee.

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 Confidentiality. Except as noted above, only the employee and the employee's representative, and university and Board officials responsible for the supervision or evaluation of the employee, may inspect information reflecting

evaluation of employee performance contained in the employee's evaluation file, except upon order of a court of competent jurisdiction.

#### ARTICLE 12. REAPPOINTMENT

12.1 Applicability of Written Notice. All employees except: (a) those holding visiting appointments; (b) those who are appointed for less than one academic year; or (c) those with less than five years continuous service who are on "soft money", e.g., contracts and grants, sponsored research funds, and grants and donations trust funds, are entitled to written notice that they will not be offered further appointment as follows:

(a) for employees in their first two years of university service, one full semester;

(b) for employees with two or more years of continuous university service, one full year.

In the event of a break in service for more than one semester in one full year or more than two semesters in two full years, only service following such break shall be counted for purposes of determining length of service. Paid or unpaid leaves shall not be considered a break in service.

Employees not entitled to written notice of non-reappointment shall have the following statement included in their employment contracts:

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

12.2 Grievability. An employee, other than one specified in 12.1 as not entitled to written notice of non-reappointment, who receives a written notice that the employee will not be offered further appointment shall be entitled, upon written request, to a written statement of the basis for the decision not to reappoint within 25 days following such notice. Thereafter, the President or representative shall provide such statement within 25 days of such request. Such employee may, according to Article 20, 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 25 days of receipt of the statement. If such decision not to reappoint was based solely upon reasons which would form the basis for a layoff, then such employee shall have the rights of recall under Articles 13.2 and 13.4, Layoff and Recall, and shall be so informed.

12.3 No Property Right. No appointment shall create any right, interest, or expectancy in any other appointment beyond its specific terms, except as provided in Articles 13 and 15.1.

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

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

#### ARTICLE 13. LAYOFF AND RECALL

13.1 Principles. The following principles will govern the selection of employees to be laid off:

(a) Tenured position: No tenured employee shall be laid off if there are untenured employees in the layoff unit.

**Section 10.7** Moved from Article 24.2(c) in current agreement.

#### Article 11 (Retitled) EVALUATION FILE

Sections titled.

**Section 11.1** Add "evaluation," strike "in which all written materials used," etc. and add new phrase "containing a dated copy," etc., as above. Add "other" and "other than for tenure and promotion." Delete "personnel" and "official."

**Section 11.2** Delete "during the life of this Agreement."

**Section 11.4** Reword, delete and add, as above.

**Section 11.8** Add "evaluation."

#### Article 12 REAPPOINTMENT

Sections titled.

**Section 12.2** Add "written," delete and restate in positive manner, as above.

#### Article 13 LAYOFF AND RECALL

Sections titled.

\* **Section 13.1** Add "Tenured" and insert new sub-section (b). Add phrase "in the layoff unit," reword and delete, as above. Add new major sub-sections (d) and (h), as above.

(b) Tenure-earning position: No employee in a tenure-earning position in the layoff unit shall be laid off if there are employees in non-tenure-earning positions in such unit with the same or similar assignments.

(c) Others: No employee in a non-tenure earning position in the layoff unit with more than five years of continuous service shall be laid off if there are any such employees with five years or less service.

(d) The sole instance in which only one employee will constitute a layoff unit is when the functions that the employee performs constitute an area, program, or other level of organization at a university.

(e) The provisions of (a), (b), and (c) will apply unless the Board determines that an Affirmative Action employment program will be adversely affected.

(f) Where employees are equally qualified under (a), (b), or (c) above, those employees will be retained who, in the judgment of the Board or its representatives, will best contribute to the mission and purpose of the institution and the State University System. In making such judgment, the Board or its representative shall take into account appropriate factors, including but not limited to performance evaluation by students, peers, and supervisors, and the employee's academic training, professional reputation, compatibility with colleagues, teaching effectiveness, research record or quality of the creative activity in which the employee may be engaged, service to the community and public, and length of service.

(g) 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.

(h) Prior to the university making a recommendation to the Board regarding the layoff of employees, the university shall consult with the local UFF chapter under the provisions of Article 2.2. The UFF may subsequently request a consultation with the Chancellor or his representative under the provisions of Article 2.1.

13.2 Alternative/Equivalent Employment. The university and Board shall make a reasonable effort to locate appropriate alternate or equivalent employment for laid-off employees, first within the university and second within the State University System, and to make known the results of the effort to the person affected.

13.3 Notice. Employees should be informed as soon as practicable, recognizing that it is desirable, where circumstances permit, to provide at least one year's notice to employees with three or more years of service and at least six-months notice to other employees. Employees who have received notice of layoff shall be afforded the recall rights granted under Articles 13.2 and 13.4.

13.4 Reemployment/Recall.

(a) For a period of two years following layoff, an employee who has been laid off and who is not otherwise employed in an equivalent full-time position shall be offered reemployment in the same or similar position at the university at which previously employed at the time of layoff, should an opportunity for such reemployment arise. All persons on the recall list shall regularly be sent the SUS position vacancy announcements. For this purpose, it shall be the employee's responsibility to keep the university advised of the employee's current address. Should a vacancy occur at another university within the State University System, the employee may apply for the position and shall be considered therefor in accordance with the normal hiring procedures of that university. Any offer of reemployment pursuant to this section must be accepted within 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 reemployment is not accepted, the employee shall receive no further consideration pursuant to this Article.

(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) The laid off employee shall also be eligible for consideration for retraining, under the provisions of Article 22.4, for a period of two years following layoff.

13.5 Limitations. The provisions of this article shall not apply to employees holding visiting appointments, to those appointed for less than one academic year, or to those appointed for less than five years continuous service who are appointed to positions funded from "soft money", e.g., contracts and grants, sponsored research trust funds, and grants and donations trust funds.

## ARTICLE 14. PROMOTION PROCEDURE

14.1 Notice of Criteria. Promotion decisions shall be based upon criteria specified by the Board or its representatives. All affected employees shall be given a copy of the criteria. The Board or its representatives may modify these criteria so long as the UFF Chapter President (in the case of Board criteria, UFF) has been notified of the proposed changes and offered an opportunity to discuss such changes in consultation with the university President or representative (in the case of Board criteria, the Board or its representative). Changes in criteria shall not become effective until one full year following adoption of the changes, unless mutually agreed to in writing by the UFF Chapter President and the university President (in the case of Board criteria, the Board or its representative). In the event the criteria are developed or modified after the effective date of this Agreement, copies of such criteria shall be available for discussion by the members of the affected departments or equivalent units.

14.2 Policy. Promotion decisions are not merely a totaling of 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 performance. Upon written request no more than every other year, beginning with the second full year of employment, employees eligible for consideration for promotion shall be apprised of their progress toward promotion. The purpose of the appraisal is to provide assistance and counseling to candidates to help them to qualify themselves for promotion. The appraisals are not binding upon the university.

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 to review the contents of the promotion file and may attach a brief and concise response to any material therein. It shall be the responsibility of the employee to see that the file is complete. The provisions of Sections 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, a copy shall be sent within five days to the employee, who may attach, within five days thereafter, a brief and concise response thereto.

(b) Recommendations for promotion shall include a copy of applicable promotion criteria and, if the employee chooses, the employee's promotion

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## Article 14 PROMOTION PROCEDURES

Sections titled.

**Section 14.3** Add phrase "The provisions of Sections 11.2 through 11.8," etc. and "within five days," as above.

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 days, or as soon as possible thereafter, of that decision. The notice shall be accompanied by a statement of the reasons why the promotion was denied.

#### ARTICLE 15. TENURE AND PERMANENT STATUS

15.1 Termination/Layoff. A tenured employee may be terminated only for cause in accordance with the provisions of Article 16, Termination and Other Actions, or laid off in accordance with the provisions of Article 13, Layoff and Recall.

15.2 Awards of Tenure. The decision to award tenure to an employee shall take into account the annual performance evaluations as well as the assessment by appropriate employees and administrators of the contribution the employee may be expected to make to the institution, and the needs of the department, college, and university. The university shall give a copy of the criteria for tenure to employees eligible for tenure, and each such employee shall be appraised in writing once each year of the employee's progress toward tenure. The purpose of the appraisal is to provide assistance and counseling to candidates to help them to qualify themselves for tenure. The appraisals are not binding upon the university.

15.3 Criteria. The Board or its representatives may modify the criteria for tenure so long as the UFF Chapter President (in the case of Board criteria, UFF) has been notified of the proposed changes and offered an opportunity to discuss such changes in consultation with the university President or representative (in the case of Board criteria, the Board or its representative). Changes in criteria shall not become effective until one full year following adoption of the changes, unless mutually agreed to in writing by the UFF Chapter President and the university President or representative (in the case of Board criteria, the Board or representative). The provisions of Section 9.2(b) are applicable to the changed criteria. In the event the criteria for tenure are developed or modified after the effective date of this Agreement, copies of such criteria shall be available for discussion by members of the affected departments or equivalent units.

15.4 Eligibility. Employees with the rank of Assistant Professor, Associate Professor, Professor, and other employees the Board may designate (such as Assistant Librarians, Associate Librarians and Librarians at the University of Florida), shall be eligible for tenure. Universities may, by rule, make Assistant Professors ineligible for tenure. The universities' rule-making power to make Assistant Professors ineligible for tenure shall apply only to employees appointed after January 1, 1982. Other employees shall be governed by the agreement in force at the time of their original appointment. The Board 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 or other appropriate unit. Tenure shall not extend to administrative appointments in the General Faculty or Administrative and Professional classification plans.

15.5 Consideration. Except for employees who, by virtue of prior service credited at time of appointment pursuant to Board rule [Florida Administrative Code 6C-5.225(4) (c), 1988], are eligible for consideration earlier, an employee shall normally be considered for tenure during the fifth year of continuous service in a tenure-earning position or, at the option of the employee and with the concurrence of the appropriate administrative officials, during the sixth such year in a tenure-earning position. Part-time service of an employee employed at least one full semester in any 12 month period shall be accumulated. For example, two semesters of half-time service shall be considered one-half year of service for purposes of

tenure eligibility. Where employees are credited with tenure-earning service at the time of initial appointment, all or a portion of such credit may, at any time prior to formal application for tenure, be withdrawn by mutual agreement. By the end of six full years of service at the university, an employee eligible for tenure shall either be awarded tenure by the Board or given notice that further employment will not be offered. The notice shall be accompanied by a statement of reasons by the President or representative why tenure was not granted.

15.6 Decision by the Board. The decision of the Board to award or deny tenure shall be made by September 15th and the employee shall be notified in writing by the President or representative within five days of the decision of the Board. An employee being considered for tenure prior to the sixth year may withdraw from consideration on or before March 15th without prejudice.

15.7 Recommendations and Procedures. 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 or equivalent unit. The performance of an employee during the entire term of employment at the institution shall be given consideration in determining whether to grant tenure. Recommendations regarding tenure shall include a copy of applicable tenure criteria 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 Sections 11.2 through 11.8 of this Agreement shall apply to the contents of the tenure file. If any material is added to the file after the commencement of consideration, a copy shall be sent within 5 days to the employee, who may attach within five days thereafter, a brief and concise response thereto.

15.8 Tenure upon Appointment. Tenure may be granted by the Board at the time of initial appointment. Administrators are encouraged to review such recommendations with tenured employees in the department prior to making the final tenure recommendation.

15.9 Transfer of Tenure. Tenured SUS employees who transfer within an SUS university or to another SUS university, and who are employed in the same or similar discipline, may transfer their tenure if a vacancy exists and they are offered employment through the normal hiring process. The amount of prior SUS service creditable toward tenure at another university may, by mutual agreement, be all or part of such service. In the absence of mutual agreement, all such service shall be credited.

15.10 Permanent Status for Developmental Research School Employees. By the end of three full years of full-time, or equivalent part-time, service within the State University System in a permanent status-earning position, employees in developmental research schools operated under the Board, excluding supervisors and administrative personnel, shall be granted permanent status by the President or President's representative or given notice that further employment will not be offered. This provision shall apply only to employees appointed after January 1, 1982. Other employees shall be governed by the agreement in force at the time of their original appointment. Permanent status shall be earned and held as a ranked employee in an academic position and shall not extend to an administrative or supervisory position. An employee with permanent status may be disciplined only for cause in accordance with the provisions of Article 16, Termination and Other Actions, or laid off only in accordance with the provisions of Article 13, Layoff and Recall.

15.11 Leave. Authorized leaves of absence may, under the provisions of Article

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#### Section 14.4 Add "in writing."

#### Article 15.

#### (Retitled) TENURE AND PERMANENT STATUS

Sections titled.

Section 15.3 Add sentence "The provisions of Section 9.2(b)," etc., as above.

Section 15.5 Add phrase "pursuant to Board rule," etc., and new sentence "Where employees are credited," etc., as above.

Section 15.7 Add "The provisions of Sections 11.2 through 11.8," etc., "within 5 days," and reword as above.

17. Leaves, be credited toward eligibility for tenure.

15.12 Administrative Appointments. Tenure guarantees annual reappointment for the academic year until voluntary resignation, retirement, removal for just cause, or layoff in accordance with the provisions of Article 13, Layoff and Recall, but does not extend to administrative appointments.

#### ARTICLE 16. TERMINATION AND OTHER ACTION

16.1 Just Cause. Just cause shall be defined as:

- (a) incompetence, or
- (b) misconduct. 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 or Board.

16.2 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 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 months notice.

16.3 Disciplinary Action Other Than Termination. The Board, or its representative, retains its right to impose other disciplinary action for just cause including, but not limited to, suspension with or without pay. Counseling shall not be considered disciplinary action.

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.

16.5 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. The employee shall be given at least ten days in which to respond in writing and/or orally 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 16.5.

16.6 Progressive Discipline. Both parties endorse the principle of progressive discipline as applied to professional employees.

16.7 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 a reason for discipline under this Article.

#### ARTICLE 17. LEAVES

17.1-17.9 Compensated Leaves.

17.1 Accrual During Leave with Pay. Employees shall accrue normal leave credits 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. Academic terms during which the employee is on compensated leave for more than 50 percent of the time shall not be creditable for the purpose of determining eligibility for tenure unless the employee elects otherwise at the time

the leave is requested, whenever possible.

17.2 Holidays. Employees shall be entitled to observe all official holidays designated in accordance with Section 110.117, Florida Statutes, (1987) and any other holidays the Chancellor is authorized to designate. No classes shall be scheduled on holidays. Classes not held because of a holiday shall not be rescheduled. Supervisors are encouraged not to require employees to perform duties on holidays; however, those employees required to perform duties on holidays shall have their schedules adjusted to provide equivalent time off, up to a maximum of eight hours for each holiday worked. 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 12-month period.

17.3 Sick Leave.

(a) Earning of Sick Leave.

(1) Full-time employees shall earn four 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.

(2) Part-time employees shall accrue sick leave at a rate directly proportionate to the percent of time employed, effective December 1, 1980.

(b) Uses of Sick Leave.

(1) Sick leave shall be earned before being taken, provided that employees who participate in sick leave pools shall not be prohibited from using sick leave otherwise available to them through the sick leave pool.

(2) A "disability" is defined as any physical or mental impairment of health, including such an impairment proximately resulting from pregnancy, which disables an employee from the full and proper performance of duty.

(3) An employee must take sick leave when the employee, due to disability, is unable to be present to perform classroom teaching or other scheduled activities, or is unavailable to perform other professional responsibilities. An employee who is unable to perform duties because of a disability shall use any and all accrued sick leave credits unless granted a leave of absence without pay; however, annual leave may be used for such purposes after sick leave credits are exhausted, and for personal appointments with a doctor, dentist, or other recognized medical practitioner.

(4) 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 State, or designated by the Chancellor, shall not be counted unless the employee is scheduled to perform services on such days. During any seven day period, the maximum number of days of sick leave charged against any employee shall be five.

(5) An employee who suffers a disability necessitating the use of sick leave should notify the supervisor as soon as practicable.

(6) An employee who becomes disabled while on approved annual leave shall, upon notifying the supervisor, substitute the use of accrued

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**Section 15.12** Add new section on administrative appointments, as above.

#### Article 16 TERMINATION AND OTHER ACTION

Sections titled.

**Section 16.4** Delete sentence on leave pending investigation and replace with current 16.5. Add "a statement advising the employee," etc., and delete last sentence, as above.

**Section 16.5** Add "a suspension or termination," delete "disciplinary action," and reword, as above.

**Section 16.7** Moved from Article 24.2(c) in current agreement.

#### Article 17 LEAVES

**Section 17.2** Add reference to Florida Statutes, "any" and "Chancellor is authorized to designate." Reword, as above.

**Section 17.3** Add "or designated by the Chancellor," move "at the discretion of the supervisor" and add last two sentences in (b) (7) and (8), as above. Add new last sentence in (c) Verification, as above.

sick leave to cover the period of disability.

(7) An employee may use sick leave in reasonable amounts for absences resulting from illness or injury of the employee's immediate family, at the discretion of the supervisor, provided that such approval 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.

(8) An employee may use sick leave in reasonable amounts for absences resulting from the death of a member of the employee's family, at the discretion of the supervisor, provided that such approval shall not be unreasonably withheld.

(c) Verification. If an employee's absence due to disability exceeds four consecutive days, or if a pattern of absences is documented, the university may require an employee to furnish verification of a disability in the form of a written statement from an attending licensed physician. If the medical certification furnished by the employee is not acceptable, the employee may be required to submit to a medical examination which shall be paid for by the university. If the medical report indicates that the employee is unable to perform assigned duties, the President or representative may place the employee on compulsory disability leave under the conditions of Section 17.11(b) and (c) of this Agreement.

(d) Transfer of Credits.

(1) When an employee moves from one State University System university to another within 100 days, the full balance of accrued sick leave shall accompany the employee.

(2) When an employee moves from a position in State government outside the SUS to a leave earning position within the SUS, all unused sick leave may accompany the employee as governed by applicable State law.

(3) When an employee moves to a position in State government, the transfer of unused sick leave credits shall be governed by the rules of the plan to which the employee is transferring.

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

(e) Payment for Unused Sick Leave.

(1) An employee with less than ten years of State service who separates from State government shall not be paid for any unused sick leave.

(2) An employee who has completed ten or more years of State service, has not been found guilty or has not admitted to being guilty of committing, aiding, or abetting any embezzlement, theft, or bribery in connection with State government, or has not been found guilty by a court of competent jurisdiction of having violated any State law against or prohibiting strikes by public employees, or has not been dismissed for cause pursuant to the provisions of Section 110.122, Florida Statutes, and separates from State government 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-eighth of all unused sick leave accrued prior to October 1, 1973, plus one-fourth of all

unused sick leave accrued on or after October 1, 1973; provided that one-fourth of the unused sick leave since 1973 does not exceed 480 hours.

(3) Upon layoff, an employee with ten or more years of State service shall be paid for unused sick leave as described in paragraph 2. above, unless the employee requests in writing that sick leave credits be retained pending reemployment. For employees who are reemployed by the university within 12 calendar months following layoff, all unused sick 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 payments received at the time of layoff. Employees who are not reemployed within 12 calendar months following layoff shall be paid for sick leave in accordance with Section 110.122, Florida Statutes.

(4) All payments for unused sick leave authorized by Section 110.122, Florida Statutes, shall be made in lump sum and shall not be used in determining the average final compensation of 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 sick leave is exhausted.

(5) In the event of the death of an employee, payment for unused sick leave at the time of death shall be made to the employee's beneficiary, estate, or as provided by law.

#### 17.4 Job-Related Disability.

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

(b) If, as a result of the job-related injury, the employee is unable to resume work at the end of the period provided in paragraph (a) above:

(1) 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 disability. In no case shall the employee's salary and Workers' Compensation benefits exceed the amount of the employee's regular salary payments; or

(2) The employee shall be placed on job-related disability leave without pay and shall receive normal Workers' Compensation benefits if the employee has exhausted all earned leave in accordance with paragraph (1), above, or the employee elects not to use accrued leave.

(c) The job-related disability leave with or without pay shall be for a period not to exceed the duration of the disability or one year, whichever is less.

(d) If, at the end of the one-year leave period the employee is still unable to return to work full-time, the President or representative may, based upon a current medical certification by a licensed physician, and taking the university's needs into account, offer the employee a part-time appointment, or take one of the following actions:

(1) extend the employee's leave status for a specified period;

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**Section 17.4** Several additions, completely rewritten and reformatted, as above.

- (2) request the employee's resignation; or
- (3) release the employee from employment, notwithstanding the provisions of Articles 15.1 and 15.10.

The employee should be advised, as appropriate, of the Florida Retirement System's disability provisions and application process.

**17.5 Annual Leave.**

**(a) Earning of Annual Leave.**

(1) Full-time employees appointed for more than nine months, except employees on academic year (39 weeks) appointments and Developmental Research School employees, shall earn 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 earned shall be credited at the conclusion of each pay period or, upon termination, at the effective date of termination. Up to 44 days (352 hours) of annual leave may be accumulated; after 352 hours of annual leave have been earned, no further annual leave shall be earned until the balance credited falls below 352 hours.

(2) Part-time employees appointed for more than nine months, except employees on academic year (39 weeks) appointments and Developmental Research School employees, shall earn annual leave at a rate directly proportionate to the percent of time employed.

(3) Academic year (39 weeks) employees, Developmental Research School employees, employees appointed for less than nine months, and OPS employees shall not earn annual leave.

**(b) Use and Transfer of Annual Leave.**

(1) Annual leave shall be earned 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 earning sufficient annual leave to credit against the leave that was advanced, the State 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 and organizational scheduling.

(2) Upon transfer of an annual leave accruing employee from one institution to another within the State University System within 100 days, the employee may choose to:

- a. transfer up to 44 days of unused annual leave; or
- b. receive a lump sum payment for up to 30 days of annual leave; or
- c. transfer a portion of unused annual leave and receive a lump sum payment for the remaining balance, not to exceed 30 days.

(3) An employee may transfer into an annual leave accruing position up to 44 days of unused leave accrued in the State classification and pay plan in which previously employed; however, no more than 30 days may

elapse between jobs.

(4) When an annual leave accruing employee moves to a position in State government, the transfer of leave shall be governed by the rules of the plan to which the employee is transferring. Should all unused leave not be transferable, up to 30 days (240 hours) of the remaining balance shall be paid in lump sum, effective the last day of SUS employment, without affecting other leave benefits.

(5) The transfer of unused annual leave from a local government to an annual leave accruing position is not permitted unless a reciprocal agreement in writing between the Board 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 or Developmental Research School contract, and unless the employee requests the option in (2) below, the university shall pay the employee for up to 30 days (240 hours) of unused annual leave at the calendar year rate the employee was earning 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 reassignment to an academic year or Developmental Research School contract. All unused annual leave in excess of 30 days shall be forfeited by the employee.

(2) Upon transfer from an annual leave accruing contract to an academic year or Developmental Research School contract within the SUS, the employee may elect to retain all unused annual leave until such time, not to exceed two years, as the employee transfers back to an annual leave accruing contract or terminates employment with the SUS. Upon such termination or at the end of two years, whichever comes first, the unused leave balance shall be paid lump sum for up to 30 days at the annual rate the employee was earning 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 30 days (240 hours) of unused annual leave in lump sum, unless the employee requests in writing that annual leave credits be retained pending reemployment. For employees who are reemployed by the university within 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 reemployed within 12 calendar months following layoff and who elected to retain their annual leave credit pending reemployment shall be paid for up to 30 days (240 hours) of unused annual leave at the calendar rate the employee was earning as of the employee's last day of work.

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

**17.6 Jury Duty and Court Appearances.** 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. No employee shall be given leave

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**Section 17.5** No change in intent. Rewritten and reformatted to refer to appointments longer than nine months, as above.

with pay, nor shall the employee be excused from scheduled professional responsibilities, for the purpose of appearing as an expert professional witness when the employee receives the usual and customary professional compensation for the appearance; such activities fall under the universities' policies and rules relative to outside employment. 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.

#### 17.7 Military Leave.

(a) 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 17 work days in any one federal fiscal year (October 1 - September 30).

(b) 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 17 work days at any one time.

(c) Other Military Leave. Other military leave, with or without pay, will be granted in accordance with applicable provisions of law. Military leave granted under this Article shall not affect an employee's annual or sick leave balance.

17.8 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.

17.9 Personal Leave Days. A Developmental Research School employee may be granted one day (non-cumulative) of leave per year for emergencies or for other personal reasons. Except in the case of emergency, the employee shall provide at least two days notice of the intended leave. Such leave shall not be used on the day immediately preceding or following a holiday or vacation without the approval of the President or representative.

#### 17.10 Uncompensated Leave.

(a) Granting of Uncompensated Leave. 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, Retirement Credit, and Leave Accrual Following Return From Uncompensated Leave. The salary of an employee returning from uncompensated leave shall be adjusted to reflect all nondiscretionary increases distributed during the period of leave. Retirement credit for such periods of leave without pay shall be governed by the rules and regulations of the Division of Retirement and the provisions of Florida Statutes, Chapter 121. While on leave without pay, the employee shall retain accumulated sick leave and annual leave, but shall not earn sick leave or annual leave nor be

entitled to holiday pay.

(c) Applicability of Uncompensated Leave to Tenure Eligibility. Time spent on 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 leave without pay toward tenure eligibility, the President or representative shall consider 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.

#### 17.11 Compulsory Disability Leave.

(a) Placing Employee on Compulsory Disability Leave. If the President or representative believes that an employee is unable to perform assigned duties due to illness, disability, or injury, the President or representative may require the employee to submit to a medical examination by a licensed physician chosen and paid by the university, or by a licensed physician chosen and paid by the employee, and who is acceptable to the President or representative and who shall submit a report to the university. If the university agrees to accept the employee's choice of licensed physician, the university may not then require another university-paid examination. If the medical examination confirms that the employee is unable to perform assigned duties, the President or representative shall place the employee on compulsory disability leave.

(b) Conditions of Leave. The notification to the employee shall be in writing and 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.

If the employee fulfills the terms and conditions of the compulsory disability leave and receives a current medical certification 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. An employee who is placed on compulsory disability leave shall be required to exhaust all earned leave credits prior to being placed on leave without pay.

(c) Failure to Complete Conditions of Leave or Inability to Return to Work. If the employee fails to fulfill the terms and conditions of the compulsory disability leave and/or is unable to return to work and perform assigned duties at the end of a compulsory leave period, the President or representative may, based upon the university's needs:

- (1) place the employee in leave without pay status or extend such status;
- (2) offer the employee part-time employment;
- (3) request the employee's resignation; or
- (4) release the employee from employment, notwithstanding the provisions of Article 15.1 and 15.10.

#### 17.12 Parental Leave.

(a) An employee, upon written request, shall be granted a parental leave of absence without pay not to exceed 6 months when the employee becomes a biological parent or a child is placed in the employee's home pending adoption. The period of parental leave shall begin no more than two weeks before the expected date of the child's arrival. The President or representative shall acknowledge to the employee in writing the period of leave to be

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**Section 17.7** Add "or inactive" and "federal fiscal" (October 1-September 30), as above.

**Section 17.10** Sub-sections titled and add "returning from uncompensated leave" (b), as above.

**Section 17.11** Sub-sections titled and reformatted, as above. Add "place the employee in" and "status or extend such status," (c) (1), as above.

**Section 17.12** Retitled "Parental Leave" and reformatted, as above.

granted, including the date of return to employment.

(b) At the end of the approved parental leave of absence without pay, and at the employee's request, the President or representative shall grant part-time 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.

(c) Any illness caused or contributed to by pregnancy shall be treated as a temporary disability and the employee shall be allowed to use accrued sick leave credits when such temporary disability is certified by a physician.

(d) Leave with or without pay shall be creditable toward tenure eligibility in accordance with the provisions of Articles 17.1 and 17.10.(c).

**17.13 Unplanned University Closings.** The President or President's representative may close the university, or portions of the university, in the event an Executive Order declaring an emergency has been issued. When natural disasters or other sudden and unplanned emergency conditions occur which are not covered by an Executive Order, the President or representative shall determine whether the university, or any portion thereof, is affected by the emergency and is to be closed. Such closings will be only for the period of time it takes to restore normal working conditions. A closing beyond two consecutive days shall require the approval of the Chancellor. Leave resulting from such an emergency closing shall not reduce employees' leave balances.

#### ARTICLE 18. COPYRIGHTS AND PATENTS

**18.1 University Authority and Responsibilities.** Section 240.229, Florida Statutes (1987), authorizes each university to establish rules and procedures regarding patents, copyrights, and trademarks. Such rules and procedures shall be consistent with the terms of this Article.

**18.2 Definitions.** The following definitions shall apply in Article 18:

(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.

(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.

(c) "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, and/or controlled by a university.

#### 18.3 Copyrights

(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;
- (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.** If the work was not made in the course of independent efforts, the work is the property of the university. However, in keeping with tradition, it is not the intent of the Board to assert rights to books, articles, and similar works, the intended purpose of which is to disseminate the results of academic research or scholarly study.

#### (c) Disclosure.

(1) The employee shall disclose to the President or representative any work made in the course of university-supported efforts, together with an outline of the project and the conditions under which it was done.

(2) The President or representative shall gather information to assess the relative equities of the employee and the university in the work.

(3) Within 60 days after such disclosure, the President or representative will inform the employee whether the university seeks an interest in the work, and a written contract shall thereafter be negotiated to reflect the interests of both parties, including provisions relating to the equities of the employee and allocating proceeds resulting from such work.

(4) All such agreements shall comport with and satisfy any preexisting commitments to outside sponsoring contractors, but 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 Patents

(a) **Disclosure.** An employee shall disclose all inventions which the employee may develop or discover while an employee of the State University System. 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.

(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 President or representative may agree that the patent for such invention be pursued by the university and the proceeds shared.

(c) **University-Supported Efforts.** An invention which is made in the field or discipline in which the 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) Outside Employment

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

(2) An employee who proposes to engage in such outside employment 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.

#### (e) Reporting Procedures.

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**Section 17.13** Section completely rewritten. Delete "conditions are such," etc. and add "an Executive Order declaring," etc. Add "A closing beyond two consecutive days," etc., and "Leave resulting from such," etc., as above.

#### \* Article 18

#### COPYRIGHTS AND PATENTS

Sections titled.

\* **Section 18.1** New language on university authority under Florida Statutes, as above.

\* **Section 18.2** New definitions of terms, "work," "invention," and "university support," as above.

\* **Section 18.3** New language and categories "independent efforts" and "university-supported efforts," as above. New rules on property rights, distribution of revenues, and disclosure, as above.

\* **Section 18.4** New language, rules and reformatting on disclosure of inventions, property rights, and distribution of proceeds of patents. Extensive revisions, additions and reformatting on release of rights to inventions, as above.

(1) The employee shall report to the President or representative the nature of the invention, together with an outline of the project and the conditions under which it was done. If the university wishes to assert its interest in the patent, the President or representative shall inform the employee within 60 days.

(2) The President or representative 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.

(3) The President or representative shall inform the employee of the university's decision to apply for the patent within a reasonable time, not to exceed 135 days from the date of the disclosure to the President or representative.

(4) 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, but 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.

(f) 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, the President or representative may withdraw. At the request of the employee in such case, the university shall return the patent rights to the employee, in which case the patent 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 President or representative 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.

18.5 Execution of Documents. The university and the employee shall sign an agreement individually recognizing the terms of this Article.

**ARTICLE 19. CONFLICT OF INTEREST/OUTSIDE ACTIVITY**

19.1 Policy.

(a) Employees should be aware of their obligations and responsibilities as public employees of the State University System. 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, BOR rules, and university rules. Other provisions of State law govern obligations and

responsibilities of employees who receive State compensation in addition to their annual salary (see Section 240.283, Florida Statutes).

(b) Nothing in this Article is intended to discourage 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, the Board of Regents, or the State of Florida, including, conflicts of interest specified under Florida Statutes; or

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

19.3 Prohibited Outside Activity.

(a) An employee shall not engage in any outside activity which creates a conflict of interest.

19.4 Report of Outside Activity

(a) Any 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 paragraph 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:

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

(2) At such time as there is a significant change in the outside 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 State University System.

(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 60 days of the execution of this Agreement and shall conform to the provisions of this Article.

19.5 Expedited 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 expedited grievance procedure

\* Section 18.5 New section, as above.

\* Article 19

**CONFLICT OF INTEREST/OUTSIDE ACTIVITY**

Sections titled.

\* Section 19.1 Section on policy from current agreement reformatted, partially deleted, and replaced with new language, as above.

\* Section 19.2 New section on definition of "outside activity" and "conflict of interest." Definitions reformatted and rewritten, as above.

\* Section 19.3 Add "creates a conflict of interest," and move "interferes with the full performance," etc. to 19.2.

Section 19.4 Reformatted from 19.2 and 19.3 of current agreement; change "notify" to "report to," as above. Add new sub-section (c) and reword (e), as above.

\* Section 19.5 New section which references new Expedited Grievance Procedure for use in conflict of interest cases. Replaces 19.5 in current contract. Sub-section (c) rewritten, as above.

contained in Article 20.

(b) The employee may engage in such outside activity pending a resolution of the matter pursuant to paragraph 19.5(a).

(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 Facilities. 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. Such approval 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 Policy/Informal Resolution. The parties agree that all problems should be resolved, whenever possible, before the filing of a grievance but within the time limits for filing grievances stated elsewhere in this Article, and encourage open communications between administrators and employees so that resort to the formal grievance procedure will not normally be necessary. The parties further encourage the informal resolution of grievances whenever possible. At each step in the grievance process, participants are encouraged to pursue appropriate modes of conflict resolution. The purpose of this Article is to promote a prompt and efficient procedure for the investigation and resolution of grievances. The procedures hereinafter set forth shall be the sole and exclusive method for resolving the grievances of employees as defined herein.

20.2 Resort to Other Procedures. If prior to seeking resolution of a dispute by filing a grievance hereunder, or while the grievance proceeding is in progress, an employee seeks resolution of the matter in any other forum, whether administrative or judicial, the Board or representative shall have no obligation to entertain or proceed further with the matter pursuant to this grievance procedure. Further, since the parties do not intend that this grievance procedure be a device for appellate review, the President's response to a recommendation of a hearing officer or other individual or group having appropriate jurisdiction in any other procedure shall not be an act or omission giving rise to a grievance under this procedure.

20.3 Definitions. As used herein:

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

(b) The term "grievant" shall mean an employee or group of employees who have filed a grievance in a dispute over a provision of this Agreement which confers rights upon them, or UFF which has filed a grievance in a dispute over a provision of this Agreement which confers rights upon UFF. A grievance filed by a chapter of UFF which alleges a violation of its rights by a university shall be initiated at Step 1. A grievance filed by UFF which alleges a violation of its rights by the Board or two or more universities shall be initiated at Step 2. A grievance which involves grievants at two or more universities may be initiated by UFF at Step 2.

20.4 Burden of Proof. In all grievances except disciplinary grievances in

accordance with Article 16, Termination and Other Actions, the burden of proof shall be on the employee. In disciplinary grievances, the burden of proof shall be on the university or the Board.

20.5 Representation. UFF shall have the exclusive right to represent any employee in grievances filed hereunder, provided employees may represent themselves or be represented by legal counsel. If an employee elects not to be represented by UFF, the Board or representative shall promptly inform 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 UFF shall have the right to have an observer present at all meetings called for the purpose of discussing grievances.

20.6 Grievance Representatives. UFF shall annually furnish to the Board or representative, and to the President or representative, a list of all persons authorized to act as grievance representatives and shall update the list as needed. 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 with the President, Board, or their representatives 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.

20.7 Appearances.

(a) When an employee participates during working hours in arbitration proceedings or in a grievance conference or meetings between the grievant or representative and the President or Board or either of their representatives, that employee's compensation shall neither be reduced nor increased for time spent in those activities.

(b) Prior to participation in any such proceedings, conferences, or meetings, the employee shall make arrangements acceptable to the appropriate supervisor for the performance of the employee'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.

20.8 Grievance Forms. All grievances, requests for review, and arbitration notices must be submitted in writing on forms attached to this Agreement as Appendices "C", "D", and "E", respectively, and shall be signed by the grievant. Except for the initial filing of the grievance, if there is difficulty in meeting any time limit, the UFF representative may sign such documents for the grievant. All grievance forms shall be dated when the grievance is received. The President or Chancellor, or their representatives, may refuse consideration of a grievance not filed or processed in accordance with this Article.

20.9 Formal Grievance Procedure.

(a) Filing. All grievances shall be filed with the President or representative at Step 1, or in the case of grievances initiated at Step 2 with the Chancellor or representative, within 25 days following the act or omission giving rise thereto, or the date on which the employee knew or reasonably should have known of such act or omission if that date is later.

The filing of a grievance constitutes a waiver of any rights to judicial review of agency action pursuant to Florida Statutes, Chapter 120, or to the review of such actions under university or Board procedures which may otherwise be

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### Article 20

#### GRIEVANCE PROCEDURE AND ARBITRATION

Sections titled and retitled.

**Section 20.4** Add "university or the," as above.

**Section 20.8** Add phrase "All grievance forms shall be dated when the grievance is received," as above.

**Section 20.9** Sub-section (a) add "at Step 1" and "the," as above. Sub-section (b) add "at Step 1 or in the written request," etc. Change "such" to "the," add "or to the Chancellor or representative," etc. and reword, as above.

available to address such matters. Only those acts or omissions and sections of the Agreement identified at Step 1 may be considered at subsequent steps.

(b) Postponement. The grievant may, in the written grievance at Step 1 or in the written request for review of the Step 1 decision which is filed, request the postponement of any action in processing the grievances formally for a period of up to 25 days, during which period efforts to resolve the grievance informally shall be made. The initial such request shall be granted. Upon the grievant's written request, additional 25-day extensions should be liberally granted unless to do so would impede resolution of the grievance. Upon request, the President or representative shall, during the postponement period(s), arrange an informal conference between the appropriate administrator and the grievant. The grievant shall have the right to representation by UFF during attempts at informal resolution of the grievance. The grievant may, at any time, terminate the postponement period by giving written notice to the President or representative, or to the Chancellor or representative if the grievance has been filed at Step 2, that the grievant wishes to proceed with either the Step 1 or Step 2 meeting, as appropriate. If the postponement period, or any extension thereof, expires without such written notice, the grievance shall be deemed informally resolved to the grievant's satisfaction and need not be processed further.

(c) Step 1.

(1) Meeting. The President or representative shall conduct a meeting with the grievant and the UFF representative no sooner than seven and no later than 15 days following (a) receipt of the grievance if no postponement is requested, or (b) receipt of written notice that the grievant wishes to proceed with the Step 1 meeting. At the Step 1 meeting, the grievant shall have the right to present any evidence in support of the grievance and the grievant, and/or the UFF representative, and the President or representative shall discuss the grievance.

(2) Decision. The President or representative shall issue a written decision, stating the reasons therefor, within 25 days following the conclusion of the meeting. Where practicable, the Step 1 reviewer shall make available to the grievant, or grievance representative, documentation referenced in the Step 1 decision, prior to its issuance. All documents referred to in the decision and any additional documents presented by the grievant shall be attached to the decision together with a list of these documents.

(3) Documents. In advance of the Step 1 meeting, the grievant shall have the right, upon request, to a copy of any identifiable documents relevant to the grievance.

(d) Step 2.

(1) Review. If the grievance is not satisfactorily resolved at Step 1, the grievant may file a written request for review with the Chancellor or representative within 25 days following receipt of the Step 1 decision. The Chancellor, or representative, and the representative of the grievant shall schedule a conference in Tallahassee for the purpose of reviewing the matter no sooner than seven and no later than 15 days following receipt of the request for review.

(2) Decision. The Chancellor or representative shall issue a written decision, stating the reasons therefor, within 25 days following the conclusion of the review conference.

(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 intent to do so. Notice of intent to proceed to arbitration must be filed with the Chancellor or representative within 25 days after receipt of the Step 2 decision and shall be signed by the grievant and the UFF President or representative. The grievance may be withdrawn at any time by the grievant or by the UFF representative at any point during Step 3.

(2) Selection of Arbitrator. Representatives of the Board and UFF shall meet within 90 days after the execution of this Agreement for the purpose of selecting a fifteen-member Arbitration Panel. Within 14 days after receipt of a notice of intent to arbitrate, representatives of the Board 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 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 60 days following the selection of the arbitrator.

(3) Authority of the Arbitrator.

a. The arbitrator shall neither add to, subtract from, modify, or alter the terms or provisions of this Agreement. Arbitration shall be confined solely to the application and/or interpretation of this 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 this Agreement. If the arbitrator determines that the 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 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. In any proceeding, the first matter to be decided is the arbitrator's jurisdiction to act, which decision the arbitrator shall announce. Upon concluding that the arbitrator has no such power, the arbitrator shall make no decision or recommendation as to the merits of the grievance. Upon concluding that the issue is arbitrable, the arbitrator shall normally proceed with the hearing at that time, provided that either party may seek judicial review of the arbitrator's decision as to jurisdiction and have the hearing on the merits of the grievance delayed until such review is completed, pursuant to Florida Statutes, Section 682.03.

(5) Conduct of Hearing. The arbitrator shall hold the hearing in the city where the grievant is employed, unless otherwise agreed by the parties. The hearing shall commence within 25 days of the arbitrator's acceptance of selection, or as soon thereafter as is practicable, and the arbitrator shall issue the decision within 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 Article, the provisions of the Florida Arbitration Code, Florida Statutes, Chapter 682, shall not apply. Except as modified by the provisions of this 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 Board, 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 Florida Statutes, Section 682.13.

(7) 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 stenotype reporter to record the proceedings. The parties shall share equally the appearance fee of the stenotype reporter and the cost of obtaining an original transcript and one copy for the party originally requesting a transcript of the proceedings. 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.

(8) 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 30 days prior to the date the grievance was initially filed in accordance with this Article or the date on which the act or omission occurred, whichever is later.

20.10 Time Limits. All time limits contained in this Article may be extended by mutual agreement of the parties, except that the time limits for the initial filing of a grievance may be extended only by agreement between the Board and UFF. Upon failure of the Board or its representatives to provide a decision within the time limits

provided in this Article, the grievant or UFF, where appropriate, may appeal to the next step. Upon the failure of the grievant or 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.

20.11 Notification. All documents required or permitted to be issued or filed pursuant to this Article shall be transmitted by personal delivery or by mail. When an act is required or permitted within a prescribed period after a document is issued or filed, and that document is transmitted by mail, five days shall be added to the prescribed period. In the event that any action falls due on a Saturday, Sunday, or holiday (as referred to in Article 17.2) the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.

20.12 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 Chancellor or representative and UFF acting through its President or representative.

20.13 Processing. The filing or pendency of any grievance or arbitration proceedings under this Article shall not operate to impede, preclude, or delay the Board 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 failure to reappoint. In no event shall any employee, as a result of a pending grievance, receive compensation following cessation of employment.

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

20.15 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.

20.16 Inactive Grievances. A grievance which has been filed at Step 2 or Step 3 and on which no action has been taken by the grievant or UFF for a continuous 3 month period shall be deemed withdrawn and resolved in accordance with the decision issued at the prior Step.

20.17 Expedited Grievance Procedure for Conflict of Interest (Article 19.5).

(a) Step 1. All provisions of Section 20.9(c) shall apply to Step 1 of the Expedited Grievance Procedure with the exception that the Step 1 decision shall be issued within 7 days following the conclusion of the Step 1 meeting.

(b) Step 2. All provisions of Section 20.9(e) shall apply to Step 2 of the Expedited Grievance Procedure with the following exceptions:

(1) the Notice of Arbitration (Appendix E) must be filed within 7 days after receipt of the Step 1 decision;

(2) the parties shall meet to select an arbitrator within 7 days after receipt of a Notice of Arbitration; and

(3) the arbitrator shall provide an oral decision or issue a memorandum of decision within 7 days following the conclusion of the arbitration, to be followed by a written opinion and award in accordance with Section 20.9(e)(5).

(c) Miscellaneous Provisions. All other provisions of Article 20 shall apply to the Expedited Grievance Procedure unless this Agreement specifically provides otherwise.

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**Section 20.11** Delete first two sentences and replace with "All documents required or permitted," etc., as above.

**Section 20.14** Add "its representatives," as above.

**Section 20.16** Add new section on inactive grievances, as above.

\* **Section 20.17** New Expedited Grievance Procedure for Conflict of Interest cases (Article 19.5), as above.

## 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 rules and regulations having the force and effect of law.

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 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 Florida Statutes, Section 768.28, the employee should notify the President's office as soon as possible after receipt of the summons commencing the action in order that the Board may fulfill its obligation. Failure to notify the employer promptly may affect the rights of the parties.

(b) For information purposes, the following pertinent language of Florida Statutes, Section 768.28(9) is reproduced herein.

"No officer, employee, or agent of the state or its subdivisions 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 universities will, to the extent permitted by State law and rule, provide travel advances, upon request, of up to 80 percent of budgeted expenses for authorized travel of longer than five consecutive days.

21.6 Working Papers Rights. Consistent with law, the provisions of Article 18, 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 Use of Recreational Facilities. The Board agrees to examine the potential for use of on-campus recreational facilities by employees at no cost or a reduced rate and agrees to reopen on this item in renegotiations to begin no later than October 30, 1988.

## 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 professional development leave at full pay for one semester, or its equivalent, for each 20 eligible employees, subject to the conditions set forth below. (For example, leave at half pay for two semesters.)

(c) Eligibility for Professional Development Leave. Employees with three or more years of service, except those who are serving in tenure-earning or tenured positions, shall be eligible for professional development leaves if the terms of a contract and grant through which an employee may be compensated allow for such leave.

### (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 employee in each department or other professional 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 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 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 Board to retirement and social security programs shall be continued on a basis proportional to the salary received. Board contributions normally made to employee insurance programs and any other employee benefit programs shall be continued during the professional development leave.

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

### Article 21

#### OTHER EMPLOYEE RIGHTS

**Section 21.2** Add last sentence "Before an employee's office location is changed," etc., as above.

**Section 21.4** Tuition-Free Courses moved to Article 24.8.

**Section 21.5** Section titled, delete "regulation and," and add "and rule," as above.

**Section 21.6** Section titled, as above.

\* **Section 21.7** New section on Use of Recreational Facilities, as above.

### Article 22

#### PROFESSIONAL DEVELOPMENT PROGRAM AND SABBATICALS

\* **Section 22.1** Sub-section (b) add "or its equivalent" and last sentence, as above. Delete (d) (3) and add new (4) - (7), as above.

(7) While on leave, an employee shall be permitted to receive travel and living expenses, fellowships, grants-in-aid, contracts or grants, or other financial assistance from sources other than the university to assist in accomplishing the purposes of the professional development leave. If such financial assistance is received, 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 normal salary. Employment unrelated to the purpose of the professional development leave is governed by the provisions of Article 19, Conflict of Interest/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 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 Board or representative will make available to each employee who applies, subject to the conditions set forth below, a sabbatical for two semesters (i.e., one academic year) at half pay.

(2) The Board or representative will make available, subject to the conditions set forth below, at least 60 sabbaticals for one semester at full pay. These full-pay sabbaticals shall be distributed to each university in proportion to the number of eligible employees. Each university may, with the approval of the UFF Chapter, provide sabbaticals that are equivalent to the one semester, full pay, sabbaticals provided to that university.

(c) Eligibility for Sabbaticals. Full-time tenured employees with at least six years of full-time service within the State University System shall be eligible for sabbaticals, if the terms of a contract or grant through which such an

employee may be compensated allow for such sabbaticals.

(d) Application and Selection.

(1) Applications for sabbaticals shall be submitted to the President of the university or representative in accordance with procedures established through the consultation process (Article 2) at each university. Each application shall include a statement describing the program to be followed while on sabbatical, the expected increase in value of the employee to the university, any anticipated supplementary income, and a statement that the applicant agrees to comply with the conditions of the sabbatical program as described in 22.3(e).

(2) Sabbaticals at half-pay shall be granted upon application, subject to the conditions set forth in this Article.

(3) If there are more applicants for one semester sabbaticals at full pay than available sabbaticals, a committee shall rank the applicants. The committee members shall be tenured employees elected by tenured employees. 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; and the length of time since the employee was relieved of teaching duties for the purpose of research and other scholarly activities. The committee shall submit a ranked list of recommended employees to the President or representative. The President or representative shall make appointments from the list and consult with the committee prior to an appointment that does not follow the committee's ranking.

(4) No more than one employee in a department or other professional 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 semesters (one academic year), or full pay for one semester.

(2) The employee must return to the university for at least one 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 provide a brief written report of the employee's accomplishments during the sabbatical to the President or representative upon return to the university.

(4) Employees shall not normally be eligible for a second sabbatical until six years of continuous service is completed following the first.

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

(6) Eligible 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 travel and living expenses, fellowships, grants-in-aid, contracts or grants, or other financial assistance from sources other than the university to assist in

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\* Section 22.3 Sub-section (b) (2) add new last sentence "Each university may," etc., as above.

accomplishing the purposes of the sabbatical. If such financial assistance is received, 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 normal salary. Employment unrelated to the purpose of the sabbatical is governed by the provisions of Article 19, Conflict of Interest/Outside Activity.

22.4 Retraining. A 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 24.8, and Sabbatical or Professional Development Leave under this Article.

### Article 23. SALARIES

The parties recommend that the 1988 Legislature appropriate sufficient funds to implement the following salary increases negotiated for 1988-89.

23.1 From a total fund of 4.5% of the June 30, 1988, annual salary rate of employees, the Board shall provide salary increases as follows:

(a) Across-the-Board Salary Increases. The annual salary rate for each full-time 9 month employee shall be increased by 1.1% plus \$415; full-time 12-month employees 1.1% plus \$550; and 10-month employees, 1.1% plus \$465. Part-time employees shall be paid at a salary rate representing a proportion of this increase as determined by their fractional F.T.E. appointment. All eligible employees, as described in Section 23.8, below, shall receive this increase.

(b) Developmental Research School/County Schedule Equity. Funds estimated to be approximately 2.0% of the June 30, 1988 salary rate of employees in class codes 9016, 9017, 9018, and 9019 shall be distributed to eligible employees in these class codes to insure that the 1988-89 salaries of each of these employees are not less than the salaries provided to individuals by the county within which each Developmental Research School is located, based on the degree and years of experience on the county's 1987-88 schedule.

(c) Merit Salary Increases. Funds of approximately 1.2% of the June 30, 1988 annual salary rate of employees shall be distributed to employees pursuant to Article 23.4, Merit Criteria.

(d) Discretionary Salary Increases.

(1) Salary adjustments required by Section 240.247, Florida Statutes. The procedures for conducting the Salary Equity Study shall include:

a. By January 15, each university President shall notify eligible employees of the procedures adopted by the university to conduct the salary study. The notification shall include the following statement: "In any year, an employee may seek to resolve a salary inequity due to discrimination based on race or sex either by filing a grievance under Article 6 — Nondiscrimination — or by conducting a salary equity study according to this procedure. But the employee cannot do both."

b. Pursuant to notification, as provided in a. above, an employee who perceives that the factors of race or sex may have affected the employee's salary may request a meeting with the department chair (or dean or director where an administrative unit is not organized along departmental lines) to review salary data and to

request assistance in preparing the employee's salary study. This meeting shall be scheduled by February 15. The employee may be assisted by a colleague at this and all subsequent meetings. The administrator shall provide reasonable assistance to the employee, including copies of available documents that the employee may request, excluding those documents that are evaluative in nature and thereby protected from access under Article 11 of this Agreement and Section 240.253, Florida Statutes.

c. In accordance with university procedures, employees will be afforded an opportunity to present the results of their completed studies to the appropriate chairperson, dean, or director, who will review the studies and indicate in writing to the employees whether a salary adjustment is recommended. This notification shall be provided within 30 days following the receipt of employees' completed studies.

d. If an employee does not agree with the recommendation of the chairperson, dean, or director, the employee may request that the matter be referred to the appropriate vice president or to a review panel established by the university.

e. The employee's self study, the recommendation of the chairperson, dean, or director, and any recommendation of the vice president or review panel, must be submitted to the university President or President's designee. In all cases, the President or designee shall make the final decision to approve or deny a salary adjustment.

f. The President shall report the results of the study to the Board of Regents and the UFF Chapter President at that university on or before April 15, or as soon thereafter as possible.

g. A salary equity adjustment awarded an employee shall be effective on the same date as other salary increases awarded the employee for the next academic year. The amount of the salary equity adjustment shall be to remedy an inequity based on race or sex existing during the academic year in which the employee's self study is submitted.

h. In any year, as an alternative to participating in the Salary Equity Study, an employee may seek redress of salary discrimination under Article 6.2 of this Agreement by filing a grievance pursuant to Article 20 no later than 25 days after the date of the notification issued under paragraph a., above. Pursuant to Article 20.2 of this Agreement, the results of the Salary Equity Study shall not be an act or omission giving rise to a grievance under Article 20, nor shall the above procedures be grievable.

(2) Promotion Increases. Prior to making allocations of promotion awards, the appropriate administrator should consider recommendations which may have been made through the collegial system of shared governance. Promotion increases shall be granted to full-time employees in the following amounts (proportional increases shall be granted to part-time employees):

To Assistant Professor, Assistant University School Professor, Associate in \_\_\_\_\_, and Assistant University Librarian — \$1,000 or 3.5% of the employee's 1987-88 base salary rate, whichever is higher;

### \* Article 23 SALARIES

NOTE: Changes refer to the 1987 Successor Agreement.

\* Section 23.1 [Provides for a 4.5 percent salary increase as follows: Across-the-board raises are evenly divided between percentage (1.1%) and specific dollar amounts. DRS equity of 2.0% based on 1987-88 county schedule. Merit salary increase equals 1.2% and remaining funds (approximately 1.0%) are discretionary.]

To Associate Professor, Associate University School Professor, Research Associate (9166), Associate Curator (9151), Associate Research Scholar/Scientist, Associate Engineer, and Associate University Librarian — \$1,500 or 5.25% of the employee's 1987-88 base salary rate, whichever is higher; and

To Professor, University School Professor, Curator (9150), Research Scholar/Scientist, Engineer, and University Librarian — \$2,500 or 8.75% of the employee's 1987-88 base salary rate, whichever is higher.

(3) Developmental Research School Supplements.

a. Employees in Developmental Research Schools shall receive salary supplements for the approved activities, and in the amounts, described in b., below, under the following conditions:

1. The activity must be assigned by the Director, who shall determine which activities are to be performed and to whom they will be offered; provided that such activity must be offered in sufficient time to allow voluntary acceptance or rejection.

2. The activity must involve duties which extend beyond the normal workday, or duties for which an appropriate reduction in regular professional duties assigned during the normal work day has not been made, consistent with Article 9.9;

3. Employees shall receive a separate salary supplement for each assigned activity listed in b., below;

4. The amount of the annual salary supplements described in b., below, shall be paid over the period each year for which the activity is assigned; and

5. Salary supplements are not to be included in the base salary rate upon which future salary increases are calculated.

b. Salary supplements shall be provided as follows:

1. A \$500 supplement shall be provided for the following activities:

Department chair (three or more 1.0 FTE members in a department)

Student council/government advisor

Drama coach

Literary magazine sponsor

Faculty sponsor

Assistant coach

Division director/chair

2. An \$800 supplement shall be provided for the following activities:

Cheerleader sponsor/coach

Newspaper sponsor

Yearbook sponsor

Head coach, junior varsity sports

Head coach, minor sports

Choral director

3. An \$1,100 supplement shall be provided for the following activities:

Athletic director

Band Director

Head coach, major sports

4. A salary supplement for an activity may be paid at the next higher rate than those described above if, in the judgment of the Director, such higher rate is justified by the extent of the duties involved; however, no supplement shall exceed \$1,100.

c. Supplements for activities other than those described above may be provided at the discretion of the university.

(4) Other Discretionary Salary Increases.

a. Salary funds included in Article 23.1 which remain after the distribution of funds as described above shall be distributed to employees as discretionary increases. Each university may, at its option, use discretionary funds to provide salary increases to employees pursuant to Article 23.4, Merit Criteria, and shall designate such use in accordance with Article 23.5.

b. Prior to making allocations of discretionary increases, the appropriate administrator should consider recommendations which may have been made through the collegial system of shared governance. The administrator retains the right to make the final decision concerning the allocations of such increases.

c. Complaints with respect to the amount of, and procedures leading to, the allocation of salary increases under Section 23.1(d) and 23.2(c) shall not be grievable, except as they pertain to allegations of unlawful discrimination under Article 6.

23.2 Funds of 1.5% of the June 30, 1988, annual salary rate of employees shall be provided to the universities by the Board, using the normal method of allocation. These funds shall be distributed to employees as follows:

(a) Across-the-Board Salary Increases. The annual salary rate of each eligible employee, as described in Article 23.1, above, shall be increased by .4%.

(b) The parties agree that approximately \$250,000 of the salary increase funds provided in Article 23.2 for 1988-89 shall be distributed to ranked faculty and librarians for minimum salaries.

(c) The remaining salary increase funds shall be distributed as discretionary increases.

23.3 Salary increases described in Article 23.1(c) and (d)(4) shall be provided to full-time employees in increments of \$300; proportional increments shall be provided to part-time employees. After an employee has received two such increase increments (\$600 for full-time) from either or both of these increase funds, additional salary increases may be provided to such employees from these funds in any amount.

23.4 Merit Criteria.

(a) The employees of each academic department or equivalent unit, and of administrative units within the library, shall develop and recommend written criteria and related evaluative procedures to be used by each university for the distribution of salary increase funds which the Board shall make available for the purpose of rewarding meritorious performance.

(1) Development or revision of merit criteria and related evaluative procedures shall be initiated by a secret ballot vote of a majority of at

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\* **Section 23.2** Rewritten as above [Provides for an additional 1.5 percent salary increase divided as follows: An across-the-board salary increase of 0.4 percent; a minimum salary amount of about \$250,000 (0.12%) for ranked faculty and librarians; remaining funds (approximately 0.98%) as discretionary raises ]

NOTE: The 1988 Legislature provided another 0.5 percent salary increase with proviso language that it be distributed at the discretion of the Board of Regents.

least a quorum of the employees eligible to participate in departmental/unit governance or of the employees in administrative units within the library, or upon the initiation of the appropriate administrator.

(2) The appropriate administrator shall discuss these procedures, and the mission and goals of the department/unit and the university, with the department/unit employees who are to participate in the process.

(3) Each department/unit shall recommend merit criteria and related evaluative procedures, or revisions thereof, by a secret ballot vote of a majority of at least a quorum of the employees eligible to participate in departmental/unit governance or of the employees in administrative units within the library. These criteria shall be written standards of performance and shall be the sole basis upon which administrators shall award merit salary increases. The effective date of any revisions to criteria shall be determined in the same manner.

(4) Departments/units are encouraged to exchange and discuss drafts of their merit criteria and related evaluative procedures during the formulation process.

(5) The proposed merit criteria, and related evaluative procedures or revisions thereof, shall be reviewed by the university President or representative to ensure that they meet the following conditions.

a. Compliance with the provisions of the BOR/UFF Agreement, State and Federal law, and the Florida Administrative Code. A copy of the relevant portions of State law and the Code shall be provided to each department/unit at the outset of the process. A copy of the BOR/UFF Agreement shall also be available at the outset for reference by the department/unit.

b. Consistency with the mission and goals of the university, the college, and the department/unit.

c. Consistency with the department's/unit's annual evaluation process, which shall be based upon assigned duties that may differ among employees.

If the university President or representative determines that the recommended criteria do not meet these conditions, the proposal shall be referred back to the department/unit within one month of receipt for reconsideration, with a written statement of reasons for non-approval. No merit salary increase funds shall be provided to a department/unit until its criteria have been approved by the university President or representative.

(b) Approved merit criteria and related evaluative procedures and revisions thereof, and any related recommendations, shall be kept on file in the department/unit office and at the college and university levels. Additionally, employees in each department/unit shall be provided with a copy of that department's/unit's current merit criteria and related evaluative procedures.

(c) The procedures, recommendations, and decisions made pursuant to Section 23.4 are not grievable. Complaints regarding the review and approval of proposed merit criteria and related evaluative procedures under 23.4(a)(1) and (5), above, may be filed by UFF with the President or representative within 30 days following the date on which UFF knew or reasonably should have known of the act or omission giving rise to the complaint. The President or representative shall seek resolution of the complaint and shall respond in writing to the complaint within 30 days after it is filed. If the complaint is not

satisfactorily resolved by the procedure described herein, UFF may file the complaint with the Chancellor or representative. The Chancellor or representative shall seek resolution of the complaint and shall respond in writing to the complaint within 30 days of its filing.

(d) Employees may discuss the initial recommendation for their merit salary increase with the person or committee which makes the initial recommendation. A review of the implementation of this section of the Agreement shall be the subject of a consultation at each university pursuant to Article 2.2 of the Agreement.

23.5 Notification Procedures. All salary increases shall be allocated in accordance with the provisions of the notice contained in Appendix "F" of the Agreement. This notice shall be posted in all departments or other appropriate work locations for at least two weeks prior to the date on which the initial recommendation regarding salary increases is made. Upon request, employees shall be provided the opportunity to consult with the person or committee which makes the initial recommendations regarding salary increases.

23.6 Report to Employees. Each employee shall be sent a report, on the form prescribed in Appendix "G", not later than two weeks prior to the implementation of the salary increase.

23.7 Report to UFF.

(a) Two reports of the distribution of all salary increases arranged by university (one alphabetically and one by discipline), identifying the employee and the amount received in each of the categories, shall be made available to UFF no later than November 15 of each year. A copy of the reports for each university shall be placed in the main library, along with the documents prescribed in Article 7.

(b) In addition to the reports described in 23.7(a), no later than 30 days after a pay period in which any salary increases are reflected, each university shall furnish the campus UFF Chapter with a copy of a report of the distribution of all employee salary increases, arranged by department or equivalent unit, identifying each employee and the amount received in each salary increase category and specifying the mean and median merit salary increases for each department or equivalent unit, college, and for the university. A copy of each department's portion of the report shall be placed on file in the department, available upon request to any employee of the department.

23.8 Eligibility for Salary Increases.

(a) Only those employees hired before July 1, 1988, shall receive Across-the-Board Increases as specified in Articles 23.1.

(b) Employees otherwise eligible for salary increases under the Merit and Discretionary salary increase provisions 23.1(c) and (d) shall receive such salary increases only if they were employed on or before January 31, 1988.

(c) All DRS employees, regardless of hiring date, are eligible for DRS Supplements (23.1(d)(3)) and Developmental Research School/County Schedule Equity (23.1(b)).

23.9 Effective Date for Salary Increases. Salary increases described in Article 23.1 and 23.2 shall be effective at the beginning of an employee's 1988-89 appointment, but not before August 7, 1988.

23.10 Nothing contained herein shall prevent the Board from providing salary increases beyond the increases specified above.

23.11 Contract and Grant Funded Increases.

(a) Nothing contained herein shall prevent employees whose salaries are funded by grant agencies from being allotted raises higher than those provided in this Agreement.

(b) Employees on contracts or grants shall receive non-discretionary salary increases equivalent to similar employees on regular funding, provided that such salary increases are permitted by the terms of the contract or grant. In the event such salary increases are not permitted by the terms of the contract or grant, or in the event adequate funds are not available, the Board or its representatives shall seek to have the contract or grant modified to permit such increases.

(c) Employees on contracts or grants shall be eligible for consideration for discretionary salary increases equivalent to similar employees on regular funding, provided that such salary increases are permitted by the terms of the contract or grant and provided further that adequate funds are available for this purpose in the contract or grant. In the event adequate funds are not available, the Board or its representatives shall seek to have the contract or grant modified to permit such increase.

23.12 Order of Salary Increases. To arrive at a full-time employee's 1988-89 salary rate, begin with the employee's June 30, 1988, salary rate and add increases in the following order:

- (a) Salary Equity - 23.1(d)(1)
- (b) DRS/County Schedule Equity - 23.1(b)
- (c) Minimum Salaries - 23.2(b)
- (d) Across-the-Board Salary Increases - 23.1(a) and 23.2(a)
- (e) Promotion - 23.1(d)(2)
- (f) Merit - 23.1(c)
- (g) Discretionary - 23.1(d)(4) and 23.2(c)
- (h) DRS Supplements - 23.1(d)(3)

#### ARTICLE 24. FRINGE BENEFITS

24.1 Benefits Improvements. The Board shall provide improvement in existing State-sponsored fringe benefits for employees to the extent authorized and funded by the State Legislature.

24.2 Benefits Initiatives.

(a) The Board is committed to pursue the implementation of a pre-tax benefits program for employees in the State University System. In developing and implementing such a program, it is not the primary intent of the Board to provide for cost containment but rather to enable employees to make more effective and efficient use of current Board and employee expenditures in the benefits area. The program being pursued by the Board includes (1) placing employee-paid State insurance premiums on a pre-tax basis and, (2) making a flexible spending account, for medical and dependent care expenses, available to employees. The parties agree to seek legislation during the 1988 Session authorizing such a program. The Board shall continue to negotiate with UFF regarding any element of this program that would constitute a change in terms and conditions of employment.

(b) Child Care. The parties agree that a review of the Phase I survey responses indicates a need for a Phase II in-depth survey of need. The Board will conduct such a survey by January 1989. The Board also agrees to develop provisions for child care reimbursement as a category within the flexible spending account (see 24.2(a), above).

(c) The Board agrees to examine the feasibility of a program of matriculation

fee waivers or other approaches to defray matriculation costs for the spouses and children of employees which could be provided within existing resources and legislative authority. The results of such examination will be the subject of negotiations for the reopener to begin no later than October 30, 1988.

24.3 Part-time Employees. Part-time employees, except those in positions funded from Other Personal Services funds, are entitled to employer-funded fringe benefits under the provisions of State law and the rules of the Department of Administration and the Division of Retirement. Part-time employees should contact the personnel office at their university to determine the nature and extent of the benefits for which they are eligible.

24.4 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 rules, as of March, 1987, limit retirement credit for such leave to one work year at one time (e.g., 12 months for 12 month contract employees, 10 months for 10 month contract employees, etc.) and a total of two work years, not to exceed 24 months, during the employee's entire period of State employment. The current rules also require that to receive 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. Employees who are to take such a leave of absence should contact the personnel office at their university for complete information prior to taking the leave.

24.5 Benefits for Retired Employees.

(a) Retired employees with at least ten years service with the State University System shall be eligible, upon request, and on the same basis as other employees, subject to university policies, to receive the following benefits at the university from which they retired, or at employee's option, from the university nearest their primary residence, provided that the university from which they retired is located in a different metropolitan area than their primary residence:

- (1) retired employee identification card;
- (2) use of the university library (i.e. public rooms, lending and research service);
- (3) listing in the university directory;
- (4) placement on designated university mailing lists;
- (5) a university parking decal;
- (6) use of university recreational facilities (retired employees may be charged fees different from those charged to other employees for the use of such facilities); and
- (7) the right to enroll in courses without payment of fees, on a space available basis, in accordance with the provisions of Section 240.235(4), Florida Statutes.

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

(c) With the exception of retirees who participated in the SUS Optional Retirement Program and for whom provisions have been made, as stipulated in Section 24.6(a)(5) of this Agreement, retired employees of any State-administered retirement system are entitled to health insurance subsidy payments in accordance with s.112.363(8), F.S.

24.6 Optional Retirement Program.

**Section 23.12** Add "Minimum Salaries — 23.2 (b)."

#### Article 24 FRINGE BENEFITS

NOTE: Changes refer to the 1987 Successor Agreement.

\* **Section 24.2** Delete "cafeteria/flexible," and add "for employees," "primary" and "The program being pursued," etc., as above. Rewrite sub-section (b), as above. Delete sub-section (c) and move to Articles 10.7 and 16.7. Replace (d) with new sub-section (c), as above.

**Section 24.4** Reword, as above.

\* **Section 24.5** Add new sub-section (c), as above.

\* **Section 24.6** Add "as well as an amount," etc., as above.

(a) An Optional Retirement Program will be provided including at least the following provisions:

(1) Eligibility for all full-time faculty, and those A&P employees who meet the criteria listed below, who are in the collective bargaining unit and otherwise eligible for membership in the Florida Retirement System. A&P employees serving in positions which the Division of Retirement determines meet the following criteria shall be eligible for the Optional Retirement Program: the duties and responsibilities of the position must include either the formulation, interpretation, or implementation of academic policies, or the direct support of the academic program of the university; and recruiting to fill vacancies in the position must be conducted within the national or regional market;

(2) A reasonable period of at least 90 days in which an eligible employee may decide whether to participate in the Optional Retirement Program;

(3) No loss of accrued service credit or vested retirement benefits in the Florida Retirement System if an employee elects to participate in the Optional Retirement Program, provided, however, that any employee participating in the Optional Retirement Program at the time of the employee's retirement shall not be eligible to participate or accrue retirement credit in any State retirement system, including the Florida Retirement System, subsequent to retirement, whether or not the employee is reemployed by the State University System after retirement;

(4) Benefits under the Optional Retirement Program shall be fully and immediately vested in the participating employees;

(5) The employer shall contribute to the Optional Retirement Program, on behalf of each employee participating in the program, an amount equal to the normal cost portion of the employer's contribution to the Florida Retirement System, as well as an amount equal to the employer's contribution to the Retiree Health Insurance Subsidy program on behalf of non-Optional Retirement participants (see s. 112.363(8), F.S.), less a reasonable and necessary amount, as determined by the Legislature, which shall be provided to the Division of Retirement for administering the program; and

(6) A participating employee may contribute to the Optional Retirement Program, by salary reduction or deduction, a percentage amount of the employee's gross compensation not to exceed the percentage amount contributed by the employer to the Optional Retirement Program.

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

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

#### 24.7 Phased Retirement Program.

(a) Eligibility.

Employees who have accrued at least ten years of creditable service in the Florida or Teachers Retirement System or Optional Retirement Program are eligible to participate in the Phased Retirement Program. Such eligibility shall expire not later than 180 days after the employee's 62nd 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 90 days after they submit such written notice, except that when the end of this 180 days 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).

(b) Program Provisions.

(1) All participants must retire and thereby relinquish all rights to tenure as described in Article 15, 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) Participants shall, upon retirement, receive payment for any unused annual leave or sick leave to which they are entitled.

(3) a. Participants on academic year appointments, or those who are employed for more than nine months, shall be offered reemployment by the university for one-half (.5 FTE) of the academic year (780 hours, or 19 weeks), at a salary proportional to their salary prior to retirement. The assignment shall be scheduled within one semester unless the participant and the university agree otherwise. Participants shall also be offered the option of continuing their pre-retirement appointment during the year next following the date of retirement. If the employee accepts reemployment by the university during any portion of the 12 month period following the employee's effective date of retirement, the employee shall not receive retirement benefits during such reemployment in accordance with Section 121.091(9)(b), Florida Statutes (1984).

b. Participants on appointments of less than nine months, or less than 1.0 FTE, shall be reemployed for one-half of their pre-retirement appointment, not to exceed 19 weeks, and at a proportional salary. These participants may exercise the option of continuing their pre-retirement appointment during the year following retirement, subject to the conditions outlined in (3)a. above, and (5).

c. Prior to reemployment, participants in the Phased Retirement Program must remain off the State pay-roll for one calendar month following the effective date of retirement.

(4) Upon reemployment, participants shall accrue sick leave at a rate directly proportionate to the percent of time employed. Participants will not be reimbursed for accrued sick leave at the termination of their post-retirement reemployment period.

(5) a. The period of reemployment obligation shall extend over five consecutive years, beginning with the academic year next following the date of retirement, except that for those participants who exercise the option of continuing their pre-retirement appointment the year following retirement (as described in (3) above), the period of reemployment obligation shall extend over four consecutive years beginning with the academic year next following the date of retirement.

b. The period of reemployment obligation shall not be shortened by the university except under the provisions of Article 16 of the Agreement. During the period of reemployment, participants are to be treated as tenured or as having five or more years of continuous service, as appropriate, for purposes of Article 13.1(a) and (b) of the Agreement.

(6) A participant may decline an offer of reemployment, with

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\* Section 24.7 Rewrite as above. Add "except that when the end of this 180 days period," etc., as above. Add new sub-section (b)(3)(c), as above. Change "unused" to "accrued." Add new sub-sections (b)(12) and (13), and (d) as above.

reasonable notice to the university. Such a decision shall not extend the period of reemployment beyond the period described above. At the conclusion of the reemployment period, the university may, at its option, continue to reemploy participants in this program on a year-to-year basis.

(7) Participants shall receive all across-the-board salary adjustments available to employees, in an amount proportional to their part-time appointment, and shall be eligible for discretionary salary increases on the same basis as other employees.

(8) Participants may participate in all fringe benefit programs for which they are otherwise eligible as part-time employees and retirees.

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

(10) UFF payroll deductions, as specified in Article 26, if applicable, shall be continued for a program participant during each reemployment period.

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

(12) Employees who are reemployed by the State University System subsequent to their retirement shall not thereafter be eligible to participate nor accrue retirement credit in any State retirement system, including the Florida Retirement System.

(13) The decision to participate in the Phased Retirement Program is irrevocable.

(c) The parties agree to jointly develop written information describing the current provisions of the Phased Retirement Program in the Agreement. The Board shall distribute this written information to university personnel departments and UFF chapters, upon request.

(d) The parties support legislation that reduces the reemployment period described in Section 24.7(b)(3)a., above.

24.8 Tuition-Free Courses for Employees. Subject to the approval of the receiving university, a permanent full-time employee, including those employees on sabbaticals or on professional development or grants-in-aid leave, with at least six months of service, may take up to six credit hours of on-campus instruction per term tuition-free at any university within the State University System on a space available basis, limited to courses that do not increase the direct cost to the university. For purposes of this paragraph, the word "term" is defined as one of the two semesters in the academic year or the period of approximately 13 weeks between the end of the spring semester and beginning of the fall semester.

## ARTICLE 25. UFF INSURANCE DEDUCTION

### ARTICLE 26. PAYROLL DEDUCTION

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

26.1 Deductions.

(a) During the term of this Agreement, the Board, by and through the respective universities, agrees to deduct UFF membership dues in an amount established by UFF and certified in writing by the UFF State President to the Board, 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 full days following receipt of authorization by the university. UFF shall give written notice to the Board of any changes in its dues at least 45 days prior to the effective date of any such changes.

26.2 Remittance. The dues and other authorized deductions shall be remitted by the Board to the UFF State President on a biweekly basis, within 30 days following the end of the pay period. Accompanying each remittance shall be a list of the employees from whose salaries such deductions were made and the amounts deducted.

26.3 Termination of Deduction. The Board's responsibility for deducting dues and other authorized deductions from an employee's salary shall terminate automatically upon either (a) 30 days written notice from the employee to the Board, the university personnel office, and to UFF revoking that employee's prior deduction authorization, or (b) the transfer or promotion of the authorizing employee out of the bargaining unit. Employees who have valid deduction authorizations filed with the university, whose deduction is discontinued because of a leave without pay, shall have their deduction resumed upon return to pay status within the bargaining unit.

26.4 Reinstatement of Deduction. The university shall reinstate dues deductions for employees who have previously filed authorization for dues deduction and who are subsequently placed in leave without pay status, or participate in the Phased Retirement Program, upon commencement of full- or part-time employment in the SUS.

26.5 Indemnification. UFF assumes responsibility for (1) all claims against the Board and the universities, 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 UFF. UFF shall promptly refund to the Board excess monies received under this Article.

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

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

## ARTICLE 27. MAINTENANCE OF BENEFITS

### ARTICLE 28. MISCELLANEOUS PROVISIONS

28.1 No Strike or Lockout. The Board agrees that there will be no lockout systemwide or at any of the universities during the term of this Agreement. UFF agrees that there will be no strike by itself or by any employees during the term of this Agreement.

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**Section 24.8** Delete language on employee-paid disability insurance program. Replace with Tuition-Free Courses moved from 21.4.

### Article 25

#### (Retitled) UFF INSURANCE DEDUCTION

No changes.

### Article 26

#### PAYROLL DEDUCTION

**Section 26.4** Add new section "Reinstatement of Deduction," as above.

### Article 27

#### MAINTENANCE OF BENEFITS

No changes.

28.2 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 take immediate effect upon the enactment of such legislation.

28.3 Legislative Action. The Board 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.

28.4 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 Leon County, Florida. In an action commenced in Leon County, neither the Board nor UFF will move for a change of venue based upon the defendant's residence in fact if other than Leon County.

28.5 Copies of Agreement. The Board agrees to provide 8,500 copies of the ratified Agreement to UFF for distribution to employees, to make additional copies of the Agreement available for examination at designated places at each university, and to provide a copy to each new employee upon hiring. If the employee does not receive a copy from the university as part of the hiring process, the employee may obtain one from the UFF chapter. UFF agrees to distribute copies of the Agreement to current employees in the unit when the Agreement is ratified.

28.6 Class Titles.

(a) Whenever the Board creates a new class, it shall designate such class as being either within or outside the bargaining unit and shall notify UFF. Further, if the Board revises the specifications of an existing class so that its bargaining unit designation is changed, it shall notify UFF of such new designation. Within ten days following such notification, UFF may request a meeting with the Board or its representative for the purpose of discussing the designation. If, following such discussion, 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.

28.7 Salary Rate Calculation and Payment. The biweekly salary rate of employees serving on 12 month (calendar year) appointments shall be calculated by dividing the calendar year salary rate by the number of work days in the appointment year (260 to 262)\*\* and shall be paid over the term of the appointment.

28.8 The Board will pursue the feasibility of paying faculty members serving on 39-week appointments over 12 months. The results of this study shall be reported to UFF no later than November 1, 1988.

\*\* The actual number of work days in any calendar year is affected by such factors as leap-year and may vary from year to year.

#### ARTICLE 29. SEVERABILITY

#### ARTICLE 30. AMENDMENT AND DURATION

30.1 The Agreement shall become effective on the date it is signed and remain in effect through June 30, 1991, with the following exceptions:

(a) Renegotiations for the 1989-90 year shall begin no later than October 30,

1988, and shall include the following articles:

Article 9; Article 17; Article 18; Article 19; Article 21.7; Article 23; Article 24; and Article 28.8.

(b) Renegotiations for the 1990-91 year shall begin no later than October 30, 1989, and shall include the following articles:

Article 3; Article 8; Article 15; Article 23; and Article 24.

(c) Other subjects may be subject to negotiation or renegotiation upon the agreement of the parties.

(d) Negotiations for a successor agreement shall begin no later than October 30, 1990.

(e) The dates for renegotiations, or negotiations as specified above, may be changed by agreement of the parties. If the Board and UFF fail to secure a successor agreement prior to the date upon which this Agreement expires, the parties may agree to extend this Agreement for any period of time.

30.2 In the event the Board and 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.

#### ARTICLE 31. TOTALITY OF AGREEMENT

31.1 Limitation. The parties acknowledge that during the negotiations which resulted in the Agreement, the Board and 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 Board and 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.

#### ARTICLE 32. DEFINITIONS

As used in this Agreement, the term:

32.1 "bargaining unit" means those employees, collectively, represented for collective bargaining purposes by UFF pursuant to the certification of the Florida Public Employees Relations Commission dated November 21, 1984, wherein the Commission ordered that Certification number 218, previously issued to UFF, remain in effect, and Order number 84-E-112, dated June 14, 1984, wherein the Commission adopted the bargaining unit agreed to by the Board of Regents and UFF, as amended.

32.2 "Board" or "Board of Regents" means the body established by Florida Statutes, Chapter 240.

32.3 "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.

#### Article 28

#### MISCELLANEOUS PROVISIONS

Section 28.5 Change 8,000 to 8,500.

Section 28.8 Add new section on new optional pay plan, as above.

#### Article 29

#### SEVERABILITY

No changes

#### Article 30

#### AMENDMENT AND DURATION

Section 30.1 Delete and replace with sub-sections (a) and (b), as above. Change "October 1, 1987" to "October 30, 1990," as above.

#### Article 31

#### TOTALITY OF AGREEMENT

Sections titled.

Section 31.1 Add "the Board and," as above.

Section 31.2 Delete "Therefore," as above.

- 32.4 "continuous service" means employment uninterrupted by a break in service.
- 32.5 "days" means calendar days and "months" means calendar months.
- 32.6 "employee" means a member of the bargaining unit.
- 32.7 "supervisor" means an individual identified by the President or representative as having immediate administrative authority over bargaining unit employees.
- 32.8 "SUS" or "State University System" means the system of institutions and agencies within the jurisdiction of the Board of Regents.
- 32.9 "UFF" means United Faculty of Florida.
- 32.10 "university" means one of the nine institutions in the State University System and its staff.
- 32.11 Number — The singular includes the plural.
- 32.12 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.
- 32.13 "equitable" means fair and reasonable under the circumstances.
- 32.14 "academic year" means a period consisting of a fall and spring semester totaling 39 contiguous weeks.
- 32.15 "principal place of employment" means the campus location or other university site specified on the employee's standard employment contract.

#### APPENDIX A

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
- 9063 — Associate Chairperson and Professor
- 9064 — Associate Chairperson and Associate Professor
- 9065 — Associate Chairperson and Assistant Professor
- 9066 — Assistant Chairperson and Professor
- 9067 — Assistant Chairperson and Associate Professor
- 9068 — Assistant Chairperson and Assistant Professor
- 9069 — Assistant Chairperson and Instructor
- 9070 — Area Chairperson and Professor
- 9071 — Area Chairperson and Associate Professor

- 9072 — Area Chairperson and Assistant Professor
- 9115 — Coordinator
- 9116 — Coordinator and Professor
- 9117 — Coordinator and Associate Professor
- 9118 — Coordinator and Assistant Professor
- 9119 — Coordinator and Instructor
- 9120 — Associate in \_\_\_\_\_
- 9121 — Assistant in \_\_\_\_\_
- 9126 — Program Director
- 9127 — Program Director and Professor
- 9128 — Program Director and Associate Professor
- 9129 — Program Director and Assistant Professor
- 9130 — Program Director and Instructor
- 9134 — Department Head and University Librarian
- 9135 — Department Head and Associate University Librarian
- 9136 — Department Head and Assistant University Librarian
- 9137 — Assistant Department Head and University Librarian
- 9138 — Assistant Department Head and Associate University Librarian
- 9139 — Assistant Department Head and Assistant University Librarian
- 9150 — Curator
- 9151 — Associate Curator
- 9152 — Assistant Curator
- 9153 — Staff Physicist
- 9160 — Research Scholar/Scientist
- 9161 — Associate Research Scholar/Scientist
- 9162 — Assistant Research Scholar/Scientist
- 9163 — Engineer
- 9164 — Associate Engineer
- 9165 — Assistant Engineer
- 9166 — Research Associate
- 9167 — Counselor/Advisor and Professor
- 9168 — Counselor/Advisor and Associate Professor
- 9169 — Counselor/Advisor and Assistant Professor
- 9170 — Counselor/Advisor and Instructor
- 9172 — Physician's Assistant in \_\_\_\_\_
- 9173 — Counselor/Advisor
- 9178 — Instructional Specialist
- 9334 — Specialist, Computer Research
- 9394 — Coordinator, Cooperative Ed
- 9419 — Coordinator, Research Information
- 9433 — Specialist, Music
- 9434 — Counseling Psychologist
- 9435 — Resident Advisor to Students
- 9460 — University Psychiatrist
- 9461 — Clinical Psychologist
- 9462 — University Physician
- 9463 — University Veterinarian
- 9464 — Physician's Assistant
- 9490 — University Dentist
- 9495 — Specialist, Student Counseling

Together with chairpersons (9060-9062) in the following universities, divisions, schools, or colleges:

- Florida Atlantic University
- Florida International University

#### Article 32 DEFINITIONS

**Section 32.14** Add new definition of "academic year," as above.

**Section 32.15** Add new definition of "principal place of employment," as above.

#### Appendix A CLASS TITLES IN BARGAINING UNIT

Delete first introductory sentence. Add "classifications" and delete "certified by PERC," as above. Renumber Librarians and Department Heads and Librarians, as above. Delete 9144-9148, Athletic Coaches and Trainer, and renumber Staff Physicist and Instructional Specialist, as above. Retitle 9334, 9394, 9419, 9433, 9434, 9435 and 9495, as above.

College of Arts and Sciences  
School of Education  
School of Public Affairs and Services

Florida State University  
College of Arts and Sciences  
College of Business  
College of Communication  
College of Social Sciences  
College of Visual Arts

University of Florida  
College of Liberal Arts and Sciences  
College of Education  
College of Business Administration  
College of Fine Arts  
College of Physical Education, Health and Recreation

University of South Florida  
College of Arts and Letters  
College of Natural Sciences  
College of Social and Behavioral Sciences  
College of Education

All other employees of the Board of Regents are excluded from this bargaining unit.

**APPENDIX B**

**UFF DUES CHECK-OFF AUTHORIZATION FORM**

**APPENDIX C  
GRIEVANCE**

**APPENDIX D  
REQUEST FOR REVIEW OF STEP 1 DECISION**

**GRIEVANT**

**STEP 1 GRIEVANCE  
REPRESENTATIVE**

NAME: \_\_\_\_\_ NAME: \_\_\_\_\_

UNIVERSITY: \_\_\_\_\_ MAILING ADDRESS: \_\_\_\_\_

OFFICE ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**DATE OF STEP 1 DECISION:**

\_\_\_\_\_

Provisions of Agreement allegedly violated (as specified at Step 1): \_\_\_\_\_

\_\_\_\_\_

I hereby request that the Chancellor or representative review the attached decision made in connection with the attached grievance because:

Grievant received the decision on \_\_\_\_\_, and filed this request for review with the Chancellor's office on \_\_\_\_\_, by (check one): mail (certified or registered, restricted delivery, return receipt requested) \_\_\_\_\_; personal delivery \_\_\_\_\_.

DATE OF RECEIPT BY CHANCELLOR'S OFFICE: \_\_\_\_\_

Signature of Grievant \_\_\_\_\_

I am represented in this grievance by (check one — representative should sign on appropriate line):

\_\_\_\_\_ UFF \_\_\_\_\_  
\_\_\_\_\_ Legal Counsel \_\_\_\_\_  
\_\_\_\_\_ Myself \_\_\_\_\_

I (do) \_\_\_\_\_ (do not) \_\_\_\_\_ want a postponement of the Step 2 meeting for up to 25 days.

A copy of the following documents must be attached to this Request at the time of its filing with the Chancellor or representative:

- 1. Appendix C — Original grievance form filed with the University.
- 2. Step 1 Decision, if issued by University.
- 3. All attachments to Step 1 Decision, as required in Article 20.8, Grievance Procedure.

This request should be sent to:

OFFICE OF HUMAN RESOURCES  
BOARD OF REGENTS, STATE UNIVERSITY SYSTEM OF FLORIDA  
107 W. Gaines St., Collins Bldg., Rm. 226  
Tallahassee, Florida 32399-1950

The Grievant shall provide copy of the Request for Review of Step 1 Decision to the University Step 1 Representative.

Copies of Step 2 Decision shall be sent to: Grievant, Step 1 Grievance Representative, and University Step 1 Representative.

**APPENDIX E  
NOTICE OF ARBITRATION**

**APPENDIX F  
SALARY INCREASES — 1988-89**

1. In accordance with the provisions of the 1988-89 negotiated Agreement between the Board of Regents and the United Faculty of Florida that have been submitted to the 1988 Legislature for funding, salary increases for 1988-89 shall be provided in the following manner:

"Rm. 210F" to "Rm. 226" and Zip Code "32301" to "32399-1950," as above. Add "Grievance" Representative and "University Representative" and delete "Reviewer."

**Appendix E  
NOTICE OF ARBITRATION**  
Change address of BOR, Office of Human Resources, as in Appendix D.

**Appendix F  
SALARY INCREASES**  
Rewrite in accordance with new Article 23, as above.

**Appendix B  
DUES CHECK-OFF AUTHORIZATION FORM**  
No changes

**Appendix C  
GRIEVANCE**  
No changes

**Appendix D  
REQUEST FOR REVIEW OF STEP 1 DECISION**  
Add step 1 "Grievance," "I do - (do not) - want a postponement," etc. and "The Grievant shall provide copy," etc., as above. Change

A. Across-the-Board Salary Increases. The annual salary rate for each full-time 9 month employee shall be increased by 1.5% plus \$415; full-time 12 month employees, 1.5% plus \$550; full-time 10 month DRS employees, 1.5% plus \$465. Part-time employees shall be paid at a salary rate representing a proportion of this increase as determined by their fractional F.T.E. appointment.

B. Developmental Research School/County Schedule Equity. The annual salary rate for employees in the Developmental Research Schools shall be adjusted so that they are not less than the salaries provided to teachers by the county within which each DRS school is located, based on degree and years of experience on the county's 1987-88 schedule.

C. Minimum Salaries. Approximately \$250,000 of the salary increase funds provided in Article 23.2 for 1988-89 shall be distributed to ranked faculty and librarians for minimum salaries.

D. Merit Salary Increases. Funds of 1.2% of the June 30, 1988 salary rate of employees shall be distributed to eligible employees in accordance with criteria and procedures developed pursuant to Article 23.4 of the Agreement.

E. Statutorily Required Equity Increases. Salary increases granted to correct salary inequities based upon sex or race in accordance with Section 240.247, Florida Statutes.

F. Promotions. Promotional increases shall be granted to full-time employees in the following amounts (proportional increases shall be provided part-time employees):

To Assistant Professor, Assistant University School Professor, Associate in \_\_\_\_\_, and Assistant University Librarian — \$1,000 or 3.5% of the employee's 1987-88 base salary rate, whichever is higher;

To Associate Professor, Associate University School Professor, Research Associate (9166), Associate Curator (9151), Associate Research Scholar/Scientist, Associate Engineer, and Associate University Librarian — \$1,500 or 5.25% of the employee's 1987-88 base salary rate, whichever is higher; and

To Professor, University School Professor, Curator (9150), Research Scholar/Scientist, Engineer, and University Librarian — \$2,500 or 8.75% of the employee's 1987-88 base salary rate, whichever is higher.

G. Developmental Research School Supplements. Employees in the Developmental Research Schools shall receive salary supplements for the approved activities described below, performed in addition to the regular professional assignment in instruction, research, and service. These salary supplements shall be paid over the period for which the activity is assigned and are not included in the base salary rate upon which future increases are calculated.

For the following activities — \$500: Department Chair (3 or more 1.0 F.T.E. members), Student council/government advisor, Drama coach, Literary magazine sponsor, Faculty sponsor, Assistant coach, Division director/chair.

For the following activities — \$800: Cheerleader sponsor/coach, Newspaper sponsor, Yearbook sponsor, Head coach (junior varsity sports), Head coach (minor sports), Choral director.

For the following activities — \$1,100: Athletic director, Band director, Head coach (major sports).

H. Discretionary Increases.

1. A&P Pay Grade Minimum Increase. The salaries of A&P employees shall be increased to meet the new pay grade minimums that are to be effective August 7, 1988, if such salaries are below these new minimums after other salary increases have been provided.

II. Distribution of Merit and Discretionary Increases. Merit and Discretionary salary increases (I.C. and I.G., above) shall be provided to full-time employees in increments of \$300; proportional increases shall be provided to part-time employees. After an employee has received two such increases (\$600 for full-time employees) in either or both of these increase categories, additional salary increases in these categories may be provided to such employees in any amount.

III. Order of Salary Increases

- (a) Salary Equity (paragraph I.E.)
- (b) DRS/County Schedule Equity (paragraph I.B.)
- (c) Minimum Salaries (paragraph I.C.)
- (d) Across-the-Board Salary Increases (paragraph I.A.)
- (e) Promotion (paragraph I.F.)
- (f) Merit (paragraph I.D.)
- (g) Discretionary (paragraph I.H.)
- (h) DRS Supplements (paragraph I.G.)
- (i) A&P Pay Grade Minimums (paragraph I.I.)

#### IV. Eligibility for Salary Increases

A. Employees, whenever hired, are eligible to receive the following increases:

1. Developmental Research School/County Schedule Equity (paragraph I.B.)
2. Developmental Research School Supplements (paragraph I.G.)
3. Minimum Salaries (paragraph I.C.)
4. A&P Pay Grade Minimum Increase (paragraph I.I.)

B. Employees hired June 30, 1988 or before shall receive the following increase:

1. Across-the-Board Salary Increases (paragraph I.A.)

C. Employees hired January 31, 1988 or before shall be eligible to receive the following increases:

1. Adjustments for inequity based on sex or race (paragraph I.E.)
2. Promotion Increases (paragraph I.F.)
3. Discretionary Increases (paragraph I.H.)
4. Merit Increases (paragraph I.D.)

V. Effective Date for Increases. Salary increases shall be effective on the date on which 1988-89 academic year appointments begin, but not before August 7, 1988.

VI. The person(s) making the initial recommendation for this area is (are):

Name(s):

Office(s):

If you wish to consult with the person(s) regarding the recommendation for salary increases, please contact him or her prior to \_\_\_\_\_ Date

All employees have the right to consult with the person(s) making the initial recommendation regarding salary increases. All employees will be notified two weeks prior to the implementation of the salary increase of the amount of increase and the categories in which the salary increase is distributed.

**THIS NOTICE MUST BE POSTED AT LEAST TWO WEEKS PRIOR TO THE DATE ON WHICH THE INITIAL RECOMMENDATION REGARDING SALARY INCREASES IS MADE.**

#### APPENDIX G

##### SALARY INCREASE NOTIFICATION 1988-89

#### APPENDIX H

##### MEMORANDUM OF UNDERSTANDING

##### BOARD OF REGENTS AND UNITED FACULTY OF FLORIDA EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION PROCEDURE

The Board of Regents and United Faculty of Florida agree to the following procedure as the exclusive method of resolving disputes which allege that an

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**Appendix G**  
**SALARY INCREASE NOTIFICATION**  
Add "Minimum Salaries" and rewrite in accordance with new Article 23.

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employee's assignment has been imposed arbitrarily or unreasonably.

The dispute shall not be processed unless it is filed prior to the effective date of the employee's assignment. 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 by the Neutral Umpire.

All time limits contained herein may be extended by mutual agreement of the President's representative 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., the day ends at 5:00 p.m.

An employee who alleges that the assignment has been imposed arbitrarily or unreasonably may file a grievance under Article 20 of the BOR/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 and unreasonably imposed.

(a) An employee who believes that the assignment has been imposed arbitrarily or unreasonably shall, within twenty-five days of 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 university 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.

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

(c) 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 days after the initial conference.

(d) The UFF representative shall schedule a meeting with the Dean or other appropriate administrator to be held no later than four days after filing the ADR Form with the Dean or other appropriate administrator. At this meeting, the employee, UFF representative, and the Dean or appropriate administrator shall discuss the dispute and attempt to resolve it. Within 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.

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

(f) Upon receipt of the completed ADR Form and other documentation, the President's designee 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. 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.

(g) Following the filing of the completed ADR Form with the President's designee, the UFF representative shall schedule a meeting with the President's designee for the purpose of selecting a Neutral Umpire from the Neutral Umpire Panel. This meeting shall be scheduled for no later than seven 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.

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

(i) Upon the agreement of the Neutral Umpire to participate, the President's designee shall provide the Umpire with the employee's ADR File.

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

(k) The ADR Meeting shall be conducted as follows:

(1) The employee, 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. The Umpire shall submit to all parties a formal written decision on Part 4 of the ADR Form within 48 hours after the close of the ADR Meeting.

(3) Should the Neutral Umpire determine that the employee's assignment was imposed arbitrarily or unreasonably, the written decision shall indicate the reasons for that determination to aid the President or President's designee in fashioning an appropriate remedy. The Neutral Umpire shall not, however, make or suggest an assignment.

(4) The decision of the Neutral Umpire shall be final and binding on both parties.

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

(m) The President's representative and the UFF representative shall meet within two weeks of the signing of this Memorandum for the purpose of selecting an odd-numbered Neutral Umpire Panel. The Panel shall consist of no less than five and no more than nine individuals, not employed by the SUS, 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 UFF.

The President's designee and the UFF representative are encouraged to select educators from other non-SUS institutions in the area, fully retired faculty and

#### \* Appendix H

#### EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION PROCEDURE

\* (a) Change deadline, delete "notify," add "file Part 1 of the ADR form with," delete "of that belief," and add last three sentences, as above.

\* (b) Delete "such notification," insert "the ADR Form" and add last sentence, as above.

\* (c) Delete "complete Part 1," etc., and replace with "file the ADR Form," etc., as above.

\* (d) Delete "delivery of" and insert "filing." Delete "to" and insert "with." Delete "At" and insert "Within 24 hours after."

Delete "and the UFF representative" and add "and deliver it to the UFF representative." Delete last sentence, as above.

\* (e) Add "(with supporting documentation)" and delete last two sentences, as above.

(f) Add "who shall place," etc., as above.

\* (i) Delete "and the UFF representative," etc., and "A copy of any documents," etc., as above.

\* (k) (1) Change "or" to "a," delete "and" and "Each representative shall have," etc., and add "witnesses, and have present at the meeting," etc., as above.

\* (k) (2) Delete second sentence, reword and add "within 48 hours," etc., as above.



