



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE FLORIDA POLYTECHNIC UNIVERSITY
BOARD OF TRUSTEES

AND

UNITED FACULTY OF FLORIDA

2018-2021.8

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PREAMBLE

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

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

This Preamble serves only as a statement of intent and policy, and is not subject to any grievance or complaint procedures.

ARTICLE 1
RECOGNITION

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1.1 Bargaining Unit. The Board hereby recognizes the United Faculty of Florida as the exclusive representative, solely for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment as specifically set forth in this Agreement, for all in unit members in the bargaining unit described in Order Number 16E-274 dated October 27, 2016, Certification number 1898, issued by the Public Relations Commission, and amended on June 5, 2018 in Order Number 18E-137. (See Appendix “A”)

**ARTICLE 2
CONSULTATION**

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- 2.1 Consultation with President. The University President or the President’s representative(s) and the UFF Poly Chapter representatives may periodically meet to discuss matters pertinent to the implementation or administration of this Agreement, University actions affecting terms and conditions of employment, or any other mutually agreed upon matters. Such meetings shall normally occur once per semester (Fall, Spring) at either party’s request. The meeting should occur within thirty (30) days once the request is made.
- 2.2 Agendas. A written agenda shall be submitted by the requesting party to the other party no less than five (5) days before the scheduled date of the meeting. Additional matters for discussion may be placed on the agenda at the discretion of the other party.
- 2.3 Additional Consultations. Other consultations may occur if mutually agreed upon.
- 2.4 Purpose. Consultations may be used to resolve problems regarding the implementation and administration of the Agreement. The parties understand and agree that such meetings shall not constitute or shall not be used for the purpose of collective bargaining, discussing specific grievances, or modifying, adding to, or deleting any provision of this Agreement.

**ARTICLE 3
MANAGEMENT RIGHTS**

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3.1 Public Employer’s Rights. It is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and its exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force.

(a) According to Florida Statutes 447.209, and the express agreement of the parties, the University maintains all management rights, including but not limited to the following examples:

1. To perform those duties and exercise those responsibilities which are assigned and/or required by the University pursuant to applicable federal and state law, regulations, or other appropriate authority.
2. To determine and adopt the policies and programs, standards, rules and regulations determined by the University to be necessary for the operation and/or improvement of the University, and to select, manage and direct management, administrative, supervisory and other personnel.
3. To set methods, means of operations and standards of services to be offered by the University, and to contract such operations/services to the extent deemed practical and feasible by the University in its discretion.
4. To decide the number, location, design, and maintenance of the University's facilities, buildings, supplies and equipment. To relocate, remodel, or otherwise revise University operations and facilities as may be deemed necessary to the University. To have oversight and ultimate authority on laboratory equipment.
5. To determine qualifications of all employees in the University. To select, examine, hire, classify, train, layoff, assign, schedule, retain, transfer, promote, direct and manage all employees of the University consistent with the existing provisions of law and this Agreement.
6. To select supervisory and managerial personnel from the working forces strictly based on management's determination of individual ability, based on examination, performance evaluation, special skills, classification, and other related elements at the discretion of the University consistent with this Agreement.
7. To discharge, demote, fine, or suspend any employee of the University, and to take other disciplinary action against such employee, or to relieve such employee from employment.

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- 8. To increase, reduce, change, modify or alter the size and composition of the workforce.
- 9. To determine the number of employees to be employed in the University.
- 10. To determine the mandatory training that will be offered to employees and require participation in such training from its employees.
- 11. The University has the sole authority to determine and re-determine the purpose and mission of the University.
- 12. The University has the sole, exclusive right to direct the managerial, supervisory and administrative personnel, and any other persons not covered by this Agreement, to perform any task in connection with the operation of the University, whether or not normally performed by the employees within the bargaining unit.
- 13. The selection process and assignment of personnel outside of the bargaining unit is the sole responsibility of management and shall not be subject to the grievance and arbitration procedures provided in this Agreement.
 - (b) It is expressly understood by and between the parties to this Agreement that the University shall not be deemed to have waived or modified any of the rights reserved to the University under this Article by not exercising said rights in a particular matter or in a particular manner.
 - (c) Nothing contained in this Agreement shall abrogate the rights, duties and responsibilities of the University, as provided by law.
 - (d) Nothing in this Agreement shall limit the University in the exercise of its managerial functions. It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives of management not specifically enumerated. The University can exercise only those managerial functions that do not violate or abridge this Agreement.
 - (e) All other rights to manage the University and the operations, functions, and purposes thereof, which are not recited in or expressly limited by this Agreement, are reserved exclusively to the University.

ARTICLE 4
UFF PRIVILEGES

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4.1 Use of Facilities and Services. Subject to the rules, regulations and policies of the Board and the University, the UFF shall have the right to use the University’s facilities for meetings on the same basis as they are available to Affiliated Organizations. (See FPU-1.003 Use of University Facilities and Properties, amended on Dec. 6, 2017.) The UFF will not be charged for facility space usage or associated processing fees.

4.2 Faculty Assembly Meetings. The UFF shall have the right to address the Faculty Assembly when properly recognized by the Chair for the purpose of making announcements regarding collective bargaining or any item on the Faculty Assembly’s agenda that affects the wages, hours, or other terms and conditions of employment of bargaining unit members. Such recognition shall occur in the same manner for the UFF as it does for other organizations (i.e. Student Government Association) seeking to address the Faculty Assembly for the purpose of making public comments.

4.3 Other Meetings. UFF may invite faculty to UFF events such as lunches, picnics, gatherings, dinners, and other events as determined by the UFF.

4.4 New Faculty. UFF shall receive notification three times per year (prior to the opening of the fall semester, prior to the opening of the spring semester, and immediately at the conclusion of the spring semester) of new faculty hires including rank and academic year salary. UFF shall be given the opportunity to speak annually at the fall faculty orientation for ten minutes.

4.5 Bulletin Boards. UFF shall have the right to post notices to employees of activities and matters of concern to academic professionals on non-electronic bulletin boards located in areas as mutually agreed upon by UFF and the University. UFF is responsible for removing such postings when appropriate, but in no event shall the postings be left up for more than thirty (30) days. All materials placed on the designated bulletin boards shall bear the date of posting and may be removed by the University after having been posted for a period of thirty (30) days. In addition, such bulletin boards may not be used for election campaigns for public office or exclusive collective bargaining representation.

4.6 Communication. UFF shall have the right to send communications to their members or prospective members at their University email accounts for communications relevant to UFF’s status as a collective bargaining agent. The University has no obligation to provide UFF or its agents with a University email account or to create or provide UFF with access to various University email lists.

4.7 Employee Information List. On a semester basis FPU shall provide UFF with an electronic list (spreadsheet) of employees including the following information: first name, last name, work email address, work mailing address and phone number, position title, college/department/unit/program, payroll deduction status, salary, date of hire, date of last promotion.

49 4.8 UFF Activities. Faculty members or Instructors, designated as elected officers,
50 bargaining team members, or grievance representatives may participate in the following
51 representational activities:
52
53 1. Attend investigations or grievance meetings to represent employees;
54 2. Engage in collective bargaining while serving on union negotiating team, and;
55 3. Conduct ratification or contract education as necessary to implement this
56 agreement or re-openers;
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58 as long as such activities do not interfere with class/lab time, office hours, or any
59 mandatory University or Department activities or training.
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ARTICLE 5
ACADEMIC FREEDOM AND RESPONSIBILITY

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4 5.1 Policy. It is the policy of the University and the UFF to maintain, encourage, and protect
5 academic freedom. Academic freedom is essential to the University. It includes both
6 freedom of thought and expression, and it applies to teaching, research/creative activities,
7 and professional, public, and University service. Academic freedom is accompanied by
8 corresponding faculty and administration responsibilities, arising from the nature of the
9 educational process.

10 In order to ensure an atmosphere of academic freedom within the University neither the
11 University administration nor its representatives shall violate any faculty member's
12 academic freedom or penalize a faculty member for the legitimate exercise of academic
13 freedom, either in the performance of University duties or activities outside the University.
14 Moreover, the University recognizes that internal and external forces may seek at times
15 to restrict academic freedom, and the University shall protect and promote academic
16 freedom.

17 5.2 Academic Freedom. Faculty members shall be free to discuss topics relevant to the
18 course's subject matter in the classroom, to explore all avenues of scholarship, research,
19 and creative expression, to speak freely on all matters of university governance without
20 fear of University censorship, retaliation, or discipline.

21 (a) Teaching and Research/Creative Activities. Faculty members shall have the freedom
22 to:

- 23
24 1. Present and discuss, frankly and forthrightly, academic subjects, including
25 controversial material relevant to the academic course being taught.
26
- 27 2. Select instructional materials consistent with university regulations and
28 policies and define course content within general department guidelines,
29 course schedules, and course delivery modalities, and holding consistent
30 academic standards regarding the student learning outcomes as set by the
31 curriculum. In situations where there are multiple sections of the same course,
32 department faculty have the responsibility to select a uniform text book as a
33 group. In the event the department faculty are unable to do so, or desire to
34 utilize differing textbooks, prior authorization from the Provost or designee is
35 required. Special topics classes are excluded from this requirement.
36
- 37 3. Determine grades. Grading standards must reflect general department
38 guidelines, and must be substantially similar for multi-section courses. The
39 grade a current faculty member has determined for a student's performance
40 shall not be changed without the full-time faculty member's consent, except
41 by the current University academic appeals process.
42
- 43 4. Freely engage in scholarly, research, and creative activity, and publish the
44 results.
45

- 46 (b) Service. Service includes, but is not limited to, participation in governance processes
47 of the University, which is a fundamental aspect of academic freedom. Faculty
48 members shall have freedom to present ideas and discuss, frankly and in a forthright
49 manner, academic policy, University governance, or other matters pertaining to the
50 University.
51
- 52 (c) As to matters outside the area of the faculty member's scholarly interest, the faculty
53 member has the right to enjoy the same freedoms as other individuals, including
54 political rights and privileges, without fear of institutional censorship or discipline.
55
- 56 (d) All rights and responsibilities provided in this Article shall extend to all bargaining
57 unit members, regardless of whether their primary assignments include teaching and
58 research.
59

60 5.3 Academic Responsibility of Faculty Members. Academic freedom is accompanied by
61 corresponding faculty responsibilities. Academic responsibility implies the competent
62 performance of academic duties and obligations and the commitment to support the
63 responsible exercise of academic freedom by others. Members of the faculty have a
64 responsibility to:

- 65 (a) Observe and uphold ethical standards in the pursuit and communication of scientific
66 and scholarly knowledge as well as in their teaching and service duties;
67
- 68 (b) Refrain from using the classroom to promote a personal, political, or other agenda
69 that is not related to the instructional activity of the class;
70
- 71 (c) Provide course-level instruction designed to achieve that course's student learning
72 outcomes, support applicable program competencies, and, to the degree relevant,
73 prepare students for subsequent courses in the applicable program's plan of study;
74
- 75 (d) Treat students, staff, and colleagues fairly and civilly in discharging one's duties as
76 teacher, researcher, and intellectual mentor, in a manner consistent with the
77 provisions of this Agreement and University regulations and policy;
78
- 79 (e) Avoid any exploitation of other people for private advantage and treat them in a
80 manner consistent with the provisions of this Agreement and University regulations
81 and policy;
82
- 83 (f) Respect the integrity of the evaluation process, including the privacy rights of students
84 under law, and evaluate students, staff, and colleagues fairly according to the criteria
85 and procedures specified in the evaluation process;
86
- 87 (g) Represent one's self as a spokesperson for the University only when specifically
88 authorized to do so;
89
- 90 (h) Participate, as appropriate, in the system of shared academic governance, especially
91 at the department/unit level;
92

- 93 (i) Observe the published University regulations, provided the regulations do not
94 contravene this Agreement, academic freedom, or the faculty member's right to
95 criticize or seek revision of those duties, laws, regulations, policies, or procedures.
96
- 97 (j) Refrain from engaging in a pattern of behavior that disrupts or obstructs the orderly
98 and effective functioning of the department, college, or University. This section shall
99 not be construed or used to inhibit vigorous and tough-minded academic
100 disagreements which are a vital aspect of academic freedom or the right to free
101 expression and thought, on or off campus. A pattern of disruptive or obstructive
102 behavior must be supported by documentation. Academic freedom is accompanied
103 by corresponding responsibilities, including the duty to exercise appropriate restraint
104 and to show appropriate respect for the right of others to hold differing opinions.
105 Consequently, while academic disagreements are part of the orderly functioning of a
106 university, appropriate constructive cooperation is also critical to the faculty
107 member's effective performance as a member of the academy.
108

109 5.4 Academic Responsibility of the Board and the University Administration. Academic
110 freedom is accompanied by corresponding responsibilities of the Board and the
111 University Administration. Academic responsibility implies the competent performance
112 of duties and obligations and a commitment to actively foster within the University a
113 climate favorable to the responsible exercise of academic freedom. Therefore, it is the
114 responsibility of the Board and the University Administration to:

- 115 (a) Maintain, encourage, protect and promote the faculty's academic freedom so that it is
116 not compromised by harassment, censorship, reprisals, or prohibited discrimination.
117
- 118 (b) Ensure that the faculty's academic freedom, to include freedom of thought and
119 expression as guaranteed under the First Amendment of the Constitution of the United
120 States of America, is not stifled or compromised.
121
- 122 (c) Treat faculty members, students, and staff in a manner consistent with the provisions
123 of this Agreement.
124
- 125 (d) Respect the integrity of the evaluation process, including the privacy rights under law,
126 and fairly evaluate faculty according to the criteria and procedures specified in the
127 evaluation process.
128
- 129 (e) Respect and adhere to the principles of shared governance.
130
- 131 (f) Observe the published University regulations, provided that the regulations do not
132 contravene academic freedom, which includes the faculty member's right to
133 responsibly criticize and seek revision of the regulations.
134
- 135 (g) Refrain from engaging in behavior that directly undermines academic freedom, and
136 freedom of thought and expression as described in this Article or otherwise disrupt or
137 obstruct the orderly and effective functioning of the department, college, or
138 University.
139

- 140 (h) Prohibit unauthorized persons from entering or interrupting a faculty member's
141 classroom or laboratory, except with prior permission from the responsible faculty
142 member or during legitimate emergencies. The University shall support the authority
143 of each faculty member to have unauthorized persons removed from the faculty
144 member's classroom/laboratory. This provision shall not apply to administrators who
145 are responsible for evaluating the faculty member. At the faculty member's request,
146 University Administration shall take appropriate action to enforce this provision.
147
- 148 (i) Prohibit disruptive behavior, including: (1) behavior that involves violence against
149 faculty, staff or students; (2) threat(s) or instigation of violence; (3) malicious
150 vandalism; (4) possession of weapons of any type; (5) willful disregard of legitimate
151 directions; (6) continued use of abusive language or gestures; (7) or other behavior
152 that is unruly, disruptive, harassing, or abusive so that it seriously interferes with the
153 faculty member's ability to effectively communicate with other students in the class
154 or with the ability of the student's classmates to learn, or with the normal and orderly
155 conducting of the University's business. The University shall support the authority of
156 each faculty member to have disruptive persons removed from the faculty member's
157 classroom/laboratory or the campus.
158
- 159 1. Upon receiving a report of disruptive behavior, the University shall act
160 promptly to investigate and resolve the matter. Faculty may request that a
161 disruptive individual be barred from returning to the classroom. If the
162 University declines such a request, the University shall take appropriate
163 alternative action that ensures against a recurrence of the disruptive behavior
164 and shall inform the faculty member.
165
 - 166 2. A faculty member shall not be disciplined for taking reasonable action in self-
167 defense or in defense of others.

ARTICLE 6
APPOINTMENT AND PROMOTION

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4 6.1 General Principles

- 5
6 (a) The University and UFF recognize that Florida Polytechnic University is a new
7 institution, and as such, both parties accept that flexibility is required as we develop
8 an excellent faculty through the process of appointment and promotion. The
9 University and UFF share the desire to improve the quality of the University in all
10 areas, but particularly in the execution of teaching, research, and service by the
11 faculty. This article balances a recognition of the University's unique history,
12 newness, and current situation with a shared desire for continuous improvement.
13
14 (b) The University and UFF further recognize that promotions are an important method
15 by which the University recognizes excellence and rewards its employees'
16 contributions to advancing the mission of the University. Promotion decisions are not
17 determined by any sole factor and are based upon a careful and rigorous assessment
18 that relies upon faculty and administrative review of a faculty member's demonstrated
19 teaching, scholarship, research and service contributions at the University, the
20 assessment of the faculty member's continued positive contribution to their
21 department and the University, as well as the faculty member's potential for continued
22 appropriate contributions and growth. Elements critical to the promotion process
23 include, but may not be limited to, a faculty member's annual performance
24 evaluations, a significant and careful review of credentials by a set of faculty that hold
25 at least the rank sought by the candidate, an external set of recommendations
26 appropriate for that faculty member by subject matter experts in the candidate's field,
27 and administrative review.
28
29 (c) Every candidate for a promotion will be fairly evaluated and the integrity of the
30 evaluation process will be maintained to the highest degree.
31
32 (d) Non-reappointments shall not be made in an arbitrary or capricious manner.

33
34 6.2 Appointment and Reappointment Terms.

- 35
36 (a) Terms for appointments and reappointments are as follows:
37
38 1. Assistant Librarian and Wellness Counselor
39
40 a. Terms will be determined, and negotiated with the UFF, prior to the date
41 of hire.
42
43 2. Instructor
44
45 a. Initial term: two (2) years
46 b. Reappointment term: two (2) years. The University will provide
47 instructors with its reappointment decision at least one (1) year prior to the end of
48 the instructor's current contract.
49 c. Reappointment decisions must be considered by the division director (or

50 chair if no director is present), the Provost, and the Vice Provost of assessment
51 and instruction. Said consideration will be based on the faculty member's
52 performance reviews since their last reappointment or, if they have not yet been
53 reappointed since their initial appointment, faculty dossier, and other supporting
54 materials. If supporting materials are used as part of the review, the candidate will
55 be informed of this information, and provided a minimum of five (5) days to
56 respond to the information.

57 d. Upon request, the Provost will provide a written justification for his/her
58 decision.

59
60 3. Assistant Professor

61
62 a. Initial term: three (3) years

63 b. Reappointment term: three (3) years

64 c. May only be reappointed once and must apply for promotion no later than
65 at the completion of six, fall to spring, academic years. However, if hired prior to
66 June 1, 2017, such faculty must apply for promotion to Associate Professor no
67 later than the last year of their three-year reappointment term.

68 d. The University may permit a faculty member to delay promotion review
69 by granting a maximum one (1) year extension at this rank due to a valid request
70 for FMLA or other appropriate leave. Additional extensions beyond the extra year
71 are not permitted.

72
73 4. Associate Professor

74
75 a. Initial term: three years, unless the University determines that an initial
76 term of four (4) or five (5) years is warranted. The reason for a longer initial term
77 shall be provided to the union upon request.

78 b. Reappointment term: three (3) years (shortened review) or six (6) years
79 (full review)

80 c. Promotion term: Faculty members promoted from Assistant to Associate
81 Professor shall receive an appointment term of six (6) years

82
83 5. Full Professor

84
85 a. Initial term: six (6) years, unless the University determines that it is in its
86 best interest to offer an initial contract with a shortened duration.

87 b. Reappointment term: six (6) years when based upon a "full" review; three
88 (3) years when based upon a "shortened" review

89 c. Promotion term: Faculty members promoted from Associate Professor to
90 Full Professor shall receive an appointment term of six (6) years

91
92 (b) Exception for Professors Employed Prior to June 1, 2017. A professor employed at
93 the University prior to June 1, 2017, and continuously employed thereafter, who has
94 not been promoted while at the University, will have their "shortened" review
95 conducted in the spring of 2019, 2020 or 2021.

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97 1. Professors must request inclusion in the shortened review pool. The University
98 shall notify faculty in a timely manner that they must request inclusion.

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2. Up to fifteen (15) professors may elect to be reviewed in the first round of shortened reviews in the spring of 2019, and eighteen (18) professors may elect to be reviewed in the spring of 2020. The remaining professors that request a review will be reviewed in the spring of 2021.

3. If more than fifteen (15) professors elect to be reviewed in the first round, or eighteen (18) professors in the second round, elect to be reviewed, the reviews will be granted in reverse order of seniority by rank (Full Professors reviewed first) and regular order by employment seniority.

4. If less than eighteen (18) professors elect to be reviewed in the second round (2020), the University will select candidates in reverse order of seniority by rank (Full Professors first) and regular order by employment seniority (employees that have the greatest longevity of employment are reviewed first).

5. The Provost may elect to allow another maximum of six (6) individuals to be reviewed in each round of reviews based on a request from the individual and their director, or chair if the director is not present.

6. Until a professor has received a three (3) year appointment based on a shortened review, or alternatively, has been promoted, such professor is only eligible for a contract that is at most two (2) years in duration. During this time period, the University retains the right non-reappoint such professors for substantiated poor performance. A single performance evaluation finding that is "Needs Improvement" shall not be considered substantiated poor performance.

- (c) If a faculty member has participated in a review and is not provided with a reappointment, the faculty member shall be entitled to one (1) additional year of employment, with no right to continued employment. If a faculty member chooses not to participate in a reappointment review, or in the case of an Assistant Professor, chooses not to participate in the promotion process, the faculty member's employment shall end on the last date of the faculty member's existing contract.

6.3 Appointment Expiration and Reappointment Notice. Faculty appointments expire on the date set forth in the faculty member's employment contract. Prior to the expiration of a faculty member's appointment, the University will provide a letter to the faculty member notifying them of the expiration of their appointment. If the University intends to offer a faculty member reappointment, the University will inform the faculty member by August 15th of the year before the faculty member's existing employment contract expires.

6.4 Faculty Reappointment Review for Professors.

- (a) Shortened Review

1. Assistant Professors shall receive a shortened review during the spring semester of the final year of their initial appointment (or in the case of those hired before June 1, 2017, the schedule noted above is followed), except Assistant Professors applying for promotion to Associate Professor.

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2. Associate Professors hired after July 2017 shall receive a shortened review during the spring semester of the final year of their initial appointment only.

3. Assistant and Associate Professors hired on or before July 2017 shall receive a shortened review as provided in 6.1(b) above.

4. The shortened review will also be used for the initial review of Full Professors hired for an initial term of less than six (6) years.

(b) Full Review

1. All Full Professors hired for an initial term of six (6) years shall receive a full review during the spring semester (process begins in the fall) of the final year of their initial appointment term and every six (6) years thereafter.

2. All Associate Professors shall receive a full review during the spring semester (process begins in the fall) of the final year of a six-year appointment term or a non-initial three-year term.

3. An Associate Professor seeking a promotion shall normally have any such promotion considered during the full review process.

4. All Assistant Professors must receive a full review in order to be promoted to Associate Professor.

6.5 Reappointment and Promotion Criteria for Professors. The awarding of reappointment or promotion shall be based on written criteria, which is established by the University and tailored by each department in accordance to this Article.

(a) University Criteria. The University will provide general criteria for the granting of promotion or reappointment to each department. Promotion and reappointment criteria shall consider the performance of the work that the professor has been assigned (as reflected in FARE forms), criteria for each rank as set forth in the 2018-2019 Faculty Handbook, and the professor's responsibilities as a member of the University and department community. The general criteria are recognized broadly in three (3) categories as follows:

1. Instruction, including regular classroom and laboratory teaching, classroom development, effective development/application of new instructional methods, directing thesis or dissertation committees, and other instructional activities;

2. Research or other creative activities relevant to the department mission, including scholarly publications, support and advising of graduate students; and

3. Service to professional societies and contributions to the University and department.

196 These criteria shall include, but are not limited to, a demonstrated record of scholarly
197 activity, teaching, and as appropriate, course and/or curriculum development
198 commensurate with the University's mission and relevant academic discipline(s),
199 evidence of a positive and growing reputation in his/her chosen sub-field within the
200 department's mission, and promise of continued successful performance.
201

202 (b) Department Clarifications of University Criteria. The department clarifications shall
203 flexibly define department criteria based upon the broader University criteria and:
204

- 205 1. Be consistent with university requirements and faculty duty assignments;
206
- 207 2. Be detailed enough that a reasonable professor should be informed about the
208 performance or accomplishment expectations necessary to earn reappointment or
209 promotion, assuming that the accomplishments are of sufficient quality, quantity and
210 consistency; and
211
- 212 3. Identify some representative examples of the achievements or performance
213 characteristics which, if the requirement or distinction were met, are appropriate
214 comparisons for reappointment or promotion.
215

216 (c) Criteria and Discipline-specific Clarification Review Process. Criteria and
217 department-specific clarifications shall be approved according to the following:
218

219 1. The University shall establish the criteria on an annual basis, and provide it to
220 each department's Division Director, or Chairperson if no Division Director is
221 present. Following receipt by the department, the Committee shall convene to tailor
222 the criteria to the department disciplines in accordance with the procedures outlined
223 herein. The Committee shall complete its review and finalize the department
224 clarifications within fifteen (15) days of receiving the University's criteria.
225

226 2. Department Faculty Vote. Within ten (10) days of the Committee finalizing the
227 department clarifications, the department faculty shall conduct a confidential and
228 anonymous vote on said clarifications. Professors that are in their terminal year of
229 employment (as a result of non-reappointment or layoff), visiting faculty, and
230 instructors do not vote on the clarifications.
231

232 a. If a majority of a department's professors vote in favor of the proposed
233 department clarifications, the department clarifications are forwarded to
234 the Provost for review and approval.
235

236 b. If a majority of a department's professors do not vote in favor of the
237 proposed department clarifications, the Committee (as outlined in Section
238 6.4(c)) shall reconsider the proposed clarifications prior to conducting a
239 second vote. The Committee shall have five (5) days to reconsider the
240 proposed clarifications and hold a second vote within five (5) days of
241 finalizing the second round of department clarifications. If the second vote
242 is also unsuccessful, the proposed clarifications shall be forwarded to the
243 Provost for approval, noting the lack of department faculty support.
244

245 c. If a vote does not occur within five (5) days of the Committee finalizing
 246 the department clarifications, the department clarifications shall be
 247 forwarded to the Provost for review, noting that no vote occurred.
 248

249 3. Provost Review. Within ten (10) days of receipt, the Provost shall review the
 250 proposed department clarifications to ensure compliance with this Agreement, the
 251 mission and goals of the University, and with University standards as established in
 252 the 2018-2019 Faculty Handbook. The Provost will either approve the proposed
 253 department clarifications, or return them to the Committee for reconsideration. In the
 254 event the Provost returns the proposed department clarifications to the Committee for
 255 reconsideration, he/she shall provide objections to any such provision in writing.
 256

257 4. Committee Reconsideration. The Committee shall reconsider the Provost's
 258 written objections and within ten (10) days after receiving them, shall resubmit the
 259 proposed written clarifications to the Provost, incorporating all, some, or none of the
 260 objections, along with a written explanation and justification for the resubmitted
 261 language.
 262

263 5. Provost Reconsideration. The Provost shall reconsider the department
 264 clarifications and issue final revisions or approvals within seven (7) days after
 265 receiving the revised department clarifications.
 266

267 (d) Department Committee.
 268

269 1. The Vice-Provost of Assessment and Instruction (or designee), Department
 270 Chairperson (or if Division/Department Director is present, Division director, or
 271 designee) of each respective department, and two (2) professors from the department
 272 (at least one holding the most senior rank in the department, subject to the limitation
 273 below) shall form the "Committee." Department faculty shall select their
 274 representative professors on an annual basis during the first week of the fall semester
 275 (except for Spring 2019, when the Committee shall be formed as early as possible in
 276 the semester). Professors that received a notice of non-reappointment or notice of
 277 layoff, instructors, and visiting faculty are not eligible to serve on the Committee or
 278 participate in the Committee selection process (this includes individuals that contest
 279 their non-renewal status).
 280

281 2. The Provost shall provide a framework and formally charge said Committee to
 282 develop and maintain written clarifications of the University's reappointment and
 283 promotion criteria in terms tailored to the department's discipline(s) and assigned
 284 duties, and consistent with University standards as established in the 2018-2019
 285 Faculty Handbook.
 286

287 (e) The criteria shall be available in the department and in the Provost's office or upon
 288 request from the Department Chairperson. All such criteria shall also be provided to
 289 UFF upon written request.
 290

291 6.6 Promotion Categories and Eligibility Criteria for Professors. Subject to the requirements
 292 set forth herein, faculty holding the rank of Assistant Professor and Associate Professor
 293 shall be eligible to apply for promotion to the next higher rank.

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- (a) Individuals that seek promotion from Associate Professor to Full Professor, must declare their intent to seek promotion in writing to their Division Director if present, chair if no director is present, and the Provost no later than August 1 before the academic year in which they will seek promotion.
- (b) Minimum Qualifications. Professors must serve at least five (5) academic years at their current rank in order to qualify for promotional consideration to a higher rank. At least two (2) of the five (5) immediately preceding academic years must be served at the University. The University may provide exceptions to these minimum qualifications upon request of a professor and approval of their Chair, Director (when a Director is present), and the Provost or designee.
- (c) If the University previously promoted the candidate, the promotion assessment shall be based on the candidate's performance since the candidate's last promotion.
- (d) If the University has not previously promoted the candidate, the promotion assessment is cumulative and must include consideration of the candidate's achievements prior to employment at the University. However, the candidate's promotion assessment must also establish that the candidate has continued to progress and achieve in the categories and criteria used for reappointment and/or promotion while employed at the University.

6.7 Changes in Criteria for Reappointment and Promotion for Professors.

- (a) Following the Provost's approval of the criteria, the University may modify the approved University criteria for reappointment and promotion so long as the UFF has been notified of the proposed changes and offered an opportunity to discuss such changes in consultation with the President or designee.
- (b) Changes to discipline-specific departmental clarifications of the University criteria shall be developed and approved according to the process outlined above.

6.8 Reappointment and/or Promotion Procedure for Professors. The below procedure shall be followed for all reviews related to reappointment and promotions, with exceptions noted below regarding "Shortened" reviews.

- (a) The University will provide notification to eligible professors prior to the semester that their reappointment and/or promotion review starts, with the exception of reviews conducted in Spring 2019. Such notification will provide the professors with information relevant to the applicable reappointment/promotion process including instructions, information, and deadlines.
- (b) Professors shall provide the University with their Packet by the deadline set forth in the notice referenced herein.
- (c) If a professor does not receive a promotion following consideration, the professor may not reapply for promotion until after the completion of two (2) additional academic years. This clause shall not unreasonably deny a professor their terminal

343 promotion consideration to Associate Professor.
344

- 345 (d) The candidate being considered for promotion may withdraw from consideration
346 provided that the withdrawal is made before the UEC begins its consideration of the
347 candidate. Such withdrawal shall be without prejudice and will not render the
348 candidate ineligible for the next promotional cycle.
349
- 350 (e) The University shall provide the Packet (as described in Section 6.9) to the PAEP for
351 review. For reviews of Associate and Assistant Professors, the PAEP shall consist of
352 faculty of a higher rank than the Candidate within the Candidate's division, or if no
353 division is present, within the Candidate's department. The Division Director, if
354 present, or if there is not a division, the Department Chair chairs the PAEP if he or
355 she holds the appropriate faculty appointment rank. If the Division Director or
356 Department Chair does not hold the appropriate rank, the Provost will appoint a chair
357 for the PAEP. There must be a minimum of three (3) qualified (appropriately ranked)
358 individuals serving on the PAEP. If the number of individuals available to serve on
359 the PAEP is less than three (3), the Provost and PAEP Chair will each select a faculty
360 member of appropriate rank from another unit at the University to serve on the PAEP.
361 If the PAEP includes no members from the candidate's department, the PAEP will
362 request input from the department chair before finalizing their recommendation. If
363 the chair is the candidate and no member from the chair's department is a member of
364 the PAEP, the Provost or designee shall select a member of the chair's department to
365 provide input to the PAEP before the PAEP finalizes their recommendation.
366

367 The PAEP will prepare and provide a report and recommendation to the UEC during
368 a full review, or if during the "shortened review" process, directly to the Provost.
369

- 370 (f) University Evaluation Committee ("UEC"). The UEC is not utilized as part of the
371 shortened review evaluation process. The UEC is formed from those holding Full
372 Professor rank from a nomination pool provided by the Faculty Representative
373 Council; however, if there are less than five qualified individuals at the University,
374 all such qualified individuals shall be deemed in the nomination pool. Individuals that
375 are in their terminal year of employment (as a result of non-reappointment or layoff)
376 are not eligible to serve on the UEC or PAEP. Term duration will be staggered to have
377 a "normal" term of 3 years in length and with overlap in UEC membership so that
378 committee memory is maintained. In years where an individual is up for
379 reappointment review, he or she may not participate in the UEC. If less than three (3)
380 individuals are eligible to staff the UEC, the UEC will be chaired by the Provost with
381 all eligible faculty serving as members. When the University includes fewer than 10
382 individuals with rank Full Professor, the UEC will be between three and five
383 individuals at the discretion of the administration. With 10 to 20 Full Professors on
384 staff, the UEC will be between five and seven individuals at the discretion of the
385 administration, with more than twenty (20) Full Professors, the committee will
386 include seven members. The UEC must operate in executive session and in total
387 confidentiality.
388

389 When reviewing a Full Professor, and that faculty member's unit does not have a
390 minimum of four (4) individuals with the rank of Full Professor, the UEC will be the
391 sole reviewing committee for that faculty member.

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The UEC will prepare a report and recommendation, and provide both the PAEP (if it was done) and UEC reports and recommendations to the Provost. If the Provost chairs the UEC, the Provost will not make a recommendation, but will supply a candidate's Packet, and both the UEC and PAEP reports to the President for a final decision.

- (g) Provost's Review and Recommendation. After a careful review of the PAEP's and UEC's reports and recommendations, the Provost shall make a positive or negative recommendation as to the Candidate's reappointment or promotion. The Provost's recommendation, if positive, is provided to the President, and if negative, the decision and written justification are provided to the Candidate. Negative recommendations from the Provost are terminal, but are appealable to the President.
- (h) President's Review and Authority. The President shall have the sole authority to grant a Candidate's reappointment or promotion. The granting of reappointment or promotion should be based on the University's criteria and criteria produced by the Candidate's unit or department, the reports and recommendations of the PAEP and UEC, any documents relied upon by the PAEP and UEC in creating said reports, and the recommendation of the Provost.
- (i) If the President's final decision on reappointment and promotion is negative, the Candidate may request within ten (10) days a written justification of the decision. Upon such a request, the President or representative shall, within twenty (20) days, provide such a written justification to the Candidate.

6.9 Reappointment and/or Promotion Packet for Professors. The Reappointment and/or Promotion Review Packet ("Packet"), utilized in the procedure set forth in Section 6.5 shall include, at a minimum, the following:

- (a) Candidate Prepared Dossier. A Candidate for reappointment or promotion prepares a dossier for consideration. This dossier must include a personal statement from the Candidate, elements that show the Candidate's demonstrated abilities and competencies in teaching, service, and research, including but not limited to all evaluation materials from prior years of employment at the University. Intentional or significant misrepresentations contained in the Candidate's dossier shall serve as cause for termination. The Provost shall develop the format and guidelines for the Candidate Prepared Dossier and send them to the Faculty Representative Council ("FRC") for review and comment. The FRC shall, within fourteen (14) days of receipt, review the format and guidelines and recommend approval or changes to the Provost. Should the FRC recommend changes, the Provost shall, within ten (10) days, either accept the changes or give a written justification for not accepting the changes. Candidate Prepared Dossier must follow the final format as finalized by the Provost and faculty are solely responsible for the content within, and production of, the dossier.
- (b) Reference Letters. Reference letters are required for promotion reviews and may be requested for "full" reviews by either the candidate or the division director (or chair if no director is present). Reference letters are confidential and will be requested using

441 a template that instructs the external reviewer on the individual being evaluated, the
442 materials supplied, and any special considerations, including the University’s history,
443 teaching expectations, and research infrastructure. This template will be developed
444 according to and as part of the process laid out in 6.5 Reappointment and/or
445 Promotion Procedure for Professors. The Candidate “nominates” up to four (4)
446 individuals to provide reference letters. The Division Director, or if the academic unit
447 does not belong to a division, Department Chair, in conjunction with the Program
448 Area Evaluation Panel (“PAEP”) formally requests all external reference letters,
449 which shall include at a minimum two individuals nominated by the Candidate, and
450 a minimum of two letters from individuals not nominated by the Candidate. A single
451 negative reference may not be the sole basis for not reappointing a candidate or for
452 not promoting a candidate. A minimum of four (4) reference letters must be
453 requested. The confidential reference letters shall be included for review with
454 Candidate’s dossier and any supplemental materials. A list of the names of all
455 individuals asked to provide a review and whether any declined to provide this review,
456 and reason given, if any, will also be included. Promotion and reappointment
457 decisions shall not be based solely on the reference letters received.
458

- 459 (c) PAEP and UEC Supplemental Information. Both the PAEP and the UEC may acquire
460 and provide supplemental materials and/or other information as they see fit. If
461 supplemental materials and/or other information is used as part of the review, the
462 candidate will be informed of the use of this information, and provided a minimum
463 of five (5) days to respond to the information.
464

465 6.10 Promotion Date. Promotions for professors that are granted shall be effective on August
466 15th following the decision date. An individual may use their new title effective after
467 written notification of their promotion.
468

469 6.11 Grievability. The University’s decision to not offer reappointment or promotion to an
470 employee shall not be considered as disciplinary action. The decision to not offer
471 reappointment or promotion is grievable according to Article 11—Grievance and
472 Arbitration Procedure, as an employee may contest the decision because of an alleged
473 violation of a specific term of the Agreement or because of an alleged violation of the
474 employee’s constitutional rights. The remedy for any grievance filed under this provision,
475 if successful, shall not include an award of reappointment or promotion. Such grievances
476 must be filed within thirty (30) days of the Candidate’s receipt of the promotion or
477 reappointment decision. The PAEP and UEC reports shall be available for arbitration
478 proceedings upon request.

ARTICLE 7
ASSIGNMENT OF RESPONSIBILITIES

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4 7.1 Policy. The University and UFF agree that the assignment of responsibilities to faculty
5 members is one of the mechanisms by which the University establishes its priorities,
6 carries out its mission, and creates opportunities to increase the quality and integrity of
7 its academic programs.

8
9 7.2 Faculty Assignment. Teaching, research, and service are integral parts of a faculty
10 member's assignment. Instructors are not assigned research.

11
12 The University and UFF recognize that there are legitimate differences in faculty
13 development needs within the academic and university community, in interests and areas
14 of expertise among faculty members, in conventions among academic disciplines, in
15 academic program needs, and in the needs of units employing faculty members. A
16 prescriptive, rigid, and uniform formula that inflexibly dictates annual workloads for
17 individual faculty is not conducive to responding to these differences. This Agreement is
18 intended to provide assignment flexibility, allowing for shifts in the emphasis placed on
19 various duties throughout a faculty member's career.

20
21 The University and UFF recognize that it is a part of the faculty member's professional
22 responsibility to carry out a majority of their duties on campus. Examples of duties and
23 activities which occur on campus during normal business hours, and may require
24 attendance in-person, include, but are not limited to, regularly scheduled instructional
25 activities, scheduled office hours, departmental or University-wide meetings (ex. All
26 Hands), and training sessions. Attendance in campus meetings by telephone is typically
27 not an appropriate solution to executing a faculty member's duties. The University and
28 UFF further recognize that other duties may be more appropriately performed in a manner
29 and place (i.e. off-campus location), as determined by the faculty member. Regardless, a
30 faculty member shall not choose to work off campus in a manner that materially affects
31 their ability to perform their duties, including those that involve interaction with students,
32 other faculty, and staff. The University shall make a reasonable and good faith effort,
33 consistent with other provisions of this Agreement, to provide faculty members with the
34 necessary facilities and resources for carrying out their assigned duties and
35 responsibilities.

36
37 Faculty members receive their assignments of duties and responsibilities, in writing, from
38 the University prior to the beginning of each new semester. Assignments generally
39 include instruction, research, and service activities; however, research and service may
40 be assigned on a more flexible basis.

41
42 7.3 Considerations in Assignments for Faculty. The University and UFF recognize that the
43 Legislature has described the minimum full academic assignment as twelve (12) contact
44 hours of instruction or equivalent research/scholarship/creative activity and service. The
45 University and UFF also recognize that professional obligations undertaken by a faculty
46 member will often be broader than that minimum. The University also recognizes that, to
47 ensure quality of instruction and provide opportunities for appropriate professional
48 development, faculty should be assigned more than twelve (12) credit hours of work in a
49 fall or spring semester only in unusual circumstances.

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- (a) Any assignment of responsibilities that exceeds fifteen (15) credit hours in a fall or spring semester will be considered an overload.
- (b) Any assignment that exceeds twelve (12) credit hours in teaching (classroom instruction and teaching buyouts) for a fall or spring semester will be considered an overload.
- (c) When making assignments, the Chair should consider a credit hour of independent research or service as roughly equivalent to three (3) to four (4) hours of work per week over a fall or spring semester.
- (d) Subject to the provisions of this Agreement, the University has the right to determine the type of duties and responsibilities that comprise the professional obligation and to determine the relative proportion of effort a faculty member may be required to expend on the various components.
- (e) Faculty will be provided an opportunity to express their preference for courses that they would like to teach and preferred schedules for delivery that adhere to University established course scheduling standards. The Chair, or in the absence of Chair, the Director or Provost will consider these requests in addition to other considerations such as workload assignment fairness, providing an appropriate learning environment for students, upholding appropriate academic standards, and facilitating student success when assigning courses and other responsibilities.
- (f) The Chair shall inform the faculty member of their course and service assignments and shall offer the faculty member the opportunity to discuss their overall course and service assignments.

7.4 Assignment Notification.

- (a) Communication of Assignment to Faculty
 1. A tentative assignment of responsibilities for the fall semester shall be provided no later than July 15.
 2. A tentative assignment of responsibilities for the spring semester shall be provided no later than November 20.
 3. The faculty member shall be notified of the final assignment in writing no later than two (2) weeks in advance of the starting date of each semester.
 4. New faculty members shall be informed of assigned duties as soon as can be done.
- (b) Change in Assignment
 1. If it should become necessary to make changes in a faculty member's assignment, the person responsible for making the change shall notify the faculty member as soon as practicable prior to making such changes and shall specify the changes and the reason for the changes in writing.

99 2. The University shall make a good faith effort not to change a faculty member's
100 teaching assignment less than two (2) weeks prior to the beginning of the
101 semester.

102
103 3. If a faculty member has been assigned or reassigned a course fewer than two (2)
104 weeks prior to the beginning of the semester, such circumstances shall be taken
105 into consideration when reviewing student evaluations of the course.
106

107 7.5 Equitable Opportunity. To the extent feasible, each faculty member will be given
108 assignments that provide equitable opportunities in relation to other faculty members, to
109 meet required criteria for annual evaluations, reappointment and promotion.
110

111 7.6 Resolutions of Assignment Disputes.
112

113 A faculty member shall, upon written request, be granted a conference with the person
114 responsible for making the assignment to express concerns. If the conference does not
115 resolve the faculty member's concerns, the faculty member shall be granted, upon written
116 request (Submission shall not exceed a single page, double-spaced, utilizing size 12
117 Times New Roman), and within three (3) calendar days of the conference, an opportunity
118 to discuss those concerns with the Division Director; if the faculty member is not a part
119 of a Division, the conference will be with the Provost (or designee). A final decision shall
120 be rendered within seven (7) calendar days of the Division Director or Provost (or
121 designee) receiving the faculty member's written request. The faculty member shall
122 perform the assignment until the final resolution of the matter as prescribed in this
123 Agreement.
124

125 (a) The parties recognize the following factors are critical to assignments:
126

- 127 1. Assignments are driven primarily by the program and curricular needs of the
128 students in the programs in the department. The preferences and desires of faculty
129 members are secondary to those program and curricular needs.
130 2. Not all faculty assignment requests and circumstances can be accommodated, and
131 that inability to accommodate does not in and of itself represent an arbitrary and
132 unreasonable assignment.
133 3. The time between the beginning of the first assignment and the end of the last
134 assignment in one (1) day should not exceed nine (9) hours, unless there is no
135 practicable alternative.
136 4. The time between the end of the last assignment on one (1) day and the beginning
137 of the first assignment for the next day should not be less than twelve (12) hours,
138 unless there is no practicable alternative.
139

140 (b) If the director or Provost denies a faculty member's request for re-assignment, the
141 University shall provide the reason in writing to the faculty member.
142

143 7.7 Overload Assignments.
144

145 (a) An overload assignment is defined in 7.3 (a) and 7.3 (b).
146

147 (b) As compensation for an overload assignment, the faculty member shall receive

148 4.167% of the faculty member's academic year rate of pay for each credit hour of
149 overload assignment.
150

151 7.8 Summer Appointments and Assignments.
152

153 (a) Summer appointments are separate and distinct from the nine (9)-month academic
154 year appointment and do not affect the faculty member's term of appointment.
155

156 (b) Summer assignments shall be offered based on student needs to qualified faculty
157 members by the individual named in section 7.3(e) or (f). The summer course
158 schedule shall be developed considering available budget, student demand, and
159 program and curricular needs of the department, division, and University. Faculty
160 members that would like to teach in the summer should inform their Chair of their
161 availability and which courses they are available to teach. The Chair will consider
162 these requests in addition to other considerations such as workload assignment
163 distribution, budgetary constraints, providing an appropriate learning environment for
164 students, upholding appropriate academic standards, and facilitating student success.
165

166 (c) A full-time (1.0) FTE summer assignment shall consist of teaching 7.4 credit hours.
167 In normal circumstances, a summer teaching assignment will not exceed eight credit
168 hours. The summer instructional assignment, like that for the fall and spring
169 semesters, includes the normal activities related to such an assignment as defined by
170 the department/unit and the nature of the course, such as course preparation, minor
171 curriculum development, lectures, evaluation of student efforts, consultations and
172 conferences with students, and minor committee activities.
173

174 (d) No faculty member with a nine (9) month appointment shall be required to accept a
175 summer appointment.
176

177 (e) Faculty members with a nine (9) month appointment who have not been assigned a
178 summer course shall not be required to undertake committee work during the summer
179 without compensation.
180

181 7.9 Summer Assignment Considerations
182

183 (a) The summer course schedule shall be developed to meet the program and curricular
184 needs of the students in the programs in the department.

185 (b) The department officer (specified in section 7.3(e) or (f)) who schedules summer
186 courses shall consult with the faculty members about which courses they are qualified
187 and available to teach.

188 (c) Summer appointments shall be offered no later than three (3) weeks prior to the
189 beginning of the appointment, if practicable.

190 (d) In the event a faculty member does not receive a Summer Assignment, the faculty
191 member may utilize the procedure set forth in 7.6.
192

193 7.10 Summer Compensation for Nine-Month Faculty.
194

195 (a) A faculty member's summer employment contract shall specify the compensation
196 provided for the appointment.

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1. For each credit hour assigned to be taught during the summer, the faculty member shall receive 4.167% of the faculty member’s academic year rate of pay.
 2. The University may choose to offer, and the faculty member may choose to accept, higher compensation than that described in the previous section.
- (b) Other credit-generating activities such as thesis or dissertation supervision, directed independent studies, supervised teaching or research, or supervision of student interns, as well as research or service activities, may be offered during the summer term for mutually agreed-to compensation for that specific activity separate from the compensation provided for any summer instructional assignment.
- (c) The University also reserves the right to employ faculty over the summer period for non-teaching duties, for agreed upon times and at a rate not below the faculty member’s standard daily rate of pay.

7.11 Considerations in Assignment for Academic Professionals. A work week for academic professionals will consist of a minimum of forty (40) hours. The University and UFF recognize that professional obligations undertaken by such academic professional will often require more than that minimum.

- (a) Subject to the provisions of this Agreement, the University has the right to determine the type of duties and responsibilities that comprise the professional obligation of an academic professional.
- (b) In making assignments, or adjustments to assignments, the University shall consider the needs of the unit and such academic professionals’ preferences, qualifications and experiences, and professional development interests.

ARTICLE 8
PERFORMANCE EVALUATIONS

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4 8.1 Policy. Performance evaluations are used to assess, recognize, and facilitate improvement
5 in Employees' performance. This strengthens the University's workforce by providing a
6 periodic and formal exchange of information between supervisors and employees
7 regarding progress, accomplishments, and when applicable, areas needing improvement.
8 Performance evaluations also provide an opportunity to clarify work standards, discuss
9 training and development needs, set goals for the next year, and identify the support
10 needed to reach such goals.

11
12 8.2 Purpose and Scope of Evaluation.

13
14 (a) Purpose. Annual evaluations for faculty members focus on performance in functions
15 such as teaching, research, service, and other duties that may be assigned. Annual
16 evaluations for Academic/Professionals focus on performance of all assigned duties.
17 In addition, all Employees are evaluated based on their contributions to the orderly
18 and effective functioning of the University and their academic department/unit.

19 (b) Scope. Evaluators should endeavor to assist the Employee in correcting any
20 performance deficiencies reflected in the annual evaluation. Employees are
21 encouraged to accept and seek such assistance, if needed. The evaluation should also
22 state goals for the upcoming year and address progress toward promotion.

23
24 8.3 Annual Evaluation. Employees are evaluated at least once annually.

25
26 (a) The annual appraisal period will cover all employment occurring from February 1
27 through January 31, regardless of the employment start date. The annual evaluation
28 process will approximately follow the sample schedule below:

Date/Date Range	Activity
February 1 to January 31	Performance appraisal time period
February 1 to February 15	Employee evaluation materials completed by Employee and transmitted to their evaluator
February 16 to March 30	Evaluators complete draft evaluations and submit faculty evaluations to Panel for review
April 1 to April 7	Panel reviews faculty evaluations
April 8 to May 15	Evaluations revised if necessary, and distributed to Employees
May 15 to May 29	Evaluations discussed with employees
May 30	Evaluations submitted to HR

29
30 (b) This process does not align with the academic semesters but provides for evaluation
31 during the spring semester while all Employees are on campus. The evaluator must
32 complete the appraisal, review and discuss it with the Employee (unless the Employee
33 chooses to not discuss the appraisal), and provide a copy to the Employee prior to

34 May 15. The Evaluator and Employee shall sign the appraisal, and the Evaluator shall
35 submit the signed appraisal to Human Resources by May 30, and a copy of the signed
36 appraisal shall be placed in the Employee’s personnel file.

37 8.4 Probationary Appraisal. In addition to the annual evaluation, the academic professional
38 shall receive a probationary appraisal after ninety (90) days of employment in their
39 position.

40
41 (a) In the absence of a completed probationary appraisal, a probationary employee will
42 default to a “satisfactory” rating.

43 (b) If the academic professional’s probationary period ends between October 31 and
44 January 30, the employee’s immediately following annual appraisal may be skipped.
45 If skipped, the employee shall be evaluated during the next annual appraisal period.

46 8.5 Evaluators.

47
48 (a) Faculty Evaluators are the Department Chair or Division Director that has been
49 assigned personnel management responsibility by the Provost for the Employee’s
50 area. When the evaluator is a Division Director, the Division Director will seek advice
51 and context from a department chair for each of the faculty members in the unit. The
52 academic professionals are evaluated by their immediate supervisor.

53 (b) For faculty, the Provost will appoint an evaluation review panel which will consist of
54 Evaluators, and if the Faculty Assembly chooses to do so, two faculty members of
55 senior rank (Associate Professor or Professor) appointed by the Faculty Assembly.
56 The purpose of the review is to ensure the Evaluators have applied a consistent
57 standard to all faculty members when conducting the evaluations. This review may
58 produce changes in evaluations. The Provost will serve as chair of the evaluation
59 review panel. All members of the evaluation review panel must agree to the
60 confidentiality of the review process.

61
62 8.6 Evaluation Review.

63 (a) Within fourteen (14) calendar days of receipt of the evaluation, Faculty may request
64 a review, in writing, with the Provost’s Office to discuss (with the Provost or
65 Provost’s designated administrator) concerns regarding the evaluation which were not
66 resolved in previous discussions with the evaluator. The Provost shall designate an
67 administrator to meet with the

68
69 (b) Within fourteen (14) calendar days of receipt of the evaluation, the academic
70 professional may request, in writing, a meeting with the administrator at the next
71 higher level in their line of authority to discuss concerns regarding the evaluation
72 which were not resolved in previous discussions with the evaluator.

73
74 8.7 Evaluation Information Sheet. A sample faculty information sheet format is attached to
75 this contract. The Faculty Assembly may provide the Provost with recommended changes
76 to the information sheet’s format no later than December 1 on an annual basis. The
77 Provost will communicate decisions on changes in the format to the Faculty Assembly
78 by January 15. See Appendix __. Information used to evaluate a faculty member other

79 than that included in the faculty member's dossier will be disclosed to the faculty
80 member.

81

82 8.8 Evaluation Criteria. The administration will develop a set of evaluation guidelines for
83 each of the faculty ranks that indicates performance characteristics appropriate to each
84 rating for teaching, scholarship, and service. The guidelines will also indicate how an
85 overall "rating" will be determined. The guidelines for a review period will be provided
86 to the academic departments by September 15 of the year prior to the beginning of the
87 review period and the departments will provide comment on the guidelines on or before
88 November 1 of that year. The comments provided shall be approved by majority vote of
89 the department. In early January the review evaluation panel will consider the department
90 recommendations and provide a recommendation to the Provost on evaluation guidelines
91 to be used for the next review cycle. The final guidelines shall be provided to faculty
92 before the review period begins.

93

94 The scale for the evaluations is provided in the following table.

95

96 **Evaluation Key:**

Unsatisfactory	Performance that is clearly substandard.
Needs Improvement	Performance that is below a reasonable expectation for the person's job description.
Meets Expectations	Performance is basically sound and within reasonable expectations for the person's job description.
Exceeds Expectations	Performance is basically sound and within reasonable expectations for the person's job description. The individual has distinguished themselves in some way by performing at a level that is above a normal expectation for their job description.
Exemplary	Performance is basically sound and above reasonable expectations for the person's job description. The individual has truly done something that is outstanding.

97

98 8.9 Evaluation File. Faculty members shall refer to 6C13-6.008 Personnel Records and
99 Limited-Access Records regarding access to performance evaluations. All employees
100 may provide a written response and/or comments regarding their evaluation and have it
101 added to the evaluation file within sixty (60) days of the receipt of the evaluation. All
102 written material used to produce a performance evaluation shall be included in the
103 evaluation file.

104

ARTICLE 9
DISCIPLINE

1
2
3
4 9.1 Policy. Employees are subject to disciplinary action, up to and including discharge, for
5 just cause, including but not limited to, for violating University procedures, policies,
6 rules, and regulations, contract provisions, personnel directives, and/or general orders.
7 Due process shall be provided prior to any final decisions regarding disciplinary actions
8 (excluding oral counseling). Employees shall be provided notice and a written statement
9 of any disciplinary action taken (excluding oral counseling).

10
11 9.2 Just Cause. Discipline of bargaining unit employees shall be for just cause. Just cause is
12 defined as:

- 13
14 (a) incompetence; or
15 (b) misconduct

16
17 9.3 Progressive Discipline.

18
19 (a) Progressive Discipline. Disciplinary actions shall be progressive.

20 Certain actions by their nature may be severe enough, however, to justify deviating
21 from progressive disciplinary principles, and result in immediate discharge of
22 employment or other disciplinary action. Forms of discipline may include, but are not
23 limited to:

- 24
25 1. oral counseling;
26 2. written reprimand;
27 3. suspension without pay; and
28 4. discharge of employment.

29
30 9.4 Review of Personnel Files.

31
32 Employees shall have the right to review their official personnel file upon request. The
33 employee shall have the opportunity to submit a written statement responding to any
34 written reprimand issues. The employees' responding statement will be entered in the
35 personnel file included with the written reprimand.

36
37 9.5 Investigations.

38
39 When an employee is questioned by management, and the employee reasonably believes
40 that the questioning may lead to disciplinary action, the employee has the right to request
41 that a union representative be present at the meeting. When an employee requests union
42 representation pursuant to this section, and no union representative is immediately
43 available, the University shall postpone the meeting until a representative is available,
44 cancel the meeting, or at the employee's option, continue the meeting without a
45 representative.

46
47 9.6 UFF Representation.

48
49
50
51

UFF determines representation per its governing documents. The UFF does not represent bargaining unit employees who are not members in good standing at the time of an alleged incident.

ARTICLE 10
LEAVES

- 1
2
3
4 10.1 Policy. Leave is provided in a variety of forms to meet the needs of both the University and
5 its employees. All leaves are administered in accordance with this Agreement and applicable
6 laws. All leaves are granted at the discretion of the appropriate administrator unless the
7 applicable law or this Agreement provides otherwise. Permission for annual leave and sick
8 leave shall not be arbitrarily withheld. Nothing contained in this Agreement shall modify or
9 replace any leave governed by Florida Statutes, federal law, and/or applicable rules or
10 regulations.
11
12 10.2 Annual Leave. Regulation FPU-6.004 Annual Leave adopted by the Board of Trustees, and
13 amended on September 14, 2016, governs the provision of, administration of, and use of
14 Annual Leave for and by eligible employees.
15
16 10.3 Sick Leave. Regulation FPU-6.005 Sick Leave adopted by the Board of Trustees, and
17 amended on March 1, 2018, governs Sick Leave for eligible employees.
18
19 10.4 Sick Leave Pool. Regulation FPU-6.006 Sick Leave Pool adopted by the Board of Trustees
20 on February 5, 2014 governs the Sick Leave Pool for eligible employees.
21
22 10.5 Family and Medical Leave Act (FMLA). Policy FPU-6.0071P Family and Medical Leave of
23 Absence adopted by the University on February 3, 2017 governs FMLA leave by eligible
24 employees.
25
26 10.6 Paid Parental Leave. The University will provide paid parental leave to eligible employees
27 following the birth of an employee's child or the placement of a child with an employee in
28 connection with adoption. Eligible employees are eligible for paid parental leave as follows:
29
30 (a) An employee shall be granted, upon request, a paid parental leave:
31
32 1. For twelve-month employees the leave is up to a period of ten (10) contiguous
33 weeks, normally commencing no sooner than one (1) week prior to, and no later
34 than three (3) months after, the date of the birth or adoption;
35
36 2. For employees with full time academic year appointments, up to twelve (12)
37 contiguous weeks during the Academic Year, normally commencing no sooner
38 than one (1) week prior to, and no later than three (3) months after, the date of the
39 birth or adoption period.
40
41 (b) During a parental leave, there is no accrual of sick or annual leave time.
42
43 (c) Parental leave may be used no more than twice during the employee's employment at the
44 University. If both parents are employees of the University, only one parent may request
45 paid parental leave under this program for each qualifying event (birth or adoption).
46

- 47 (d) In order to participate in this program, an employee must be employed full-time for a
 48 minimum of one academic year prior to the date of the birth or adoption. This program
 49 does not apply to individuals on a temporary, a term limited, or a visiting appointment.
 50
- 51 (e) Under normal circumstances, the employee will request the use of paid parental leave in
 52 writing no later than three (3) months prior to the beginning of the leave.
 53
- 54 (f) Parental leave is separate from, but may run concurrent with, medical or FMLA leave.
 55
- 56 (g) The employee will sign a written agreement detailing the terms of the paid parental leave.
 57 Participation in paid parental leave is contingent upon execution of the signed agreement.
 58
- 59 (h) The employee must agree in writing to return to University employment as a full-time
 60 employee for one academic year following participation in the program. The employee
 61 shall repay the salary, retirement, benefits, and expenses received during paid parental
 62 leave to the University in those instances where payments are made to the employee in the
 63 absence of a signed agreement by the employee, or when the employee fails to comply
 64 with the terms of such agreement.
 65
- 66 (i) An employee who makes use of parental leave and who remains in University employment
 67 full-time for at least one academic year (calendar year for non-instructional employees)
 68 following participation in the parental leave program shall have the total number of
 69 unfunded hours used during the parental leave deducted from the employee's sick leave
 70 and/or annual leave balance (with sick leave being deducted first) that the employee has
 71 remaining at the time of separation from the University, or upon transferring between an
 72 annual and non-annual leave accruing contract.
 73
- 74 (j) Employees on paid parental leave cannot engage in outside employment unless approved
 75 by the Provost in writing in advance.
 76
- 77 10.7 Other Types of Leave. Regulation FPU-6.007 Other Types of Leave adopted by the Board of
 78 Trustees on February 5, 2014 governs Administrative Leave (including Jury Duty, Non-
 79 Expert Witnesses in a Hearing or Trial, Athletic Competition, Official Closing of the
 80 University, Florida Disaster Volunteers, Volunteer Emergency Response Team Members,
 81 Voting in Public Elections, University Investigations, Disciplinary Notice, Best Interest of the
 82 University, and Presidential Discretion); Bereavement Leave; Compulsory Leave; Family and
 83 Medical Leave; Military Leave; Workers' Compensation; and Domestic Violence Leave for
 84 eligible Faculty Members.
 85
- 86 10.8 Certification of Work and Absences. Employees will comply with University Policy FPU-
 87 6.0031P Work and Absence Certification adopted April 12, 2017.
 88
- 89 10.9 Unpaid Leave.
 90
- 91 (a) Granting/Denial. Upon request of an employee, the University may grant a leave without
 92 pay for a period not to exceed one (1) year, provided such leave would not be inconsistent

93 with the best interests of the University. Such leave may be extended upon mutual
94 agreement. The University shall approve or deny such request in writing not later than
95 thirty (30) days after receipt of the request, and if not approved within 30 days, the request
96 shall be deemed denied.

97
98 (b) Retirement Credit. Retirement credit for such periods of unpaid leave shall be governed
99 by the rules and regulations of the Division of Retirement and the provisions of Chapter
100 121, Florida Statutes.

101
102 (c) Retention of Leave and Holiday Pay. While on unpaid leave pursuant to this section, the
103 employee shall retain accumulated sick leave and annual leave, but shall not accrue or be
104 entitled to use, sick leave or annual leave, nor are they entitled to holiday pay, during the
105 unpaid leave period.

106
107 (d) Benefit Premiums. Employees on unpaid leave will be responsible for the entire cost of
108 benefit premiums. Employer contributions shall be governed by applicable rules,
109 regulations or Florida law.

110
111 (e) Other Benefits. Employees on unpaid leave are not entitled to any benefits during the
112 unpaid leave period.

113
114 10.10 Return from Leave.

115
116 (a) An employee who returns from an approved leave shall be returned to the same or
117 equivalent position in the same work location.

118 (b) An employee who returns from unpaid leave shall be returned to the same or equivalent
119 position in the same work location, unless such a position is unavailable. In the event an
120 equivalent position in the same work location is unavailable, the University will identify
121 and offer the employee an equivalent position at a different location.

122 (c) Regardless of whether the employee returns from paid or unpaid leave, the base salary of
123 the returning employee shall be adjusted to reflect all base salary increases distributed to
124 in-unit employees during the period of leave, if the returning employee is eligible for said
125 increases.

ARTICLE 11
GRIEVANCE AND ARBITRATION PROCEDURE

1
2
3
4 11.1 Policy/Informal Resolution. The parties agree that all problems should be resolved,
5 whenever possible, before the filing of a grievance but within the time limits for filing
6 grievances stated elsewhere in this Article, and encourage open communications between
7 administrators and employees so that resorting to the formal grievance procedure will not
8 normally be necessary. The parties further encourage the informal resolution of grievances
9 whenever possible. At each step in the grievance process, participants are encouraged to
10 pursue appropriate modes of conflict resolution including the use of mediation. The purpose
11 of this Article is to promote a prompt and efficient procedure for the investigation and
12 resolution of grievances. The procedures hereinafter set forth shall be the sole and exclusive
13 method for resolving the grievances of employees as defined in this Article.
14

15 11.2 Definitions and Forms. As used in this Article:
16

- 17 (a) The term "grievance" shall mean a dispute filed on a form referenced in Section
18 11.2(d) concerning the interpretation or application of a specific term or provision of
19 this Agreement, subject to those exclusions appearing in other Articles of this
20 Agreement. The grievance must specify the act that allegedly violates this Agreement,
21 including the name(s) of any individual(s) which committed the act, the term of this
22 Agreement that has allegedly been violated, and propose a remedy.
23
- 24 (b) The term "grievant" shall mean an employee or group of employees who has/have
25 filed a grievance in a dispute over a provision of this Agreement which confers rights
26 upon the employee(s). In accordance with state law, the UFF may file a chapter
27 grievance on behalf of a person, a group of people, or the chapter itself. In order to
28 process a chapter grievance submitted on behalf of a group of employees, the
29 grievance must identify the group with sufficient specificity to allow the University
30 to identify the individual members. A chapter grievance shall identify the specific
31 remedy sought for the members.
32
- 33 (c) A chapter grievance or a grievance of a decision made by the President or Provost
34 may be initiated at Step 2. The parties may agree to consolidate grievances of a similar
35 nature to expedite the review process.
36
- 37 (d) Grievance Forms. Each grievance, request for review, and notice of arbitration must
38 be submitted in writing on the appropriate form attached to this Agreement as
39 **Appendix**, and shall be signed by the grievant. All grievance forms shall be dated
40 and assigned an identifying number by the Provost's office when the grievance is
41 received. If there is difficulty in meeting any time limit, the UFF representative may
42 sign such documents for the grievant; however, grievant's signature shall be provided
43 prior to the Step 1 meeting or Step 2 review if filed directly at Step 2. All grievance
44 forms shall be filed by email, to the General Counsel's office email address
45 (ogc@floridapoly.edu), and must contain the identifying grievance number once
46 assigned.
47

48 11.3 Burden of Proof. In all grievances, except those challenging disciplinary actions, the burden
49 of proof shall be on the employee.
50

51 11.4 Representation. UFF shall have the exclusive right to represent any in-unit employee in a
52 grievance unless an employee elects self-representation or to be represented by legal
53 counsel. If an employee elects not to be represented by UFF, the University shall promptly
54 inform UFF in writing of the grievance. No resolution of any individually processed
55 grievance shall be inconsistent with the terms of this Agreement, and for this purpose, UFF
56 shall have the right to have an observer present at all meetings called to discuss such
57 grievance and shall be sent copies of all decisions at the same time as they are sent to the
58 other parties.
59

60 11.5 Grievance Representatives. UFF shall annually furnish to the University a list of all persons
61 authorized to act as grievance representatives and shall update the list as needed. The UFF
62 grievance representative shall have the responsibility to meet all classes, office hours, and
63 other duties and responsibilities incidental to the assigned workload. Such representative
64 shall have the right during times outside of those hours scheduled for these activities to
65 investigate, consult, and prepare grievance presentations and attend grievance hearings and
66 meetings. Should any hearings or meetings with the Vice Provost of Assessment and
67 Instruction, Provost, or their designees necessitate rescheduling of assigned duties, the
68 representative may, with the approval of the appropriate administrator, arrange for the
69 rescheduling of such duties or their coverage by colleagues. Such approval shall not be
70 unreasonably withheld.
71

72 11.6 Appearances.

73
74 (a) When an employee participates during working hours in an arbitration proceeding as
75 the grievant, or in an official capacity during a grievance meeting between the
76 grievant or representative and the University, that employee's compensation shall
77 neither be reduced nor increased for time spent in those activities.
78

79 (b) Prior to participation in any such proceedings, conferences, or meetings, the employee
80 shall make arrangements acceptable to the appropriate supervisor for the performance
81 of the employee's duties. Approval of such arrangements shall not be unreasonably
82 withheld. Time spent in such activities outside regular working hours shall not be
83 counted as time worked.
84

85 11.7 Formal Grievance Procedure.

86
87 (a) Filing. All grievances shall be electronically filed via email (Appendix "X") with the
88 General Counsel's office (ogc@floridapoly.edu). In all cases, a grievance must be
89 filed within twenty (20) days following the act or omission being grieved, or the date
90 on which the employee knew or reasonably should have known of such act or
91 omission if that date is later. Twenty (20) days shall be calculated from the date in
92 which the grievance is emailed to, and confirmed as received by, the General
93 Counsel's office.
94

95 (b) Time Limits. All time limits contained in this Article may be extended by agreement
96 of the parties, except that the time limits for the initial filing of a grievance may be

97 extended only by the University. Upon failure of the University to provide a decision
98 within the time limits provided in this Article or as extended by agreement, the
99 grievant or the UFF, where appropriate, may appeal to the next step. Upon the failure
100 of the grievant or the UFF, where appropriate, to file an appeal within the time limits
101 provided in this Article or as extended by agreement, the grievance shall be deemed
102 to have been resolved by the decision at the prior step or withdrawn.
103

- 104 (c) Postponement. The grievant may, in the timely-filed written grievance at Step 1,
105 request the postponement of any action in processing the grievance formally for a
106 period of up to thirty (30) days, during which period efforts to resolve the grievance
107 informally shall be made. The initial request shall be granted. Upon the grievant's
108 written request, additional extensions may be granted unless to do so would impede
109 resolution of the grievance. Upon request, the Provost or his/her designee shall, during
110 the postponement period(s), arrange an informal meeting between the appropriate
111 administrator and the grievant. The grievant shall have the right to representation by
112 the UFF during attempts at informal resolution of the grievance. The grievant may, at
113 any time, terminate the postponement period by giving written notice to the Provost
114 or his/her designee that the grievant wishes to proceed with the Step 1 meeting. If the
115 postponement period, or any mutually agreed to extension thereof, expires without
116 such written notice, the grievance shall be deemed informally resolved to the
117 grievant's satisfaction and need not be processed further.
118

119 (d) Step 1.
120

121 (1) Meeting. The Vice Provost of Assessment and Instruction or his/her
122 representative and the grievant and the grievant's representative shall meet within ten
123 (10) days following (a) receipt of the grievance if no postponement is requested, or
124 (b) receipt of written notice that the grievant wishes to proceed with a Step 1 meeting.
125 At the Step 1 meeting, the grievant shall have the right to present any evidence in
126 support of the grievance, and the grievant and/or the UFF representative or the
127 grievant's legal counsel (if selected pursuant to Section X.4), and the Vice Provost of
128 Assessment and Instruction or his/her representative, shall discuss the grievance.
129

130 (2) Decision. The Vice Provost of Assessment and Instruction or his/her
131 representative shall issue a written decision, stating the reasons therefore, to
132 grievant's Step 1 representative within seven (7) days following the conclusion of the
133 meeting. Seven days shall be determined by a receipt executed by the office receiving
134 the grievance, or by the date of mailing as determined by the postmark or email. In
135 the absence of an agreement to extend the period for issuing the Step 1 decision, the
136 grievant may proceed to Step 2 if the grievant's Step 1 representative has not received
137 the written decision by the end of the 10th day following the conclusion of the Step 1
138 meeting. A copy of the decision shall be sent to the grievant and to the UFF grievance
139 representative if the grievant elected self-representation or representation by legal
140 counsel.
141

142 (3) Documents. All documents referred to in the decision and any additional
143 documents presented by the grievant shall be attached to the decision, together with
144 a list of these documents.
145

146 (e) Step 2.
147

148 (1) Review. If the grievance is not satisfactorily resolved at Step 1, the grievant may
149 file a written request for review (Appendix " ") with the Provost or designee within
150 ten (10) days following receipt of the Step 1 decision by grievant's Step 1
151 representative. Ten days shall be determined by a receipt executed by the office
152 receiving the grievance, or by the date of mailing as determined by the postmark or
153 email.
154

155 (2) Meeting. The Provost or designee and the grievant and the grievant's
156 representative shall meet no later than seven (7) days following receipt of written
157 notice of request for a Step 2 review. At the Step 2 meeting, the grievant shall have
158 the right to present any evidence in support of the grievance, and the grievant and/or
159 the UFF representative or the grievant's legal counsel (if selected pursuant to section
160 X.4), and the Provost or designee shall discuss the grievance.
161

162 (3) Decision. The Provost or designee shall issue a written decision, stating the
163 reasons for the decision to grievant's Step 2 representative within five (5) days
164 following the conclusion of the review meeting. Five days shall be determined by a
165 receipt executed by the office receiving the grievance, or by the date of mailing as
166 determined by the postmark or email. In the absence of an agreement to extend the
167 period for issuing the Step 2 decision, UFF may proceed to Step 3 if the grievant's
168 Step 2 representative has not received the written decision by the end of the 10th day
169 following the conclusion of the Step 2 meeting. Step 2 decisions in grievances not
170 involving alleged procedural violations are final and binding. A copy of the decision
171 shall be sent to the grievant and to UFF if the grievant elected self-representation or
172 representation by legal counsel.
173

174 (f) Step 3 Arbitration.
175

176 (1) Filing. If a grievance alleging a procedural violation has not been satisfactorily
177 resolved at Step 2, UFF may, upon the request of the grievant, proceed to arbitration
178 by filing a written notice of the intent to do so (Appendix "X"). Notice of intent to
179 proceed to arbitration must be filed at the Provost's office within ten (10) days after
180 receipt of the Step 2 decision by grievant's Step 2 representative, and must be signed
181 by the grievant and a UFF representative. Ten (10) days shall be determined by a
182 receipt executed by the Provost's office, or by the date of mailing as determined by
183 the postmark or email. The grievance may be withdrawn at any time by the grievant
184 or by the UFF President at any point during Step 3. The parties shall stipulate to the
185 issue(s) prior to the arbitration. In the event a stipulation is not reached, the parties
186 shall proceed to a hearing on arbitrability pursuant to Section 11.7(f)(4).
187

188 (2) Selection of Arbitrator.
189

- 190 a. Representatives of the Board and UFF shall meet within ninety (90) days after
191 the execution of this Agreement for the purpose of selecting an Arbitration
192 Panel of seven (7) members. Each party shall submit six (6) arbitrators to
193 create a selection list, from which the parties may mutually agree to, or
194 alternatively strike names until they, select the Arbitration Panel. The right of

195 the first choice to strike shall be determined by a coinflip. The Arbitration
196 Panel shall be operative until a successor Agreement is ratified.

- 197
- 198 b. The parties shall either mutually agree upon the arbitrator charged with
199 hearing any grievance, or select the arbitrator from the Arbitration Panel as
200 set forth below. A mutually agreed upon arbitrator does not need to be a
201 member of the Arbitration Panel. In the event the parties cannot mutually
202 agree upon an arbitrator, and no later than fourteen (14) days after receipt of
203 a notice of intent to arbitrate, the parties shall confer for the purpose of
204 selecting an arbitrator from the panel. The parties shall alternatively strike
205 names from the list until one name remains. The right of the first choice to
206 strike shall be determined by a coinflip.

207

208 (3) Authority of the Arbitrator.

- 209
- 210 a. The arbitrator shall neither add to, subtract from, modify, nor alter the terms
211 or provisions of this Agreement. Arbitrations shall be confined solely to the
212 application of this Agreement and the issue(s) submitted for arbitration. The
213 arbitrator shall refrain from issuing any statements of opinion or conclusions
214 not essential to the determination of the issues submitted.
- 215
- 216 b. The arbitrator shall not substitute the arbitrator's or another's judgment for
217 that of the University in any matter.

218

219 (4) Arbitrability. Issues of arbitrability shall be separated from the substantive
220 issue(s) and, whenever possible, determined by means of a hearing conducted by
221 conference call. The arbitrator shall have ten (10) days from the hearing to render a
222 decision on arbitrability. If the issue is judged to be arbitrable, an arbitrator shall then
223 be selected to hear the substantive issue(s) in accordance with the provisions of
224 Section 11.7(f)(2).

225

226 (5) Conduct of Hearing. The arbitrator shall hold the hearing at the University, unless
227 otherwise agreed by the parties. The hearing shall commence within sixty (60) days
228 of the arbitrator's acceptance of selection, or as soon thereafter as is practicable, and
229 the arbitrator shall issue the decision within forty-five (45) days of the close of the
230 hearing or the submission of briefs, whichever is later, unless additional time is agreed
231 to by the parties. The decision shall be in writing and shall set forth findings of fact,
232 reasoning, and conclusions on the issues submitted. Except as modified by the
233 provisions of this Agreement, arbitration proceedings shall be conducted in
234 accordance with the current Labor Arbitration Rules of the American Arbitration
235 Association.

236

237 (6) Effect of Decision. The arbitrator's decision shall be final and binding upon the
238 Board, the University, the UFF, and the grievant, provided that either party may
239 appeal to an appropriate court of law a decision that was rendered by the arbitrator
240 acting outside of or beyond the arbitrator's jurisdiction, pursuant to this Agreement
241 and the Florida Arbitration Code as defined by law.

242

243 (7) Fees and Expenses. The parties shall equally divide all arbitration fees and
244 expenses, unless the arbitrator rules that the grievance was frivolous, in which case
245 the filing party shall bear the cost of all fees and expenses associated with the
246 arbitration, including, if awarded, attorney's fees. Fees and expenses charged by an
247 arbitrator for cancelation after the arbitrator's deadline shall be borne by the party
248 requesting the cancelation. However, if a grievance is resolved, and the cancelation
249 of the arbitration results in any arbitration fees or expenses, such costs shall be divided
250 equally between the parties. Each party shall bear the cost of preparing and presenting
251 its own case including payment of expenses and compensation for its own
252 representatives, attorneys, and witnesses. The party desiring a transcript of the
253 arbitration proceedings shall provide notice to the other party of its intention to have
254 a transcript of the arbitration made prior to the arbitration. The party desiring such
255 transcript shall be responsible for scheduling a stenotype reporter to record the
256 proceedings. The party originally requesting a transcript of the proceedings shall pay
257 for any appearance fee of the court reporter.
258

259 11.8 Filings and Notification. All documents, except the initial filing, required or permitted to be
260 issued or filed pursuant to this Article may be transmitted by email, fax, United States mail,
261 or any other recognized delivery service. If any action falls due on a Saturday, Sunday, or
262 University recognized holiday, the action will be considered timely if it is accomplished by
263 5:00 P.M. on the following business day.
264

265 11.9 Precedent. No complaint informally resolved, or grievance resolved at either Step 1 or 2,
266 shall constitute a precedent for any purpose unless agreed to in writing by the Board of
267 Trustees or representatives and the UFF acting through its President or representative.
268

269 11.10 Reprisal. No reprisal of any kind will be made by the Board, the University, or the UFF
270 against any grievant, any witness, any UFF representative, or any other participant in the
271 grievance procedure for such participation.
272

273 11.11 Records. All written materials pertinent to a grievance shall be filed separately from the
274 evaluation file of the grievant or witnesses, except decisions resulting from arbitration or
275 settlement.
276

277 11.12 Inactive Grievances. A grievance which has been filed at Step 2 or Step 3 and on which no
278 action has been taken by the grievant or the UFF for forty-five (45) days shall be deemed
279 withdrawn and resolved in accordance with the decision issued at the prior Step.
280

ARTICLE 12
SALARIES

The parties of this Agreement recognize the importance of providing appropriate compensation as an essential component in the delivery of quality higher education programs and quality scholarship that is recognized nationally and internationally.

12.1 Annual Salary Increases. The following table describes the implementation of merit increases throughout the life of this Agreement with the qualifications described below.

Bargaining-unit member on payroll as of:	Period of Performance Reviewed for Merit	Increase takes effect first pay period of:	Merit Increase to Base Salary Amount:
June 30, 2018	AY 2017 – 2018	Following ratification of this Agreement	ME: 2% EE: 2.75% EX: 3.5%
June 30, 2019	AY 2018 – 2019	July 1, 2019	To be negotiated
June 30, 2020	AY 2019 – 2020	July 1, 2020	To be negotiated

Key: ME: Meets Expectations, EE: Exceeds Expectations, EX: Exemplary.

Eligibility: The salary increases described in the table in Section 12.3 above shall be distributed to each bargaining unit member if the bargaining unit member received an annual evaluation and received a rating of “Meets Expectations” or above; individuals that received below a “Meets Expectations” are not eligible for any increase.

12.2 Other Increases (OI). The University BOT may provide annual OIs up to one percent (1.0%) of the total salary rate of the bargaining-unit.

(a) OIs may be granted at any time at any time in the following circumstances:

- In response to verified written offers of outside employment;
- As recognition for special achievements and/or exceptional merit, including, but not limited to, awards from national or international academic/professional community or funding agencies;
- To address compression and inversion;
- For equity and market equity considerations;

No other OIs shall be provided unless negotiated with UFF and ratified by both parties.

The University shall notify the UFF annually on OI.

12.3 Promotion Increases. A bargaining-unit member who receives a promotion utilizing the promotion procedures in this collective bargaining agreement shall receive the base-salary

34 increase shown below, effective August 15th following the academic year in which the
35 successful review takes place.

Current Rank	Promotion Rank	Promotion Increase to Base Salary Amount
Assistant Professor	Associate Professor	9% or increase to minimum of 90% of median target salary, whichever is greater
Associate Professor	Professor	9% or increase to minimum of 90% of median target salary, whichever is greater

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37 Median target salary noted in the above table is the median salary provided by
38 College and University Professional Association (CUPA) for the rank and field for
39 the individual using the following target schools, when they participate in the salary
40 survey, as comparators: Alfred University, Kettering University, Rose-Hulman
41 Institute of Technology, South Dakota School of Mines, University of Alaska
42 Southeast, University of Central Florida, University of South Florida, Clarkson
43 University, Colorado School of Mines, Franklin W. Olin College of Engineering,
44 Illinois Institute of Technology, Oregon Institute of Technology, Rochester Institute
45 of Technology,

46 12.4 Legislatively Mandated Increases. Any additional legislatively mandated increases shall be
47 implemented following the corresponding law and does not conflict with this agreement.

48 12.5 Salary floors. The salary floors for all bargaining-unit members with meets expectations
49 ratings or above shall follow 85% of the median salary (parity level) for comparable roles
50 and comparable ranks in the target salary for peer institutions.

51 12.6 Starting Salary. All bargaining-unit position will be hired at a starting salary commensurate
52 with their experience. It is expected that those salaries will typically be within 20% of
53 faculty within that unit at a similar rank and/or experience level. In exceptional cases,
54 bargaining-unit positions may be hired at a salary above that range contingent on
55 extraordinary experience and extramural funding.

56 12.7 Grievability. The only issues to be addressed in a grievance filed pursuant to this Agreement
57 (Article 11) alleging violation of this Article are whether there is unlawful discrimination
58 pursuant to state or federal law, or whether there is an arbitrary and capricious application
59 of the provisions of one or more sections of this Article.

60 12.8 Increases Contingent on Receipt of New Recurring/Non-Recurring Funds. Unless the
61 University chooses to fund the increases, and in the event the University does not receive
62 sufficient new legislative or performance funding to fund the salary increases, they shall
63 become void and re-opened for negotiations by the parties.

64 12.9 Labor Management Committee. The University and the UFF agree to form a Labor
65 Management Committee ("Committee") for the purpose of examining opportunities for
66 advancement (i.e. promotions, longevity increases, etc.) for employees holding the title of
67 Instructor, Assistant Librarian, or Wellness Counselor. The Committee shall meet and
68 confer, with the intention that the Committee will make a recommendation to the collective

69 bargaining teams for possible inclusion in the next collective bargaining agreement. The
70 Committee shall consist of a minimum of two representative each from the University and
71 UFF. At least one representative from the University should hold the title of Vice Provost
72 or higher. The Committee shall be formed and have its first meeting within six (6) months
73 from the ratification of this Agreement. The Committee shall meet at least three times each
74 semester (fall and spring) unless otherwise agreed, or they have agreed to a
75 recommendation for the University's and UFF's collective bargaining teams. This
76 provision shall expire at the end of this Agreement's term.

ARTICLE 13
BENEFITS

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- 4 13.1 Benefits Enrollment. All benefit-eligible employees may enroll in state benefit plans.
5 New employees must complete the enrollment process themselves by going online to the
6 People First website within sixty (60) days of becoming employed in the benefit-eligible
7 position or will otherwise have to wait until the next open enrollment period occurs.
8
- 9 13.2 Eligibility. All active, permanent, full-time bargaining unit members qualify for coverage
10 under the State of Florida Insurance Programs. All eligible employees should review the
11 Marketplace Notice included in the appendix section of the Description Employee
12 Benefits Package administered to new employees upon hiring. The Marketplace Notice
13 is required under the Affordable Care Act and provides employees additional information
14 about affordable health plan options that are available through the Marketplace or Health
15 Care Exchanges.
16
- 17 13.3 Dependent Coverage. Employees may enroll eligible dependents for State of Florida
18 sponsored plans in accordance with the plan documents.
19
- 20 13.4 Spouse Program. An eligible employee whose spouse works in a benefits-eligible
21 position for a State of Florida government agency may enroll in the health insurance
22 Spouse Program. This program combines the state's matching portion of each member's
23 insurance premium, providing health insurance at a minimal cost provided that both
24 employees are in full-time, benefits eligible positions. Should one spouse terminate
25 employment with the State of Florida, or in the event of a divorce, change in FTE, or
26 leave of absence-the employee must notify People First of the event within 60 days of the
27 event.
28
- 29 13.5 Health Benefits. Employees may choose from several State of Florida health insurance
30 plan options. Health insurance premiums are deducted on a pre-tax basis unless the
31 employee requests post-tax deductions through a state pre-tax waiver. Coverage is not
32 effective until after the employee receives insurance cards from the companies.
33
- 34 13.6 Life Insurance. The State of Florida offers Basic and Optional term life insurance
35 coverage to eligible full-time and part-time employees.
36
- 37 13.7 Retirement Plans. Eligible employees may choose to participate in one of three plans: the
38 State University System Optional Retirement Program, the Florida Retirement System's
39 Florida Pension Plan, or the Florida Retirement System's Florida Investment Plan. All
40 three retirement plans include employer and mandatory employee contributions. To enroll
41 in a retirement plan, the employee must fill out the appropriate form and turn it in to the
42 Human Resources Department for processing.

ARTICLE 14
PROFESSIONAL DEVELOPMENT AND SABBATICAL LEAVE

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- 5 14.1 Professional Development. The University supports the development of its workforce
6 as teachers, scholars, and practitioners by providing resources and programs. Such
7 support may include, but is not limited to, internal research grants, financial support
8 including travel support, orientation programs, instructional technology workshops,
9 formal education, certification, discipline-specific development, and speakers' series.
10 Professional Development funds are dispersed by the Provost or his/her designee based
11 on appropriateness of the request and budget availability.
12
- 13 14.2 Sabbatical Leave. A sabbatical leave is intended to provide faculty members with
14 opportunities for professional and scholarly development that will contribute to their
15 achievements and the value of their service to the University. A sabbatical recognizes
16 prior teaching and scholarly achievements at the University and anticipates future
17 teaching and scholarly contributions. Sabbaticals must provide the University with
18 professional value, and offer faculty with opportunities for professional renewal, planned
19 travel, study, formal education, research, faculty development, certification, or other
20 experiences.
21
- 22 (a) Eligibility for Sabbatical Leave. The University does not guarantee the
23 opportunity to take a sabbatical leave. Leave is granted when, in the Provost's
24 assessment, the conditions of the department and of the University are such that
25 the faculty member's absence will not seriously impair the interests of the
26 University. A faculty member who accepts a sabbatical is expected to return to
27 the University for at least two semesters (a spring and a fall) of service
28 immediately after the conclusion of the sabbatical. If a faculty member does not
29 return to the University immediately following the leave, the faculty member is
30 responsible for compensating the school for the salary and benefits received
31 during the sabbatical. Ordinarily, sabbaticals are granted only if, at the expiration
32 of such leave, the applicant would be eligible for continued service on the faculty
33 of the school for at least one year before retirement or contract expiration. The
34 University allows full-time faculty who have completed at least six years of full-
35 time service with the University to be eligible to apply for a sabbatical. Sabbaticals
36 are granted to increase an employee's value to the University through further
37 professional development, not as a reward for service. Applications for
38 sabbaticals are usually distributed by the Provost in early January for the
39 subsequent academic year.
40
- 41 (b) Duration and Compensation. A sabbatical may involve absence for an academic
42 year at half-salary (fall-spring or spring-fall) or a semester (fall or spring) at full
43 salary. An academic year sabbatical can be for fall-spring or for spring-fall.
44
- 45 (c) Application. A complete application for sabbatical is due in the Provost's office
46 by January 15 preceding the academic year in which the sabbatical is requested.
47 The application must include a well-considered, suitable written plan for the
48 requested research or professional development activity. A detailed written
49

statement of this plan, indicating its professional value to the University and faculty member, as well as a current curriculum vitae, must accompany the application. This plan should be at least two pages and not more than five pages in length, using 11-point font and one-inch margins. The application must include a statement from the Division Director or, if there is no Division Director in the management chain, the Department Chair, whether the applicant's absence will or will not unreasonably hinder the delivery of the curriculum.

- (d) Sabbatical approval is based on the candidate's proposal and its value to the University. The Provost, one Vice-Provost, and two faculty members (one chosen by the Faculty Assembly, one chosen by the Provost) evaluate the sabbatical proposals and make a recommendation to the President. Final decision authority on sabbaticals lies with the President, and the President will report annually to the BOT on sabbatical activity. The President shall provide his decision in writing to the candidate and the committee.
- (e) Mutual Consent. The letter from the President, or designee, to the applicant approving the leave represents a commitment by the University and the faculty member. Therefore, any subsequent changes to the plans for the leave require the written agreement of both parties.
- (e) Required Report. Within sixty (60) days of returning to academic duties at the University after a sabbatical leave, the faculty member shall submit a detailed report of activities during the leave to the Provost.
- (f) Additional Sabbatical Leave. Employees shall not normally be eligible to take another paid sabbatical until six (6) years of continuous service are completed following the prior sabbatical.
- (g) Maximum Sabbaticals. Under normal circumstances, the number of individuals on sabbatical will not exceed one individual in a department/program area and across the faculty, it may not exceed 7% of the full-time faculty in any single semester.

14.3 Professional Development Leave. Professional Development Leave (PDL) is designed to provide eligible employees with opportunities for professional renewal, educational travel, study, formal education, research, faculty development, certification, or other experiences of professional value. Professional Development Leave is not compensated and is not benefited. Full-time employees who have completed three or more years of full-time service with the University are eligible to apply for such leave. The eligibility of employees to receive compensation pursuant to a contract or grant is subject to the terms of the contract or grant. However, in the case of non-full-time status, while supported part-time by a contract or grant, the individuals' benefits will be funded at the fraction of full-time represented by the grant activity. Procedures for application and approval shall be the same as those followed for Sabbatical Leave.

Under normal circumstances, no more than one (1) employee in a department/unit may be awarded professional development leave at the same time.

ARTICLE 15
PAYROLL DEDUCTION

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- 4 15.1 Deductions. The Board will deduct, twice monthly and without unauthorized
5 interruption, the following from the pay of those bargaining unit members who
6 individually and voluntarily make such request on a written authorization form
7 provided by the UFF. The form will specifically state the amount to be deducted, as
8 established by UFF and can be submitted in a form similar to Appendix __. (Appendix
9 " __").
- 10
- 11 15.2 Timing of Deductions.
- 12
- 13 (a) The Board will make deductions each pay period, beginning with the first full-pay
14 period commencing at least thirty (30) days following receipt of authorization.
- 15
- 16 (b) UFF must give written notice to the Board of any changes in its dues at least forty-
17 five (45) days prior to the effective date of any such changes.
- 18
- 19 15.3 Remittance.
- 20
- 21 (a) The Board must remit dues and other authorized deductions to the UFF State
22 Office on a biweekly basis within thirty (30) days following the end of the pay
23 period by automatic funds transfer.
- 24
- 25 (b) Accompanying each remittance will be a list containing the following information
26 relating to each dues paying member:
- 27
- 28 1. Names and departments of the bargaining unit members;
- 29 2. Amounts deducted.
- 30
- 31 15.4 Termination of Deduction. The Board's responsibility for deducting dues and other
32 authorized deductions from a bargaining unit member's salary will terminate
33 automatically upon either:
- 34
- 35 (a) thirty (30) days written notice from the bargaining unit member to the Board, the
36 University personnel office, and to the UFF revoking that bargaining unit member's
37 prior deduction authorization; or
- 38
- 39 (b) the transfer of the authorizing bargaining unit member out of the bargaining unit.
- 40
- 41 15.5 Indemnification. The UFF assumes responsibility for (1) all claims against the Board,
42 including the cost of defending such actions, arising from the Board's compliance
43 with this Article, and for (2) all monies deducted under this Article and remitted to
44 the UFF. The UFF must promptly refund the Board excess monies received under this
45 Article.
- 46
- 47 15.6 Exceptions. The Board will not deduct any UFF fines, penalties, or special assessments
48 from the pay of any bargaining unit member, nor is the Board obligated to provide more

49 than one payroll deduction field for the purpose of making the deductions described
50 in this Article.

51

52 15.7 Termination of Agreement. The Board's responsibilities under this Article will
53 terminate automatically upon (1) decertification of the UFF or the suspension or revocation of
54 its certification by the Florida Public Employees Relations Commission, or (2) revocation
55 of the UFF's deduction privilege by the Florida Public Employees Relations Commission.

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ARTICLE 16
INTELLECTUAL PROPERTY

14.1 University Policy FPU-1.0061P Intellectual Property, approved by the Board of Trustees on June 3, 2015, is applicable to all employees in the UFF unit.

ARTICLE 17
MISCELLANEOUS PROVISIONS

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- 17.1 No Strike or Lockout. The Board agrees that there will be no lockout at the University during the terms of this Agreement. The UFF agrees that there will be no strike by it or any bargaining unit member during the term of this Agreement.

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

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

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

ARTICLE 18
SEVERABILITY

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18.1 Invalidation of a Provision of this Agreement. If any provision of this agreement is found to be invalid by any court of competent jurisdiction or is expressly rendered invalid by reason of subsequently enacted legislation, such action shall not affect the remainder of the Agreement, and all other terms and provisions shall continue in full force and effect.

18.2 Negotiations on Replacement Provisions. If a provision of this agreement is rendered invalid pursuant to Section above, then upon request of either party the University and UFF shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 19
AMENDMENT AND DURATION

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19.1 Effective Date.

- (a) The Agreement shall become effective upon ratification by both the Board and the UFF and shall remain in effect through August 31, 2021.
- (b) Renegotiations for a successor agreement shall begin no later than October 1, 2020.

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

19.3 Reopener Negotiations. For the contract years 2019-2020 and 2020-2021 the parties shall reopen and negotiate Article 12 - Salaries and each party has the option to reopen one (1) additional article. However, by mutual agreement, the parties may reopen additional articles for consideration during each contract year. Reopener negotiations shall begin no later than March 1, 2019 for the contract year 2019-2020 and March 1st, 2020 for the contract year 2020-2021.

ARTICLE 20
TOTALITY OF AGREEMENT

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20.1 Limitation. The parties acknowledge that during the negotiations which resulted in the Agreement, the University and the UFF had the unlimited right and opportunity to present demands and proposals with respect to all matters lawfully subject to collective bargaining, and that 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.

20.2 No Obligation to Bargain. During the term of this Agreement, the University and the UFF agree that the other shall not be obligated to bargain collectively with respect to any subject or matter covered by this Agreement. Notwithstanding these limitations, if the University exercises its management rights in such a way that any term or condition of employment is affected, the University shall be obligated to bargain the impact of such change.

ARTICLE 21
OFFICE SPACE, EQUIPMENT, AND SAFETY CONDITIONS

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21.1 Offices and Meeting Space.

- (a) The University shall provide each faculty member and academic professional with an individual lockable office (to the extent practicable) and office furniture and equipment appropriate to their assigned duties and responsibilities.
- (b) The Wellness Counselor shall be provided with an enclosed individual lockable office to guarantee the privacy of students.
- (c) Subject to availability in the IST building, faculty shall have access to private meeting space for confidential conferences with students.
- (d) Each faculty and academic professional shall, consistent with building security, have reasonable access to the faculty member’s office space, and laboratories, and the classrooms used in connection with assigned responsibilities. This provision may require that campus security provide access on an individual basis.

21.2 Change in Office Space. A faculty member or academic professional shall be notified, if practicable, at least one (1) month prior to a change in their office location or a planned alteration to their office that impedes their work effectiveness. The faculty member or academic professional shall be provided the reason(s) necessitating the change or alteration. The University shall move University supplies and equipment.

21.3 Equipment. Each faculty and academic professional shall have the access to the administrator’s account of their IT devices if requested to the CIO and approved. Approval for such a request shall not be unreasonably denied.

21.4 Safe Conditions. Whenever a faculty member or academic professional reports a condition to an appropriate administrator that the faculty member or academic professional reasonably believes is a potential violation of safety or health rules and regulations, the appropriate administrator shall investigate such conditions. Upon conclusion of the investigation, the appropriate administrator shall inform the faculty or academic professional of what action must be taken by the faculty member or academic professional, and what action is being taken by the administration, if action is necessary.

ARTICLE 22
LAYOFF

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22.1 Layoffs.

A. Implementation. Subject to compliance with applicable University policy, the University may implement a layoff at any time as a result of reallocation of resources; reorganization of academic or administrative structures, programs or functions; reorganization of degree or curriculum offerings or requirements; adverse financial circumstances; or reduction or elimination of programs or functions. Layoffs shall not be arbitrary or capricious.

B. Layoff Unit. The layoff unit may be at any organizational level of the University.

22.2 Layoff Considerations.

A. The University shall consider appropriate factors, including but not limited to, rank, length of continuous employment at the University, performance evaluations, the employee’s academic training and credentials, external professional reputation and experience, teaching effectiveness, research record, and service to the profession, community, and public prior to conducting any layoff.

B. In the event that more than one employee is being considered for a layoff, and said employees are substantially similar with respect to the factors in Section 22.2(A) above, seniority shall be the determinative factor, and the layoff shall occur in the inverse order of seniority.

C. An employee laid off under this section may request within twenty (20) days of the notification of a layoff a written justification for their selection to be laid off. Thereafter, the President or representative shall provide such statement within twenty (20) days following receipt of such request.

22.3 Notice of Intent. The University shall provide the UFF and faculty member or instructor with no less than one (1) academic year advance notice prior to the effective date of any layoff. The University shall provide the UFF and the Wellness Counselor and/or Assistant Librarian with a length of advance notice prior to conducting any layoff as negotiated with UFF prior to the date of hire.

The notification to the employee shall include the effective date of the layoff; the reason for the layoff; a statement of recall rights; and a statement of appeal/grievance rights and applicable deadlines for filing.

The notification to UFF shall include the units affected by the layoff, the reason for the layoff, and the employee(s) to be laid off. The UFF may request a consultation with the President of representative pursuant to Article 2 (Consultation) during this period to discuss the layoff.

- 48 22.4 Terminations (voluntary or involuntary) which occur pursuant to another article of this
49 Agreement shall not be deemed a layoff.
50
- 51 22.5 The University shall determine the program areas, subject areas, positions, and personnel
52 subject to the layoff.
53
- 54 22.6 Employees who are laid off remain eligible for reemployment.
55
- 56 22.7 Grievability. The decision to layoff is only grievable according to Article 11 – Grievance
57 and Arbitration Procedure, if an employee who receives written notice of layoff, contests
58 the decision because of an alleged violation of this Agreement or because of an alleged
59 violation of an employee’s constitutional rights. Such grievances must be filed in
60 accordance with the provisions set forth in Article 11.
61
- 62 22.8 Re-employment/Recall. For a period of two (2) years following a layoff, an employee
63 who has been laid off shall be offered reemployment in the same or similar position at
64 the University should an opportunity for such reemployment arise. It shall be the
65 employee's responsibility to keep the University advised of the employee's current
66 address. Any offer of re-employment pursuant to this section must be accepted within
67 twenty (20) days after the date of the offer. In the event such offer of reemployment is
68 not accepted, the employee shall receive no further consideration pursuant to this Article.
69 The appointment term for any employee recalled in accordance with this article shall be
70 equal to the time remaining on the employee’s prior appointment at the time the prior
71 layoff occurred. The University shall notify the local UFF-Florida Polytechnic Chapter
72 when an offer of re-employment is issued.
73
- 74 22.9 Sections 22.2 -.8 of this article shall not apply to positions funded from contracts, grants,
75 and sponsored research funds, including any research appointments supported by the
76 University; or positions funded by “soft money”.
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ARTICLE 23
TRAVEL

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23.1 Professional Meetings.

- (a) Faculty Bargaining unit members may attend professional meetings, conferences, and other professional activities, with prior approval from the Provost, or Provost's designer whether or not they receive University funding to attend. The University fully supports travel that provides appropriate benefit to the institution. In considering a travel request, the University will consider, amongst other factors, the impact of a bargaining unit member's absence on the faculty member's normal duties. If a travel request is denied, the reason for the denial must be given to the requesting faculty member in writing. Approval to attend such activities shall not be arbitrarily denied.
- (b) Bargaining unit members must initiate a travel authorization request utilizing the University's approved form as soon as practicable.
- (c) Allocations of travel funds to bargaining unit members shall be set by the funding that is made to each department, and will be determined by the Provost, or Provost's designer in accordance with University guidelines. Allocation of funds to an individual or group does not guarantee approval of travel activity, and funding that is not used in a particular fiscal year may not be carried over for usage during a future fiscal year.

23.2 Reimbursement. The reimbursement rate for expenses in connection with meetings, conferences, or other professional activities shall as specified by Florida law, up to the amount of funding available under department policies.

23.3 Travel Advances. To the extent permitted by law, the University may provide travel advances, upon request, of up to eighty (80) percent of budgeted expenses for authorized travel.

ARTICLE 24
ACCESS TO DOCUMENTS

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24.1 Board of Trustees and University Documents.

- (a) Upon request, the University shall provide UFF with an electronic copy of documents necessary to administer grievances and other provisions of this agreement or otherwise carry out UFF’s obligations as the certified bargaining agency for the bargaining unit. Alternatively, the University may provide UFF with the URL address for these materials.
- (b) If not available on a website, the University shall, upon request, provide UFF with an electronic copy of the agenda, supporting materials, and minutes of public meetings (including public subcommittee meetings) that bear on the terms and conditions of employment of unit members.
- (c) The University shall ensure that the documents below are available by links on the University’s web site:
 - (1) Faculty handbook;
 - (2) Employee handbook;
 - (3) Agenda, supporting materials, and minutes of public meetings of the Board of Trustees and its committees;
 - (4) University regulations;
 - (5) Collective bargaining agreement and all supplements to it; and
 - (6) Other University policies and procedures affecting faculty terms and conditions of employment.

24.2 Salary Records Access. The University shall, upon request, and no more than once per academic year, provide UFF, within twenty (20) business days with an electronic report reflecting the base academic year salary and any academic year salary increase (provided as a percent increase) for each in-unit member during the preceding twelve (12) months by each increase category.

24.3 Bargaining Unit Member List. The University shall provide, within twenty (20) business days of a request by the UFF, and no more than twice per academic year, the following information pertaining to each bargaining unit member: name, date of hiring, department/unit or units if hired as joint appointment, title, rank, date promoted to rank, current year salary rate, and e-mail address, contact telephone number, and last known mailing address .

24.4 UFF Designee. UFF shall, upon request, and no more than once per academic year, provide the University’s designee for contract administration with the names and email addresses of the union officers and the name of the union representative designated to receive documents referred to in this article. UFF shall notify the University’s designee in writing of any changes to the list of union officers or designated representatives to receive documents.

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50 24.5 Costs. All electronic copies of materials and access to materials discussed in this article
51 shall be provided without cost. In the event hard copies are requested, or electronic
52 copies are unavailable, the UFF shall reimburse the University for the costs incurred
53 according to Chapter 119, Florida Statutes.

ARTICLE 25
MAINTENANCE OF BENEFITS

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25.1 The rights and benefits provided by this Agreement shall apply to any employee who is a member of the bargaining unit and may not be waived without the employee's consent.

25.2 To the extent required by law, the rights and benefits set forth in this Agreement shall not change absent collective bargaining.

ARTICLE 26
OTHER EMPLOYEE RIGHTS

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26.1 Constitutional Rights. Nothing in this Agreement shall be understood to diminish the constitutional rights which bargaining unit members have as citizens of the United States or Florida, or to diminish the right of employee to exercise those rights.

26.2 Limitation on Personal Liability.

- (a) In the event a faculty member is sued for an act, event, or omission which may fall within the scope of Section 768.28, Florida Statutes, the faculty member should notify the Office of the General Counsel 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 Section 768.28(9), Florida Statutes, is reproduced herein. No officer, faculty member or agent of the State or any of its sub-divisions shall be held personally liable in tort or named as a party defendant in any action for any injury or damages suffered as a result of any act, event or omission of action in the scope of his or her employment or function unless such officer, faculty member 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.

ARTICLE 27
FPU REGULATIONS AND POLICIES

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27.1 Changes in Regulations or Policies

- (a) Established terms and conditions of employment cannot be changed without providing the opportunity for negotiation.
- (b) If any regulation, policy, or resolution proposed by the University has a direct and substantial impact on wages, hours, or any other term or condition of employment, the University shall satisfy any collective bargaining obligation with respect to the change prior to implementing it, unless UFF declines in writing to bargain over the change.

27.2 Notice of Proposed Policies or Regulations. The University shall provide to UFF, via posting on the University web site and via email notification, an advance copy of any proposed regulation or policy that could reasonably be construed to affect terms or conditions of employment contained in this Agreement.

27.3 Inconsistencies with Agreement. No provision of any existing, new, or amended University regulation, policy, or resolution shall apply to bargaining unit members if it conflicts with an express term of the Agreement.

ARTICLE 28
DEFINITIONS – Not TA’ed yet

As used in this Agreement, the term:

- “Academic Year” means a period consisting of a fall and spring semester of approximately 39 contiguous weeks.
- “Administration” means Florida Polytechnic University acting through its President and staff
- “Bargaining Unit” means those employees, collectively, represented for collective bargaining purposes by the UFF pursuant to Florida Public Employees Relations Commission Certification wherein the Commission determined the composition of the bargaining unit at Florida Polytechnic University, as outlined in Appendix A.
- “Board of Trustees”, “BOT”, “Trustees”, or “Board” means the legally responsible governing body of the Florida Polytechnic University, established by Florida Statutes, acting through the President and the rest of the University Administration and staff. Trustees is usually intended to mean the University administration acting on behalf of the Trustees, and an instruction given by a member of the University Administration shall be understood to be an instruction from the Trustees.
- “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.
- “Continuous Service” means employment uninterrupted by break in service.
- “Days” means calendar days.
- “Chair” or “Director” means the principal administrator of a department, unit, or division.
- “Division/Department/Unit” means an administrative unit generally equivalent in size and character to a department, unless provided otherwise in an express provision of this Agreement.
- “Employee” means a member of the bargaining unit.
- “Equitable” means fair and reasonable under the circumstances.
- “Faculty”, “faculty member”, or “faculty employee” means any member of the bargaining unit, except for Instructors, Wellness Counselors, or Assistant Librarians.
- “Fiscal Year” means the University fiscal year (July 1-June 30).
- “In Writing” means any form of written communication (electronic or hard copy)
- “Instructor” means member of the bargaining unit whose primary responsibilities are teaching, service, and related activities, and who does not hold the rank of an Assistant Professor, Associate Professor, or Professor.
- “Months” means calendar months.
- “Non-Teaching Faculty” or “Academic/Professionals” means a member of the bargaining unit who holds the position classification of Wellness Counselor or Assistant Librarian
- “Semester” or “Term” means one of the three academic periods in fall, spring, or summer.
- “State University System” or “SUS” means the system of institutions and agencies within the jurisdiction of the Florida Board of Governors.

- 46 - “UFF” means United Faculty of Florida.
- 47 - “UFF Chapter” means the Florida Polytechnic University Chapter of UFF.
- 48 - “University” means Florida Polytechnic University, including when acting through the
- 49 President and staff.
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APPENDIX A
from Article 1 Recognition

APPENDIX B
from Article 8 Performance Evaluation

Faculty Activity Report

Review period: Month date, Year- Month date, Year

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Name:

Rank and Academic Program:

Teaching Activity and Accomplishments for the Year:

- 1. Table supplied by institutional research
- 2. Faculty commentary:
 - a. **Formal Course Delivery:**

Term	Course Name	Credit CR	Enrollment	SAI

Total

- b. **Projects included in course delivery:**
- c. **Undergraduate Advising:**
- d. **Graduate advising and student support:**
- e. **Educational resources sought or acquired:**
- f. **Anything else that should be considered for this evaluation period:**

33 **Scholarship:**

34 A. Publications (list those **published** during **the review period**. **Items that are in press, in**
 35 **review, or in progress must be listed in the appropriate section but must be clearly**
 36 **noted as such**. Do not list any publication multiple times)

- 37
- 38 1. Refereed Publications (give full **archival** citation. When available, include the **DOI**
 39 **number**, link to publication, or the first page of the publication)
 - 40 a. Refereed Articles in Journals
 - 41 b. Refereed Articles in Conference Proceedings
 - 42 2. Industrial collaboration or activity
 - 43 a. Patents, patent applications, patent disclosures
 - 44 b. Industry sponsored project not listed in teaching section
 - 45 3. Books, Book Contributions, and Issues of Journals (includes books you have written or
 46 edited, contributions to edited books, and special issues of journals you have edited.
 47 Give full **archival** citation. When available, include the **DOI number** or link to
 48 publication. If published on CD-ROM give number of pages of your paper)
 - 49 4. Non-refereed Publications (give publication details)
 - 50 a. Abstracts
 - 51 b. Non-refereed Articles in Conference Proceedings
 - 52 c. Software
 - 53 d. Project Reports (technical reports, final reports on grants, etc.)
 - 54 e. Articles Posted on E-print Servers
 - 55 f. Articles in Professional Magazines
 - 56 g. Other (e.g., anything else with your name on it including book reviews, forewords
 57 to books/journal issues, software packages, etc.)
 - 58 4. Publications in Progress (include status: submitted, under review, in press, etc.)
 - 59 5. Presentations
 - 60 a. Invited Talks (that **you** have given at conferences, or at organizations other than
 61 Florida Poly.)
 - 62 b. Other Talks (by **you**, e.g., contributed papers or posters at
 63 conferences, talks at Florida Poly, etc.)
 - 64 c. Co-authored Presentations (not presented by you)

65
66 **B. Funded projects where there was expenditure during the year:**

67 Project Title:

68 Project Staff:

69 Source of Funds:

70 Project Duration:

71 Total Amount and estimated expenditure for the review period:

72 Spending by the Faculty member for the current review period:

73 Graduate Students Supported by the effort that were directed by the faculty member during
74 the review period:75 Under Graduate Students Supported by the effort that were directed by the faculty member
76 during the review period:

77 Synopsis of accomplishments for the project for this review period:

78

79 **C. Proposals written during the review period.**

80 Project Title:

- 81 Project Staff:
- 82 Source of Funds:
- 83 Project Duration:
- 84 Total Amount:
- 85 Number of Graduate Students planned to be Supported by the effort.
- 86 Under Graduate Student hours planned to be Supported by the effort.
- 87 Fraction of proposal written by you:
- 88

89 **D. Other scholarship activity (preproposal activity, unfunded work):**

90

91 **E. Anything Else that should be considered for this review period:**

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93 **SERVICE (include only those activities during the review period shown above)**

- 94 A. Support of student activity on campus (clubs, etc.)
- 95 B. Departmental Committees (and other departmental service, include your role in the
- 96 committee)
- 97 C. Institutional Committees (and other institutional service)
- 98 D. External Professional Service (regional and national committees, panels, etc.)
 - 99 1. Regional and National Committees (list committee names)
 - 100 2. Reviews (indicate number of papers and proposals reviewed; editorial work for
 - 101 journal and book publishers, external examinations, reviews for foundations and
 - 102 agencies, reviews of promotion and tenure dossiers, number of letters of
 - 103 recommendation written, etc.)
- 104 E. Community Outreach (list the type of activity and the level of effort in the activity)
- 105 F. Anything else that should be considered for this review period
- 106

107 **HONORS AND AWARDS (include only those honors and awards received in the review**

108 **period shown above)**

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110 **PROFESSIONAL DEVELOPMENT**

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112 **OTHER PERTINENT INFORMATION**

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114 **COMMENTS ON STATEMENT OF EXPECTATIONS FROM THE PREVIOUS YEAR**

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117 **Proposed statement of mutual expectation FOR THE UPCOMING CALENDAR YEAR**

118 **(presented under the headings “teaching, scholarship, service) headings**

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46 III. AUTHORIZATION

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

50

51 UFF _____

52 Legal Counsel _____

53 Myself _____

54

55 I (do)_____ (do not)_____ want a postponement for up to 30 days to seek informal
56 resolution of this grievance.

57

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

63

64 This grievance was electronically filed with the Office of the General Counsel
65 (ogc@floridapoly.edu) on _____.

66

67

68 _____

69 Signature of Grievant

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

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APPENDIX D
from Article 13 Benefits

APPENDIX E
from Article 15 Payroll Deduction

UNITED FACULTY OF FLORIDA
SAMPLE DUES AUTHORIZATION FORM

I authorize the University to deduct from my pay, starting with the first full pay period commencing not earlier than seven days from the date this authorization is received by the University, membership dues and other authorized deductions of the United Faculty of Florida (UFF) as established from time to time by UFF in accordance with its Constitution, and as certified to the Board by UFF. Furthermore, I understand that such dues will be paid to UFF.

This authorization will continue until either (1) revoked by me at any time upon thirty days written notice to the University payroll office; (2) my transition/transfer out of a UFF represented bargaining unit; (3) termination of employment; or (4) revoked pursuant to Section 447.507, F.S.

Signature Date

Name (Print)

Department or Work Location

Job Classification

Home Address

Home Phone

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