



FLORIDA POLYTECHNIC UNIVERSITY

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

***THE FLORIDA POLYTECHNIC UNIVERSITY
BOARD OF TRUSTEES***

AND

UNITED FACULTY OF FLORIDA

2018-2021

AMENDED AUGUST 2019

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PREAMBLE
[AMENDED AUGUST 2019]

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. 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

- 1.1 Bargaining Unit. The Board of Trustees 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 full time, 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

- 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
[AMENDED AUGUST 2019]

- 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 relieve its employees from duty because of lack of work or for other legitimate reasons. However, the 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 section 447.209, Florida Statutes, 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.
 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

[AMENDED AUGUST 2019]

- 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 Employees to UFF events such as lunches, picnics, gatherings, dinners, and other events as determined by the UFF.
- 4.4 New Employees. 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 employee 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 Employees 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, the University 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.
- 4.8 UFF Activities. Employees, designated as elected officers, bargaining team members, or grievance representatives may participate in the following representational activities:
 - (a) Attend investigations or grievance meetings to represent Employees;

- (b) Engage in collective bargaining while serving on union negotiating team, and;
- (c) Conduct ratification or contract education as necessary to implement this agreement or re-openers;

as long as such activities do not interfere with class/lab time, office hours, or any mandatory University or Department activities or training.

ARTICLE 5

ACADEMIC FREEDOM & RESPONSIBILITY

[AMENDED AUGUST 2019]

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

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

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

- (a) Teaching and Research/Creative Activities. Faculty members shall have the freedom to:
1. Present and discuss, frankly and forthrightly, academic subjects, including controversial material relevant to the academic course being taught.
 2. Select instructional materials consistent with university regulations and policies and define course content within general department guidelines, course schedules, and course delivery modalities, and holding consistent academic standards regarding the student learning outcomes as set by the curriculum. In situations where there are multiple sections of the same course, department faculty have the responsibility to select a uniform text book as a group. In the event the department faculty are unable to do so, or desire to utilize differing textbooks, prior authorization from the Provost or designee is required. Special topics classes are excluded from this requirement.
 3. Determine grades. Grading standards must reflect general department guidelines, and must be substantially similar for multi-section courses. The grade a current faculty member has determined for a student's performance shall not be changed without the full-time faculty member's consent, except by the current University academic appeals process.
 4. Freely engage in scholarly, research, and creative activity, and publish the results.

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

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

- (a) Observe and uphold ethical standards in the pursuit and communication of scientific and scholarly knowledge as well as in their teaching and service duties;
- (b) Refrain from using the classroom to promote a personal, political, or other agenda that is not related to the instructional activity of the class;
- (c) Provide course-level instruction designed to achieve that course's student learning outcomes, support applicable program competencies, and, to the degree relevant, prepare students for subsequent courses in the applicable program's plan of study;
- (d) Treat students, staff, and colleagues fairly and civilly in discharging one's duties as teacher, researcher, and intellectual mentor, in a manner consistent with the provisions of this Agreement and University regulations and policy;
- (e) Avoid any exploitation of other people for private advantage and treat them in a manner consistent with the provisions of this Agreement and University regulations and policy;
- (f) Respect the integrity of the evaluation process, including the privacy rights of students under law, and evaluate students, staff, and colleagues fairly according to the criteria and procedures specified in the evaluation process;
- (g) Represent one's self as a spokesperson for the University only when specifically authorized to do so;
- (h) Participate, as appropriate, in the system of shared academic governance, especially at the department/unit level;
- (i) Observe the published University regulations, provided the regulations do not contravene this Agreement, academic freedom, or the faculty member's right to criticize or seek revision of those duties, laws, regulations, policies, or procedures.

- (j) Refrain from engaging in a pattern of behavior that disrupts or obstructs the orderly and effective functioning of the department, college, or University. This section shall not be construed or used to inhibit vigorous and tough-minded academic disagreements which are a vital aspect of academic freedom or the right to free expression and thought, on or off campus. A pattern of disruptive or obstructive behavior must be supported by documentation. Academic freedom is accompanied by corresponding responsibilities, including the duty to exercise appropriate restraint and to show appropriate respect for the right of others to hold differing opinions. Consequently, while academic disagreements are part of the orderly functioning of a university, appropriate constructive cooperation is also critical to the faculty member's effective performance as a member of the academy.

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

- (a) Maintain, encourage, protect and promote the faculty's academic freedom so that it is not compromised by harassment, censorship, reprisals, or prohibited discrimination.
- (b) Ensure that the faculty's academic freedom, to include freedom of thought and expression as guaranteed under the First Amendment of the Constitution of the United States of America, is not stifled or compromised.
- (c) Treat faculty members, students, and staff in a manner consistent with the provisions of this Agreement.
- (d) Respect the integrity of the evaluation process, including the privacy rights under law, and fairly evaluate faculty according to the criteria and procedures specified in the evaluation process.
- (e) Respect and adhere to the principles of shared governance.
- (f) Observe the published University regulations, provided that the regulations do not contravene academic freedom, which includes the faculty member's right to responsibly criticize and seek revision of the regulations.
- (g) Refrain from engaging in behavior that directly undermines academic freedom and freedom of thought and expression as described in this regulation, or otherwise disrupts or obstructs the orderly and effective functioning of the department, college, or University.
- (h) Prohibit unauthorized persons from entering or interrupting a faculty member's classroom or laboratory, except with prior permission from the responsible faculty member or during legitimate emergencies. The University shall support the authority of each faculty member to have unauthorized persons removed from the faculty member's classroom/laboratory. This provision shall not apply to administrators who are responsible for evaluating the faculty member. At the faculty member's request, University Administration shall take appropriate action to enforce this provision.

- (i) Prohibit disruptive behavior, including: (1) behavior that involves violence against faculty, staff or students; (2) threat(s) or instigation of violence; (3) malicious vandalism; (4) possession of weapons of any type; (5) willful disregard of legitimate directions; (6) continued use of abusive language or gestures; (7) or other behavior that is unruly, disruptive, harassing, or abusive so that it seriously interferes with the faculty member's ability to effectively communicate with other students in the class or with the ability of the student's classmates to learn, or with the normal and orderly conducting of the University's business. The University shall support the authority of each faculty member to have disruptive persons removed from the faculty member's classroom/laboratory or the campus.
 - 1. Upon receiving a report of disruptive behavior, the University shall act promptly to investigate and resolve the matter. Faculty may request that a disruptive individual be barred from returning to the classroom. If the University declines such a request, the University shall take appropriate alternative action that ensures against a recurrence of the disruptive behavior and shall inform the faculty member.
 - 2. A faculty member shall not be disciplined for taking reasonable action in self-defense or in defense of others.

ARTICLE 6
APPOINTMENT & PROMOTION
[AMENDED AUGUST 2019]

6.1 General Principles

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

6.2 Appointment and Reappointment Terms.

- (a) Terms for appointments and reappointments are as follows:
 - 1. Assistant Librarian and Wellness Counselor
 - a. Terms will be determined, and negotiated with the UFF, prior to the date of hire.
 - 2. Instructor
 - a. Initial term: two (2) years
 - b. Reappointment term: two (2) years. The University will provide instructors with its reappointment decision at least one (1) year prior to the end of the instructor's current contract.

- c. Reappointment decisions must be considered by the division director (or chair if no director is present), the Provost, and the Vice Provost of Academic Affairs. Said consideration will be based on the faculty member's performance reviews since their last reappointment or, if they have not yet been reappointed since their initial appointment, faculty dossier, and other supporting materials. If supporting materials are used as part of the review, the candidate will be informed of this information, and provided a minimum of five (5) days to respond to the information.
 - d. Upon request, the Provost will provide a written justification for his/her decision.
- 3. Assistant Professor
 - a. Initial term: three (3) years
 - b. Reappointment term: three (3) years
 - c. May only be reappointed once and must apply for promotion no later than at the completion of six, fall to spring, academic years. However, if hired prior to June 1, 2017, such faculty must apply for promotion to Associate Professor no later than the last year of their three-year reappointment term.
 - d. The University may permit a faculty member to delay promotion review by granting a maximum one (1) year extension at this rank due to a valid request for FMLA or other appropriate leave. Additional extensions beyond the extra year are not permitted.
- 4. Associate Professor
 - a. Initial term: three years, unless the University determines that an initial term of four (4) or five (5) years is warranted. The reason for a longer initial term shall be provided to the union upon request.
 - b. Reappointment term: three (3) years (shortened review) or six (6) years (full review)
 - c. Promotion term: Faculty members promoted from Assistant to Associate Professor shall receive an appointment term of six (6) years
- 5. Full Professor
 - a. Initial term: six (6) years, unless the University determines that it is in its best interest to offer an initial contract with a shortened duration.
 - b. Reappointment term: six (6) years when based upon a "full" review; three (3) years when based upon a "shortened" review
 - c. Promotion term: Faculty members promoted from Associate Professor to Full Professor shall receive an appointment term of six (6) years

- (b) Exception for Professors Employed Prior to June 1, 2017. A professor employed at the University prior to June 1, 2017, and continuously employed thereafter, who has not been promoted while at the University, will have their “shortened” review conducted in the spring of 2019, 2020, or 2021.
1. Professors must request inclusion in the shortened review pool. The University shall notify faculty in a timely manner that they must request inclusion.
 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 faculty 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) faculty 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 professor has participated in a review and is not provided with a reappointment offer, the professor shall be entitled to one (1) additional year of employment, with no right to continued employment. If a professor 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 professor’s employment shall end on the last date of the professor’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 15 following the academic year in which the reappointment review was conducted.

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.
2. Associate Professors hired after June 1, 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 June 1, 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 are 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 faculty member'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.

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

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

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

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

1. The University shall establish the criteria on an annual basis, and provide to each department's Division Director, or Chair if no Division Director is present. Following receipt by the department, the Committee shall convene to tailor the criteria to the department disciplines in accordance with the procedures outlined herein. The Committee shall complete its review and finalize the department clarifications within fifteen (15) days of receiving the University's criteria.
2. Department Faculty Vote. Within ten (10) days of the Committee finalizing the department clarifications, the department faculty shall conduct a confidential and anonymous vote on said clarifications. Faculty that are in their terminal year of employment (as a result of non-reappointment or layoff), visiting faculty, and instructors do not vote on the clarifications.
 - a. If a majority of a department's professors vote in favor of the proposed department clarifications, the department clarifications are forwarded to the Provost for review and approval.
 - b. If a majority of a department's professors does not vote in favor of the proposed department clarifications, the Committee (as outlined in Section 6.5(d),) shall reconsider the proposed clarifications prior to conducting a second vote. The Committee shall have five (5) days to reconsider the proposed clarifications and hold a second vote within five (5) days of finalizing the second round of department clarifications. If the second vote is also unsuccessful, the proposed clarifications shall be forwarded to the Provost for approval, noting the lack of department faculty support.

- c. If a vote does not occur within five (5) days of the Committee finalizing the department clarifications, the department clarifications shall be forwarded to the Provost for review, noting that no vote occurred.
 3. Provost Review. Within ten (10) days of receipt, the Provost shall review the proposed department clarifications to ensure compliance with this Agreement, the mission and goals of the University, and University standards as established in the 2018-2019 Faculty Handbook. The Provost will either approve the proposed department clarifications, or return them to the Committee for reconsideration. In the event the Provost returns the proposed department clarifications to the Committee for reconsideration, he/she shall provide objections to any such provision in writing.
 4. Committee Reconsideration. The Committee shall reconsider the Provost's written objections and within ten (10) days after receiving them, shall resubmit the proposed written clarifications to the Provost, incorporating all, some, or none of the objections, along with a written explanation and justification for the resubmitted language.
 5. Provost Reconsideration. The Provost shall reconsider the department clarifications and issue final revisions or approvals within seven (7) days after receiving the revised department clarifications.
- (d) Department Committee.
1. The Vice Provost of Academic Affairs (or designee), Department Chair (or if Division/Department Director is present, Division director, or designee) of each respective department, and two (2) faculty members from the department (at least one holding the most senior rank in the department, subject to the limitation below) shall form the "Committee." Department faculty shall select their representative faculty members on an annual basis during the first week of the fall semester (except for Spring 2019, when the Committee shall be formed as early as possible in the semester). Faculty members that received a notice of non-reappointment or notice of layoff, instructors, and visiting faculty are not eligible to serve on the Committee or participate in the Committee selection process (this includes individuals that contest their non-renewal status).
 2. The Provost shall provide a framework and formally charge said Committee to develop and maintain written clarifications of the University's reappointment and promotion criteria in terms tailored to the department's discipline(s) and assigned duties, and consistent with University standards as established in the 2018-2019 Faculty Handbook.
- (e) The criteria shall be available in the department and in the Provost's office or upon request from the Department Chair. All such criteria shall also be provided to UFF upon written request.
- 6.6 Promotion Categories and Eligibility Criteria. Subject to the requirements set forth herein, faculty holding the rank of Assistant Professor and Associate Professor shall be eligible to apply for promotion to the next higher rank.

- (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 been 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 promotion consideration to Associate Professor.
- (d) The candidate being considered for promotion may withdraw from consideration provided that the withdrawal is made before the UEC begins its consideration of the candidate. Such withdrawal shall be without prejudice and will not render the candidate ineligible for the next promotional cycle.

- (e) The University shall provide the Packet (as described in Section 6.9) to the PAEP for review. For reviews of Associate and Assistant Professors, the PAEP shall consist of faculty of a higher rank than the Candidate within the Candidate's division, or if no division is present, within the Candidate's department. The Division Director, if present, or if there is not a division, the Department Chair serves as the chair the PAEP if he or she holds the appropriate faculty appointment rank. If the Division Director or Department Chair does not hold the appropriate rank, the Provost will appoint a chair for the PAEP. There must be a minimum of three (3) qualified (appropriately ranked) individuals serving on the PAEP. If the number of individuals available to serve on the PAEP is less than three (3), the Provost and PAEP Chair will each select a faculty member of appropriate rank from another unit at the University to serve on the PAEP. If the PAEP includes no members from the candidate's department, the PAEP will request input from the department chair before finalizing its recommendation. If the chair is the candidate and no member from the chair's department is a member of the PAEP, the Provost or designee shall select a member of the chair's department to provide input to the PAEP before the PAEP finalizes their recommendation.

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

- (f) University Evaluation Committee ("UEC"). The UEC is not utilized as part of the shortened review evaluation process. The UEC is formed from those holding Full Professor rank from a nomination pool provided by the Faculty Representative Council; however, if there are fewer than five (5) qualified individuals at the University, all such qualified individuals shall be deemed in the nomination pool. Individuals that are in their terminal year of employment (as a result of non-reappointment or layoff) are not eligible to serve on the UEC or PAEP. Term duration will be staggered to have a "normal" term of three (3) years in length and with overlap in UEC membership so that committee memory is maintained. In years where an individual is up for reappointment review, he or she may not participate in the UEC. If fewer than three (3) individuals are eligible to staff the UEC, the UEC will be chaired by the Provost with all eligible faculty serving as members. When the University includes fewer than ten (10) individuals with the rank of Full Professor, the UEC will be between three and five individuals at the discretion of the Administration. With 10 to 20 Full Professors on staff, the UEC will be between five (5) and seven (7) individuals at the discretion of the Administration, with more than twenty (20) Full Professors, the UEC will include seven members. The UEC must operate in executive session and in total confidentiality.

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

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 a written justification of the decision within ten (10) days. Upon such a request, the President or his or her designee shall provide, within twenty (20) days, 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 6.8, shall include, at a minimum, the following:
- (a) Candidate Prepared Dossier. A Candidate for reappointment or promotion must prepare a dossier for consideration, which must include: a personal statement from the Candidate and 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 review, within fourteen (14) days of receipt, the format and guidelines and shall 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. The 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 a template that instructs the external reviewer on the individual being evaluated, the materials supplied, and any special considerations, including the University’s history, teaching expectations, and research infrastructure. This template will be developed according to and as part of the process laid out in Section 6.8 – Reappointment and/or Promotion Procedure for Professors. The Candidate “nominates” up to four (4) individuals to provide reference letters. The Division Director, or if the academic unit does not belong to a division, Department Chair, in conjunction with the Program Area Evaluation Panel (“PAEP”) formally requests all external reference letters, which shall include at a minimum two (2) individuals nominated by the Candidate, and a minimum of two (2) letters from individuals not nominated by the Candidate. A single negative reference may not be the sole basis for not reappointing a candidate or for not promoting a candidate. A minimum of four (4) reference letters must be requested. The confidential reference letters shall be included for review with Candidate’s dossier and any supplemental materials. A list of the names of all individuals asked to provide a review and whether any declined to provide this review, and reason given, if any, will also be included. Promotion and reappointment decisions shall not be based solely on the reference letters received.
 - (c) PAEP and UEC Supplemental Information. Both the PAEP and the UEC may acquire and provide supplemental materials and/or other information as they see fit. If supplemental materials and/or other information is used as part of the review, the Candidate will be informed of the use of this information and provided a minimum of five (5) days to respond to the information.
- 6.10 Promotion Date. Promotions for professors that are granted shall be effective on August 15 following the decision date. An individual may use their new title effective after written notification of their promotion.
- 6.11 Grievability. The University’s decision to not offer reappointment or promotion to an employee shall not be considered a disciplinary action. The decision to not offer reappointment or promotion is grievable according to Article 11 - Grievance and Arbitration Procedure, as an employee may contest the decision because of an alleged violation of a specific term of the Agreement or because of an alleged violation of the employee’s constitutional rights. The remedy for any grievance filed under this provision, if successful, shall not include an award of reappointment or promotion. Such grievances must be filed within thirty (30) days of the Candidate’s receipt of the promotion or reappointment decision. The PAEP and UEC reports shall be available for arbitration proceedings upon request.

ARTICLE 7

ASSIGNMENT OF RESPONSIBILITIES

[AMENDED AUGUST 2019]

- 7.1 Policy. The University and UFF agree that the assignment of responsibilities to faculty members is one of the mechanisms by which the University establishes its priorities, carries out its mission, and creates opportunities to increase the quality and integrity of its academic programs.
- 7.2 Faculty Assignment. Teaching, research, and service are integral parts of a faculty member's assignment. Instructors are not assigned research.

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

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

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

- 7.3 Considerations in Assignments for Faculty. The University and UFF recognize that the Legislature has described the minimum full academic assignment as twelve (12) contact hours of instruction or equivalent research/scholarship/creative activity and service. The University and UFF also recognize that professional obligations undertaken by a faculty member will often be broader than that minimum. The University also recognizes that, to ensure quality of instruction and provide opportunities for appropriate professional development, faculty should be assigned more than twelve (12) credit hours of work in a fall or spring semester only in unusual circumstances.
- (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.
 2. The University shall make a good faith effort not to change a faculty member's teaching assignment fewer than two (2) weeks prior to the beginning of the semester.
 3. If a faculty member has been assigned or reassigned a course fewer than two (2) weeks prior to the beginning of the semester, such circumstances shall be taken into consideration when reviewing student evaluations of the course.

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

7.6 Resolutions of Assignment Disputes.

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

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

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

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

7.7 Overload Assignments.

- (a) An overload assignment is defined in 7.3(a) and 7.3(b).
- (b) As compensation for an overload assignment, the faculty member shall receive 4.167% of the faculty member's academic year rate of pay for each credit hour of overload assignment.

7.8 Summer Appointments and Assignments.

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

- (b) Summer assignments shall be offered based on student needs to qualified faculty members by the individual named in section 7.3(e) or (f). The summer course schedule shall be developed considering available budget, student demand, and program and curricular needs of the department, division, and University. Faculty members who would like to teach in the summer should inform their Chair of their availability and which courses they are available to teach. The Chair will consider these requests in addition to other considerations such as workload assignment distribution, budgetary constraints, providing an appropriate learning environment for students, upholding appropriate academic standards, and facilitating student success.
- (c) A full-time (1.0) FTE summer assignment shall consist of teaching 7.4 credit hours. In normal circumstances, a summer teaching assignment will not exceed eight credit hours. The summer instructional assignment, like that for the fall and spring semesters, includes the normal activities related to such an assignment as defined by the department/unit and the nature of the course, such as course preparation, minor curriculum development, lectures, evaluation of student efforts, consultations and conferences with students, and minor committee activities.
- (d) No faculty member with a nine (9)-month appointment shall be required to accept a summer appointment.
- (e) Faculty members with a nine (9)-month appointment who have not been assigned a summer course shall not be required to undertake committee work during the summer without compensation.

7.9 Summer Assignment Considerations.

- (a) The summer course schedule shall be developed to meet the program and curricular needs of the students in the programs in the department.
- (b) The department officer (specified in Section 7.3(e) or (f)) who schedules summer courses shall consult with the faculty members about which courses they are qualified and available to teach.
- (c) Summer appointments shall be offered no later than three (3) weeks prior to the beginning of the appointment, if practicable.
- (d) In the event a faculty member does not receive a Summer Assignment, the faculty member may utilize the procedure set forth in Section 7.6.

7.10 Summer Compensation for Nine-Month Faculty.

- (a) A faculty member's summer employment contract shall specify the compensation provided for the appointment.
 - 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 the 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 academic professionals 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 non-teaching academic professionals' preferences, qualifications and experiences, and professional development interests.

ARTICLE 8

PERFORMANCE EVALUATIONS

[AMENDED AUGUST 2019]

- 8.1 General Principles. Performance evaluations are used to assess, recognize, and facilitate improvement in Employees' performance. This strengthens the University's workforce by providing a periodic and formal exchange of information between supervisors and employees regarding progress, accomplishments, and when applicable, areas needing improvement. Performance evaluations also provide an opportunity to clarify work standards, discuss training and development needs, set goals for the next year, and identify the support needed to reach such goals.
- 8.2 Purpose and Scope of Evaluation.
- (a) Purpose. An annual evaluation is a subjective assessment of an individual's performance based on objective criteria.
 - 1. Annual evaluations for faculty members focus on performance in functions such as teaching, research, service, and other duties that may be assigned.
 - 2. Annual evaluations for academic professionals focus on performance of all assigned duties.
 - 3. In addition, all Employees are evaluated based on the terms of their individual contract, duties under the Collective Bargaining Agreement, and on their contributions to the orderly and effective functioning of the University and their academic department/unit.
 - (b) Scope.
 - 1. Evaluators should endeavor to assist the Employee in correcting any performance deficiencies reflected in the annual evaluation. Employees are encouraged to accept and seek such assistance, if needed. The evaluation should also state goals for the upcoming year and address progress toward promotion.
 - 2. Performance Evaluations must:
 - a. fully consider information in the faculty member's dossier and any other faculty evaluative information that is provided and disclosed to the Evaluator, and;
 - b. be consistent with the Evaluation Guidelines, and reasonably consistent with the Review Panel's guidance.
 - 3. Evaluations must take into account the quality of the performance, as well as the proportions and nature of the assignments. An Employee may not be evaluated for a work assignment that is given, or implied to be given, in the area of research without the involvement of the Employee's supervisor and/or the agreement of the Employee.

4. Academic professionals have, as part of their job description, other duties as assigned. Significant duties assigned under this heading must be issued in writing (via email) and are included in the expectation of performance. Minor requests that are within the appropriate scope of the individual's job may be given verbally.
5. Each Evaluator completing a performance evaluation must articulate sufficient and specific grounds or reasons to substantiate any rating other than "Meet Expectations."

8.3 Annual Evaluation. Employees are evaluated at least once annually, except as described in Sections 8.3(g) and (h).

- (a) The annual evaluation period will cover all employment occurring from February 1 through January 31, regardless of the employment start date.
- (b) The Employee must submit the Evaluation Information Sheet (see Section 8.7) to the Evaluator, with a copy to the Provost's Office, no later than February 15.
- (c) On or before May 1, the Evaluator must:
 1. Complete the performance evaluation;
 2. Provide a copy of the Evaluation to the Employee, and;
 3. Discuss and review the evaluation with the Employee (the Employee may choose to not discuss the evaluation). The discussion will be scheduled by the Evaluator during normal business hours, unless both parties agree to a meeting outside of normal business hours.
- (d) On or before May 1, the Employee must acknowledge receipt of the performance evaluation by signing the evaluation. The Evaluator must sign the evaluation and submit the signed evaluation to the Provost's Office.
- (e) On or before May 15, the finalized performance evaluation must be added to the Employee's file in the Provost's Office.
- (f) If errors, omissions, or other documentable issues with the evaluation are discovered, the University may issue a revised performance evaluation to replace the original evaluation. The Evaluator and Employee must acknowledge receipt of the revised performance evaluation by signing the revised evaluation. The University would retain both evaluations and would indicate on the original evaluation that it had been replaced by the revised evaluation.
- (g) The performance of an Employee must be evaluated annually, with the following permissible exceptions:
 1. Employees that have resigned;
 2. Faculty members in the terminal year of the contract, or;
 3. Faculty members whose employment began less than ninety (90) days prior to the end of the evaluation period.

8.4 Probationary Evaluation. In addition to the annual evaluation, the academic professional must receive a probationary evaluation after ninety (90) days of employment in their position.

- (a) In the absence of a completed probationary evaluation, a probationary employee will default to a “satisfactory” rating.
- (b) If the academic professional’s probationary period ends between October 1 and January 30, the employee’s immediately following annual performance evaluation may be skipped. If skipped, the employee must be evaluated during the next annual evaluation period.

8.5 Evaluators.

- (a) Faculty Evaluators are the Department Chair or Division Director that has been assigned personnel management responsibility by the Provost for the Employee’s area. When the Evaluator is a Division Director, the Division Director will seek advice and context from a department chair for each of the faculty members in the unit. The Assistant Librarian and Wellness Counselor are evaluated by their immediate supervisor.
- (b) For faculty, the Provost will appoint an evaluation review panel which will consist of Evaluators, and if the Faculty Representative Council chooses to do so, two faculty members of senior rank (Associate Professor or Professor) appointed by the Faculty Assembly. The purpose of the review is to ensure the Evaluators have applied a consistent standard to all faculty members when conducting the evaluations. The reviews prepared by Department Chairs or Division Directors may change as a result of panel discussions. The Provost will serve as chair of the evaluation review panel. All members of the evaluation review panel must agree to the confidentiality of the review process.

8.6 Evaluation Review.

- (a) Within seven (7) calendar days of receipt of the evaluation, the faculty member may request a review, in writing, with the Provost’s Office to discuss (with the Provost or Provost’s designated administrator) concerns regarding the evaluation, which were not resolved in previous discussions with the Evaluator.
- (b) Within seven (7) calendar days of receipt of the evaluation, the academic professional may request, in writing, a meeting with the administrator at the next higher level in their line of authority to discuss concerns regarding the evaluation, which were not resolved in previous discussions with the Evaluator.
- (c) The evaluation reviews in (a) and (b) above must take place no later than May 15 unless both the Provost’s Office and the faculty member or academic professional mutually agree to schedule the meeting after May 15.

8.7 Evaluation Information Sheet. A sample Faculty Activity Report format is attached to this contract in Appendix B. The Faculty Representative Council may provide the Provost with recommended changes to the information sheet’s format no later than December 1 on an annual basis. The Provost will communicate decisions on changes in the format to the Faculty Representative Council by January 15. (See Appendix B).

8.8 Sources of Faculty Evaluative Information. Evaluations are intended to be comprehensive and not based on a single or limited number of sources of information.

- (a) The Evaluator may consider all appropriate and available information that is relevant to the Employee’s performance. This includes information provided by the Employee

and information provided from the following sources: Immediate supervisor(s), peers, students, other University officials who have responsibility for supervision of the faculty member, and members of the University community.

1. Any materials or information used to evaluate a faculty member other than that included in the faculty member's dossier will be provided or explained to the faculty member by the Evaluator during the evaluation meeting offered pursuant to Section 8.3(c).
 2. Any materials or information that have not been disclosed to the faculty member as described in 8.8(a)(1) cannot be used in the evaluation process.
- (b) Records maintained for the purposes of any investigation of Employee misconduct, including but not limited to a complaint against an Employee, including anonymous complaints, and any final conclusions reached pursuant to the investigation of such complaint may not be used or considered in the evaluation process until they are considered final, pursuant to section 1012.91, Florida Statutes. Information that has been validated that is a part of an investigation may be used, regardless of complaint finding and the status of the complaint.
- (c) Information from outside the evaluation period must not be considered in the determination of the Employee's evaluation rating.
- (d) All employees may provide a written response and/or comments regarding their evaluation and have it added to the evaluation file within sixty (60) days of the receipt of the evaluation. All written material used to produce a performance evaluation shall be included in the evaluation file.
- 8.9 Evaluation Guidelines. The administration will develop a set of evaluation guidelines for each of the faculty ranks that indicate performance characteristics appropriate to each rating for teaching, scholarship, and service.
- (a) Judgments of academic excellence are complex. Evaluation guidelines cannot easily be reduced to a quantitative formula, nor can the considerations that must be applied in each individual case be completely described in general terms or by numbers alone, separate from necessary qualitative assessments. Therefore, the guidelines are used to create consistency in ratings across the range of evaluators and are specifically not a scoring rubric.
- (b) The guidelines for a review period will be provided to the academic departments by September 15 of the year prior to the beginning of the review period and the departments will provide comment on the guidelines on or before November 1 of that year. The comments provided must be approved by majority vote of the department. The vote must take place anonymously. By January 15, the review evaluation panel will consider the department recommendations and provide a recommendation to the Provost on evaluation guidelines to be used for the next review cycle. The University must provide the final guidelines to faculty before the review period begins.
- (c) Annual evaluations for February 1, 2019 through January 31, 2020 period will use the evaluation guidelines that were used for the 2017-2018 evaluations. The University must provide the final guidelines to Employees before the start of classes in the Fall 2019 semester.

(d) The scale for the evaluations is provided in the following table:

EVALUATION KEY	
Unsatisfactory	<i>Performance that is clearly substandard.</i>
Needs Improvement	<i>Performance that is below a reasonable expectation for the person's job description.</i>
Meets Expectations	<i>Performance is sound and within reasonable expectations for the person's job description.</i>
Exceeds Expectations	<i>Performance is 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.</i>
Exemplary	<i>Performance is sound and above reasonable expectations for the person's job description. The individual has truly done something that is outstanding.</i>

- 8.10 Evaluation File. Faculty members must refer to 6C13-6.008 Personnel Records and Limited-Access Records regarding access to, and disclosure of, performance evaluations and other faculty evaluative information.

ARTICLE 9

DISCIPLINE

- 9.1 Policy. Employees are subject to disciplinary action, up to and including discharge, for just cause, including but not limited to, for violating University procedures, policies, rules, and regulations, contract provisions, personnel directives, and/or general orders. Due process shall be provided prior to any final decisions regarding disciplinary actions (excluding oral reprimands). Employees shall be provided notice and a written statement of any disciplinary action taken (excluding oral reprimands).
- 9.2 Just Cause. Discipline of bargaining unit employees shall be for just cause. Just cause is defined as:
- (a) incompetence; or
 - (b) misconduct.
- 9.3 Progressive Discipline. Disciplinary actions shall be progressive. Certain actions by their nature may be severe enough, however, to justify deviating from progressive disciplinary principles, and result in immediate discharge of employment or other disciplinary action. Forms of discipline may include, but are not limited to:
- (a) oral counseling;
 - (b) written reprimand;
 - (c) suspension without pay; and
 - (d) discharge of employment.
- 9.4 Review of Personnel Files. Employees shall have the right to review their official personnel file upon request. The employee shall have the opportunity to submit a written statement responding to any written reprimand issues. The employees' responding statement will be entered in the personnel file included with the written reprimand.
- 9.5 Investigations. When an employee is questioned by management, and the employee reasonably believes that the questioning may lead to disciplinary action, the employee has the right to request that a union representative be present at the meeting. When an employee requests union representation pursuant to this section, and no union representative is immediately available, the University shall postpone the meeting until a representative is available, cancel the meeting, or at the employee's option, continue the meeting without a representative.
- 9.6 UFF Representation. 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

[AMENDED AUGUST 2019]

- 10.1 Policy. Leave is provided in a variety of forms to meet the needs of both the University and its employees. All leaves are administered in accordance with this Agreement and applicable laws. All leaves are granted at the discretion of the appropriate administrator unless the applicable law or this Agreement provides otherwise. Permission for annual leave and sick leave shall not be arbitrarily withheld. Nothing contained in this Agreement shall modify or replace any leave governed by Florida Statutes, federal law, and/or applicable rules or regulations.
- 10.2 Annual Leave. Regulation FPU-6.004 Annual Leave, adopted by the Board of Trustees, and amended on September 14, 2016, governs the provision of, administration of, and use of Annual Leave for and by eligible employees.
- 10.3 Sick Leave. All bargaining unit members accrue sick leave according to the schedule contained in Regulation FPU-6.005 Sick Leave, adopted by the Board of Trustees, and amended on March 1, 2018. This regulation governs Sick Leave unless this Agreement provides otherwise.
- 10.4 Sick Leave Pool. Regulation FPU-6.006 Sick Leave Pool adopted by the Board of Trustees on February 5, 2014 governs the Sick Leave Pool for eligible employees.
- 10.5 Family and Medical Leave Act (FMLA). Policy FPU-6.0071P Family and Medical Leave of Absence adopted by the University on February 3, 2017 governs FMLA leave by eligible employees.
- 10.6 Paid Parental Leave. The University will provide paid parental leave to eligible employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption. Eligible employees are eligible for paid parental leave as follows:
- (a) An employee shall be granted, upon request, a paid parental leave:
 - 1. For twelve-month employees the leave is up to a period of eight (8) consecutive weeks, normally commencing no sooner than one (1) week prior to, and no later than three (3) months after, the date of the birth or adoption;
 - 2. For employees with full time academic year appointments, up to ten (10) consecutive weeks during the Academic Year, normally commencing no sooner than one (1) week prior to, and no later than three (3) months after, the date of the birth or adoption.
 - (b) An Employee may utilize up to two (2) weeks of sick leave at the end of the parental leave period. An Employee must inform the University of his or her intent to use the two weeks of sick leave as described in Section 10.6(f).
 - (c) During a parental leave, there is no accrual of sick or annual leave time.
 - (d) Parental leave may be used no more than twice during the employee's employment at the University. If both parents are employees of the University, only one parent may request paid parental leave under this program for each qualifying event (birth or adoption).

- (e) To be eligible to participate in this program, an employee must: (1) be employed full-time; (2) have been employed with the University for a total of at least twelve (12) months prior to the date of the birth or adoption, and; (3) have been employed at the University for at least 1,250 hours of service during the previous twelve (12) month period. Employees on part-time, temporary time-limited term, or visiting appointments are not eligible for parental leave. Paid parental leave is available to employees of all genders.
 - (f) Under normal circumstances, the employee will request the use of paid parental leave, and the use of up to two weeks of sick leave at the conclusion of the paid parental leave, in writing no later than three (3) months prior to the beginning of the leave.
 - (g) Parental leave is separate from FMLA leave. If an employee is granted parental leave and FMLA leave, the leaves shall run concurrently.
 - (h) Pursuant to Regulation FPU-6.008 Outside Employment and Outside Activities (Adopted 7-29-2014), Employees on paid parental leave cannot engage in outside employment without first completing and submitting an Outside Employment/Activity Disclosure Form to Human Resources and securing the written approval of Human Resources and the Provost in advance.
- 10.7 Other Types of Leave. Regulation FPU-6.007 Other Types of Leave, adopted by the Board of Trustees on February 5, 2014, governs Administrative Leave (including Jury Duty, Non-Expert Witnesses in a Hearing or Trial, Athletic Competition, Official Closing of the University, Florida Disaster Volunteers, Volunteer Emergency Response Team Members, Voting in Public Elections, University Investigations, Disciplinary Notice, Best Interest of the University, and Presidential Discretion); Bereavement Leave; Compulsory Leave; Family and Medical Leave; Military Leave; Workers' Compensation; and Domestic Violence Leave for eligible Faculty Members.
- 10.8 Certification of Work and Absences. Employees will comply with University Policy FPU-6.0031P Work and Absence Certification, adopted by the Board of Trustees on April 12, 2017.
- 10.9 Unpaid Leave.
- (a) Granting/Denial. Upon request of an employee, the University may grant a leave without pay for a period not to exceed one (1) year, provided such leave would not be inconsistent with the best interests of the University. Such leave may be extended upon mutual agreement. The University shall approve or deny such request in writing no later than thirty (30) days after receipt of the request, and if not approved within thirty (30) days, the request shall be deemed denied.
 - (b) Retirement Credit. Retirement credit for such periods of unpaid leave shall be governed by the rules and regulations of the Florida Division of Retirement and the provisions of chapter 121, Florida Statutes.
 - (c) Retention of Leave and Holiday Pay. While on unpaid leave pursuant to this section, the employee shall retain accumulated sick leave and annual leave, but shall not accrue or be entitled to use sick leave or annual leave, nor are they entitled to holiday pay, during the unpaid leave period.
 - (d) Benefit Premiums. Employees on unpaid leave will be responsible for the entire cost of benefit premiums. Employer contributions shall be governed by applicable rules, regulations, or Florida law.

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

10.10 Return from Leave.

- (a) An employee who returns from an approved paid leave shall be returned to the same or equivalent position in the same work location.
- (b) An employee who returns from unpaid leave shall be returned to the same or equivalent position in the same work location, unless such a position is unavailable. In the event an equivalent position in the same work location is unavailable, the University will identify and offer the employee an equivalent position at a different location.
- (c) Regardless of whether the employee returns from paid or unpaid leave, the base salary of the returning employee shall be adjusted to reflect all base salary increases distributed to in-unit employees during the period of leave, if the returning employee is eligible for said increases.

ARTICLE 11

GRIEVANCE & ARBITRATION PROCEDURE

[AMENDED AUGUST 2019]

- 11.1 Policy/Informal Resolution. The parties agree that all problems should be resolved, whenever possible, before the filing of a grievance but within the time limits for filing grievances stated elsewhere in this Article, and encourage open communications between administrators and employees so that resorting to the formal grievance procedure will not normally be necessary. The parties further encourage the informal resolution of grievances whenever possible. At each step in the grievance process, participants are encouraged to pursue appropriate modes of conflict resolution including the use of mediation. The purpose of this Article is to promote a prompt and efficient procedure for the investigation and resolution of grievances. The procedures hereinafter set forth shall be the sole and exclusive method for resolving the grievances of employees as defined in this Article.
- 11.2 Definitions and Forms. As used in this Article:
- (a) The term “grievance” shall mean a dispute filed on a form referenced in section 11.2(d) concerning the interpretation or application of a specific term or provision of this Agreement, subject to those exclusions appearing in other Articles of this Agreement. The grievance must specify the act that allegedly violates this Agreement, including the name(s) of any individual(s) which committed the act, the term of this Agreement that has allegedly been violated, and propose a remedy.
 - (b) The term “grievant” shall mean an employee or group of employees who has/have filed a grievance in a dispute over a provision of this Agreement which confers rights upon the employee(s). In accordance with state law, the UFF may file a chapter grievance on behalf of a person, a group of people, or the chapter itself. In order to process a chapter grievance submitted on behalf of a group of employees, the grievance must identify the group with sufficient specificity to allow the University to identify the individual members. A chapter grievance shall identify the specific remedy sought for the members.
 - (c) A chapter grievance or a grievance of a decision made by the President or Provost may be initiated at Step 2. The parties may agree to consolidate grievances of a similar nature to expedite the review process.
 - (d) Grievance Forms. Each grievance, request for review, and notice of arbitration must be submitted in writing on the appropriate form attached to this Agreement as Appendix C, and shall be signed by the grievant. All grievance forms shall be dated and assigned an identifying number by the Office of the General Counsel when the grievance is received. If there is difficulty in meeting any time limit, the UFF representative may sign such documents for the grievant; however, the grievant’s signature shall be provided prior to the Step 1 meeting or Step 2 review if filed directly at Step 2. All grievance forms shall be filed by email, to the General Counsel’s office email address (ogc@floridapoly.edu), and must contain the identifying grievance number once assigned.
- 11.3 Burden of Proof. In all grievances, except those challenging disciplinary actions, the burden of proof shall be on the employee.

- 11.4 Representation. UFF shall have the exclusive right to represent any in-unit employee in a grievance unless an employee elects self-representation or to be represented by legal counsel. If an employee elects not to be represented by UFF, the University shall promptly inform UFF in writing of the grievance. No resolution of any individually processed grievance shall be inconsistent with the terms of this Agreement, and for this purpose, UFF shall have the right to have an observer present at all meetings called to discuss such grievance and shall be sent copies of all decisions at the same time as they are sent to the other parties.
- 11.5 Grievance Representatives. UFF shall annually furnish to the University a list of all persons authorized to act as grievance representatives and shall update the list as needed. The UFF grievance representative shall have the responsibility to meet all classes, office hours, and other duties and responsibilities incidental to the assigned workload. Such representative shall have the right during times outside of those hours scheduled for these activities to investigate, consult, and prepare grievance presentations and attend grievance hearings and meetings. Should any hearings or meetings with the Vice Provost of Academic Affairs, Provost, or their designees necessitate rescheduling of assigned duties, the representative may, with the approval of the appropriate administrator, arrange for the rescheduling of such duties or their coverage by colleagues. Such approval shall not be unreasonably withheld.
- 11.6 Appearances.
- (a) When an employee participates during working hours in an arbitration proceeding as the grievant, or in an official capacity during a grievance meeting between the grievant or representative and the University, that employee's compensation shall neither be reduced nor increased for time spent in those activities.
 - (b) Prior to participation in any such proceedings, conferences, or meetings, the employee shall make arrangements acceptable to the appropriate supervisor for the performance of the employee's duties. Approval of such arrangements shall not be unreasonably withheld. Time spent in such activities outside regular working hours shall not be counted as time worked.
- 11.7 Formal Grievance Procedure.
- (a) Filing. All grievances shall be electronically filed via email (Appendix C) with the Office of the General Counsel (ogc@floridapoly.edu). In all cases, a grievance must be filed within twenty (20) days following the act or omission being grieved, or the date on which the employee knew or reasonably should have known of such act or omission if that date is later. Twenty (20) days shall be calculated from the date in which the grievance is emailed to, and confirmed as received by, the General Counsel's office.
 - (b) Time Limits. All time limits contained in this Article may be extended by agreement of the parties, except that the time limits for the initial filing of a grievance may be extended only by the University. Upon failure of the University to provide a decision within the time limits provided in this Article or as extended by agreement, the grievant or the UFF, where appropriate, may appeal to the next step. Upon the failure of the grievant or the UFF, where appropriate, to file an appeal within the time limits provided in this Article or as extended by agreement, the grievance shall be deemed to have been resolved by the decision at the prior step or withdrawn.

- (c) Postponement. The grievant may, in the timely-filed written grievance at Step 1, request the postponement of any action in processing the grievance formally for a period of up to thirty (30) days, during which period efforts to resolve the grievance informally shall be made. The initial request shall be granted. Upon the grievant's written request, additional extensions may be granted unless to do so would impede resolution of the grievance. Upon request, the Provost or his/her designee shall, during the postponement period(s), arrange an informal meeting between the appropriate administrator and the grievant. The grievant shall have the right to representation by the UFF during attempts at informal resolution of the grievance. The grievant may, at any time, terminate the postponement period by giving written notice to the Provost or his/her designee that the grievant wishes to proceed with the Step 1 meeting. If the postponement period, or any mutually agreed to extension thereof, expires without such written notice, the grievance shall be deemed informally resolved to the grievant's satisfaction and need not be processed further.
- (d) Step 1.
1. Meeting. The Vice Provost of Academic Affairs or his/her representative and the grievant and the grievant's representative shall meet within ten (10) days following (a) receipt of the grievance if no postponement is requested, or (b) receipt of written notice that the grievant wishes to proceed with a Step 1 meeting. At the Step 1 meeting, the grievant shall have the right to present any evidence in support of the grievance, and the grievant and/or the UFF representative or the grievant's legal counsel (if selected pursuant to Section 11.4), and the Vice Provost of Academic Affairs or his/her representative, shall discuss the grievance.
 2. Decision. The Vice Provost of Academic Affairs or his/her representative shall issue a written decision, stating the reasons therefore, to grievant's Step 1 representative within seven (7) days following the conclusion of the meeting. Seven days shall be determined by a receipt executed by the office receiving the grievance, or by the date of mailing as determined by the postmark or email. In the absence of an agreement to extend the period for issuing the Step 1 decision, the grievant may proceed to Step 2 if the grievant's Step 1 representative has not received the written decision by the end of the 10th day following the conclusion of the Step 1 meeting. A copy of the decision shall be sent to the grievant and to the UFF grievance representative if the grievant elected self-representation or representation by legal counsel.
 3. Documents. All documents referred to in the decision and any additional documents presented by the grievant shall be attached to the decision, together with a list of these documents.
- (e) Step 2.
1. Review. If the grievance is not satisfactorily resolved at Step 1, the grievant may file a written request for review (Appendix C) with the Office of the General Counsel within ten (10) days following receipt of the Step 1 decision by grievant's Step 1 representative. Ten (10) days shall be determined by the sent date indicated on the email to ogc@floridapoly.edu.

2. Meeting. The Provost or designee and the grievant and the grievant's representative shall meet no later than seven (7) days following receipt of written notice of request for a Step 2 review. At the Step 2 meeting, the grievant shall have the right to present any evidence in support of the grievance, and the grievant and/or the UFF representative or the grievant's legal counsel (if selected pursuant to section 11.4), and the Provost or designee shall discuss the grievance.
3. Decision. The Provost or designee shall issue a written decision, stating the reasons for the decision to grievant's Step 2 representative within five (5) days following the conclusion of the review meeting. Five days shall be determined by a receipt executed by the office receiving the grievance, or by the date of mailing as determined by the postmark or email. In the absence of an agreement to extend the period for issuing the Step 2 decision, UFF may proceed to Step 3 if the grievant's Step 2 representative has not received the written decision by the end of the 10th day following the conclusion of the Step 2 meeting. Step 2 decisions in grievances not involving alleged procedural violations are final and binding. A copy of the decision shall be sent to the grievant and to UFF if the grievant elected self-representation or representation by legal counsel.

(f) Step 3 Arbitration.

1. Filing. If a grievance alleging a procedural violation has not been satisfactorily resolved at Step 2, UFF may, upon the request of the grievant, proceed to arbitration by filing a written notice of the intent to do so (Appendix C). Notice of intent to proceed to arbitration must be filed at the Office of the General Counsel within ten (10) days after receipt of the Step 2 decision by grievant's Step 2 representative, and must be signed by the grievant and a UFF representative. Ten (10) days shall be determined by the date of mailing as indicated on the email to ogc@floridapoly.edu. The grievance may be withdrawn at any time by the grievant or by the UFF President at any point during Step 3. The parties shall stipulate to the issue(s) prior to the arbitration. In the event a stipulation is not reached, the parties shall proceed to a hearing on arbitrability pursuant to Section 11.7(f)(4).
2. Selection of Arbitrator.
 - a. Representatives of the University and UFF shall meet within ninety (90) days after the execution of this Agreement for the purpose of selecting an Arbitration Panel of seven (7) members. Each party shall submit six (6) arbitrators to create a selection list, from which the parties may mutually agree to, or alternatively strike names until they select the Arbitration Panel. The right of the first choice to strike shall be determined by a coinflip. The Arbitration Panel shall be operative until a successor Agreement is ratified.

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

3. Authority of the Arbitrator.

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

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

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

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

7. Fees and Expenses. The parties shall equally divide all arbitration fees and expenses, unless the arbitrator rules that the grievance was frivolous, in which case the filing party shall bear the cost of all fees and expenses associated with the arbitration, including, if awarded, attorney's fees. Fees and expenses charged by an arbitrator for cancellation after the arbitrator's deadline shall be borne by the party requesting the cancellation. However, if a grievance is resolved, and the cancellation of the arbitration results in any arbitration fees or expenses, such costs shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case including payment of expenses and compensation for its own representatives, attorneys, and witnesses. The party desiring a transcript of the arbitration proceedings shall provide notice to the other party of its intention to have a transcript of the arbitration made prior to the arbitration. The party desiring such transcript shall be responsible for scheduling a stenotype reporter to record the proceedings. The party originally requesting a transcript of the proceedings shall pay for any appearance fee of the court reporter.
- 11.8 Filings and Notification. All documents, except the initial filing, required or permitted to be issued or filed pursuant to this Article may be transmitted by email, fax, United States mail, or any other recognized delivery service. If any action falls due on a Saturday, Sunday, or University-recognized holiday, the action will be considered timely if it is accomplished by 5:00 P.M. on the following business day.
- 11.9 Precedent. No complaint informally resolved, or grievance resolved at either Step 1 or 2, shall constitute a precedent for any purpose unless agreed to in writing by the Board of Trustees or representatives and the UFF acting through its president or representative.
- 11.10 Reprisal. No reprisal of any kind will be made by the Board, the University, or the UFF against any grievant, any witness, any UFF representative, or any other participant in the grievance procedure for such participation.
- 11.11 Records. All written materials pertinent to a grievance shall be filed separately from the evaluation file of the grievant or witnesses, except decisions resulting from arbitration or settlement.
- 11.12 Inactive Grievances. A grievance which has been filed at Step 2 or Step 3 and on which no action has been taken by the grievant or the UFF for forty-five (45) days shall be deemed withdrawn and resolved in accordance with the decision issued at the prior Step.

ARTICLE 12

SALARIES

[AMENDED AUGUST 2019]

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:	MERIT INCREASE TO BASE SALARY AMOUNT ¹ :
June 30, 2018	AY 2017 – 2018	<i>Following ratification of this Agreement (January 17, 2019)</i>	ME: 2% EE: 2.75% EX: 3.5%
June 30, 2019	AY 2018 – 2019	July 1, 2019	0%
June 30, 2020	AY 2019 – 2020	July 1, 2020	<i>To Be Negotiated</i>

¹ ME: Meets Expectations; EE: Exceeds Expectations; EX: Exemplary.

Eligibility: The salary increases described in the above table in Section 12.1 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 One-Time Performance Bonus. For the 2019-2020 Fiscal Year, in consideration for the satisfactory completion of the conditions described below, the University will administer a one-time, nonrecurring performance bonus to all eligible bargaining unit members based upon the following:

- (a) Eligibility for Consideration. All bargaining unit members will be considered for the One-Time Performance Bonus, subject to the following eligibility requirements:
 1. The bargaining unit member must have been employed by the University on or before June 30, 2019, and must remain in active payroll status for the entire Period of Performance, and;
 2. The bargaining unit member must have received an overall annual evaluation rating of “Meets Expectations” or above for the 2018-2019 Academic Year.
- (b) Conditions of Performance. In order to receive the One-Time Performance Bonus, the eligible bargaining unit member must:
 1. Post department-approved syllabus to Canvas by the first day of classes;
 2. Participate in individual instructional consultation with Director of Teaching and Learning, or designee, prior to November 1, 2019;
 3. Submit mid-term grades;

- a. All courses at 3000-level or below are required to post mid-term grades no later than one week following the completion of the midterm exam, or;
 - b. Regardless of the presence or absence of a midterm exam, post mid-term grades no later than Monday, October 7, 2019 (the first day of week 8 of the semester).
- 4. Enter all course grades into the Canvas Gradebook throughout the Fall 2019 term, and;
- 5. Submit final grades for the Fall 2019 semester by Monday, December 16, 2019 at 4 pm.
- (c) Period of Performance. The period that will be evaluated for the One-Time Performance Bonus will commence on August 15, 2019, and conclude no later than December 17, 2019.
- (d) Notice of One-Time Performance Bonus. The University must notify all bargaining unit members of the terms and conditions for the bonus stated in this Section (12.2) before the beginning of the evaluation period on which the bonus will be based.
- (e) Completion of Performance. At the conclusion of the Period of Performance, the Provost or his designee will evaluate and verify whether the eligible bargaining unit member timely and satisfactorily completed the conditions described above.
- (f) Calculation of One-Time Performance Bonus. Those eligible bargaining unit members who have timely and satisfactorily completed the Conditions of Performance will be awarded a merit-based, one-time bonus payment as follows:
 - 1. Seven hundred fifty dollars (\$750.00) to each such bargaining unit members who received an overall annual evaluation rating of “Meets Expectations” for the 2018-2019 Academic Year;
 - 2. One thousand dollars (\$1000.00) to each such bargaining unit member who received an overall annual evaluation rating of “Exceeds Expectations” for the 2018-2019 Academic Year, and;
 - 3. One thousand two hundred fifty dollars (\$1250.00) to each such bargaining unit member who received an overall annual evaluation rating of “Exemplary” for the 2018-2019 Academic Year.
- (g) Payment of One-Time Performance Bonus.
 - 1. One-Time Performance Bonuses will be awarded as a lump-sum (less applicable taxes and withholding), and will be processed in the first pay-period after the conclusion of the Period of Performance.
 - 2. One-Time Performance Bonuses are earned on the date that they are paid.
- (h) Expiration. This Section (12.2) shall expire on December 31, 2019.
- 12.3 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:

- (b) In response to verified written offers of outside employment;
- (c) 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;
- (d) To address compression and inversion;
- (e) For equity and market equity considerations;
- (f) No other OIs shall be provided unless negotiated with UFF and ratified by both parties.
- (g) The University shall notify the UFF annually on OI.

12.4 University Awards.

- (a) The University may provide a competitive annual Employee awards program to acknowledge and celebrate the efforts of Employees for their contribution in making the University a world-class leader in science, technology, engineering and math (STEM) education.
- (b) Awards that have a monetary component must be awarded as the result of a competitive process open to all Employees covered by this contract. The process and criteria for the award must be clearly defined and shared with all eligible Employees.
- (c) The total pool for competitive awards for bargaining unit members will not exceed \$5,000.
- (d) This section shall retroactively apply to recipient(s) of the 2018 Ablaze Awards.

12.5 Promotion Increases. A bargaining-unit member who receives a promotion utilizing the promotion procedures in this collective bargaining agreement shall receive the base-salary increase shown below, effective August 15 following the academic year in which the 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

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

- 12.6 Legislatively Mandated Increases. Any additional legislatively mandated increases shall be implemented following the corresponding law and do not conflict with this agreement.
- 12.7 Salary floors. The salary floors for all bargaining-unit members with meets-expectations ratings or above shall follow 85% of the median salary (parity level) for comparable roles and comparable ranks in the target salary for peer institutions.
- 12.8 Starting Salary. All bargaining-unit positions will be hired at a starting salary commensurate with their experience. It is expected that those salaries will typically be within 20% of employees within that unit at a similar rank and/or experience level. In exceptional cases, bargaining-unit positions may be hired at a salary above that range contingent on extraordinary experience and extramural funding.
- 12.9 Grievability. The only issues to be addressed in a grievance filed pursuant to this Agreement (Article 11) alleging violation of this Article are whether there is unlawful discrimination pursuant to state or federal law, or whether there is an arbitrary and capricious application of the provisions of one or more sections of this Article.
- 12.10 Increases Contingent on Receipt of New Recurring/Non-Recurring Funds. Unless the University chooses to fund the increases, and in the event the University does not receive sufficient new legislative or performance funding to fund the salary increases, they shall become void and re-opened for negotiations by the parties.
- 12.11 Labor Management Committee. The University and the UFF agree to form a Labor Management Committee ("Committee") for the purpose of examining opportunities for advancement (i.e. promotions, longevity increases, etc.) for employees holding the title of Instructor, Assistant Librarian, or Wellness Counselor. The Committee shall meet and confer, with the intention that the Committee will make a recommendation to the collective bargaining teams for possible inclusion in the next collective bargaining agreement. The Committee shall consist of a minimum of two representatives each from the University and UFF. At least one representative from the University should hold the title of Vice Provost or higher. The Committee shall be formed and have its first meeting within six (6) months from the ratification of this Agreement. The Committee shall meet at least three times each semester (fall and spring) unless otherwise agreed, or they have agreed to a recommendation for the University and UFF's collective bargaining teams. This provision shall expire at the end of this Agreement's term.

ARTICLE 13

BENEFITS

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

ARTICLE 14

PROFESSIONAL DEVELOPMENT & SABBATICAL LEAVE

[AMENDED AUGUST 2019]

- 14.1 Professional Development. The University supports the development of its workforce as teachers, scholars, and practitioners by providing resources and programs. Such support includes but is not limited to internal research grants, financial support including travel support, orientation programs, instructional technology workshops, and speakers' series. Professional Development funds are disbursed by the Provost or his/her designee based on appropriateness of the request and budget availability.
- 14.2 Sabbatical Leave. A sabbatical leave is intended to provide faculty members with opportunities for professional and scholarly development that will contribute to their achievements and the value of their service to the University. A sabbatical recognizes prior teaching and scholarly achievements at the University and anticipates future teaching and scholarly contributions. Sabbaticals must provide the University with professional value, and offer faculty with opportunities for professional renewal, planned travel, study, formal education, research, faculty development, certification, or other experiences.
- (a) Eligibility for Sabbatical Leave. The University does not guarantee the opportunity to take a sabbatical leave. Leave is granted when, in the Provost's assessment, the conditions of the department and of the University are such that the faculty member's absence will not seriously impair the interests of the University. A faculty member who accepts a sabbatical is expected to return to the University for at least two semesters (a spring and a fall) of service immediately after the conclusion of the sabbatical. If a faculty member does not return to the University immediately following the leave, the faculty member is responsible for compensating the school for the salary and benefits received during the sabbatical. Ordinarily, sabbaticals are granted only if, at the expiration of such leave, the applicant would be eligible for continued service on the faculty of the school for at least one year before retirement or contract expiration. The University allows full-time faculty who have completed at least six years of full-time service with the University to be eligible to apply for a sabbatical. Sabbaticals are granted to increase an employee's value to the University through further professional development, not as a reward for service. Applications for sabbaticals are usually distributed by the Provost or designee in early January for the subsequent academic year.
- (b) Duration and Compensation. A sabbatical may involve absence for an academic year at half-salary (fall-spring or spring-fall) or a semester (fall or spring) at full salary. An academic year sabbatical can be for fall-spring or for spring-fall.

- (c) Application. A complete application for sabbatical is due in the Provost's office by January 15 preceding the academic year in which the sabbatical is requested. The application must include a well-considered, suitable written plan for the requested research or professional development activity. A detailed written 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 Representative Council, 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 or her 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.
- (f) 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.
- (g) Additional Sabbatical Leave. Employees shall not normally be eligible to take another paid sabbatical until six (6) years of continuous employment are completed following the prior sabbatical.
- (h) 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, 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
[AMENDED AUGUST 2019]

- 15.1 Deductions. The University will deduct, twice monthly, the following from the pay of those bargaining unit members who individually and voluntarily make such request on a written authorization form provided by the UFF. The form will specifically state the amount to be deducted, as established by UFF and can be submitted in a form similar to Appendix D. (“Appendix D – United Faculty of Florida – Sample Dues Check-Off Authorization Form”).
- 15.2 Timing of Deductions.
- (a) The University will make deductions each pay period, beginning with the first full-pay period commencing at least thirty (30) days following receipt of authorization.
 - (b) UFF must give written notice to the Board of any changes in its dues at least forty-five (45) days prior to the effective date of any such changes.
- 15.3 Remittance.
- (a) The University must remit dues and other authorized deductions to the UFF State Office on a bi-monthly basis within thirty (30) days following the end of the pay period by automatic funds transfer.
 - (b) Accompanying each remittance will be a list containing the following information relating to each dues-paying member:
 - (c) Names and departments of the bargaining unit members;
 - (d) Amounts deducted.
- 15.4 Termination of Deduction. The University’s responsibility for deducting dues and other authorized deductions from a bargaining unit member’s salary will terminate automatically upon either:
- (a) thirty (30) days written notice from the bargaining unit member to the University, the University Human Resources office, and to the UFF revoking that bargaining unit member’s prior deduction authorization, or;
 - (b) the transfer of the authorizing bargaining unit member out of the bargaining unit.
- 15.5 Indemnification. The UFF assumes responsibility for (1) all claims against the University, including the cost of defending such actions, arising from the University’s compliance with this Article, and for (2) all monies deducted under this Article and remitted to the UFF. The UFF must promptly refund the University excess monies received under this Article.
- 15.6 Exceptions. The University will not deduct any UFF fines, penalties, or special assessments from the pay of any bargaining unit member, nor is the University obligated to provide more than one payroll deduction field for the purpose of making the deductions described in this Article.
- 15.7 Termination of Agreement. The University’s responsibilities under this Article will terminate automatically upon (1) decertification of the UFF or the suspension or revocation of its certification by the Florida Public Employees Relations Commission, or (2) revocation of the UFF’s deduction privilege by the Florida Public Employees Relations Commission.

ARTICLE 16
INTELLECTUAL PROPERTY

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

ARTICLE 17
OFFICE SPACE, EQUIPMENT, & SAFETY CONDITIONS
[AMENDED AUGUST 2019]

17.1 Offices and Meeting Space.

- (a) The University shall provide each employee with an individual lockable office (to the extent practicable) and office furniture and equipment appropriate to his or her 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 employee 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.

17.2 Change in Office Space. Employees 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. Each employee shall be provided the reason(s) necessitating the change or alteration. The University shall move University supplies and equipment.

17.3 Equipment. Each employee shall have the access to the administrator's account of his or her IT devices if requested to the CIO and approved. Approval for such a request shall not be unreasonably denied.

17.4 Safe Conditions. Whenever an employee reports a condition to an appropriate administrator that the employee 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 employee of what action must be taken by the employee, and what action is being taken by the Administration, if action is necessary.

ARTICLE 18
LAYOFF
[AMENDED AUGUST 2019]

18.1 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.

18.2 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 18.2(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 designee shall provide such statement within twenty (20) days following receipt of such request.

18.3 Notice of Intent. The University shall provide the UFF and faculty member 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 or representative pursuant to Article 2 (Consultation) during this period to discuss the layoff.

- 18.4 Terminations (voluntary or involuntary) which occur pursuant to another Article of this Agreement shall not be deemed a layoff.
- 18.5 The University shall determine the program areas, subject areas, positions, and personnel subject to the layoff.
- 18.6 Employees who are laid off remain eligible for reemployment.

- 18.7 Grievability. The decision to layoff is only grievable according to Article 11 – Grievance and Arbitration Procedure, if an employee who receives written notice of layoff contests the decision because of an alleged violation of this Agreement or because of an alleged violation of an employee’s constitutional rights. Such grievances must be filed in accordance with the provisions set forth in Article 11.
- 18.8 Re-employment/Recall. For a period of two (2) years following a layoff, an employee who has been laid off shall be offered reemployment in the same or similar position at the University should an opportunity for such reemployment arise. It shall be the employee’s responsibility to keep the University advised of the employee’s current address. Any offer of re-employment pursuant to this section must be accepted within twenty (20) days after the date of the offer. In the event such offer of reemployment is not accepted, the employee shall receive no further consideration pursuant to this Article. The appointment term for any employee recalled in accordance with this article shall be equal to the time remaining on the employee’s prior appointment at the time the prior layoff occurred. The University shall notify the UFF Chapter when an offer of re-employment is issued.
- 18.9 Sections 18.2 through 18.8 of this Article shall not apply to positions funded from contracts, grants, and sponsored research funds, including any research appointments supported by the University; or positions funded by “soft money.”

ARTICLE 19
TRAVEL
[AMENDED AUGUST 2019]

19.1 Professional Meetings.

- (a) Employees may attend professional meetings, conferences, and other professional activities, with prior approval from the Provost, or Provost's designee, 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, among other factors, the impact of an Employee's absence on the Employee's normal duties. If a travel request is denied, the reason for the denial must be given to the requesting Employee in writing. Approval to attend such activities shall not be arbitrarily denied.
- (b) Employees must initiate a travel authorization request utilizing the University's approved form or process as soon as practicable.
- (c) Allocations of travel funds to Employees shall be set by departmental funding, and will be determined by the Provost, or Provost's designee, 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.

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

19.3 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 20
ACCESS TO DOCUMENTS
[AMENDED AUGUST 2019]

20.1 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 agent 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 website:
 - 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 employee terms and conditions of employment.

20.2 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.

20.3 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; e-mail address; contact telephone number, and; last known mailing address.

20.4 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.

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

ARTICLE 21
MAINTENANCE OF BENEFITS
[AMENDED AUGUST 2019]

- 21.1 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.
- 21.2 Except to the extent required by law, the rights and benefits set forth in this Agreement shall not change absent collective bargaining.

ARTICLE 22
OTHER EMPLOYEE RIGHTS
[AMENDED AUGUST 2019]

- 22.1 Constitutional Rights. Nothing in this Agreement shall be understood to diminish the constitutional rights that bargaining unit members have as citizens of the United States or Florida, or to diminish the right of Employees to exercise those rights.
- 22.2 Limitation on Personal Liability.
- (a) In the event an Employee is sued for an act, event, or omission which may fall within the scope of section 768.28, Florida Statutes, the Employee should notify the Office of the General Counsel as soon as possible after receipt of the summons commencing the action in order that the University may fulfill its obligation. Failure to notify the employer promptly may affect the rights of the parties.
 - (b) For information purposes, the following pertinent language of section 768.28(9), Florida Statutes (2018), is reproduced herein. “No officer, employee 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, employee or agent acted in bad faith or with malicious purpose or in a manner exhibiting wanton or willful disregard of human rights, safety or property.”

ARTICLE 23
FPU REGULATIONS & POLICIES
[AMENDED AUGUST 2019]

23.1 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.

23.2 Notice of Proposed Policies or Regulations. The University shall provide to UFF, via posting on the University website 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.

23.3 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 24
MISCELLANEOUS PROVISIONS
[AMENDED AUGUST 2019]

- 24.1 No Strike or Lockout. The University 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.
- 24.2 Effect of Passage of Law. Any provision of this Agreement which is contrary to law, but becomes legal during the term of this Agreement, shall be reinstated consistent with such legislation.
- 24.3 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 state courts in Polk County, Florida. In an action commenced in Polk County, neither the University nor the UFF will move for a change of venue based upon the defendant's residence in fact if other than Polk County.
- 24.4 Titles and Headings. The titles of articles and headings that 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 25

SEVERABILITY

- 25.1 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 shall continue in full force and effect.
- 25.2 Negotiations on Replacement Provisions. If a provision of this Agreement is rendered invalid pursuant to Section 25.2 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 26

AMENDMENT & DURATION

- 26.1 Effective Date.
- (a) The Agreement shall become effective upon ratification by both the University 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.
- 26.2 Amendments. In the event the University and the UFF negotiate a mutually acceptable amendment to this Agreement, such amendment shall be put in writing and become part of this Agreement upon ratification by both parties.
- 26.3 Reopener Negotiations. For the fiscal 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 fiscal year. Reopener negotiations shall begin no later than March 1, 2019 for the fiscal year 2019-2020, and March 1, 2020 for the fiscal year 2020-2021.

ARTICLE 27
TOTALITY OF AGREEMENT

- 27.1 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.
- 27.2 No Obligation to Bargain. During the Term of this Agreement, the University and the UFF agree that the other shall not be obligated to bargaining 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 28
DEFINITIONS
[AMENDED AUGUST 2019]

The following terms, not otherwise defined in the Articles, are used in this Agreement:

- “Academic Year (AY)” means a period consisting of a fall and spring semester of approximately 39 weeks.
- “Academic Professional” means a member of the bargaining unit who holds the position classification of Wellness Counselor or Assistant Librarian.
- “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,” “BOT,” or “Board of Trustees” means the University’s governing body acting through the President and staff.
- “Business Day” means Monday through Friday, excluding University holidays, in which the University is open and in normal operations.
- “Continuous employment” means employment uninterrupted by a break in service in which the employee is treated as a new employee for purposes of computing seniority and years of employment.
- “Days” means calendar days.
- “Department/unit” means a department or a comparable 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 who holds a position classification of instructor, assistant professor, associate professor, or professor.
- “FTE” means “full-time equivalent.”
- “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.
- “Number” written in the singular form includes the plural.
- “Professors” means any member of the bargaining unit who holds a position classification of assistant professor, associate professor, or professor.

- “Semester” means one of the two approximately 19.5-week periods that together constitute the academic year.
- “Supervisor” means an individual identified by the President or designee as having immediate administrative authority over bargaining unit employees.
- “UFF” means United Faculty of Florida.
- “UFF Chapter” means the Florida Polytechnic University Chapter of UFF.
- “University” or “FPU” means Florida Polytechnic University, including when acting through the President and staff.
- “Year” means a period of twelve (12) consecutive months.

IN WITNESS THEREOF, the parties have set their signatures this 14th day of August, 2019.

**FLORIDA POLYTECHNIC UNIVERSITY
BOARD OF TRUSTEES:**



Randy Avent (Aug 15, 2019)

Dr. Randy K. Avent
President, Florida Polytechnic University

**UNITED FACULTY OF FLORIDA
FLORIDA POLYTECHNIC UNIVERSITY:**



Dr. Patrick Luck
President, UFF-FPU



Terry Parker (Aug 14, 2019)

Dr. Terry Parker
Provost & Executive Vice President
Florida Polytechnic University



Dr. Myles Kim
Chief Negotiator
UFF-FPU Bargaining Committee



Alexander M. Landback, Esq.
Chief Negotiator
Assistant General Counsel

FPU-BOT Bargaining Team Members

Regina DeIulio, VP & General Counsel
Mark Mroczkowski, VP & Chief Financial Officer
Dr. Tom Dvorske, Vice Provost
Dr. Shahram Taj, Department Chair
Mark Bonfanti, Esq.

UFF-FPU Bargaining Team Members

Dr. C. Wylie Lenz, Assistant Professor
Dr. Jared Bunn, Assistant Professor
Dr. Amanda Bruce, Assistant Professor
Candi Churchill, UFF Service Unit Director

APPENDIX A
POSITION CLASSIFICATIONS IN THE BARGAINING UNIT
[AMENDED AUGUST 2019]

PROFESSOR

ASSOCIATE PROFESSOR

ASSISTANT PROFESSOR

INSTRUCTOR

ASSISTANT LIBRARIAN

WELLNESS COUNSELOR

ACADEMIC PROGRAM COORDINATOR

All other University employees are excluded from the bargaining unit.

APPENDIX B

FACULTY ACTIVITY REPORT

[AMENDED AUGUST 2019]

(From Article 8 – Performance Evaluation)

REVIEW PERIOD: MM/DD/YY to MM/DD/YY

Name: _____

Rank: _____ **Academic Program:** _____

Teaching Activity and Accomplishments for the Year:

- A. Table supplied by institutional research**
- B. Faculty commentary:**
 - 1. Formal Course Delivery:
 - 2. Projects included in course delivery:
 - 3. Undergraduate Advising:
 - 4. Graduate advising and student support:
 - 5. Educational resources sought or acquired:
 - 6. Anything else that should be considered for this evaluation period:

Scholarship:

- A. Publications** (list those published during the review period. Items that are in press, in review, or in progress must be listed in the appropriate section but must be clearly noted as such. Do not list any publication multiple times.)
 - 1. Refereed Publications (give full archival citation. When available, include the DOI number, link to publication, or the first page of the publication)
 - a. Refereed Articles in Journals
 - b. Refereed Articles in Conference Proceedings
 - 2. Industrial collaboration or activity
 - a. Patents, patent applications, patent disclosures (disclosures should be specific enough to identify the activity but not so specific as to implicate publication).
 - b. Industry sponsored project not listed in teaching section
 - 3. Books, Book Contributions, and Issues of Journals (includes books you have written or edited, contributions to edited books, and special issues of journals you have edited. Give full archival citation. When available, include the DOI number or link to publication. If published on CD-ROM, give number of pages of your paper.)
 - 4. Non-refereed Publications (give publication details)
 - a. Abstracts

(See Next Page for Additional Requirements)

- b. Non-refereed Articles in Conference Proceedings
- c. Software
- d. Project Reports (technical reports, final reports on grants, etc.)
- e. Articles Posted on E-print Servers
- f. Articles in Professional Magazines
- g. Other (e.g., anything else with your name on it including book reviews, forewords to books/journal issues, software packages, etc.)
- 5. Publications in Progress (include status: submitted, under review, in press, etc.)
- 6. Presentations
 - a. Invited Talks (that you have given at conferences, or at organizations other than Florida Poly.)
 - b. Other Talks (by you, e.g., contributed papers or posters at conferences, talks at Florida Poly, etc.)
 - c. Co-authored Presentations (not presented by you)

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

- Project Title:
- Project Staff:
- Source of Funds:
- Project Duration:
- Total Amount and estimated expenditure for the review period:
- Spending by the Faculty member for the current review period:
- Graduate students supported by the effort that were directed by the faculty member during the review period:
- Undergraduate students supported by the effort that were directed by the faculty member during the review period:
- Synopsis of accomplishments for the project for this review period:

C. Proposals written during the review period:

- Project Title:
- Project Staff:
- Source of Funds:
- Project Duration:
- Total Amount:
- Number of graduate students planned to be supported by the effort:
- Undergraduate student hours planned to be supported by the effort:
- Fraction of proposal written by you:

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

E. Any Additional Information that should be considered for this review period:

(See Next Page for Additional Requirements)

Service (include only those activities during the review period shown above):

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

Honors and Awards (include only those honors and awards received in the review period shown above)

Professional Development

- A. Describe how professional development funds or travel funds were used in the review period shown above (e.g., summer salary, graduate student support, conference travel, equipment, etc.)
- B. Provide commentary on how this activity has helped you (or not) as a faculty member.
- C. Describe any other significant professional development activity that you have accomplished this review period.

Other Pertinent Information

Comments on Statement of Expectations from the Previous Year

Proposed Statement of Mutual Expectation for the Upcoming Year
(presented under the headings "teaching, scholarship, service)

Signature of Faculty Member

Date

APPENDIX C **GRIEVANCE FORM**

(From Article 11.2 – Grievance & Arbitration)

Grievance Type
(select one):

Step 1
☐

Step 2
☐

Arbitration
☐

PART I **GRIEVANT(S)**

Name(s) _____ Dept. _____

Mailing Address _____

Phone Number (Home) _____ (Work) _____

Email _____

GRIEVANCE REPRESENTATIVE

Name _____

Email _____

If Grievant is represented by the UFF or legal counsel, all University communications should go to the Grievance Representative.

Other address to which
University mailings _____
pertaining to grievance
shall be sent

PART II **GRIEVANCE**

Article(s) & Section(s) of
Agreement allegedly violated:

(See Next Page for Additional Requirements)

Statement of Grievance (must include date of acts or omissions complained of and name(s) of any individual(s) that allegedly committed the acts or omissions):

Remedy Sought: _____

PART III
AUTHORIZATION

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

- ☐ UFF: _____
- ☐ Myself: _____
- ☐ Legal Counsel: _____

I [do] ☐ [do not] ☐ want a postponement for up to thirty (30) days to seek informal resolution of this grievance.

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

This grievance was electronically filed with the Office of General Counsel (ogc@floridapoly.edu) on _____, 20__.

Signature of Grievant

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

DATE OF RECEIPT BY OFFICE OF GENERAL COUNSEL: _____

APPENDIX D
UNITED FACULTY OF FLORIDA – SAMPLE DUES CHECK-OFF
AUTHORIZATION FORM
[AMENDED AUGUST 2019]

(From Article 15 – Payroll Deduction)

I authorize the University to deduct from my pay, starting with the first full pay period commencing not earlier than seven (7) 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 University 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 (30) 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, Florida Statutes.

Signature

Date

Name (Print)

Department or Work Location

Job Classification

Home Address: _____

Home Phone: _____