

**ARTICLE X
SHARED GOVERNANCE**

WHAT CHANGES ARE PROPOSED

- Adds new article entitled “shared governance”

WHY THE CHANGES ARE IMPORTANT

- Recognizes connection of shared governance with academic freedom;
- Acknowledges alignment of the administration and the UFF on the value and necessity of a strong system of shared governance in the management of the university;
- Sets forth basic principles, procedures and institutions of shared governance;
- Provides for accountability where basic principles, procedures and institutions of shared governance are not followed;
- Insures protections against reprisal for those that participate in shared governance.

Article XX

SHARED GOVERNANCE

XX.1 Shared governance and academic freedom are inextricably connected. The University Administration and the UFF recognize the necessity of a strong system of shared governance involving in-unit faculty members in all areas of academic concern, including but not limited to curricular, pedagogical, and budgetary matters and that elected bodies are the primary vehicle for such shared governance.

XX.2 Elected in-unit faculty representatives shall serve on the committees that formulate and implement academic policies, or other policies that affect the terms and conditions of faculty employment.

XX.3 The University Administration shall notify in-unit faculty members of any impending action affecting the faculty members and provide faculty and their departments/units sufficient opportunity to give the University Administration advice and counsel prior to the debate and final action on such matters.

XX.4 In-unit faculty members shall be included in the process of recruitment, hiring, and selection or reappointment of those administrators with supervisory responsibility over faculty.

XX.5 Departments or other traditional governance structures shall have an active and significant role in academic matters. The faculties of the colleges and departments shall have the right to make their own constitutions and operating procedures, by which to conduct their respective governance responsibilities. Such procedures shall be subject to review and approval by appropriate Administration officials.

(a) The in-unit faculty members of each department/unit, by majority vote, shall develop and adopt operating procedures. Governance in the departments/units shall be conducted in accordance with their respective operating procedures, which shall be filed with the appropriate academic administrators and posted on the department/unit web sites.

(b) The operating procedures of each department/unit shall include procedures for in-unit faculty members to share significantly in governance responsibilities, including recruitment of new faculty and other professionals; development of high quality programs; program review; department/unit review; department/unit reorganization; development of guidelines for tenure, promotion, and merit salary increases; selection and evaluation of Chairs and certain other academic administrators; procedures for amending operating procedures; and other matters of professional concern.

XX.6 No reprisal of any kind shall be made by the University Administration against any faculty member based on that faculty member's participation in the system of shared governance. Any damage to a faculty member as a consequence of such reprisals shall be repaired.

ARTICLE 4

UFF RIGHTS

WHAT CHANGES ARE PROPOSED

- Adjusts deadlines for notifying AA of UFF related course releases to better match with our election cycle.
- Adjusts the number of UFF related releases for faculty work involved in contract negotiation and enforcement.
- Adjusts the summer pay for UFF related work involved in contract negotiation and enforcement to typical summer course pay rates.

WHY THE CHANGES ARE IMPORTANT

- As the number of faculty have increased, the responsibilities associated with collective bargaining and enforcement have increased, requiring more faculty support.
- In order to best represent faculty members in bargaining the contract, the UFF finds it necessary to maintain a bargaining team of 5 faculty members (compares to BOT team size of 6-7 members including two attorneys, one of which is hired outside counsel). The team meets weekly and engages in faculty surveys, research, contract proposal development, collaboration with bargaining team members from other SUS institutions, contract negotiations, and consultations regarding contract enforcement, and regular updates regarding bargaining to the UFF council and in-unit faculty.
- In order to maintain necessary support for contract enforcement and negotiation during the summer, compensation commensurate with typical summer pay is sought for faculty members to devote their time to these endeavors.

ARTICLE 4
UFF RIGHTS

4.1 Use of Facilities and Services.

- (a) As the certified faculty bargaining agent, the UFF shall be provided an appropriate campus office with a lock. The office shall be equipped with a computer, standard campus software, a printer, a telephone for local access calling (no long distance service provided), access to the Internet, a desk with chair, two side chairs, and two file cabinets.
- (b) The UFF shall have the right to the use of University facilities and services on terms no less favorable than other groups on campus, including the Faculty Association.

4.2 Communications.

- (a) The UFF shall have the right to post notices on bulletin boards on campus where other notices regarding personnel and/or faculty activities are posted. All such postings shall bear the date of posting, and may be removed by the University Administration after having been posted for a period of thirty (30) days.
- (b) The UFF shall have the right to use the University's campus mail and e-mail systems (including use of the "all-faculty" group) to fulfill its statutory responsibilities under Chapter 447, Part II, Florida Statutes.
- (c) The University Administration shall maintain a link for the UFF chapter on the Faculty/Staff page of the University website.
- (d) The University Administration shall maintain a link for the UNF/UFF Contract at any location where the Faculty Handbook is listed on the University Website. Documentation referencing the UNF/UFF contract shall link to the current contract.
- (e) The University Administration shall allow UFF to set up a discussion forum on ~~UNF Blackboard (electronic bulletin board)~~; UNF's learning management system provided that UFF shall be responsible for administering the UFF forum; and that access to the UFF forum shall be limited to in-unit faculty members.

4.3 Leave of Absence – Union Activity.

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- (a) At the written request of UFF no later than ~~March 1~~ April 1 for the next summer term and for the next academic year, a full-time or part-time leave of absence shall be granted to the faculty members designated by UFF provided that such leave does not adversely impact the department's ability to offer the necessary courses or meet other programmatic or student needs. If such request is denied, the University Administration shall provide the UFF the reasons for such denial no later than April 15.
- (b) No more than one faculty member per department shall be granted leave at any one time under the provisions of this Article, unless the University Administration and the UFF agree otherwise.
- (c) The UFF shall reimburse the University Administration for the salary and benefits of the faculty members approved for leave granted under the provisions of this Article.
- (d) A faculty member on such leave shall not be evaluated for this activity and the University Administration shall not take reprisals against a faculty member for taking such leave.
- (e) Salary increases. Upon return from such leave of absence, the University Administration will adjust the salary of a faculty member who was on full-time leave so that it includes any across-the-board, guaranteed minimum, ~~or market equity/compression/inversion~~ and all salary increases that were applicable to bargaining unit faculty during the full-time leave of absence. Faculty members who are on part-time leaves of absence shall receive applicable salary increases at the time they become effective.
- (f) The Board of Trustees and the University Administration shall not be liable for the acts or omissions of any faculty member granted leave under this Section and the UFF shall hold the University Administration and Board of Trustees harmless for any such acts or omissions, including the costs of defending against such claims.

4.4 Release Time.

- (a) Fall and Spring Semester:
Each semester (Fall and Spring) the Board of Trustees and the University Administration shall provide release time to full-time faculty members designated by the UFF for the purpose of carrying out the UFF's obligations in representing faculty and administering this Agreement, on the following schedule:

1. Fall Semester: ~~3 units~~ 4 units

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2. Spring Semester: ~~3-units~~ 4 units

(1) One “unit” of release- time during the Fall and Spring semesters consists of a reduction in teaching load of one (1) course ~~for instructional faculty or, for non-instructional faculty, a reduction in workload of ten (10) hours per week, which shall include a corresponding 25% reduction in assigned duties for tenure-track instructional faculty and one and one half (1.5) for non-tenure-track instructional faculty who are assigned a teaching load of four (4) courses per semester or, for non-instructional faculty, a reduction in workload of ten (10) hours per week which shall include a corresponding 25% reduction in assigned duties.~~

(2) A faculty member may receive more than one “unit” of release time per semester, up to a maximum of two units per semester.

(b) Summer.

(1) The UFF may designate a total of ~~two (2)~~ three (3) faculty members ~~to who will~~ receive a ~~thirteen (13) week .25 FTE .375 FTE~~ summer release time assignment.

(2) A faculty member may receive more than one such thirteen week ~~.25 .375~~ FTE release time assignment per semester, up to a maximum of two units per summer.

(3) All other provisions contained in Section 4.4, except 4.4(a) and (e), shall apply to summer release time.

(c) Release Time for Collective Bargaining.

(1) In addition to the above, a total of ~~2~~ five (5) additional units in the Fall, Spring, or Summer term, shall be granted when the parties are negotiating a collective bargaining agreement. (One “unit” of release time during the Fall and Spring semesters consists of a reduction in teaching load of one (1) course ~~for instructional faculty or, for non-instructional faculty, a reduction in workload of ten (10) hours per week, which shall include a corresponding 25% reduction in assigned duties, for tenure-track instructional faculty and one and one half (1.5) for non-tenure-track instructional faculty or, for non-instructional faculty, a reduction in workload of ten (10) hours per week which shall include a corresponding 25% reduction in assigned duties,~~ whereas the summer releases shall consist of ~~two~~ five (5) 13 week ~~.25 .375~~ FTE assignments.)

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(2) The parties will endeavor to complete collective bargaining negotiations during the semester in which they begin. In those years when the parties have been delayed in completing collective bargaining negotiations, but are making reasonable progress toward completion, the UFF may designate ~~two~~ five additional semester release assignments for the succeeding term.

(d e) Salary increases while on Release Time.

(1) Faculty members on release time shall receive any across the board, guaranteed minimum, ~~or market equity/compression/inversion~~ and all salary increases on the same basis as other faculty members. This section shall not be construed to limit a faculty member on release time from earning a merit increase if the faculty member otherwise met the eligibility requirements for merit increases. In evaluating whether a faculty member on release time is eligible for a merit increase, the merit score will still be computed by weighting the teaching component by the appropriate percentage as listed in Article 28 regarding Salaries. The fact that the faculty member had a reduced teaching load will not be used as a basis for reducing the points assigned for the teaching component of the faculty member's merit score.

(2) Release time activities shall not be evaluated, but such activities shall be considered university service and the University Administration shall not take reprisals against any faculty member for using release time.

(e) The UFF may designate faculty to receive release time during the academic year, and Summer Term provided that:

(1) In departments with ten (10) or fewer faculty members, no more than one (1) unit of release time shall be assigned, unless agreed to by the department supervisor.

(2) The UFF shall provide the University Administration with a list of designees for the next academic year no later than ~~April~~ May 1. Upon approval of the designees by the University Administration, the designees shall receive the release time for one (1) academic year, unless the University Administration is notified of a substitute for the Spring semester. Substitutions for the Spring semester shall be made upon written notification submitted by the UFF to the University Administration no later than November 15. The UFF shall provide the University Administration with a list of requested designees for Summer Release Time no later than ~~April~~ May 1 of the academic year preceding the

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137 summer term.

138 (f) Faculty members on release time shall retain all rights and responsibilities as
139 other faculty, but shall not be considered representatives of the Board of Trustees
140 or the University Administration for any activities undertaken on behalf of the
141 UFF. The UFF agrees to hold the University Administration and the Board of
142 Trustees harmless for any claims arising from such activities, including the cost of
143 defending against such claims.

144 4.5 Faculty Orientations.

145 (a) Human Resources Orientation. UFF shall be included in the Human Resources
146 orientation for new faculty and shall be permitted to make a presentation of
147 reasonable length at that orientation. UFF shall be permitted to have a packet of
148 printed material included in the packets provided to the new faculty at the Human
149 Resources orientation.

150 (b) Academic Affairs Orientation. UFF shall be invited to have a representative
151 present at the Academic Affairs orientation for new faculty. UFF shall be
152 permitted to have a packet of printed material included in the packets provided to
153 new faculty at the Academic Affairs orientation.

ARTICLE 6

CONSULTATION BETWEEN THE UNIVERSITY AND THE UFF

WHAT CHANGES ARE PROPOSED

- Strikes language about consultation regarding ratio of tenure-track faculty teaching to non-tenure-track faculty teaching.

WHY THE CHANGES ARE IMPORTANT

- Teaching load is a term and condition of employment that is now proposed in Article 14.

ARTICLE 6

CONSULTATION BETWEEN THE UNIVERSITY AND THE UFF

6.1 Upon written notice by either the University President or the UFF-UNF President, the University President and/or designees shall meet with the UFF-UNF President and/or other UFF representatives to discuss matters pertinent to the implementation or administration of this Agreement, University Administration actions affecting terms and conditions of employment, or any mutually agreeable matter. Provided, however, such consultations shall not be used for the purpose of collective bargaining. The party requesting the consultation shall submit a written list of agenda items not less than one (1) week in advance of the consultation. The other party may submit a written list of additional agenda items at least one (1) day in advance of the consultation. Such meetings shall occur at least once each semester and at least once in the summer, unless the University President and the UFF-UNF President agree otherwise. The University President and the UFF-UNF President shall personally meet when they mutually agree a consultation is necessary. A consultation between the University President and the UFF-UNF President shall be at a mutually agreed date and time. The purpose, agenda requirements, and limitations specified above shall also apply to a consultation between the University President and the UFF-UNF President.

~~6.2 The ratio of sections taught by tenured or tenure-earning faculty compared with non-tenure-earning faculty shall, upon request of the UFF-UNF President, be a subject of consultation consistent with the provisions of this Article.~~

ARTICLE 8
UNF RULES AND POLICIES

WHAT CHANGES ARE PROPOSED

- Strikes language that refers to a form that is no longer in use.

WHY THE CHANGES ARE IMPORTANT

- Housekeeping.

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ARTICLE 8

UNF RULES AND POLICIES

8.1 Established terms and conditions of employment cannot be changed without providing the opportunity for negotiation.

8.2 Notice of Proposed Policies or Rules.

(a) The University Administration shall provide to the UFF an advance copy of any proposed policy ~~by including the UFF on the University Administration's Policy Routing Sheet.~~

(b) The University Administration shall provide the UFF with an advance copy of a proposed rule promptly but not later than the date of publication of the initial public notice of a proposed rule under the provisions of the Administrative Procedure Act. With respect to a rule adopted pursuant to the emergency provisions of the Administrative Procedure Act, a copy shall be provided as far in advance of its effective date as is feasible under the circumstances.

8.3 Inconsistencies with Agreement.

(a) If there is an inconsistency between an existing University rule or policy and an express provision of this Agreement, such rule or policy shall not apply to bargaining unit faculty members.

(b) No new or amended University rule, policy, or resolution shall apply to bargaining unit faculty members if it conflicts with an express term of the Agreement or, in the absence of an express term, established past practice.

(c) If any rule, policy, or resolution proposed by the University Administration has a direct and substantial impact on wages, hours, or terms or conditions of employment, the University Administration shall, upon UFF's request, engage in collective bargaining with respect to the impact of the change prior to implementing it.

ARTICLE 9
GUIDELINES

WHAT CHANGES ARE PROPOSED

- Adds language to strongly encourage all departments to develop discipline specific guidelines for evaluation, tenure, and promotion.
- Adds timelines to the process for getting departmental guidelines approved.

WHY THE CHANGES ARE IMPORTANT

- All other SUS institutions have provisions in their CBA for discipline specific guidelines or bylaws to inform evaluations and decisions about tenure and promotion. Guidelines set the expectations for faculty members for what they should be achieving on an annual basis and prior to tenure or promotion. Such expectations should be consistent with discipline specific criteria and informative to administrators and University committee members in evaluating faculty members and making decisions about promotion and tenure.
- Initial attempts to get guidelines approved were delayed. The added clarification to the timeline and process for approval should help eliminate these delays and clarify expectations at each step of submission and approval.

Article 9

***NOTE: Changes in 9.1 and 9.2 that pertain to the library are contingent upon acceptance of proposed article 21.**

GUIDELINES FOR APPLICATION OF UNIVERSITY CRITERIA

9.1 The contents of this Article apply to the development of guidelines by departments and the library (i.e., the “unit”) ~~that may be used when for~~ applying University Criteria governing annual performance evaluations, tenure (where applicable), and promotions to faculty members who are subject to this Agreement. Such guidelines may reference standards found within professional associations, accreditation agencies, or other disciplinary-specific institutions. ~~With the exception of Article IV of University of North Florida Thomas G. Carpenter Library Bylaws: Articles Governing Terms and Conditions of Employment of Library Faculty, approved on March 28, 2007, as modified and incorporated in this Agreement as Appendix H which shall govern evaluation procedures for librarians until evaluation procedures specific to librarians are included in Article 18; all previously approved bylaws relating to wages, hours, or terms and conditions of employment, including the previous Appendix H Model Performance Evaluation By-Law, are deemed null and void.~~

9.2 Guidelines for Application of University Criteria on Performance Evaluations.

All departments/units are strongly encouraged to develop Guidelines ~~may shall be developed for a unit~~ to assist chair(s)/ supervisor(s) in applying the University Criteria set forth in Article 18.4 or Article 21 for librarians during the performance evaluation process, and to provide guidance to faculty members in achieving standards of performance corresponding to the evaluation ratings. Guidelines may clarify, but shall not delete from, or conflict with, or change in any substantive manner, the University Criteria set forth in Article 18.4. or Article 21 for librarians Guidelines may identify those University Criteria, individually and as a group, that are appropriate or specific to the discipline(s) within the particular unit and to the respective faculty members’ positions (i.e., tenured or tenure earning, clinical, non-tenure earning, library faculty). Guidelines may specify the relative weight each University Criteria, or group of criteria, should be accorded in the annual evaluations of faculty members in the unit. No provision of the guidelines shall be inconsistent with the provisions of this Agreement or with the mission and goals of the unit or of the University.

9.3 Guidelines for Application of University Criteria for Tenure.

- (a) Judgments of academic excellence are complex. They 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. On the other hand, faculty members seeking tenure must have available to them a description of what

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tangible accomplishments would normally qualify a candidate for tenure, assuming that the accomplishments are of excellent quality.

(b) In order to provide guidance to tenure-earning faculty members regarding the expectations for achieving tenure, each unit ~~may adopt~~ is strongly encouraged to develop and adopt guidelines for application of University Criteria for tenure in terms more appropriate or specific to the unit's discipline. These guidelines may indicate

1. the breadth and depth of accomplishments in teaching, research/scholarship/creative activity, and professional service that would normally qualify a candidate for tenure assuming that the accomplishments are of excellent quality;

2. appropriate combinations of such accomplishments that would normally qualify a candidate for tenure assuming that the accomplishments are of excellent quality; and

3. how the breadth and depth of the appropriate accomplishments will be evaluated.

(c) With respect to research/scholarship/creative activity, each unit ~~may~~ is strongly encouraged to develop and adopt guidelines for the standard of excellence that are consistent with the University's publicly articulated mission. These guidelines may also

1. address the relative value of different categories of research/scholarly/creative activity and the outlets in which candidates might be reasonably expected to publish, exhibit, or perform; and

2. provide a general range of the number of publications, exhibitions, or performances that candidates might be reasonably expected to publish, exhibit, or perform in the various outlets that the unit specifies in (c) 1. above. It should be understood that merely having accomplishments within the qualifying general range without the required standard of excellence shall not guarantee that the faculty member will receive tenure. Conversely, a faculty member may qualify for tenure with accomplishments that fall below the qualifying general range but are of extraordinary quality.

(d) The guidelines may clarify, but shall not delete from, conflict with, or change in any substantive manner, the University Criteria for tenure described in Article

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19.5 (b). No provision of the guidelines shall be inconsistent with the provisions of this Agreement or with the mission and goals of the unit or of the University.

9.4 Guidelines for Application of University Criteria for Promotion (Tenure-Earning and Tenured Faculty).

(a) Judgments of academic performance are complex. They 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. On the other hand, faculty members seeking promotion must have available to them a description of what tangible accomplishments would normally qualify a candidate for promotion, assuming that the accomplishments are of excellent (promotion from Assistant Professor to Associate Professor) or outstanding (promotion from Associate Professor to Professor) quality.

(b) In order to provide guidance to faculty members regarding the expectations for achieving promotion, each unit ~~may~~ is strongly encouraged to develop and adopt guidelines for the application of University Criteria on promotion for tenured and tenure-earning faculty in terms more appropriate or specific to the unit's discipline(s).

1. These guidelines may indicate

a. the breadth and depth of accomplishments in teaching, research/scholarship/creative activity, and professional service that would normally qualify a candidate for promotion assuming that the accomplishments are of excellent quality in the case of promotion to Associate Professor and outstanding quality in the case of promotion to Professor;

b. appropriate combinations of such accomplishments that would normally qualify a candidate for promotion assuming that the accomplishments are of excellent quality in the case of promotion to Associate Professor and outstanding quality in the case of promotion to Professor; and

c. how the breadth and depth of the appropriate accomplishments will be evaluated.

2. With respect to research/scholarship/creative activity, each unit ~~may~~ is strongly encouraged develop and adopt guidelines for the standards of "excellent" and "outstanding" that are consistent with the University's

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publicly articulated mission. These guidelines may also

a. address the relative value of different categories of research/scholarly/creative activity and the outlets in which candidates might be reasonably expected to publish, exhibit, or perform; and

b. provide a general range of the number of publications, exhibitions, or performances that candidates might be reasonably expected to publish, exhibit, or perform in the various outlets that the unit specifies in a. above. It should be understood that merely having accomplishments within the qualifying general range without the required standards of “excellent” or “outstanding” shall not guarantee that the faculty member will receive promotion. Conversely, a faculty member may qualify for promotion with accomplishments that fall below the qualifying range but are of extraordinary quality.

3. The guidelines may clarify, but shall not delete from, conflict with, or change in any substantive manner, the University Criteria for promotion described in Article 20.3 (b). No provision of the guidelines shall be inconsistent with the provisions of this Agreement or with the goals of the unit or of the University.

9.5 Guidelines for Application of University Criteria for Promotion (Library Faculty).

(a) Judgments of excellent or outstanding performance are complex. They 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. On the other hand, library faculty members seeking promotion must have available to them a description of what tangible accomplishments would normally qualify a candidate for promotion, assuming that the accomplishments are of excellent (promotion from Assistant University Librarian to Associate University Librarian) or outstanding (promotion from Associate University Librarian to University Librarian) quality.

(b) In order to provide guidance to library faculty regarding the expectations for achieving promotion, the library ~~may~~ is strongly encouraged to develop and adopt guidelines for the application of University Criteria governing the promotion of library faculty in terms more appropriate or specific to the Library’s discipline(s).

1. These guidelines may indicate

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a. the breadth and depth of accomplishments showing increasing responsibility and/or continuing growth in the profession, successful application of knowledge of library science in the development and organization of the library collection and/or facilitation of the use of library services and resources, professional and intellectual development, creative accomplishments, contributions to the University and the profession, and any other considerations that would normally qualify a candidate for promotion assuming that the accomplishments are of excellent quality in the case of promotion to Associate University Librarian and outstanding quality in the case of promotion to University Librarian;

b. appropriate combinations of such accomplishments that would normally qualify a candidate for promotion assuming that the accomplishments are of excellent quality in the case of promotion to Associate University Librarian and outstanding quality in the case of promotion to University Librarian; and

c. how the breadth and depth of the appropriate accomplishments will be evaluated.

2. The guidelines may clarify, but shall not delete from, conflict with, or change in any substantive manner the promotion criteria described in Article 21.3. No provision of the guidelines shall be inconsistent with the provisions of this Agreement or with the mission and goals of the Library or of the University.

9.6 Guidelines for Application of University Criteria for Promotion (Non-tenure earning Instructors and Lecturers)

(a) Judgments of academic performance are complex. They 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. On the other hand, faculty members seeking promotion must have available to them a description of what tangible accomplishments would normally qualify a candidate for promotion, assuming that the accomplishments are of excellent (promotion from Instructor or Lecturer to Associate Instructor or Associate Lecturer) or outstanding (promotion from Associate Instructor or Associate Lecturer to University Instructor or University Lecturer) quality.

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- (b) In order to provide guidance to faculty members regarding the expectations for achieving promotion, each unit ~~may~~ is strongly encouraged to develop and adopt guidelines for the application of University Criteria on promotion for Instructors or Lecturers in terms more appropriate or specific to the unit's discipline.

1. These guidelines may indicate

- a. the breadth and depth of accomplishments in teaching and professional service that would normally qualify a candidate for promotion assuming that the accomplishments are of excellent quality in the case of promotion to Associate Instructor or Associate Lecturer and outstanding quality in the case of promotion to University Instructor or University Lecturer;
- b. appropriate combinations of such accomplishments that would normally qualify a candidate for promotion assuming that the accomplishments are of excellent quality in the case of promotion to Associate Instructor or Associate Lecturer and outstanding quality in the case of promotion to University Instructor or University Lecturer; and
- c. how the breadth and depth of the appropriate accomplishments will be evaluated.

2. The guidelines may clarify, but shall not delete from, conflict with, or change in any substantive manner, the University Criteria for promotion described in Article 22.3. No provision of the guidelines shall be inconsistent with the provisions of this Agreement or with the goals of the department or of the University.

9.7 Process for Development of Guidelines for Application of University Criteria for Annual Performance Evaluations, Tenure, and Promotions.

Guidelines for applying University Criteria for annual performance evaluations, tenure (where applicable), and promotions shall be developed in the following manner.

- (a) The chair and faculty members of the unit shall familiarize themselves with any existing guidelines, the mission and goals of the unit and the University, and this Agreement, before the chair and faculty members begin the development or revision process. The faculty in the unit ~~may~~ are strongly encouraged, in conjunction with the chair or director of the unit prepare draft guidelines, a copy of which will be provided to each faculty member within the unit for review. All affected faculty members of the unit shall have the right to participate in the

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development of, and vote on, such guidelines. If the guidelines are developed by means of a committee, the committee shall be comprised of faculty members representative of all affected faculty members of the unit and elected by the faculty members of the unit. Following a reasonable period of time for review, the draft guidelines will be submitted to the faculty in the unit for approval by a vote. The vote shall be conducted in a lawful manner, which is intended to assure a free and voluntary exercise of choice.

(b) Draft guidelines approved by a majority of the affected faculty in the unit shall be forwarded to the dean for review and approval. The dean shall have thirty (30) days from receipt of the draft guidelines to review them to ensure that they comply with this Agreement and with the mission and goals of the University, and to either approve the draft guidelines or return them to the unit for revision. If the dean approves the proposed guidelines, the guidelines shall be submitted to the Provost for promulgation within thirty (30) days from receipt of the draft guidelines. If the dean does not provide feedback to the unit regarding how the guidelines are inconsistent with this Agreement and the mission and goals of the University within thirty (30) days, the draft guidelines shall be considered approved and forwarded by the unit to the Provost for review within seven (7) days from the original thirty (30) day deadline.

(c) If the dean objects to any provision of the proposed guidelines based on their inconsistency with this Agreement and with the mission and goals of the University, the dean shall return the guidelines to the unit, together with his/her written objections within thirty (30) days. The faculty in the unit shall consider the dean's written objections and, may, within sixty (60) days after receiving the dean's objections, submit revised guidelines to the dean. If the faculty resubmit guidelines modified consistent with the dean's prior objections, the dean shall submit the revised guidelines to the Provost for promulgation within seven (7) days of receiving the revised guidelines. If the dean objects to the revised guidelines, based on their inconsistency with this Agreement and with the mission and goals of the University, the dean shall provide written objections to the unit within thirty (30) days from the submission date of the revised guidelines.

(d) If the faculty do not resubmit revised guidelines to the dean, or confirm in writing their acceptance of the dean's suggested changes within thirty (30) days, the guidelines shall be modified by the dean consistent with the dean's prior written objections and submitted to the Provost for promulgation within seven (7) days from the original thirty (30) day deadline.

(e) If the faculty and the dean cannot reach agreement on the guidelines within the above stated deadlines, the guidelines shall be immediately submitted to the Provost for review. Within thirty (30) days of submission, the Provost will shall

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review the guidelines to ensure they do not delete from, conflict with, or change in any substantive manner, the University Criteria and that they are consistent with the provisions of this Agreement and with the mission and goals of the department and of the University. Upon acceptance and promulgation by the Provost, the guidelines shall not become effective until one (1) year following adoption of the changes unless agreed to by the faculty in the unit by a vote. ~~thereafter be used by the chair/supervisor(s) in applying the University Criteria.~~

(f) If the Provost declines to accept and promulgate the guidelines, based on their inconsistency with this Agreement and with the mission and goals of the department and of the University, the proposed guidelines and the dean's recommendations shall be submitted to the University Administration and UFF bargaining teams for immediate negotiation in accordance with Chapter 447, Part II, Florida Statutes.

~~(f) If the faculty and the dean cannot reach agreement on the guidelines, or if the Provost declines to accept and promulgate the guidelines, the proposed guidelines and the dean's recommendations shall be submitted to the University Administration and UFF bargaining teams for immediate negotiation in accordance with Chapter 447, Part II, Florida Statutes.~~

(g) The application or interpretation of the promulgated guidelines shall be grievable under this Agreement.

(h) A copy of the guidelines shall be kept on file in the unit office, as well as posted on the University website. A copy of the guidelines shall also be provided to the UFF.

9.8 Periodic Review of Approved Guidelines.

The faculty and chair of each unit shall periodically review the approved and promulgated guidelines for their respective unit and shall determine whether revisions are needed to those guidelines. Revisions to approved and promulgated guidelines shall be made following the same process described in Article 9.7 for the development of guidelines.

ARTICLE 10
ACADEMIC FREEDOM

WHAT CHANGES ARE PROPOSED

- Replaces “academic governance” with “shared governance.”
- Removes clauses referencing disciplinary behavior.

WHY THE CHANGES ARE IMPORTANT

- Clarifies references to shared governance (versus “academic governance”);
- Aligns terminology with conventional usage;
- Aligns academic freedom standard with standards found at other Florida universities (e.g., FSU, UF, UCF, USF, FAU, FIU, UWF, etc.);
- Reserves disciplinary assessments for Article 30 (Disciplinary Action and Job Abandonment);
- Encourages participation in shared governance;
- Averts potential conflict with academic freedom rights.

ARTICLE 10

ACADEMIC FREEDOM AND RESPONSIBILITY

10.1 Policy. The University Administration and the UFF shall fully maintain, encourage, and protect academic freedom. “Academic” in this context means all matters relating to the academy.

(a) Academic freedom and responsibility are essential to the University and apply to teaching, research/creative activities, and professional, public, and University service. The University Administration and the UFF also affirm that academic freedom is accompanied by corresponding faculty and Administration responsibilities, arising from the nature of the educational process.

(b) In order to ensure within the University an atmosphere of academic freedom,

(1) Neither the University Administration nor its representatives shall apply any provision in this Agreement in such a way as to violate any faculty member’s academic freedom or to penalize a faculty member for the legitimate exercise of academic freedom.

(2) The University Administration shall protect members of the faculty against infringement of their academic freedom.

10.2 Academic Freedom. Faculty members shall be free to discuss all relevant matters in the classroom, to explore all avenues of scholarship, research, and creative expression, to speak freely on all matters of university governance without fear of University censorship, retaliation, or discipline.

(a) Teaching and Research/Creative Activity. Faculty members shall have the freedom to

(1) Present and discuss academic subjects relevant to the course of instruction, including controversial material, frankly and in a forthright manner.

(2) Select instructional materials and define course content (unless the affected department faculty decide to make group decisions), and determine grades. The grade a current faculty member has determined for a student’s performance shall not be changed without the faculty member’s consent, except through the following appeal process:

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- a. A student requesting a grade change must initiate an appeal to the faculty member. If the faculty member approves the grade change request, the faculty member shall provide a change of grade to Enrollment Services Processing.
- b. If the faculty member declines to change the student's grade the student may continue the appeal process by appealing to the department chairperson. The department chairperson may consult with the faculty member concerning the requested grade change but the department chairperson has no authority to change the grade without the faculty member's concurrence.
- c. If the appeal to the department chairperson does not result in a change to the student's grade, the student may continue the appeal process by appealing to the Dean of the college. The Dean may consult with the faculty member regarding the requested grade change but the Dean has no authority to change the grade without the faculty member's concurrence.
- d. If the requested grade change is not made by the faculty member following the student's appeal to the department chairperson and the Dean of the college, the student may continue the appeal process by submitting an appeal, in writing or electronically, to the University Academic Appeals Committee through the Office of the Vice President for Academic Affairs.
- e. When a student submits an appeal for a grade change to the University Academic Appeals Committee, the majority of the Committee which considers the appeal shall be composed of in-unit faculty, and no case shall be heard without five (5) voting members, the majority of whom shall be in-unit faculty. Time limits for the appeals process shall be established by University policy. The Chairperson of the Committee will send the date, time, location, and procedures of the hearing to the student, faculty member, department chairperson, and Dean of the college at least ten (10) calendar days in advance of the hearing. Once a hearing date is scheduled and communicated, it may not be rescheduled by any involved party unless there is a documented emergency. If either the student or the faculty member should be unavailable or fail to appear at the scheduled hearing, the hearing may proceed in his or her absence. A hearing must be rescheduled if the Committee fails to reach a quorum. The Committee shall make a

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recommended decision to the Provost who shall issue a decision on the student's appeal.

- f. The Provost's decision can be appealed to the President by either the student or the faculty member. The President shall make the final decision on a student's appeal for a grade change.

(3) Freely engage in scholarly and creative activity and publish the results.

- (b) Service. Service includes, but is not limited to, participation in the governance processes of the University, which is a fundamental aspect of academic freedom. Faculty 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.

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

- (a) Observe and uphold the commonly accepted ethical standards of the academy, which includes being forthright and intellectually honest in the pursuit and communication of scientific and scholarly knowledge;
- (b) Treat students, staff, and colleagues in a civil manner consistent with the provisions of this article and the article on nondiscrimination;
- (c) 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;
- (d) Represent oneself as a spokesperson for the University only when specifically authorized to do so;
- (e) Participate, as appropriate, in the system of ~~academic~~ shared governance, especially at the department/unit level.
- (f) Observe the published rules and regulations of the University, provided the rules and regulations do not contravene academic freedom, which includes the faculty member's right to responsibly criticize and seek revision of those rules and regulations; ~~and~~

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- (g) Refrain from engaging in either a pattern of behavior or a single, egregious instance of behavior that disrupts or obstructs the orderly and effective functioning of the department, college, or University.⁺

10.4 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 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) Ensure that academic freedom is not stifled or compromised;
- (b) Treat students, staff, and faculty members in a civil manner consistent with the provisions of this article and the article on nondiscrimination;
- (c) Respect the integrity of the evaluation process, including the privacy rights under law of the students, faculty members, and staff; and evaluate students, faculty members, and staff fairly according to the criteria and procedures specified in the evaluation process;
- (d) 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. This exclusion shall not apply to administrators who are responsible for evaluating the faculty member and who have followed the provisions of the Evaluation article. At the faculty member's request, University Administration shall take appropriate action to enforce this subsection;
- (e) Respect and adhere to the principles of shared academic governance;

⁺ ~~This section shall not be construed or used to inhibit vigorous and tough-minded academic disagreements which are a vital aspect of academic freedom. Disruptive or obstructive behavior must be demonstrated by timely documentation in the faculty member's evaluation file. The University Administration and the UFF recognize that 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. The parties recognize that there is a point beyond which behavior exceeds may exceed the reasonable bounds of academic freedom, and becomes unduly disruptive and obstructive to the orderly and effective functioning of the institution. At that point, the faculty member's behavior is may be beyond the protection of academic freedom.~~

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- 134 (f) Observe the published rules and regulations of the University, provided that the
135 rules and regulations do not contravene academic freedom, which includes the
136 faculty member's right to responsibly criticize and seek revision of those rules
137 and regulations; and
- 138 (g) Refrain from engaging in behavior that directly undermines academic freedom as
139 described in this article or otherwise disrupts or obstructs the orderly and effective
140 functioning of the department, college, or University.

ARTICLE 12
APPOINTMENT

WHAT CHANGES ARE PROPOSED

- Permits the conversion of highly qualified NTT faculty to a permanent line without a search, with the approval of all faculty.
- Salary adjustments for those returning to in-unit faculty positions from administrative positions to be in line with the salaries of others performing the same or similar jobs and the same or similar rank.
- Distinction between fixed multi-year contracts (temporary) and rolling multi-year contracts provided to NTTF. These are three (3) years at the associate level (Teaching Faculty II), and five (5) years at the university level (Teaching Faculty III).

WHY THE CHANGES ARE IMPORTANT

- This authority, like that of the president, allows the department to act in its own interest and that of the university in a manner that saves time and money. It is a practical expression of shared governance and fiscal responsibility.
- Rolling multi-year contracts help retain those faculty who, through the quality of their efforts over an extended period of time, have warranted promotion.
- Aids in the recruitment of high quality NTT faculty and provides for a stable workforce, which serves the interest of UNF and its mission.

ARTICLE 12
APPOINTMENT

12.1 Policy. It shall be the policy of the University Administration to fill appointment vacancies with the best possible candidates. Therefore, consistent with its commitment to ensuring a qualified and diverse faculty, the deans and chairs along with other members of the University administration, working with the faculty, shall approve the standards, qualifications, competencies, and criteria used in recruitment and selection of new faculty.

12.2 Procedure.

(a) The University Administration shall authorize advertisements for appointment vacancies through appropriate professional channels. A statement indicating that the salaries of University faculty are public record and that such information is available in the Office of Human Relations shall be included on the UNF vacancy announcement website.

(b) Faculty Search Committees shall be established for all non-visiting appointments. These faculty search committees shall be composed mostly of faculty (who are covered by this Agreement) from the appropriate unit or units. Furthermore, these faculty search committees shall not include department chairs or deans but may include an assistant or associate dean based upon his/her disciplinary expertise in the field in which the appointment will be made. The committees shall receive applications, screen candidates, and make recommendations for these appointment vacancies under the established standards, qualifications, competencies, and criteria. The University Administration welcomes applications from all qualified individuals. The requirement to use a Faculty Search Committee may be waived by the University President, for diversity purposes, or when the University is presented with an unusual or unique appointment opportunity to appoint an exceptional person. Waiver of the requirement to use a Faculty Search Committee is limited to a maximum of four (4) individuals in any three (3) year period, and the appointment is subject to approval by a majority of the faculty in the affected department. In those circumstances when the University President waives the Faculty Search Committee requirement, all faculty within the affected department will be provided information concerning the individual's qualifications prior to being given the opportunity to vote whether to recommend the appointment be made. The requirement to use a Faculty Search Committee may also be waived by a department for the purpose of conversion. A non-tenure-track faculty member who holds a SACS-approved terminal degree, and whose assigned duties over a period of at least 5 years consistently require that terminal degree, may be converted to the tenure-track by a majority vote of the affected department and the approval of the President. Conversion to the tenure-track will be at rank lateral to the non-tenure track rank at the time of conversion.

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(c) Committee Recommendations for Appointment. After the screening and interview process has been completed, the Faculty Search Committee shall recommend for possible appointment those candidates, if any, it deems most qualified in meeting the established standards, qualifications, competencies, and criteria.

(d) Hiring Administrator's Decision.

(1) If a Faculty Search Committee cannot make a recommendation as per Section 12.2(c) above, then the hiring administrator may ask the Committee to consider additional candidates from the remaining pool of candidates.

(2) Prior to making a recommendation to hire a candidate to fill a bargaining unit vacancy, the Chair or the Dean of the Library shall meet with the faculty members in the department /library to discuss the recommendations of the faculty search committee and shall make the faculty's views known to the hiring administrator.

(3) After receiving input from the faculty, the University Administration shall appoint the candidate it deems most qualified based upon the candidates' qualifications and competencies, and the approved standards and criteria.

12.3 Employment Contracts. All appointments shall be made on a University employment contract signed by the President or designee and the faculty member. The University employment contract shall contain the following elements:

(a) Date

(b) Classification title/rank and code

(c) Appointment status

(d) College and department, or other employment unit

(e) Length of the appointment

(f) Percent of full-time effort (FTE) assigned

(g) Salary rate

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- (h) A statement that the position is (1) tenured, (2) non-tenure earning, or (3) tenure-earning. If a year of service at another institution is being credited towards promotion to Professor, a statement to that effect shall be included.
- (i) A statement informing the faculty member of his/her obligation to report all compensated outside activity and any non-compensated activity that the faculty member should reasonably perceive to be a conflict of interest.
- (j) A statement of any special conditions of employment detailed in the letter of offer. If a condition of employment outlined in the letter of offer is not reflected in the employment contract, such special condition shall be operative and the employment contract shall be revised accordingly.
- (k) A statement that the appointment is subject to the Constitution and law of the State of Florida and the United States, the rules of the University, and the provisions of this faculty Collective Bargaining Agreement.
- (l) The following statement if the appointment is not subject to notice of non-reappointment: "Your employment under this contract will cease on the date indicated. No further notice of cessation of employment is required." Those appointments not subject to notice of non-reappointment are set forth in Article 13.2.
- (m) The statement: "The faculty Collective Bargaining Agreement prohibits discrimination against any faculty member based upon race, color, sex (inclusive of Title IX), gender identity/expression, sexual orientation, religion, national origin, age, veteran status, disability, political affiliation, marital status, or faculty rights related to union activity as granted under Chapter 447, Florida Statutes. The Agreement prohibits retaliation against an individual who complains of discrimination or harassment or an individual who cooperates in an investigation of an alleged violation of law or University regulation. A claim of such discrimination against the University may be presented as a grievance pursuant to the provisions of the Grievance and Arbitration article.
- (n) A statement that the faculty member's signature on the employment contract shall not be deemed a waiver of the right to process a grievance with respect to compliance with provisions of the Agreement.
- (o) A statement that the salaries of faculty members in the department and the salaries of faculty in the same rank are a matter of public record and are available for review in the department office and in the Office of Human Resources.

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- (p) The statement: “If you have not been provided with a copy of the faculty collective Bargaining Agreement, notify your supervisor and you will be given one.”

12.4 Appointments.

- (a) Salary Rate Calculation and Payment. The biweekly salary rate of faculty serving on calendar-year appointments shall be calculated by dividing the calendar-year salary rate by the actual number of pay periods in the calendar year.

- (b) The academic year faculty contract shall normally be for thirty-nine (39) consecutive weeks and shall begin on the same date. However, the University Administration and the UFF recognize that there are exceptions to this provision and agree that the full academic-year salary rate associated with such appointments shall be paid across the appointment period.

- (c) Change in Appointments.

- (1) Faculty members shall serve on either an academic-year or a calendar-year appointment.

- (2) A faculty member serving on a calendar-year appointment may request an academic-year appointment. Similarly, a faculty member serving on an academic-year appointment may request a calendar-year appointment. The President or designee shall carefully consider such requests. If the requested change is denied, the President or designee shall provide written notice of the reasons for the denial.

- ~~(3) If approved by the President or representative, and assuming that the assigned responsibilities remain substantially the same, a faculty member's base salary shall be adjusted by nine-twelfths (9/12th) when changing from a calendar-year appointment to an academic-year appointment, or by twelve-ninths (12/9th) when changing from an academic-year appointment to a calendar-year appointment. For the purpose of calculating the base salary, any stipend must be eliminated before salary adjustments are made.~~

- ~~(4) The University Administration shall establish a written policy, which shall be available in the Office of Academic Affairs, for adjusting to an academic-year salary the calendar-year salary of faculty members who are entering the bargaining unit from administrative duties and who have had~~

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no previous bargaining unit salary to adjust back to as described in paragraph (3) above

(3) Faculty members who are reentering the bargaining unit from an administration position shall be paid the salary they had before leaving the bargaining unit with the addition of all raises and increases to which they would have been entitled had they remained in-unit.

(4) Faculty members who enter the bargaining unit for the first time from an administrative position will be paid the median in rank salary for that department and unit.

12.5 Visiting Appointments.

(a) A visiting appointment shall be made only to a person having appropriate professional qualifications. Under normal circumstances, the individual is employed as a visiting faculty member on a particular line for a period of only one academic year. A visiting appointment is not subject to the notice of non-reappointment provided in Article 13.2.

(b) Upon the effective date of this Agreement, visiting appointments may be extended past the normal one-year period to a maximum of ~~three~~ two years in the following circumstances:

(1) the appointment is a temporary appointment for which a search for a regular full-time faculty position is either in process or planned to commence in the foreseeable future, or

(2) the appointment is to substitute for a faculty member on sabbatical or approved leave.

(c) Before approving any request to extend the employment of a visiting faculty member, the Chair must consult with the faculty members in the department and make the faculty's view on the extended appointment known to the hiring administrator. Any request to extend the employment of a visiting faculty member more than one year must have the approval of the Provost or designee. The Provost or designee shall promptly notify the UFF regarding any such extensions and UFF shall have the right to consult on such extensions under the provisions of the Consultation article.

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(d) Regardless of rank, no faculty member with a visiting appointment shall be given a regular appointment without following the search procedures set forth in this article.

12.6 Adjunct Appointments. Adjunct instructional appointments are for one academic term at a time and are ordinarily paid on a per course basis. The use of non-unit, non-salaried instructional faculty (adjuncts) at the University shall, upon the request of the UFF Chapter representatives, be a subject of consultation under the provisions of the Consultation article.

12.7 ~~Multi-Year~~ Fixed Multi-Year Appointments.

(a) Fixed multi-year ~~Multi-year~~ appointments are intended to allow the University to secure staffing for a specific period of time. It is the expectation of the University that fixed multi-year appointments are for a definite, limited term, and that there is no expectation of continued employment at the conclusion of that term. A fixed multi-year appointment shall be offered for a period of two to five academic or calendar years. An initial or successive fixed multi-year appointment may be offered only for the following:

(1) Individuals who have held the rank of associate or full professor for at least five (5) years at another institution of higher education. No more than six (6) such individuals shall hold multi-year appointments at the same time.

(2) Individuals who have officially retired from universities or other organizations who meet the required standards, qualifications, competencies, and criteria.

(b) Criteria and Procedures.

(1) The criteria used to determine in which instances to offer an initial or successive appointment shall include consideration of the basis for the initial multi-year appointment, annual evaluations of performance, professional growth, extent and currency of professional qualifications, contribution to the mission of the department or program, staffing needs, funding source alternatives and continuing program considerations.

(2) In the event the University Administration is willing to consider a successive multi-year appointment for an individual faculty member, The faculty member will be advised no later than three (3) months prior to the end of the penultimate year of the appointment that to be considered

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for a successive multi-year appointment, the faculty member must submit a request and written documentation to his/her Chair or supervisor. Prior to making a recommendation on this issue, the Chair or the Dean of the Library shall consult with the faculty members of equal or higher rank in the department/library and shall make the faculty's views known to the hiring administrator. The University Administration shall endeavor to notify the faculty member in writing by July 1, but in no event later than the beginning of the final year of the faculty member's current appointment, of its decision to offer or not offer a successive appointment of any type (multi-year or annual). An individual faculty member may not receive successive multi-year appointments which total, in the aggregate, more than ten (10) years.

- (c) Faculty members who are under fixed multi-year contracts cannot be terminated during the contract period except for just cause or layoff.

12.8 Continuous Multi-Year Contracts.

(a) Non-tenure track ranks, including library faculty, at the associate and university levels are continuous multi-year appointments. Those at the associate level shall have a 3 year appointment. Those at the university level shall have a 5 year appointment.

(b) A continuous multi-year appointment automatically renews at the end of each contract period.

(c) Faculty members who are under continuous multi-year contracts cannot be terminated or have their contracts fail to renew except for just cause or layoff.

ARTICLE 14

ASSIGNMENT

WHAT CHANGES ARE PROPOSED

- Establishes the use of a maximum number of contact hours for the purposes of computing full-time faculty teaching load.
- Grants faculty members a choice between overload compensation or course release in the semester following an overload assignment.
- Creates a model for individual faculty to accumulate and redeem (“bank”) units for instructional activity other than their full-time teaching load and other than any overload teaching they were assigned to complete.
- Proposes a process for the implementation of the banking model.

WHY THE CHANGES ARE IMPORTANT

- Aligns and clarifies contract language with current practice in teaching load. (Note that the minimum number of contact hours to be considered is State regulated pursuant to Section 1012.945, Florida Statutes.).
- The current contract leaves the choice between overload compensation and course release to the department chair and is to be applied only in extraneous circumstances. Release requests are sometimes delayed indefinitely, while no alternative means of compensation is offered. The proposal improves this process.
- Proposed banking model builds upon the existing UNF “course banking Policy,” is easy to implement and track using instructional units, and improves the current UNF Course Banking Policy by clarifying the process for redeeming banked credits including grandfathering of accumulated banking units and a timeline for redeeming credits.

ARTICLE 14

ASSIGNMENT OF RESPONSIBILITIES

14.1 Policy.

- (a) The University Administration and the 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. All faculty members have an ongoing responsibility to the University and its students to timely perform those academic duties and obligations arising from the faculty member's employment with the University regardless of when those duties and obligations occur.
- (b) The professional obligation of faculty members (teaching, advising, curatorship or librarianship, scholarship/creative activities, service, or other duties assigned for that year) is comprised of both scheduled and nonscheduled activities.
- (c) The University Administration and the UFF recognize that it is a part of the professional responsibility of faculty to carry out their duties in an appropriate manner and place. For example, while instructional activities, office hours, and other duties and responsibilities, such as department and/or college meetings in which faculty members are expected to participate are scheduled to be performed at specific times and places, non-scheduled activities are more appropriately performed in a manner and place determined by the faculty member. Although the faculty member has the right to determine when and where to perform these nonscheduled activities so long as that determination is in furtherance of the University's mission, obligations, and responsibilities, the faculty member should consult with his/her supervisor where appropriate.
- (d) Each faculty member should be afforded assignments that provide equitable opportunities, in relation to other faculty members in the same department/unit, to meet the required criteria for promotion, tenure, merit salary increases, and, if applicable, multi-year appointments.
- (e) The University Administration shall make a reasonable and good-faith effort, consistent with the other provisions of this Agreement, to provide faculty with the necessary facilities and resources for carrying out their assigned duties and responsibilities.

14.2 Considerations in Teaching Assignment.

- (a) The Trustees and the UFF recognize that while the Legislature has described the

minimum full academic assignment for teaching faculty in terms of twelve (12) classroom contact hours of instruction or equivalent research/scholarship and service, where “classroom contact hours” are defined pursuant to Section 1012.945, Florida Statutes. ~~the professional obligation undertaken by a faculty member will ordinarily be broader than that minimum, and is not easily quantifiable.~~

(1) For nine-month tenured or tenure-track faculty, the contractual teaching assignment shall not exceed eighteen (18) classroom contact hours per academic year.

(2) For nine-month non-tenure track faculty, the contractual teaching assignment shall not exceed 24 classroom contact hours per academic year.

(3) For twelve-month lab lecturers in the natural sciences, the contractual teaching assignment shall be twelve (12) lab sections per academic year (normally five (5) labs in the Fall, five (5) labs in the Spring, and two (2) labs in the Summer).

(4) Teaching assignments in excess of the classroom contact hours stated above shall be classified as an overload assignment as discussed below in 14.11.

(b) In making assignments, subject to the provisions of this Agreement, the University Administration has the right to determine the types of duties and responsibilities that comprise the professional obligation and to determine the mix or relative proportion of effort a faculty member may be required to expend on the various components of the obligation. Additionally, the parties recognize that if the University Administration exercises this right in a manner that has a direct and substantial impact upon terms and conditions of employment, the University Administration shall provide the UFF with the opportunity to engage in collective bargaining with regard to the impact of such changes before implementing them.

(c) In making teaching assignments, the University Administration shall be primarily guided by the needs of the program or department/unit. The University Administration shall also be guided by the following considerations:

(1) the faculty member’s qualifications, experience, professional growth and development, and preferences;

(2) the character of the teaching assignment, including but not limited to

a. the number of hours of instruction,

b. the distribution of day, evening and weekend courses which is fair

and reasonable under the circumstances,

- c. the number of hours between the beginning of the first assignment and the end of the last assignment in any one day (normally a maximum of 8 hours),
- d. the number of hours between the end of the last assignment and the beginning of the next assignment (normally at least 12 hours),
- e. the preparation required,
- f. whether the faculty member has taught the course in the past,
- g. the average number of students enrolled in the course in past semesters,
- h. the time required by the course,
- i. whether travel to another location is required,
- j. the number of preparations required,
- k. the faculty member's assignments in other semesters,
- l. the terms and conditions of a contract or grant from which the faculty member is compensated,
- m. the use of instructional technology,
- n. the availability and adequacy of materials and equipment, facilities, secretarial services, student assistants, and other support services needed to perform the assignments, and
- o. any changes which have been made in the assignment, including those which may have resulted from previous evaluations of the faculty member; and

(~~3-4~~ 3) the equitable opportunity, in relation to other faculty members in the same department/unit, to fulfill applicable criteria for tenure, promotion, merit salary increases, or, if applicable, multi-year appointments.

- (d) The department chair/supervisor shall provide the teaching faculty member with the opportunity to consult about the course schedule and shall accommodate a

130 faculty member's teaching preferences to the extent practicable. During the
131 consultation, the department chair/supervisor shall discuss any contemplated
132 change in the faculty member's assigned allocations for teaching,
133 research/scholarship/creative activity, and service.

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- 135 (e) A teaching faculty member shall, upon written request, promptly be granted a
136 conference with the person responsible for making the assignment to express
137 concerns regarding the considerations listed in subsection 14.2(c). If the conference
138 with the person responsible for making the course assignment does not resolve the
139 faculty member's concerns, the faculty member shall, upon written request,
140 promptly be granted an opportunity to discuss those concerns with an administrator
141 at the next higher level. If the faculty member's concerns are not resolved, the
142 administrator shall inform the faculty member of his/her right to address the matter
143 through the expedited Neutral Umpire procedure described in Appendix "G".

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- 145 (f) No teaching faculty member's assignment shall be arbitrary or unreasonable.

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- 147 (1) For the purpose of applying this principle to teaching assignments, teaching
148 assignments shall be deemed arbitrary or unreasonable if one or more of the
149 following applies:

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151 a. The assignment was made without providing the faculty member the
152 opportunity to consult about the assignment.

153

154 b. After consulting with the faculty member, the University
155 Administration did not make a fair and reasonable attempt to
156 accommodate the faculty member's circumstances, including
157 allowing reasonable time for research for those faculty members
158 with research assignments. In this regard, the parties recognize the
159 following:

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161 1. assignments are driven primarily by the program and
162 curricular needs of the students in the programs in the
163 department. The preferences and desires of the faculty
164 members are secondary to these program and curricular
165 needs.

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167 2. not all circumstances can be accommodated, and that
168 inability to accommodate does not in and of itself represent
169 an arbitrary or unreasonable assignment.

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171 c. An assigned course is outside the faculty member's area of expertise
172 and the faculty member has not agreed to teach the course.

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- d. The time between the beginning of the first teaching assignment and the end of the last teaching assignment in any one day exceeds eight hours, unless the faculty member has agreed to such an arrangement or there is no practicable alternative.
 - e. The time between the end of the last teaching assignment on one day and the beginning of the first teaching assignment for the next day is less than twelve (12) hours, unless the faculty member has agreed to such an arrangement or there is no practicable alternative.
 - f. If, in relation to other faculty members in the same department/unit, the assignment does not provide an equitable opportunity to meet the required criteria for promotion, tenure, merit salary increases, and, if applicable, multi-year appointments, or there has been no provision for a timely appropriate adjustment that corrects the inequity.

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- (2) If a teaching faculty member believes that the assignment of a course is arbitrary or unreasonable, the faculty member should proceed to address the matter through the expedited Neutral Umpire procedures in Appendix “G” of this Agreement, which shall be the exclusive method for resolving such disputes. Other claims of alleged violations of the Agreement with respect to faculty assignments are subject to the provisions of the Grievance Procedure and Arbitration article.

199 14.3 Considerations in Assignments for Advisors, Curators, and Librarians.
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- (a) The term “assignment,” as used in this section, refers to the general scope of a faculty member’s assigned duties and responsibilities. In making assignments, subject to the provisions of this Section, the University Administration has the right to determine the types of duties, responsibilities, and workload that comprise the professional obligation and to determine the mix or relative proportion of effort a faculty member may be required to expend on the various components of the obligation. Additionally, the parties recognize that if the University Administration exercises this right of assignment in a manner that has a direct and substantial impact upon terms and conditions of employment, the University Administration shall provide the UFF with the opportunity to engage in collective bargaining with regard to the impact of such changes before implementing them.
 - (b) In making advisor, curator, and librarian assignments, the University shall be guided by the following considerations:

- 216 (1) the needs of the program or department/unit, and the needs of students and
217 faculty;
218
219 (2) the advisor's, curator's, or librarian's qualifications, experience,
220 professional growth and development, and preferences;
221
222 (3) the character of the advising, curatorship, or librarianship assignment,
223 including but not limited to
224
225 a. the terms and conditions of a contract or grant from which the
226 faculty member is compensated; and
227
228 b. any changes which have been made in the assignment, including
229 those which may have resulted from previous evaluations of the
230 faculty member.
231
232 (4) the equitable opportunity, in relation to other faculty members in the same
233 department/unit, to fulfill applicable criteria for promotion, merit salary
234 increases, or, if applicable, multi-year appointments.
235
236 (c) The department chair/supervisor shall provide the faculty member with the
237 opportunity to consult about the assignment and shall accommodate a faculty
238 member's assignment preferences to the extent practicable.
239
240 (d) No faculty member's advising, curatorship, or librarianship assignment shall be
241 arbitrary or unreasonable. For the purpose of applying this principle to assignments
242 as described in this section, assignments shall be deemed arbitrary or unreasonable
243 if one or more of the following applies:
244
245 (1) The assignment was made without providing the faculty member the
246 opportunity to consult about the assignment.
247
248 (2) After consulting with the faculty member, the University Administration
249 did not make a fair and reasonable attempt to accommodate the faculty
250 member's circumstances. In this regard, the parties recognize the following:
251
252 a. assignments are driven primarily by the program and curricular
253 needs of students and teaching faculty. The preferences and desires
254 of the advisor, library, or curator faculty are secondary to these
255 program and curricular needs.
256
257 b. not all circumstances can be accommodated, and that inability to
258 accommodate does not in and of itself represent an arbitrary or

unreasonable assignment.

(3) An advising, curatorship, or librarianship assignment is outside the faculty member's area of expertise and the faculty member has not agreed to accept the assignment.

(4) If, in relation to other faculty members in the same department/unit, the assignment does not provide an equitable opportunity to meet the required criteria for promotion, merit salary increases, and, if applicable, multi-year appointments, or there has been no provision for a timely appropriate adjustment that corrects the inequity.

14.4 Initial and Subsequent Assignments.

(a) Communication of Assignment. Each instructional faculty member shall be provided a general written statement of his/her annual assignment of responsibilities in teaching, research/scholarship and other creative activities, professional service, and other duties assigned for that year. Each non-instructional faculty member shall also be provided a general written statement of his/her annual assignment of responsibilities. For returning faculty members, this assignment of responsibilities shall be included as part of the annual evaluation. New faculty members shall be informed of assigned duties as part of their letter of offer.

(b) In order to facilitate the planning of course schedules, tentative written teaching assignments for the next academic year shall be provided no later than April 1 for returning faculty members and as soon as it can be done for new faculty members. If it can be done, the final assignment shall be communicated in writing no later than six weeks prior to the starting date of each term.

(c) The assignment of responsibilities document shall be signed and dated by both the faculty member and the faculty member's chair/supervisor.

(d) The period of instructional assignment during an academic year shall not exceed an average of seventy-five (75) days per semester. A limited number of necessary meetings may be scheduled during the week after the ending of classes for each semester (exam week). Additionally, during the five (5) working days prior to the commencement of fall classes, faculty may be assigned scheduled duties including testing, advisement, meetings, and workshops. Within each semester, activities referred to above shall be scheduled during contiguous weeks, with the exception of spring break.

14.5 Change in Teaching Assignment.

- (a) Should it become necessary to make changes in a faculty member's teaching assignment, the person responsible for making the change shall promptly notify the faculty member prior to making such change and shall specify such change in writing.
- (b) The change in teaching assignment shall be communicated to the faculty member in writing no later than four (4) weeks in advance of its starting date, if practicable. If a change in a faculty member's teaching assignment is made later than four (4) weeks in advance of its starting date, such change shall be noted in the chair's annual evaluation of the faculty member, and the chair must evaluate the results from the student evaluations of such courses within the context of the late change of assignment.
- (c) The University Administration shall make a reasonable and good faith effort not to change the same faculty member's teaching assignment within four (4) weeks in two consecutive academic years.

14.6 Equitable Opportunity. Each faculty member shall be given assignments that provide equitable opportunities, in relation to other faculty members in the same department/unit, to meet the required criteria for promotion, tenure, merit salary increases, and, if applicable, multi-year appointments.

- (a) For the purpose of applying this principle to promotion, assignments shall be considered over the entire period since the original appointment or since the last promotion if the faculty member has been promoted, not solely over the period of a single annual assignment. If it is determined that a faculty member has not received assignments that provide equitable opportunities to meet the required criteria for promotion, then the faculty member must receive a timely appropriate adjustment in his/her assignment that corrects the inequity. The faculty member's annual assignments shall be included in the promotion file.
- (b) For the purpose of applying this principle to tenure, assignments shall be considered over the entire period of tenure-earning service and not solely over the period of a single annual assignment.
 - (1) If it is determined that a faculty member has not received assignments that provide equitable opportunities to meet the required criteria for tenure, then the faculty member must receive a timely appropriate adjustment in his/her assignment that corrects the inequity. The faculty member's annual assignments during his/her period of tenure-earning service shall be included in the tenure file.
 - (2) If an arbitrator determines that a faculty member was not provided an

equitable opportunity as described in this section, the arbitrator may award an additional period of employment (not to exceed three years) for the purpose of rectifying the inequity requiring the University to provide the equitable opportunity as described herein. The arbitrator may retain jurisdiction for purposes of determining whether the ensuing assignment provides such equitable opportunity.

- (c) If it is determined that a faculty member has not received assignments that provide equitable opportunities to meet the required criteria for merit salary increases, then the faculty member must receive a timely appropriate adjustment in his/her assignment that corrects the inequity. The fact that the faculty member was not provided such equitable opportunity shall be taken into account when determining merit salary increases.

- (d) The arbitrator cannot award tenure or promotion.

14.7 Office Hours. Fall and Spring Office Hours. Office hours shall be posted. In order to accommodate reasonable student needs, faculty members shall normally maintain at least five (5) office hours per week, and shall also be available by appointment.

14.8 Equipment. The University Administration shall make a reasonable and good-faith effort to provide and maintain an adequate inventory of technologically current equipment, and shall make a reasonable and good faith effort to obtain funding to provide for the replacement of obsolete equipment.

14.9 Non-instructional Workweek. Scheduled hours for non-instructional faculty members shall not normally exceed forty (40) hours per week.

14.10 The University Administration and UFF recognize that certain faculty members (who are covered by this Agreement) have annual assignments which include supervisory responsibilities.

- (a) The University Administration shall provide these supervisory faculty with notice(s) in writing of any changes relevant to labor agreements, statutes, rules, and policies affecting the working conditions and employees supervised by the faculty member.

- (b) In the event that a faculty member becomes involved in a disciplinary meeting or hearing of an employee supervised by the faculty member, the faculty member shall have the right for a UFF representative to be present to observe all meetings and hearings held to discuss the issue.

14.11 ~~Overload Assignments~~ Duties in Excess of the Faculty Member's Full-Time Appointment.

- (a) ~~An overload assignment is defined as the assignment of duties in excess of the faculty member's full-time appointment.~~
- (b) No faculty member shall be required to accept ~~an overload assignment~~ the assignment of a duty in excess of the faculty member's full-time appointment without fair compensation. Assignments and compensation for duties in excess of the faculty member's full-time appointment shall be subject to the following:
- (a) Overload Teaching Assignments
- (a1) An overload teaching assignment is the assignment of ~~duties~~ a course in excess of the faculty member's full-time ~~appointment~~ teaching load as specified in 14.2 (a).
- (b2) No faculty member shall be required to accept an overload teaching assignment.
- (c3) An overload teaching assignment shall be offered equitably and as appropriate to qualified faculty members in sufficient time to allow voluntary acceptance or rejection.
- (d4) The University Administration, ~~at its discretion, may~~ shall offer faculty members a choice between one of the two following methods of compensation, ~~or a choice between the two~~:
- (1) a. Financial compensation for nine-month faculty shall be of at least \$2000-\$3000 per credit classroom contact hour (where "classroom contact hours" are defined pursuant to Section 1012.945, Florida Statutes) or 4.16% of annual salary per contact hour (whichever is higher) for the overload appointment teaching assignment. Financial compensation for twelve-month laboratory lecturers shall be determined as follows: If a lab lecturer teaches more than twelve (12) labs during his/her twelve (12) month contract, then the overload payment for each lab exceeding the standard twelve (12) lab load, as specified in 14.2.a(3), will be \$6,900.00.
- (2) b. ~~in exceptional circumstances,~~ An equitable reduction in their teaching assignment in the following year.
- (5) Faculty members shall not be required to accept a reduction in teaching assignment in lieu of financial compensation.
- (e6) ~~Monetary compensation for overload assignments shall be paid from OPS, not salary dollars. OPS payments do not qualify for retirement~~

~~compensation or credit, and no retirement compensation shall be provided for the portions of the faculty member's overload assignment made by OPS payment.~~

(b) Banking Units for Other Instructional Activity.

(1) Other instructional activity not accounted for as an overload teaching assignment shall be accounted for, banked, and redeemed for subsequent course release(s).

(2) Other instructional activity is defined as individually-designed courses and other instructional activities that fall outside contractually assigned duties. This includes but is not limited to Directed Independent Study, Doctoral Dissertation, Doctoral Projects, Master's Thesis, Graduate Projects, Honors Thesis, Capstones, Senior Projects, Teaching Practicums, and Supervised Research.

(3) Accumulated banking credit can be redeemed according to the following model:

a. Other instructional activity shall be accounted for and banked in units of "student credit hours" as recorded for the purposes of course scheduling. More specifically, each student credit hour should be interpreted as the equivalent of one hour of educational credit a single student would register for in any given semester. For example, if a faculty member teaches a course section of Directed Independent Study with 2 students enrolled in it, each registered for a 1-credit hours course load, the faculty member would earn 2 student credit hour units for the instructional effort of teaching that course.

b. Serving on a Doctoral Dissertation, Doctoral Project, Master's Thesis, or Graduate Project as a committee member other than the Dissertation or Thesis Director or major advisor shall be banked as three student credit hours.

c. If a student fails to successfully complete a course and does not earn a passing grade, credit shall still be earned by the faculty member for the purposes of banking.

(4) Accumulated banking credit can be redeemed according to the following process:

a. A faculty member shall be eligible for a course release of a 3-classroom contact hours course assignment upon accumulation of a total of 20 units (student credit hours).

b. A faculty member may request a redemption of banking units at their discretion.

c. Redemption requests for course release shall be submitted by the eligible faculty member to the respective department's chairperson in writing during the spring semester preceding the academic year when the requested course release is to occur.

d. Where due to scheduling issues the University administration is unable to accommodate the course release request of an eligible faculty member, after attempting unsuccessfully to schedule the course release assignment in two consecutive semesters, the faculty member will automatically receive monetary compensation in the amount of \$9,000 or 12.48% of annual salary (whichever is higher), no later than four weeks after the end of the semester of the last failed attempt.

e. Unused banked credits do not expire for the duration of a faculty member's employment at UNF.

f. Course releases that result from redemption of banked credits shall occur during Fall or Spring semesters only.

g. The unit chairperson will provide faculty with an individual report of their accumulated banked credits on an annual basis.

h. The above provisions supersede any existing relevant course banking policies and are retroactive. More specifically, unused credits earned by faculty members prior to the execution of this Contract will be grandfathered in and will be computed as prescribed herein based on historical scheduling records and any other existing department-level log files.

~~14.12 Twelve Month Laboratory Lecturers—Teaching Assignments and Compensation Level. The teaching assignment for twelve (12) month laboratory lecturers in the natural sciences will be twelve (12) lab sections per year (normally five (5) labs in the Fall, five (5) labs in the Spring, and two (2) labs in the Summer). If a lab lecturer teaches more than twelve (12) labs during his/her twelve (12) month contract, then the overload payment for each lab exceeding the standard twelve (12) lab load will be \$4,800.00 per lab credit.~~

~~14.13² Banking Units for Course Releases—The University is permitted to develop procedures for allowing faculty to bank units for later course releases. The efforts that may be banked include, but are not limited to: Directed Independent Study, Honors Thesis, Graduate Committee Membership, and Senior Seminar/Paper/Project. The University is responsible for establishing how banking units accrue and the number of units needed for a course release. The course release~~

~~procedures will be written by Academic Affairs, in consultation with the deans, and the faculty will be given the opportunity to provide input at the beginning of the process and on a draft of the document. Upon attaining sufficient banked units for a course release, the course release should be provided within two academic years. The semester in which the release is provided is at the discretion of the faculty member's Chair.~~

NOTE: Proposed strikethroughs below are contingent upon tentative agreement to changes in Article 25 (Intellectual Property)

~~14.14 Development/Use of Instructional Technology~~

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

~~(b) — The University Administration and the UFF recognize the increasing development and use of technology, such as interactive television, and computer software, to support teaching and learning and to enhance the fundamental relationship between faculty member and student. This technology may be used in the context of distance learning. Furthermore, the University Administration and the UFF also recognize that this technology should be used to the maximum mutual benefit of the University and the faculty member.~~

~~(c) — The University Administration shall review the considerations stated in (1) through (4), below, which may be raised by faculty development and use of instructional technology/distance learning. It is recognized that these considerations may already apply to other faculty instructional activities and, therefore, be addressed by existing University policies and procedures in effect on January 6, 2003. If the University Administration concludes that new or revised policies, other than those in effect on January 6, 2003, are needed, it shall develop those policies and provide a copy to the UFF. If new or revised policies have a direct and substantial impact on terms and conditions of employment of faculty members, the University Administration shall negotiate the impact of the new or revised policies prior to implementing them.~~

~~(1) — Recognition that a faculty member's effort spent in the assigned development of instructional technology/distance learning materials and in providing instruction assigned in this manner may be appreciably greater~~

than that associated with a traditional course;

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

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

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

(d) ~~The faculty member shall not make use of appreciable University support in the creation or revision of instructional technology materials unless the University Administration approves such use in advance and in writing.~~

(e) ~~Property Rights and Releases.~~

(1) ~~Working Papers Rights. Consistent with law and other applicable provisions of this Agreement and the legitimate interests of the University, faculty members shall have the right to control of their personal correspondence, notes, raw data, and other working papers related to teaching materials, including instructional technology materials.~~

(2) ~~Independent Works. Consistent with law and other applicable provisions of this Agreement, a work made in the course of independent efforts is the property of the faculty member, who has the right to determine the disposition of such work and the revenue derived from such work. As used in this Section, the term "independent efforts" means that:~~

a. ~~the ideas came from the faculty member~~

b. ~~the work was not made with the use of appreciable University support, and~~

c. ~~the University is not held responsible for any opinions expressed in the work.~~

(3) ~~Provisions governing releases to be obtained when the Trustees or the University Administration has an interest in instructional technology are contained in the Intellectual Property Article. Consistent with such~~

provisions and prior to the use of the instructional technology materials described in Section 14.11 (a), above, releases shall be obtained from persons appearing in, or giving financial or creative support to their development or use, and the faculty member shall certify that such development or use does not infringe upon any existing copyright or other legal right. The faculty member shall be liable to the Trustees and the University Administration for judgments resulting from such infringements.

(4) The University Administration shall assist the faculty member in obtaining releases regarding instructional technology materials when:

- a. the University Administration has asserted an interest in such materials; or
- b. the University Administration has assigned the faculty member to develop such materials.

ARTICLE 15
OFFICE SPACE AND SAFE CONDITIONS

WHAT CHANGES ARE PROPOSED

- Adds email communication as a means of notification for office changes while a faculty member is on sabbatical.

WHY THE CHANGES ARE IMPORTANT

- Insures the faculty member will be notified in a timely manner.

ARTICLE 15

OFFICE SPACE AND SAFE CONDITIONS

15.1 Office Space.

- (a) In-so-far as possible, the University Administration shall provide each faculty member with enclosed office space with a door lock, office equipment commensurate with assigned duties and responsibilities, and ready access to a telephone, a computer, a university email account, a listing on campus distribution lists, and an internet connection.
- (b) Before a faculty member's office location is changed, or before there is a substantial alteration to a faculty member's office to a degree that impedes the faculty member's work effectiveness, the affected faculty member shall promptly be notified and provided the reason(s) necessitating the change or alteration.
- (c) If the faculty member is on sabbatical or leave with or without pay, a letter notifying the faculty member of the change or alteration shall be sent by U.S. Mail, Return Receipt Requested, to the faculty member's home address and to the faculty member's UNF email account with a read receipt request at least fifteen (15) days prior to the intended change or alteration. In those cases in which immediate action is required the faculty member shall be notified immediately.
 - (1) The faculty member may provide to his/her chair or supervisor the name, address, phone number, and e-mail address of a designee to supervise the the removal of personal effects from the faculty member's office while the faculty member is on sabbatical or leave with or without pay.
 - (2) Where the faculty member has designated a designee, the Office of Employee and Labor Relations shall notify the designee by e-mail on the same day that it provides notice of the impending change to the faculty member.
 - (3) Where the faculty member has not provided a designee, or where neither the faculty member nor the designee respond prior to the intended change or alteration, the Administration shall have the authority to pack and store for a reasonable time the faculty member's personal effects.
- (d) Each faculty member shall, consistent with building security, have reasonable access to the faculty member's office space and laboratories, studios, music rooms, and the like used in connection with assigned responsibilities. This provision may require that campus security provide access on an individual basis.

UFF-UNF BOT NEGOTIATIONS

UFF PROPOSAL

September 1, 2017

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15.2 Safe Conditions.

- (a) A faculty member who observes a situation that he/she believes represents a violation of safety or health rules and regulations or that poses an unreasonable hazard to persons or property shall report such condition as soon as practicable to the Director of Environmental Health and Safety, who shall promptly investigate.
- (b) The Director of Environmental Health and Safety shall reply to the concern within seven (7) days after notification of the faculty member's concern. The reply shall be in writing, if the faculty member's concern was communicated in writing.
- (c) Upon the conclusion of his/her investigation, the Director of Environmental Health and Safety shall provide a report of his/her findings to the faculty member.
- (d) No faculty member shall suffer an adverse employment action for making a valid report under this section.

ARTICLE 16

TRAVEL

WHAT CHANGES ARE PROPOSED

- Changes title and related references from “travel” to “professional development and travel.”
- Adds section that provides for reimbursement of “at least one professional activity.”
- Adds requirement of fair and equitable distribution of funds for all institutional levels (i.e., “colleges, departments and faculty members”).
- Adds transparency requirements for allocation and reimbursements.
- Removes reimbursement “subject to availability” clause.

WHY THE CHANGES ARE IMPORTANT

- Expands scope of article to fit with actual faculty activities;
- Aligns administrative support with desired faculty activities;
- Aligns reimbursement coverage with reality of faculty costs;
- Encourages faculty development;
- Reduces ambiguity to faculty.

ARTICLE 16

PROFESSIONAL DEVELOPMENT AND TRAVEL

16.1 ~~Professional Meetings~~ Development Activities.

- (a) ~~Faculty~~ All faculty members may, with the approval of the ~~supervisor, department chairperson,~~ attend professional meetings, conferences, and other professional development activities, whether or not they receive University funding to attend. Approval to attend such activities shall not be unreasonably denied.
- (b) Faculty members must initiate a Travel Authorization Request (TAR) and receive ~~their supervisor's~~ approval prior to any business related travel for which they are requesting University funding.
- (c) All faculty members shall receive University funding to cover expenses for at least one professional activity, that includes travel and/or professional development, per academic year.
- (d) ~~Travel f~~Funds for such activities, ~~if available,~~ shall be allocated to colleges, departments, and faculty members in a fair and equitable manner.
- (e) On July 1st of each year, the Administration shall publish a report of the previous year of travel expense reimbursements for each faculty member, and available travel funds of the current fiscal year and their departmental allocations.

16.2 Reimbursement of Expenses. ~~Subject to the availability of funds.~~ The faculty member's expenses in connection with such meetings, conferences, or activities shall be reimbursed in accordance with the applicable provisions of State law and rules and regulations having the force and effect of law.

16.3 Travel Advances. The University Administration shall, to the extent permitted by State law and rule, provide travel advances, upon request, of up to eighty (80) percent of budgeted expenses for authorized travel.

ARTICLE 17

SUMMER APPOINTMENTS AND ASSIGNMENTS

WHAT CHANGES ARE PROPOSED

- Adds to footnote 1 indicating that sufficient enrollment in courses should be evaluated based upon the typical cap for the course.
- Adds a provision indicating that no department should have more than 40% of its summer classes taught by adjuncts unless there are insufficient numbers of full-time faculty members willing and available to teach the offered courses.
- Adds a limitation to out of unit administrators teaching summer courses unless there are insufficient numbers of full-time faculty members willing and available to teach the offered courses.
- Clarifies the priority policy for the assignment of summer courses beyond the first guaranteed course.

WHY THE CHANGES ARE IMPORTANT

- Insures that caps are in alignment with typical enrollments.
- Employing sufficient numbers of “full-time faculty members to ensure curriculum and program quality, integrity, and review” is a core requirement of SACS accreditation (see [section 6 of SACSCOC Principles of Accreditation](#) approved by the SACS BOT June 2017).
- Insures in-unit faculty maximum summer teaching opportunities.
- The policy for the assignment of courses above the first guaranteed course prioritizes faculty according to previous teaching opportunities and seniority. The existing language inadvertently favored faculty members without teaching assignments for the previous 3 summers (e.g., new faculty members, former administrators returning to unit).

ARTICLE 17

SUMMER APPOINTMENTS AND ASSIGNMENTS

17.1 Policy.

- (a) Summer assignments shall be offered equitably and as appropriate to qualified faculty members. Summer assignments are driven primarily by the program and curricular needs of the students in the department. The preferences and desires of the faculty members are secondary to these programs and curricular needs. Not all circumstances can be accommodated, and the inability to accommodate does not represent an arbitrary or unreasonable assignment.
- (b) A full-time (1.0) FTE summer assignment shall consist of teaching eight credit hours. In no case shall a summer teaching assignment exceed nine credit hours or 1.125 FTE. 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.
- (c) The assignment of a course during a summer term does not include other credit-generating activities such as thesis or dissertation supervision, directed individual studies, supervised teaching or research/scholarship, or supervision of interns. No faculty member shall be required to undertake such activities without compensation. Furthermore, faculty members who have not been assigned a summer course shall not be required to undertake committee work without compensation.
- (d) Summer Office Hours. Faculty members shall maintain not less than two (2) office hours per week for the first course they are assigned to teach during the summer and one (1) office hour per week for each additional course they are assigned to teach during the summer, up to a maximum of five (5) office hours per week. Faculty members shall also be available by appointment during the summer term in which they are teaching.

17.2 Assignment.

- (a) The summer course schedule shall be developed to meet the program and curricular needs of the students in the programs in the department. The department officer who schedules summer courses shall consult with the faculty members about which courses they are qualified and available to teach, not later than the end of the Fall semester.

- (b) Each full-time nine (9) month faculty member, excluding visitors, who wishes to teach a course in the summer shall be guaranteed a course assignment, so long as the course to which the faculty member is assigned enrolls a sufficient number of students, the course is necessary to meet the program and curricular needs of the students in the programs in the department, and the assignment of the course to the faculty member would not be arbitrary or unreasonable. Sufficient enrollment is generally defined as 30 students at the undergraduate lower level, 20 students at the undergraduate upper level, and 10 students at the graduate level.¹ The summer assignment shall be made not later than March 15, if practicable, and shall be applicable for the following summer term.
- (c) If sufficient student enrollment does not materialize in the course to which the faculty member is assigned, and this would result in the full-time nine (9) month faculty member not receiving a first summer course assignment, the faculty member shall be reassigned to an appropriate course that does have sufficient enrollment and is currently assigned to an adjunct.
- (1) This reassigned course shall be one that the faculty member has taught before or a new preparation that the faculty member has agreed to teach.
- (2) If a course reassignment is necessary, the faculty member shall be notified no later than one week in advance of the start date of the newly assigned course.
- (3) If a faculty member has been assigned or reassigned a course fewer than five weeks prior to the first class session, the faculty member has the option of whether to administer student evaluations for that course. The faculty member shall not be disadvantaged if he/she chooses not to administer such student evaluations.

In the event there is no such appropriate course currently assigned to an adjunct, the faculty member shall be given a one-time “priority opportunity” for a first summer assignment in the following year.² This means that the faculty member will be given the opportunity to select a course which he/she is qualified to teach, and be assigned to his/her selected summer course, before other first summer course assignments are made. However, this “priority opportunity” does not obviate the necessity of the course selected enrolling a sufficient number of students, and the course must be necessary to meet the program and curricular needs of the students in the programs in the department. In the event multiple

¹ Sufficient enrollment shall be evaluated based upon the typical cap for the course. Sufficient enrollment for undergraduate lower level labs is generally defined as 24 students.

² This “one time” priority opportunity may be exercised only once during each year’s summer course selection process.

82 faculty members are to be given such a “priority opportunity”, the opportunities shall be
83 awarded by reference to Article 17.5 (c).
84
85

86 (d) No full-time nine (9) month faculty member is guaranteed the assignment of a
87 second or third summer course; the Administration has the authority to assign all
88 courses beyond the first course provided in 17.2 (b) to adjuncts and/or visitors on
89 such terms and conditions as UNF may determine. To ensure curriculum and
90 program quality and integrity, the Administration shall employ a sufficient number
91 of full-time nine (9) month faculty members so that no department will have more
92 than forty (40) percent of its summer classes taught by adjuncts. Exceeding this
93 percentage shall only be acceptable when there are insufficient numbers of nine (9)
94 month faculty members available to teach courses offered during the Summer term.
95 In such cases UFF shall be notified and given the opportunity to review and confirm
96 the situation.
97

98 (e) No out-of-unit administrators will teach a summer course unless there is no in-unit
99 faculty available and willing to teach the class.

100
101 17.3 No faculty member’s summer assignment shall be arbitrary or unreasonable.
102

103 (a) For the purpose of applying this principle to summer assignments, a summer
104 assignment shall be deemed arbitrary or unreasonable if one or more of the
105 following applies:
106

107 (1) The course assignment was made without consulting the faculty
108 member as per Section 17.2(a), above.
109

110 (2) After consulting the faculty member as per Section 17.2 (a) above,
111 the University Administration did not make a fair and reasonable
112 attempt to accommodate the faculty member’s circumstances. In
113 this regard, the parties recognize the following:
114

115 a. summer assignments are driven primarily by the program
116 and curricular needs of the students in the programs in the
117 department. The preferences and desires of the faculty
118 members are secondary to these program and curricular
119 needs.
120

121 b. not all circumstances can be accommodated, and ~~that~~ the
122 inability to accommodate does not represent an arbitrary or
123 unreasonable assignment.
124

- 125 (3) The course assigned is outside the faculty member's area of
126 expertise.
127
128 (4) The course assigned has never been taught before by the faculty
129 member, unless the faculty member has agreed to teach the course.
130
131 (5) The course has not been taught by the faculty member within the
132 past three (3) years, unless the faculty member has agreed to teach
133 the course.
134
135 (b) If a faculty member believes that his/her summer assignment is arbitrary or
136 unreasonable, he/she should proceed to address the matter through the
137 expedited Neutral Umpire procedures in Appendix "G," which shall be the
138 exclusive method for resolving such disputes.
139
140 (c) Other claims of alleged violations of the Agreement with respect to faculty
141 summer assignments are subject to the Grievance and Arbitration Article.
142
143
144

145 17.4 Compensation.
146

- 147 (a) Summer contracts are separate and distinct from, and supplemental to, the academic
148 year appointment. The faculty member's summer employment contract (with the
149 total FTE and compensation reflected therein) shall be issued after all summer
150 course assignments for the faculty member are finalized.
151
152 (b) For each three-credit-hour course assigned during the summer, a full-time nine (9)
153 month faculty member shall receive 1/8 of his/her regular academic year rate of
154 pay. The regular academic year rate of pay shall be determined as of March 1 of
155 the year in which the summer course is taught so that it incorporates all additions
156 to base pay for that academic year. (This paragraph does not apply to visitors).
157
158 (c) For each four-credit-hour course assigned during the summer, a faculty member
159 shall receive 1/6 of his/her regular academic year rate of pay. The academic year
160 rate of pay shall be determined as of March 1 of the year in which the summer
161 course is taught so that it incorporates all additions to base pay for that academic
162 year. (This paragraph does not apply to visitors).
163
164 (d) Courses that are other than three or four credit hours shall be prorated accordingly.
165
166 (e) Any portion of a summer assignment appointment beyond 1.0 FTE shall be paid
167 from OPS rather than salary dollars. OPS payments do not qualify for retirement

compensation or credit, and no retirement compensation or credit shall be provided for the portion of the faculty member's summer compensation made by OPS payment.

17.5 Priority Policy.

(a) In the event the University Administration elects to assign a second or third summer course to a full-time nine (9) month faculty volunteer in lieu of an adjunct pursuant to Article 17.2 (d), and there are multiple qualified volunteers for a particular assignment, and unless there is a critical curricular or program need within the college or department that can only be filled by the assignment of a particular faculty member, such assignment shall be determined in accordance with the priority policy set forth in this section.

(b) All department faculty members shall be ranked according to their teaching assignments in the past three summers. Those with the lowest total number of credits taught shall be ranked first, those with the next lowest number of credits taught shall be ranked second, those with the next lowest number of credits taught shall follow, etc.

(c) [Moved Up] New faculty and former administrators returned to in-unit status shall be placed at the bottom of the ranking in the order in which they enter or return to the full-time teaching faculty.

(d) For new or former administrator faculty members who will not have had teaching assignments for the past three summers, an average rank will be calculated in which the bottom ranking number (based on date of entry) for any missing years will be averaged with the most recent rank(s).

(e) Ties in the ranking system above shall be broken according to the following priority:

(1) Rank (Senior to Junior)

(2) Years in rank at UNF (including credited years at hire); and

(3) Total years at UNF (Longest to Shortest)

(4) Coin toss in the case of ties

~~(d) New faculty and former administrators returned to a nine-month faculty position shall be placed at the bottom of the priority list in the order in which they enter or return to the full-time teaching faculty.~~

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(e~~f~~) The priority list of faculty members shall be prepared by the Department Chair and made available to faculty members as early in the fall semester as practicable.

ARTICLE 18

EVALUATIONS

WHAT CHANGES ARE PROPOSED

- Housekeeping to create consistent language and terminology throughout Article.
- Reverts back to former evaluation rating categories (e.g., “Satisfactory,” “Above Satisfactory”).
- Deletes criteria referencing “failure to maintain the professional decorum set forth in Article 10.3...” and “working constructively and collaboratively with colleagues and committee members.”
- Deletes restrictive deadlines from evaluation, informal resolution, and grievance process.
- Adds that faculty member may amend their rebuttal statement.
- Clarifies performance evaluation ratings relationship to tenure.

WHY THE CHANGES ARE IMPORTANT

- Clarifies nature and process of evaluation and assessment;
- Reduces reporting burden;
- Aligns rating categories with objective outcomes of performance versus subjective expectations of performance;
- Insures comprehensive assessment;
- Reserves disciplinary assessments for Article 30 (Disciplinary Action and Job Abandonment) and preserves academic freedom;
- Improves accuracy and fairness in evaluation process.

ARTICLE 18
PERFORMANCE EVALUATIONS

18.1 Policy. Annual Evaluations are intended to communicate to a faculty a ~~qualitative~~ an assessment of that faculty member's performance of assigned duties by providing him/her written constructive feedback that will assist in improving the faculty member's performance and expertise.

(a) The performance of a faculty member shall be evaluated at least once annually, with the following exceptions:

(1) faculty members on visiting appointments who have not been reappointed for the following Academic Year

(2) faculty members who have resigned, and

(3) faculty members who have been issued notice of non-reappointment or termination for just cause.

(b) The period of the annual evaluation shall include the previous Summer term and Fall and Spring semesters.

(c) Personnel decisions shall be based on written annual evaluations, provided that such decisions need not be based solely on written faculty performance evaluations.

18.2 Sources of Evaluation.

~~An annual evaluation is a subjective assessment of an individual's performance based on objective criteria. The criteria are useful tools for evaluating overall performance. The annual evaluation is intended to be comprehensive and not based on a single or limited number of sources of information criteria. Therefore, the person responsible for completing the faculty member's annual self-evaluation portfolio of activities and documented information from the following sources: immediate supervisor, peers, students, faculty member/self, other University officials who have responsibility for supervision of the faculty member, and individuals to whom the faculty member may be responsible in the course of a service assignment. Any materials to be used in the evaluation process submitted by persons other than the faculty member shall be shown to the faculty member, who may attach a written response. Any materials that have not been shown to the faculty member cannot be used in the evaluation process. Whenever a single or limited number of sources criteria are deemed controlling, the written evaluation must justify that conclusion.~~

- 44 (a) Faculty Annual ~~Self~~-Evaluation Portfolio. Each faculty member shall submit to
45 his/her chair/~~supervisor~~ an ~~self~~-evaluation portfolio of annual activities in teaching,
46 research/scholarship/creative activities, service, and other University duties for the
47 previous year, ~~and a self-evaluation of the faculty member's performance for that~~
48 ~~year consistent with the provisions of Article 18.4.~~ Each department/unit shall
49 specify the required format and minimum content of the faculty annual ~~self~~-
50 evaluation portfolio; provided, however, the required format and minimum content
51 shall be developed pursuant to the provisions of Article 9 of this Agreement. The
52 faculty annual ~~self~~-evaluation portfolio ~~shall~~ may include any interpretive
53 comments and/or supporting data that the faculty member deems appropriate in
54 evaluating his/her performance for the previous year. It is the intent of this
55 provision to provide the faculty member with a broad opportunity to display his/her
56 performance over the previous year which will allow for a comprehensive annual
57 evaluation.
58
- 59 (b) Observation/Visitation.
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- 61 (1) When a faculty member or a chair/~~supervisor~~ requests a direct classroom
62 observation, the chair/~~supervisor~~ shall notify the faculty member at least
63 two (2) weeks in advance of a two (2) week period within which
64 classroom observation/visitation(s) may occur in connection with the
65 faculty member's annual evaluation. Upon receipt of this notification, the
66 faculty member shall advise his/her chair/~~supervisor~~ regarding any day
67 and time that classroom observation/visitation is not appropriate because
68 of the nature of the class activities scheduled for that day and may suggest
69 a more appropriate date.
70
- 71 (2) If the chair/~~supervisor~~ does not choose to observe/visit the faculty
72 member's classroom on a date suggested by the faculty member, the
73 chair/~~supervisor~~ may as an alternative notify the faculty member at least
74 two weeks in advance of an alternative two (2) week period within which
75 the classroom observation/visitation (s) will occur.
- 76
- 77 (3) A written report of the observation/visitation shall be submitted to the
78 faculty member within two (2) weeks of the observation/visitation. If the
79 observation/visitation involves a course that was assigned to the faculty
80 member with less than four (4) weeks' notice, that fact shall be noted in
81 the report. The faculty member may submit a written reply which shall be
82 attached to the report.
83
- 84 (4) If the faculty member believes the classes observed were not indicative of
85 the faculty member's performance, the faculty member may submit a

written request within one (1) week after receiving the report requesting that the chair/~~supervisor~~ revisit within the next two (2) weeks. A faculty member's request for a chair/~~supervisor~~ revisit may only be submitted once per semester. If a revisit occurs, a written report of the revisit shall be submitted to the faculty member within two (2) weeks of the revisit. The faculty member may submit a written reply which shall be attached to the written report of the revisit. The initial written report and the written report of the revisit, including any written reply from the faculty member, shall be considered in connection with the faculty member's annual evaluation.

(5) Nothing herein shall prohibit any chair/~~supervisor~~ or Administration representative from visiting any classroom for investigative purposes when deemed appropriate by the University President or designee.

(6) Observation/visitation of on-line classroom settings is permitted under the terms of this Article. The chair/~~supervisor~~ shall notify the faculty member of a two (2) week period in which the observation of the online class will occur. The faculty member will provide the chair/~~supervisor~~ with access to the course and will terminate access at the end of the two (2) week period.

(c) Peer Assessment. A faculty member may choose to have a peer or colleague observe/visit the faculty member's classroom and to have an assessment of that observation/visitation included as part of the faculty member's annual ~~self~~-evaluation portfolio. The peer evaluator/colleague may be from any department/unit within the University, a retired colleague, or a colleague in the same discipline from another university. If a classroom visit is made, the peer evaluator/colleague shall visit for at least one (1) entire class session.

(d) University Required Student Evaluations.

(1) The University required student Instructional Satisfaction Questionnaire (or ISQ) is one tool for evaluating teaching performance, and all the required ISQs must be included in the annual ~~self~~-evaluation portfolio. However, the evaluation of a faculty member shall not be based solely or primarily on student evaluations if the faculty member has provided other information or evidence in support of his/her teaching performance.

(2) The ISQ will be administered online during the final three (3) weeks of scheduled instruction before final examinations every Fall and Spring class and in every Summer class, except as provided in Article 17.2 (c)(3). However, courses involving individual instruction such as independent

studies (DIS), internships, practica, and courses with an enrollment of seven (7) or less, shall be excluded from this evaluation instrument. Study abroad courses for which these assessments are not appropriate may be excluded by the instructor from this form of evaluation, in which case an alternative assessment mechanism shall be utilized.

(3) In courses with more than one instructor, all instructors shall be evaluated individually. For combined lecture/lab courses, the lecture and the lab will be evaluated separately, even when they are taught by the same instructor.

(4) Information Technology shall be responsible for the notification to students for completing on-line evaluations. Information Technology shall remind students to complete online evaluations no more than two (2) times per week during the first two (2) weeks, and no more than three (3) times during the last week, of evaluation.

(5) The faculty member shall not have access to the completed surveys until the tabulated results are made available to the faculty member through the FAIR on-line system.

18.3 Evaluation Rating Categories.

(a) Each faculty member shall be evaluated in each area of assigned duties, viz., teaching, scholarship/research/creative activity, and service, consistent with the following rating categories.

~~Meets Expectations~~ Satisfactory

~~Exceeds Expectations~~ Above Satisfactory

~~Far Exceeds Expectations~~ Exemplary

~~Below Expectations~~ Below Satisfactory

~~Unsatisfactory~~ Unsatisfactory

(b) It is the responsibility of the faculty member to provide the department chair/~~unit supervisor~~ with sufficient information to permit the department chair/~~unit supervisor~~ to conduct an effective evaluation of the faculty member's performance of his/her assigned duties. It is expected that the faculty member will provide evidence of his/her accomplishments to serve as a foundation for the rating assigned to those accomplishments. If a faculty member fails to provide evidence of his/her accomplishments, the department chair/~~unit supervisor~~ will complete the

evaluation based on available information as provided in Article 18.2. It is the responsibility of the department chair/~~unit supervisor~~ to make comprehensive assessments of the evidence provided by the faculty member. It is expected that the department chair will take into consideration all available information when completing the evaluation. Each chair/~~supervisor~~ completing a performance evaluation shall articulate sufficient and specific grounds or reasons to substantiate the rating given in each assigned category and to articulate how the faculty member's performance can be improved.

18.4 University Criteria for Annual Performance Evaluations. The annual ~~performance~~ evaluations shall be based upon assigned duties, and shall carefully consider the nature of the ~~assignments~~ assigned duties and the quality of ~~the~~ their performance in the following terms, where applicable:

- (a) Teaching. There are many approaches to and dimensions of pedagogical work. Thus, the evaluation of teaching performance shall consider ~~multiple sources of data that reflect~~ the range of pedagogical activities engaged in by the faculty member. These pedagogical activities may include course design and redesign, instructional delivery, the development of course materials, assessment of student learning, departmental curricula development and revision, advising and mentoring of students, and teaching innovation. Effective teaching involves facilitating student learning, critical thinking, and engagement. To be recognized as an effective teacher requires the faculty member not only demonstrate enhancement of his/her knowledge and skills by engaging in a continuous effort of professional development in his/her discipline, but also requires that the faculty member demonstrate that he/she has used his/her enhanced knowledge and skills to facilitate student learning, critical thinking, and engagement. As part of the annual ~~self~~-evaluation portfolio submitted in accordance with Article 18.2 (a), the faculty member shall include any documentation or information that the faculty member thinks should be taken into account in the completion of his/her ~~performance~~ annual evaluation, including course load, class size and format, and special circumstances such as a leave of absence.

- (1) As part of the annual ~~self~~-evaluation portfolio submitted in accordance with Article 18.2 (a), a faculty member shall include a ~~narrative description and evidence~~ narrative description of the pedagogical activities engaged in during the previous academic year. The portfolio may include descriptions and examples of:

- a. Professional development efforts in teaching (e.g., attending workshops and seminars, consultations on teaching, activities demonstrating continued engagement and mastery of the field).
- b. Substantive revisions of previously offered course(s)/lab(s), for reasons that may include developments in the field, a new edition of a textbook, or course re-design.

- c. Development of new course(s)/lab(s).
- d. Curriculum or program development with colleagues at department or college level.
- e. Incorporation of suggestions that emerge from peer review of one's teaching.
- f. The development of innovative instructional techniques or materials (e.g., distance learning/hybrid courses, textbooks, textbook supplements, or assessment tools).
- g. Authored and published articles on the teaching of his/her discipline.
- h. Clear and effective course design (e.g., syllabi with clearly stated learning outcome objectives and requirements, study guides/notes/overheads/Power Points composed by the faculty member).
- i. Assignments and activities (e.g., homework, papers, projects, readings, labs) that stimulate intellectual interest and promote and advance student learning and critical thinking.
- j. Assessment of student learning (e.g., samples of exams/quizzes, student work, rubrics).
- k. Recognitions and awards for outstanding teaching.
- l. Evaluations from service-learning partners or co-instructors.
- m. University required student evaluations (ISQ's).¹
- n. Optional student evaluations administered by the faculty member.²
- o. Any other documentation or information the faculty member thinks should be taken into account in the completion of his/her teaching performance evaluation.

¹ Required student evaluations are not optional and must be included in the annual self-evaluation portfolio.

² If a faculty member elects to administer other forms of assessing student opinion in addition to those required by the University, the faculty member shall not be required to include the results of those alternative measures in support of his/her evaluation.

- (2) The evaluator must take into account any relevant materials submitted by the faculty member. All ratings shall be based on a comprehensive view of the faculty member's pedagogical activities and performance based on the criteria listed in Article 18.4 (a) (1).
- (3) Rating Structure for Teaching³.
- a. A rating of ~~Meets Expectations~~ Satisfactory will be demonstrated by a satisfactory level of accomplishment based upon the metrics listed in Article 18.4(a)(1) and (2). A faculty member who attains this level will also have successfully met the normal performance standards for teaching which include: meeting classes as scheduled throughout the entire semester; holding the required minimum number of office hours; submitting the required annual self-evaluation portfolio including the teaching narrative by the established deadline; and maintaining the professional decorum set forth in Article 10.3 Academic Responsibility of Faculty Members.
 - b. A rating of ~~Exceeds Expectations~~ Above Satisfactory will be demonstrated by a faculty member exceeding in quantity and/or quality the ~~normal~~ minimum performance standards for teaching of those rated ~~Meets Expectations~~ Satisfactory.
 - c. A rating of ~~Far Exceeds Expectations~~ Exemplary will be demonstrated by a faculty member exceeding in quantity and/or quality the expectations for teaching of those rated ~~Exceeds Expectations~~ Above Satisfactory.
 - d. A rating of ~~Below Expectations~~ Below Satisfactory will be demonstrated by a faculty member failing to meet the ~~normal~~ minimal performance standards of teaching of those rated ~~Meets Expectations~~ Satisfactory, ~~including failing to maintain the professional decorum set forth in Article 10.3 Academic Responsibility of Faculty Members.~~
 - e. A rating of Unsatisfactory will be demonstrated by a faculty member engaging in practices that are detrimental to educating students. Such practices may include failing to revise courses when necessary, failing to teach a significant portion of the content of the course as described in the official course description, missing classes or finishing a course prior to the official end of term without

³ The rating structure presented here is intended to serve as a model. The relative weighting of the criteria to be evaluated may be determined as specified in Article 9, Guidelines for Application of University Criteria.

justification, persistent and justified student complaints, erratic and/or unprofessional classroom behavior, ~~or failure to submit the required annual self-evaluation portfolio including the teaching narrative by the established deadline, or failing to maintain the professional decorum set forth in Article 10.3 Academic Responsibility of Faculty Members.~~

- (b) Research/Scholarship/Creative Activity. The annual evaluation shall include consideration of the quality and quantity of the faculty member's research/scholarship/creative activity which is a measure of the faculty member's contributions to the discovery, integration, or application of new knowledge, and other forms of creative activity, which is appropriately related to the faculty member's discipline. An evaluation of quality will include an evaluation both of the publication/creative contributions and of the medium in which the work is published/presented.

- (1) Evidence of research/scholarship and other creative activity may include, but not be limited to:
- a. Published books
 - b. Chapters in books
 - c. Articles and papers in academic and/or professional journals
 - d. Musical compositions
 - e. Paintings and sculpture
 - f. Works of performing art
 - g. Major grant proposals, grants and patents received
 - h. Papers presented at meetings of academic and/or professional societies
 - i. Reviews, research, and/or creative activity that has not yet resulted in publication, display, or performance.
 - j. Any other research/scholarly/creative activities demonstrably related to the faculty member's discipline.

- 340 (2) If the faculty member's discipline has a published or professionally
341 acknowledged hierarchy of research outlets, and the chair/~~supervisor~~
342 intends to use that hierarchy, faculty in the discipline must agree and the
343 chair/~~supervisor~~ must communicate this and allow at least one year for
344 faculty to adjust their publication planning before the hierarchy is used in
345 evaluation.
346
- 347 (3) The University recognizes community-based research to be of value and
348 that it should be considered during the annual ~~performance~~-evaluation.
349
- 350 (4) Rating Structure for Research/Scholarship/Creative Activity.⁴ All ratings
351 shall be based upon a comprehensive review of the faculty member's
352 scholarly contributions as listed in Article 18.4 (b)(1).
353
- 354 a. A rating of ~~Meets Expectations~~ Satisfactory will be based upon a
355 satisfactory level of scholarship that may be attained by a
356 faculty member completing a work applicable to the
357 discipline; making substantive and verifiable improvements to
358 or progress on a long-term project or a work-in-progress as part of
359 an ongoing agenda of research/scholarship/creative activity; receipt
360 of internal contracts and grants in support of the faculty member's
361 research; and/or presentation of the faculty member's scholarship in
362 venues appropriate to the discipline. Submission of the
363 required annual self-evaluation portfolio by the established
364 deadline and maintaining the professional decorum set forth
365 in ~~Article 10.3 Academic Responsibility of Faculty Members~~
366 is also expected.
367
- 368 b. A rating of ~~Exceeds Expectations~~ Above Satisfactory will be based
369 upon scholarly contributions or creative activities listed in Article
370 18.4(b)(1) that exceed in quality and/or quantity those contributions
371 rated Meets Expectations. Such a rating may be attained by a faculty
372 member completing and having a new scholarly or creative work
373 appropriate to the discipline accepted for publication, performance,
374 or juried show; receipt of local contracts and grants in support of
375 the faculty member's research; submitting a major external grant
376 proposal of high quality; presenting by invitation scholarly works at
377 major conferences or other relevant and well-respected venues; or
378 completing other scholarly or creative activities that exceed in
379 quality and/or quantity those contributions rated ~~Meets~~
380 ~~Expectations~~ Satisfactory.

⁴ The rating structure presented here is intended to serve as a model. The relative weighting of the criteria to be evaluated may be determined as specified in Article 9, Guidelines for Application of University Criteria.

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- c. A rating of ~~Far Exceeds Expectations~~ Exemplary will be based upon scholarly contributions or creative activities listed in Article 18.4(b)(1) that exceed in quality and/or quantity those contributions rated ~~Exceeds Expectations~~ Above Satisfactory. Such a rating may be attained by a faculty member having peer-reviewed publication(s) or creative work(s) of high quality appropriate to the discipline; submitting a patent application; receiving a patent; receiving a major external grant of high quality; receiving prestigious and competitive awards, grants, or fellowships; or developing and implementing a major community based/applied research program based upon the faculty member's scholarly expertise.
 - d. A rating of ~~Below Expectations~~ Below Satisfactory will be based upon scholarly contributions or creative activities that demonstrate a less than satisfactory level of accomplishment in the items listed in Article 18.4(b)(1). Such a level may be attained by a faculty member failing to meet the standards of those rated ~~Meets Expectations~~ Satisfactory, including failing to make sufficient progress on research/scholarship/creative activities, or failing to submit the required annual self-evaluation portfolio by the established deadline, ~~or failing to maintain the professional decorum set forth in Article 10.3 Academic Responsibility of Faculty Members.~~
 - e. A rating of Unsatisfactory performance will be demonstrated by a faculty member not providing evidence of ongoing research/scholarship/creative activity; failing to demonstrate any progress in advancing his/her scholarly agenda since his/her last performance evaluation; failing to develop a viable proposal to initiate scholarship that demonstrates the potential of the faculty member to make the meaningful scholarly or creative contributions expected of all faculty members, or including failing to submit the required annual self-evaluation portfolio by the established deadline, ~~or failing to maintain the professional decorum set forth in Article 10.3 Academic Responsibility of Faculty Members.~~
- (c) Service both within the University and public service that extends professional or discipline-related contributions to the local community; the State, public schools, or the national and international community will be recognized.
- (1) University service includes participation in the governance process of the

institution by serving on departmental, college, school, and University-wide committees and councils.

(2) Public service includes contributions to scholarly and professional conferences and organizations and positions on boards, agencies, and commissions that benefit such groups.

(3) Service as UFF-UNF President, service on the UFF-UNF bargaining team, or as an official UFF-UNF grievance representative shall be recognized as important service, but shall not be otherwise evaluated.

(4) Service Rating Structure.⁵ All ratings will be based upon a comprehensive review of the faculty member's service contribution based on the metrics in Article 18.4 (c)(1), (2), and (3).

a. A rating of ~~Meets Expectations~~ Satisfactory may be attained by a faculty member fully participating in departmental activities; serving on at least one departmental, college, University, or UFF-UNF committee; ~~working constructively and collaboratively with colleagues and committee members~~; making meaningful contributions to the faculty member's professional society/association(s); and submitting the required annual self-evaluation portfolio by the required deadline; ~~and maintaining the professional decorum set forth in Article 10.3 Academic Responsibility of Faculty Members.~~

b. A rating of ~~Exceeds Expectations~~ Above Satisfactory may be attained by a faculty member providing a significant commitment of time and energy to activities such as reviewing manuscripts; or membership on multiple committees, programs and/or accreditation reviews for departmental conferences. These contributions will exceed the expected participation in regular departmental, college, and University meetings and will exceed in quality or quantity the contributions of those rated ~~Meets Expectations~~ Satisfactory.

c. A rating of ~~Far Exceeds Expectations~~ Exemplary may be attained by a faculty member providing an extraordinary commitment of time and energy to activities such as ongoing contributions to the community; leadership of major committees or task forces; professional service by acting as grant panelist, conference planner, and/or coordinator. These contributions will far exceed the expected participation in regular departmental, college, and University meetings, and will exceed in

⁵ The rating structure presented here is intended to serve as a model. The relative weighting of the criteria to be evaluated may be determined as specified in Article 9, Guidelines for Application of University Criteria.

quality or quantity the contributions of those rated ~~Exceeds Expectations~~ Above Satisfactory.

d. A rating of ~~Below Expectations~~ Below Satisfactory will be attained by a faculty member who has devoted some time to service, but has failed to meet the standards of those rated ~~Meets Expectations~~ Satisfactory.

e. A rating of Unsatisfactory will be demonstrated by a faculty member consistently failing to engage in service activities as specified in Article 18.4 (c), or failing to submit the required annual self-evaluation portfolio by the established deadline, ~~or failing to maintain the professional decorum set forth in Article 10.3 Academic Responsibility of Faculty Members.~~

18.5 Annual Evaluation Process.

(a) The chair/~~supervisor~~ shall provide to his/her department faculty the form or format for submission of a faculty member's annual self-evaluation portfolio no later than April 1. The student evaluations of classroom instruction shall be provided to the faculty member no later than May 15.

(b) Each faculty member shall submit to his/her chair/~~supervisor~~ the faculty member's annual self-evaluation portfolio no later than June 1. If a faculty member fails to provide his/her annual self-evaluation portfolio by this date, his/her chair shall proceed to complete the faculty member's annual evaluation without that information, unless the chair has extended the deadline based on extenuating circumstances that justify the extension.

(c) The chair/~~supervisor~~ shall complete the annual evaluation taking into account the faculty member's annual self-evaluation portfolio and other sources of evaluative information referenced in Article 18.2, the University's criteria for annual evaluations referenced in Article 18.4, and the guidelines for application of University criteria pursuant to Article 9.

(d) The chair/~~supervisor~~ shall provide the faculty member with written constructive feedback that is designed to assist the faculty member in improving his/her performance and expertise, and shall endeavor to identify any major performance deficiencies.

(e) The chair's/~~supervisor's~~ annual written evaluation, with an attached copy of the faculty member's annual self-evaluation portfolio and the annual assignment for the year being evaluated, shall be provided to the faculty member no later than July 15. If the faculty member will be inaccessible by e-mail, that faculty member shall notify his/her chair in advance so that an alternative means of delivery can be

identified.

- (f) A form entitled “Acknowledgment of Receipt of Evaluative Materials” will accompany the annual written evaluation. The faculty member shall complete this form and return it to his/her chair/supervisor no later than September 15. Completion and submission of this form only acknowledges receipt of the annual evaluation and does not waive the faculty member’s right to contest the annual evaluation. ~~However, if the Acknowledgment of Receipt of Evaluative Materials is not returned by September 1, the faculty member is deemed to agree with the evaluation and waives all rights to contest the evaluation.~~
- (g) If the faculty member disagrees with the content of his/her evaluation, when submitting the Acknowledgment of Receipt of Evaluative Materials the faculty member ~~shall~~ may attach a ~~concise~~ rebuttal statement to the Acknowledgment of Receipt form. ~~and. The A faculty member may request the opportunity to discuss the their annual evaluation with the evaluator prior to it being finalized and placed in the faculty member’s evaluation file. If requested, The evaluator shall meet with faculty member to discuss areas of disagreement prior to finalizing the annual evaluation.~~
- (h) A finalized copy of the annual evaluation, signed by the evaluator, shall be provided to the faculty member no later than October 15. If so desired, the faculty member, upon receiving the receipt of the finalized copy, may amend their rebuttal statement. The date the faculty member receives a finalized copy of the annual evaluation from the person performing the annual evaluation shall commence the time period specified in Article 31 for filing a grievance.
- (i) The faculty member may request, in writing, a meeting with an administrator at the next higher level to discuss concerns regarding the annual evaluation that were not resolved in previous discussion with the evaluator. ~~No material will be considered that was not timely submitted by the June 1 deadline.~~ A faculty member’s written request to meet with an administrator at the next higher level to discuss concerns regarding the finalized annual evaluation shall not toll the time period specified in Article 31 for filing a grievance.

18.6 Evaluation File.

- (a) Policy. There shall be one (1) official evaluation file. When annual evaluations and other personnel decisions are made, other than for tenure, promotion, and discipline, the only documents that shall be considered are those described in Article 18.2 and other documents that are referenced in the official evaluation file. All such documents shall bear the date of receipt by the custodian.
- (1) A notice specifying the location of faculty evaluation files and the identity

of the custodian of the files shall be posted in each department/unit. A dated copy of all documents used in the assignment and evaluation process, other than evaluation for tenure or promotion, and excluding course materials, publications, public speeches/presentations, or papers presented at conferences, regardless of format, shall reside in this file.

(2) Documents shall be placed in the evaluation file by the University Administration within a reasonable time after receipt. The faculty member shall be promptly notified regarding any documents being placed in his/her evaluation file.

(3) No adverse employment action shall be taken against a faculty member based upon material in the faculty member's evaluation file that has not been promptly provided to the faculty member or to which the faculty member has not had an adequate opportunity to attach a response.

(b) Access. A faculty member may examine the evaluation file, upon reasonable advance notice, during regular business hours under such conditions as are necessary to ensure its integrity and safekeeping.

(1) Upon timely written notification to the chair/~~supervisor~~, a faculty member may paginate with successive whole numbers the materials in the file, and may attach a ~~concise~~ statement in response to any item therein. The University Administration also has the right to paginate the materials in the file and shall notify the faculty member when that pagination will take place.

(2) Upon written or emailed request, a faculty member shall be provided one (1) free copy of any material in the evaluation file. Additional copies may be obtained by the faculty member upon the payment of a reasonable fee for photocopying.

(3) A person designated by the faculty member may examine that faculty member's evaluation file with the written authorization of the faculty member concerned, and subject to the same limitations on access that are applicable to the faculty member.

(c) Indemnification. The UFF agrees to indemnify and hold the Trustees, its officials, agents, and designees harmless from and against any and all liability for any improper, illegal, or unauthorized use by the UFF, its officials, agents, and designees, of information contained in such evaluation files.

(d) Anonymous Material. There shall be no anonymous material in the evaluation file except for numerical summaries of student evaluations that are part of a regular

evaluation procedure of classroom instruction and/or written comments from students obtained as part of that regular evaluation procedure. If written comments from students in a course are included in the evaluation file, all of the comments obtained in the same course must be included.

(e) Peer Evaluation Committee. The faculty of a department may develop a procedure for peers to evaluate the performance of faculty members provided that the development of such procedure must be accomplished in accordance with the provisions of Article 9 of this Agreement. This procedure shall identify how departmental faculty will be involved in the process, how the faculty member will receive feedback on the peer evaluation, and whether the evaluation will be included in the faculty member's official evaluation file.

(f) Removal of Contents. The University Administration shall promptly remove from the file materials shown to be contrary to fact with the concurrence of UFF. This section shall not authorize the removal of materials from the evaluation file when there is a dispute concerning a matter of judgment or opinion rather than fact. Materials may also be removed pursuant to the resolution of a grievance.

(g) Use of Evaluative Material.

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

(2) In the event a grievance is filed, the University Administration, the UFF grievance representatives, the arbitrator, and the grievant shall have the right to use, in the grievance proceedings, copies of materials from the grievant's evaluation file.

18.7 Proficiency in Spoken English. Pursuant to Section 1012.93, Florida Statutes, faculty members involved in classroom instruction must be proficient in the oral use of English. Such oral use proficiency may be demonstrated by achievement of a satisfactory grade on the "Test of Spoken English" of the Educational Testing Service or a similar test approved by the State Board of Education.

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

18.9 Remediation

(a) It is recommended that any faculty member who has received a less than ~~Meets Expectations~~ Satisfactory teaching evaluation obtain the services of the Office of Faculty Enhancement (OFE).

(b) It is required that any faculty member who has received a second less than ~~Meets Expectations~~ Satisfactory teaching evaluation obtain the services of OFE. In addition, the faculty member shall be required to develop a plan of improvement, in conjunction with his/her chair/supervisor. Any faculty member required to develop a plan of improvement under this section shall be subject to the classroom observation/visitation provisions of Article 18.2 (c).

18.10 Relationship to Tenure. The annual ~~performance~~ evaluation received by a faculty member is intended to assist the faculty member in improving his or her performance and expertise. A faculty member's annual ~~performance~~ evaluations are taken into account as part of the tenure evaluation process, but the annual evaluations are separate and distinct from the tenure decision. Tenure is a prestigious award that is reserved for a faculty member who has demonstrated a history of excellence in the performance of his or her duties and responsibilities. Tenure is therefore a cumulative view of the faculty member's total contribution to the academy during the period prior to tenure being awarded. By contrast, the annual evaluation is only a one year measure of performance. Therefore, a rating of ~~Meets Expectations~~ Satisfactory on an annual performance evaluation is not necessarily reflective of successful progress toward tenure. Similarly, a rating below satisfactory on an annual performance evaluation is not necessarily reflective of inadequate progress toward tenure. However, consistent ratings of ~~Exceeds Expectations~~ Above Satisfactory ~~above~~ may reflect adequate progress toward tenure.

18.11 Sustained Performance Evaluation. A faculty member employed by the University for five (5) or more years following the award of tenure or his/her most recent promotion, who has received a rating of less than ~~Meets Expectations~~ Satisfactory two (2) or more times in a given category during the previous five (5) years, must develop a performance improvement plan which is subject to the approval of the faculty member's chair/supervisor.

ARTICLE 21

LIBRARY

WHAT CHANGES ARE PROPOSED

- Adds text from Appendix H to Article 21.
- Incorporates multi-year contracts.
- Clarifies description of creative and/or scholarly activities in addition to service and primary responsibilities.

WHY THE CHANGES ARE IMPORTANT

- Appendix H was intended to be included in Article 21 during the last bargaining session, but due to time constraints was added as a supporting document instead.
- Multi-year contracts is in line with Article 22 proposal.
- As more faculty librarians participate in creative and/or scholarly activity as well as service, the need for support and recognition of these activities has increased in order to make faculty librarians more in-line with teaching faculty.

ARTICLE 21

PROMOTIONS AND EVALUATION FOR LIBRARY FACULTY

21.1 Policy.

(a) Promotion decisions shall be based upon established University promotion criteria and library guidelines for application of those criteria pursuant to Article 9. Such decisions shall reflect assessments that are not merely a totaling of a library faculty member's annual performance evaluations but an assessment of the library faculty member's performance since his/her last promotion or since his/her hiring (if there is no previous promotion). The rating of Meets Expectation on an annual performance evaluation is not necessarily reflective of successive progress toward promotion. In addition, such decisions shall reflect a demonstration of the library faculty member's potential for growth and continuing contributions to the University and profession by means of the library faculty member's written statement articulating an agenda for continuing growth and development. If there has been no previous UNF promotion, the promotion decision shall also include an assessment of the library faculty member's applicable accomplishments at other institutions.

(b) Library faculty members who have been evaluated as meeting the criteria for promotion pursuant to the procedures contained herein shall be promoted.

(c) Promotion criteria and library guidelines for application of those criteria pursuant to Article 9 shall be available in the main office of the library, as well as provided to the UFF-UNF President. Each library faculty member shall be provided a copy of the University promotion criteria and the guidelines for application of those criteria under which he/she shall be evaluated.

21.2 Promotion Eligibility.

(a) Promotion shall be through the Library, and library faculty members shall carry their rank with them if they change units within the Library.

(b) To be eligible to apply for promotion, a library faculty member must have completed the following minimum number of years of full-time duties:

(1) Assistant University Librarian to Associate University Librarian — ~~a total of five (5) years of professional library experience, with no less than three~~ (3) years in rank at UNF.

(2) Associate University Librarian to University Librarian — ~~a total of nine (9) years of professional library experience, with no less than two (2) years at~~

UNF, four (4) years, with no fewer than three (3) years in rank at UNF.

(c) Credit for ~~the number of years~~ a maximum of one year of full-time duties in rank shall be determined at the time of appointment by the Provost and Vice President for Academic Affairs and shall be specified in the employment contract.

(d) Ranks at the Associate University Librarian and University Librarian levels are continuous multi-year appointments as defined in Article 12.8. Associate University Librarian is a three (3) year appointment. University Librarian is a five (5) year appointment.

(e) Library faculty are not required to seek promotion. There is no penalty for an Librarian's unsuccessful bid for promotion.

21.3 University Criteria for Promotion. The decision to award a promotion to a library faculty member shall be a result of his/her meritorious performance and shall be consistent with the University's promotion criteria and library guidelines for application of those criteria pursuant to Article 9. These judgments of excellent or outstanding performance are complex. They 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.

(a) The library faculty member's accomplishments elsewhere which are applicable to the UNF promotion criteria shall be considered in addition to his/her performance during his/her service at the University.

(b) Promotion Criteria.

(1) Promotion from Assistant University Librarian to Associate University Librarian requires that the candidate be excellent in performing his/her assigned duties and show evidence of professional and intellectual accomplishments contributing to the University and the profession.

(2) Promotion from Associate University Librarian to University Librarian requires that the candidate must be outstanding in performing his/her assigned duties and show evidence of substantial professional and intellectual accomplishments that contribute to the University and the profession.

(3) Assessment of excellent or outstanding performance shall be the responsibility of the library Promotion Committee and shall be based on documentation provided by the librarian in his/her Promotion Dossier.

(a) ~~Meritorious~~ Performance of assigned duties (excellent performance in the

87 case of promotion to Associate University Librarian and outstanding
88 performance in the case of promotion to University Librarian) is evidenced
89 by showing increasing responsibility and continuing growth in the
90 profession, ~~successfully applying the library faculty member's knowledge~~
91 ~~of library science in the development and organization of the library~~
92 ~~collection, and/or facilitating the use of library services and resources by~~
93 ~~the University community~~ knowledge of librarianship. For promotion from
94 Associate University Librarian to University Librarian, the performance of
95 assigned duties must be more meritorious than that which resulted in the
96 library faculty member's promotion from Assistant University Librarian to
97 Associate University Librarian. Each faculty member shall have a unique
98 balance of primary activities as determined by their supervisor, job
99 description, and annual assignments.

100
101 (b) ~~Demonstrating professional and intellectual accomplishments that~~
102 ~~contribute to the University and the profession~~ Continuing contributions of
103 service (excellent performance in the case of promotion to Associate
104 University Librarian and outstanding performance in the case of promotion
105 to University Librarian) is evidenced by professional development
106 ~~contributions, creative contributions, and a record of active participation in~~
107 ~~University governance through committees and otherwise or a record of~~
108 ~~active service to one's professional discipline and the broader public which~~
109 ~~may occur at the, as well as a record of active service to librarianship and~~
110 ~~the broader community at the local, state, national and international levels.~~
111 ~~For promotion from Associate University Librarian to University Librarian,~~
112 ~~these contributions must be greater than those which resulted in the library~~
113 ~~faculty member's promotion from Assistant University Librarian to~~
114 ~~Associate University Librarian.~~

115
116 (c) Scholarly and/or creative activity (excellent performance in the case of
117 promotion to Associate University Librarian and outstanding performance
118 in the case of promotion to University Librarian) is evidenced by creative
119 contributions and products of intellectual activity.

120
121
122 (c) The promotion decision shall also take into account the following:

- 123
124 (1) ~~Whether the candidate has~~ Must have a master's degree in library science
125 from an American Library Association (ALA) accredited school ~~and~~
126 ~~conforms to the other requirements set by UNF;~~
127
128 (2) annual assignments and annual performance evaluations;
129

(3) at least two letters of external evaluation addressing the candidate's service or scholarly/creative activity;

(4) the contributions the faculty member has made to the Library and University based upon his/her entire record of performance, service and scholarly/creative activity over the period since his/her promotion (or if there has been no previous UNF promotion, over the faculty member's entire period of service at UNF);

(5) ~~(3) whether the library faculty member has engaged in a pattern of behavior that disrupts or obstructs the orderly and effective functioning of the unit, the Library, or University. Documentation of such disruptive or obstructive behavior must be made in a timely manner and placed in the library faculty member's evaluation file. This section shall not be construed or used to limit the library faculty member's right to exercise his/her academic freedom.~~

21.4 Changes in University Promotion Criteria or Library Guidelines for Application of University Promotion Criteria

- (a) The library faculty and supervisors shall periodically review library guidelines for application of those criteria pursuant to Article 9.
- (b) Changes in University promotion criteria or in library guidelines for application of those criteria shall not become effective until one (1) year following adoption of the changes, unless mutually agreed to in writing by the UFF-UNF President and the University President or designee. The date of adoption shall be the date on which the University President or designee approves the changes.
- (c) Library faculty members shall be evaluated for promotion under the criteria that exist as of the deadline by which the library faculty member is required to notify his/her supervisor that he/she is a candidate for promotion. However, if new or changed University promotion criteria or library guidelines for application of those criteria have been adopted within three (3) years preceding the deadline, the library faculty member may elect to be evaluated under the promotion criteria that existed prior to such addition or change. The election must be made not later than the deadline by which the library faculty member is required to notify his/her supervisor that he/she is a candidate for promotion.

21.5 Progress Toward Promotion.

- (a) Beginning with the second year of employment, a library faculty member may request in writing an appraisal regarding his/her progress toward promotion.

- 173
- 174 (b) The appraisal shall be a separate component of the annual evaluation and is
- 175 intended to provide assistance and counseling to the library faculty ~~members~~
- 176 member to help him/her ~~them~~ achieve promotion. The appraisal will be submitted
- 177 on the Library Faculty Annual Promotion Appraisal Form (Appendix H-3).
- 178
- 179 (c) The supervisor's appraisal shall specify whether the library faculty member is
- 180 making appropriate and satisfactory progress toward achieving promotion
- 181 according to library guidelines for application of University's promotion criteria.
- 182 The supervisor shall mention any deficiency in the library faculty member's
- 183 performance that the supervisor believes may adversely affect the library faculty
- 184 member's ability to achieve promotion.
- 185
- 186 (d) If the appraisal identifies a deficiency in the library faculty member's performance,
- 187 the supervisor shall make timely relevant recommendation(s) for improvement.
- 188
- 189 (e) The library faculty member's higher-level supervisors up to and including the Dean
- 190 of the Library shall also review and approve the promotion appraisal.
- 191
- 192 (f) ~~(e)~~ The library faculty member may request, in writing, a meeting with an
- 193 administrator at the next higher level to discuss concerns regarding the promotion
- 194 appraisal that were not resolved in previous discussion with the evaluator.
- 195
- 196 (g) ~~(f)~~ The appraisals are not binding upon the University.
- 197

198 21.6 Initiation of the Promotion Process.

199

- 200 (a) The promotion process begins when the Dean or comparable supervisor notifies the
- 201 faculty member of his/her eligibility for promotion or the faculty member provides
- 202 the Dean or comparable supervisor written notification of candidacy.
- 203
- 204 (b) Candidates for promotion shall be provided a copy of the Library promotion
- 205 procedures checklist and a copy of library guidelines for application of the
- 206 University promotion criteria for library faculty and any other necessary materials,
- 207 information, and forms.
- 208
- 209 (c) The Dean or designee shall advise the candidate in the preparation of the promotion
- 210 dossier.
- 211

(d) Promotion Dossier.

(1) The candidate shall be responsible for ensuring that all pertinent information is included in the promotion dossier and for ensuring that the dossier is complete.

(2) The only documents that may be considered in making a promotion recommendation are those contained or referenced in the promotion dossier. Documents shall not be placed in protective sheets inside the dossier.

~~(3) The promotion dossier should include, to the greatest extent possible, all relevant data that would inform the Library Promotion Committee of the candidate's activities and accomplishments throughout his/her professional career. As a tangible representation of the entire professional career of the candidate, the promotion dossier shall include those items that will demonstrate meritorious performance of assigned duties (excellent performance in the case of promotion to Associate University Librarian, outstanding performance in the case of promotion to University Librarian), professional and intellectual development, creative accomplishments, contributions to the University, the community, or the profession, and other evidence that would normally qualify the candidate for promotion.~~

(3) The promotion dossier shall consist of a 1.5 inch summary binder plus any other evidence the candidate chooses to present to support his/her candidacy.¹ The candidate shall ensure that the 1.5 inch summary binder dossier includes all of the following materials in the order specified.

a. a cover/title page

b. a table of contents listing each document in the promotion dossier

c. ~~UNF Library Promotion Application Form Checklist of Required Documents and Review Statement~~ a signed statement by the candidate attesting to the accuracy of the information included in the promotion dossier

d. a copy of library guidelines for application of the University promotion criteria

e. the candidate's resume/curriculum vitae

¹ If an approved electronic format of dossier becomes available, they will be acceptable for this process.

- f. ~~a copy of the candidate's annual assignments (past and current UNF job descriptions) in reverse chronological order. the candidate's past and current UNF assigned activities.~~ (Inclusion of past professional job descriptions at other institutions is optional.)
- g. ~~a copy of all the candidate's UNF annual evaluations in reverse chronological order.~~ (Inclusion of other evaluations from professional appointments elsewhere is optional.)
- h. a summary and discussion by the candidate of their career, service, and scholarly activity that shows growth as a librarian and professional aspirations.
- i. letters of support from librarians, other faculty members, or external reviewers. all letters received from librarians or other faculty members, which are submitted by the deadline. These letters
1) at least two professional external recommendation letter is required
2) all letters of support are intended to focus solely on the candidate's execution of his/her assigned duties and professional and intellectual accomplishments that demonstrate contributions to the University and the profession, service, and scholarly and/or creative activities. Only the portions of the letters that focus on the candidate's execution of assigned duties ~~and professional and intellectual accomplishments, service, and scholarly and/or creative activities~~ shall be considered in the promotion recommendations and decision.
- ~~j. i-~~ any optional materials the candidate chooses to include addressing his/her qualifications for promotion (such as a ~~statement of qualifications~~ list of courses taught and frequency, transcripts of academic course work completed after the master's degree in library science, letters of ~~reference and commendations, continuing education certificates,~~ or other items that the candidate deems pertinent).
- ~~k. j-~~ copies of the supervisor's annual promotion appraisals, if applicable.
- ~~l. k-~~ a listing of documents added to the dossier by authorized individuals as per this Article after commencement of consideration of the dossier. The listing shall be added to the table of contents by the individual who requested the additional document(s), referencing

the date, and the reasons why such document(s) were included.

m. a section for the insertion of the assessments and recommendations of the candidate's supervisor, the Library Promotion Committee, the Dean of the Library, the Provost and Vice-President of Academic Affairs, and the President

~~m. Summary of Statements Document (the page recording the decisions and signatures)~~

(5) Alterations to the Promotion Dossier

a. Once the dossier has been compiled by the candidate and submitted to the Chair of the Library Promotion Committee, no material shall be removed from the promotion dossier. However, the Dean of the Library or the Provost shall remove materials proven to be contrary to fact, or in violation of this Agreement. This section shall not authorize the removal of materials from the promotion dossier when there is a dispute concerning a matter of judgment or opinion rather than fact.

b. Once the dossier has been compiled by the candidate and submitted to the Chair of the Library Promotion Committee, the candidate may not introduce new information into the dossier but may update information already in the dossier.

c. No materials shall be added to the promotion dossier after this point without the candidate's consent, except:

1. the written assessments and recommendations of the Library Promotion Committee and administrators who are charged with making recommendations regarding the candidate's promotion application, and the candidate's response to these, if any;

2. clarification, documentation, or validation of assertions made by the candidate in the dossier, when requested in writing by the Chair of the Library Promotion Committee;

3. information as specified in Section 21.6(d)(4) above, which may have been inadvertently omitted; and

4. timely submitted letters from librarians or other faculty members as provided in Section 21.6(d)(4) j ~~h~~.

d. No candidate shall be required to provide additional information or materials not referenced in Section 21.6(d)(4) or 21.6(d)(5)c., above, nor shall the candidate be penalized or disadvantaged for refusing to provide such information or materials.

e. Prior to the consideration of the candidate's promotion dossier and at any point in the review process, the candidate shall have the right to review the contents of the promotion dossier and may attach a brief and concise response to any materials therein.

f. If any material is added to or changed in the dossier after the commencement of consideration, the date shall be recorded on the material, and a copy shall be sent to the candidate within five (5) days by personal delivery. The candidate may attach a brief response within five (5) days of his/her receipt of the added or changed material. The promotion dossier shall not be forwarded until either the candidate submits a response or five (5) days have elapsed from the date of receipt of the additional or changed materials by the candidate.

(6) Except by consent of the candidate, there shall be no anonymous material in the promotion dossier except for numerical summaries of student evaluations that are part of the regular evaluation procedure of classroom instruction and/or written comments from students obtained as part of that regular evaluation procedure. If written comments from students in a course are included in the promotion dossier, all of the comments obtained in the same course must be included.

(7) The contents of the promotion dossier shall only be available for inspection by the candidate, the candidate's representative, University officials who use the information in carrying out their responsibilities, and the Library Promotion Committee, which is charged with the responsibility of evaluating the candidate's performance.

21.7 Promotion Review and Recommendation Procedures. ~~The Library shall establish a Library Promotion Committee which, except as provided below, shall be composed of five (5) professional library faculty members of Associate or University Librarian rank, with representatives from both the Public Services Division and the Technical Services Division. At least three (3) of the Committee members shall be at the rank of University Librarian, unless there are not three (3) University Librarians available to serve. In that event, the Dean of the Library shall appoint sufficient additional~~

members to the Committee from among faculty holding the rank of Professor from a list submitted by the Library faculty. The submitted list shall consist of three (3) times the number of Professors as vacant positions on the Committee. The term of office for each member on the Committee shall be two (2) academic years. No candidate being considered by the Committee for promotion may serve on the Committee. Only Library faculty members holding the rank of University Librarian or Professor shall vote on cases of promotion to University Librarian. The only documents that shall be considered in making a promotion recommendation are those contained or referenced in the promotion dossier. Recommendations for the awarding of promotion shall include the following levels of review:

(a) ~~The only documents that shall be considered in making a promotion recommendation are those contained or referenced in the promotion dossier.~~

(b) ~~The candidate shall be notified of the recommendation on his/her promotion application at every level and shall be able to withdraw without prejudice until the date on which the dossier is scheduled to go forward. At the candidate's option, the candidate may meet with the Dean of the Library, the Provost and Vice President for Academic Affairs, or the President to discuss the candidate's qualifications for promotion, the procedures used in consideration of the candidate's case, and any recommendations.~~

(c) ~~Recommendations for the awarding of promotion shall include the following levels of review:~~

(1) Supervisor

a. Upon receiving the candidate's Library Promotion Application Form, the supervisor shall deliver the form to the Dean of the Library by the date in the promotion schedule. The Dean of the Library shall ensure that the candidate has the current library guidelines for application of the University promotion criteria.

b. After delivering the candidate's Library Promotion Form to the Dean of the Library, the supervisor shall submit a written assessment of the candidate's qualifications with reference to the University's promotion criteria for library faculty and library guidelines for application of those criteria and shall make a positive or a negative recommendation.

c. The supervisor shall ~~meet with the candidate to~~ give the candidate a copy of his/her written assessment and recommendation, prior to sending a copy to the Library Promotion Committee chair, to be shared with the other members of the committee and the Dean of the Library.

- d. The candidate shall have five (5) days from receipt of the supervisor's assessment and recommendation to submit a written response. The candidate's response, if any, shall be included in the promotion dossier.

(2) Library Promotion Committee

- a. The Library shall establish a Library Promotion Committee which, except as provided below, shall be composed of five (5) professional library faculty members of Associate or University Librarian rank, with representatives from both the Public Services Division and the Technical Services Division. Only Library faculty members holding the rank of University Librarian shall vote on cases of promotion to University Librarian.

- ~~b. a.~~ Upon including the supervisor's recommendation and his/her written response, if any, the candidate shall submit the dossier to the Library Promotion Committee chair.

- ~~c. b.~~ The Library faculty shall establish in library guidelines provisions governing the composition and conduct of the Library Promotion Committee.

- ~~d. e.~~ The Library Promotion Committee's function shall be to review each candidate's promotion dossier, to provide a separate written assessment of the candidate's qualifications for promotion, and to provide an objective professional written recommendation to the Dean of the Library. This written assessment and recommendation, which shall become a part of the candidate's promotion dossier, shall include a description of the Committee's procedures, a discussion of the candidate's qualifications for promotion with reference to the University promotion criteria and library guidelines for application of those criteria, and the result of the vote taken by the Committee. The vote shall be conducted in a lawful manner which is intended to assure a free and voluntary exercise of choice.

~~e. d.~~ The Library Promotion Committee shall forward a copy of its assessment and recommendation to the candidate, who shall have five (5) days from receipt to submit a written response. The candidate's response, if any, shall be included in the promotion dossier.

~~f. e.~~ The Library Promotion Committee shall not forward the promotion dossier to the Dean of the Library until either the candidate submits a response or the five (5) day period for responding expires, whichever occurs first.

(3) Dean of the Library

a. The Dean of the Library shall review all procedural and substantive matters for completeness in order to ensure that the Library Promotion Committee has met its responsibilities.

b. If the promotion recommendations of the Library Promotion Committee and the supervisor disagree, the Dean of the Library shall meet jointly with the Committee and the supervisor no later than two (2) weeks following receipt of the dossier to discuss the differing recommendations. Upon the library faculty member's written request, the Dean of the Library shall also meet with the candidate to discuss the promotion recommendations of the Library Promotion Committee and the supervisor and to correct any misunderstanding or misinformation.

c. After reviewing each candidate's promotion dossier and considering the written assessments and recommendations of the Library Promotion Committee and the supervisor, and the candidate's written responses, if any, the Dean of the Library shall submit a written assessment of the candidate's qualifications for promotion with reference to the University's criteria for promotion and library guidelines for application of those criteria and make a positive or a negative recommendation. The Dean of the Library's written assessment and recommendation shall point out if his/her recommendation differs from that of the Library Promotion Committee, the supervisor, or both, and shall include confirmation that all procedural and substantive responsibilities of the Committee and the supervisor have been met.

d. The Dean of the Library shall forward a copy of his/her assessment

and recommendation to the candidate, the supervisor, and the Library Promotion Committee, to be shared with other members of the committee. The candidate shall have five (5) days from receipt to submit a written response. The candidate's response, if any, shall be included in the promotion dossier.

e. The Dean of the Library shall not forward the dossier to the Provost and Vice President for Academic Affairs until either the candidate submits a response or the five (5) day period for responding expires, whichever occurs first.

f. In cases in which the Dean of the Library's recommendation differs from the recommendations of the Library Promotion Committee, the supervisor, or both, the Provost and Vice President for Academic Affairs (hereinafter "Provost") shall meet jointly with the Committee, the supervisor, and the Dean of the Library.

(4) Provost and Vice President for Academic Affairs

a. After reviewing each candidate's promotion dossier and considering the written assessments and recommendations of the Library Promotion Committee, the supervisor, and the Dean of the Library, and the candidate's written responses, if any, the Provost shall submit to the candidate a draft written assessment of the candidate's qualifications for promotion with reference to the University's promotion criteria and library guidelines for application of those criteria, and shall make a positive or a negative recommendation. The assessment shall confirm that all procedural and substantive responsibilities have been fulfilled.

b. Within five (5) days of receipt of the draft written assessment, the candidate may submit a written response or schedule a meeting with the Provost to discuss the candidate's qualifications for promotion, the procedures used in consideration of the candidate's case, and the Provost's recommendation.

c. The Provost shall forward a copy of his/her final assessment and recommendation to the candidate after the candidate submits a response to the draft written assessment or the five-day period for responding expires, whichever occurs first. The candidate shall have five (5) days from receipt of the final assessment and recommendation to submit a written response. The candidate's response, if any, shall be included in the promotion dossier.

- 547
- 548 d. The Provost shall not forward the promotion dossier to the President
- 549 until either the candidate submits a response or the five (5) day
- 550 period for responding expires, whichever occurs first.
- 551
- 552 e. The Provost shall also forward his/her final assessment and
- 553 recommendation to the Dean of the Library, the candidate's
- 554 supervisor, and to the chair of the Library Promotion Committee,
- 555 who shall share it with other members of the committee.
- 556
- 557 f. Following the submission of his/her final assessments and
- 558 recommendations to the President and the President's final decision,
- 559 the Provost shall make a report to the faculty at large delineating the
- 560 positive or negative recommendations for Promotion in comparison
- 561 to those forwarded by the Library Promotion Committee and the
- 562 number of withdrawals from the promotion process. The Provost
- 563 shall also provide a report to the UFF delineating the positive or
- 564 negative recommendations for promotion in comparison to those
- 565 forwarded by the supervisor, the Library Promotion Committee, the
- 566 Library Dean, the Provost, and the President, by rank, and the
- 567 number of withdrawals from the promotion process by rank.
- 568

569 (5) President

570

- 571 a. After reviewing each candidate's promotion dossier and considering
- 572 the written assessments and recommendations of the Library
- 573 Promotion Committee, the supervisor, the Dean of the Library, ~~and~~
- 574 the Provost, and the candidate's written responses, if any, the
- 575 President shall make a final decision whether to award promotion.
- 576
- 577 b. The President or designee shall notify the library faculty member in
- 578 writing as soon as possible, but no later than ten (10) days after the
- 579 date of the decision. A copy of the President's decision shall be sent
- 580 to the Provost, the Dean of the Library, the candidate's supervisor,
- 581 and the Chair of the Library Promotion Committee, who shall share
- 582 it with the other members of the committee.
- 583

584 21.8 Promotion Decision.

585

- 586 (a) The President shall award promotion. The President or designee shall notify the
- 587 library faculty member in writing of the decision as soon as possible, but no later
- 588 than ten (10) days after the date of the decision.
- 589

(b) If a library faculty member is denied a promotion and makes a written request to the President within twenty (20) days after receipt of notification of denial, the President or designee shall provide the library faculty member with a written explanation of the reasons why promotion was not granted. The written explanation shall be provided within twenty (20) days of the library faculty member's written request.

(c) Within thirty-five (35) days after the promotion decision, the promotion dossier shall be returned to the library faculty member. However, if a grievance has been filed, a copy of the promotion dossier shall be provided to the grievant, and the Provost shall retain the original promotion dossier until final disposition of the grievance.

(d) Allegations of procedural deficiencies shall be subject to the grievance procedure; however, the final decision of the President as to promotion is not subject to an arbitrator's decision.

21.9 Withdrawal from the Process.

(a) A candidate for promotion may withdraw, without prejudice, at any stage in the promotion process before March 15, or before the Provost submits his/her final assessment and recommendation to the President, whichever is later.

(b) If a candidate withdraws from consideration, the promotion dossier (including all assessments and recommendations) shall be returned to the candidate.

21.10 Promotion Salary Increase. The University Administration shall increase the annual base salary rate of library faculty members recommended for promotion by twelve and one-half (12.5) percent, effective at the beginning of their respective annual appointments.

[The following section replaces Appendix H of the 2014-2017 CBA, with the exception that Appendixes H Library Faculty Annual Report of Activities form, H1 Library Faculty Assigned Activity Form, H2 Library Faculty Annual Performance Evaluations, and H3 Library Faculty Annual Promotion Appraisal Form should be retained.]

21.11 Library Faculty Evaluation Policy.

Evaluations are intended to communicate to a faculty member a qualitative assessment of that faculty member's performance of assigned duties by providing him/her written constructive feedback that will assist in improving the faculty member's performance and expertise.

(a) The performance of a faculty member shall be evaluated at least once annually, with

the following exceptions:

- (1) faculty members on visiting appointments who have not been reappointed for the following Academic Year
 - (2) faculty members hired late in the Academic Year who have worked less than three months before the end of the evaluation period
 - (3) faculty members who have resigned, and
 - (4) faculty members who have not been reappointed for the following Academic Year or have been issued notice of termination for just cause.
- (b) The period of the annual evaluation shall include the previous Summer term and Fall and Spring semesters.
- (c) Personnel decisions shall be based on written annual evaluations, provided that such decisions need not be based solely on written faculty performance evaluations.

21.12 Sources of Evaluation

An annual evaluation is a subjective assessment of an individual's performance based on objective criteria. The criteria are useful tools for evaluating overall performance. The evaluation is intended to be comprehensive and not based on a single or limited number of criteria. Therefore, the person responsible for completing the faculty member's annual evaluation shall consider all appropriate and available information that is relevant to the faculty member's performance of assigned responsibilities. This will include the Library Faculty Annual Report of Activities, the Library Faculty Assigned Activities, the library faculty position description, and documented information from the following sources: immediate supervisor, peers, students, faculty member/self, other University officials who have responsibility for supervision of the faculty member, and individuals to whom the faculty member may be responsible in the course of a service assignment. Any materials to be used in the evaluation process submitted by persons other than the faculty member shall be shown to the faculty member, who may attach a written response. Any materials that have not been shown to the faculty member cannot be used in the evaluation process. Whenever a single or limited number of criteria are deemed controlling, the written evaluation must justify that conclusion.

(a) Library Faculty Position Description

- (1) Each library faculty member shall be provided a written position description mutually agreed to and signed by the faculty member and his/her supervisor and shall have a clear understanding of his/her job

responsibilities as established in his/her position description. The signed position description shall be kept on file in the library administrative office.

(2) Changes in a faculty member's position description may be proposed by the faculty member, by the faculty member's supervisor, by a library director, or by the library dean. Any proposed changes to the description must be reviewed by the faculty member and his/her supervisor, agreed upon mutually, and signed before they can take effect. In no case can a position description be rewritten to include a higher level of responsibility for a faculty member without a commensurate increase in compensation. Examples of increases in responsibility include, but are not limited to, the addition of supervisory duties, the significant broadening of job responsibilities, the permanent or interim assumption of assignments in excess of his/her original job description due to faculty or staff vacancies, or the assignment of responsibility as a higher-level manager or administrator.

(b) Library Faculty Assigned Activities

(1) At the beginning of each evaluation period, each library faculty member and his/her supervisor shall jointly develop assigned activities that the faculty member is expected to perform during the annual evaluation period from June 1 to May 31.

(2) Library faculty assigned activities are based 80% on primary activities and 20% on service and scholarly or creative activities as defined in the library faculty performance evaluation guidelines pursuant to Article 9.

(3) Assigned activities may include a mix of priorities from the library faculty position description as well as activities in support of the department's strategic plan and goals for that year.

(4) Assigned activities mutually agreed to by the faculty member and his/her supervisor shall be recorded on a Library Faculty Assigned Activities form (Appendix H-1), which will be completed and signed by the library faculty member and his/her supervisor by August 15. The Library Faculty Assigned Activities form shall be placed in the library faculty member's evaluation file.

(5) The University Administration shall make a reasonable and good-faith effort, consistent with the other provisions of this Agreement, to provide faculty with the necessary facilities, resources and staff support for carrying out their

assigned duties and responsibilities. No library faculty's workload shall be arbitrary or unreasonable to the extent that the faculty member is unable to perform primary, service, and scholarly or creative activities within the time constraints of the contract work week to meet the requirements of this Agreement. If a library faculty member is asked or expected to accept assignments in excess of his/her original job description or assigned activities, this shall be taken into account and allowances made by the evaluator when assessing the faculty member's progress toward completion of assigned activities.

(6) The Library Faculty member's supervisor will take steps to ensure the equitable opportunity, in relation to other faculty members in the same department/unit, to fulfill applicable criteria for evaluation, promotion, and merit salary increases.

(7) Changes in assigned activities may be proposed by the faculty member, his/her supervisor, or the appropriate library director during the course of an evaluation year should the need arise. All changes shall be agreed upon mutually by the faculty member, his/her supervisor, and the appropriate library director. Should changes become necessary or desirable, a new Library Faculty Assigned Activities form shall be completed and signed by the faculty member and his/her supervisor, and placed in the library faculty member's evaluation file.

(8) A faculty member and/or his/her supervisor may request a mid-year review of assigned activities to discuss current progress on the year's activities. The faculty member may request in writing, at his/her discretion, written feedback and the supervisor shall provide written feedback within two weeks of the mid-year review.

(c) Library Faculty Annual Report of Activities

Library faculty shall represent their job performance and progress toward completion of assigned activities in a Library Faculty Annual Report of Activities (Appendix H). The Annual Report of Activities will include any interpretive comments and/or supporting data that the faculty member deems appropriate in evaluating his/her performance, including additional activities accomplished beyond those assigned, service, and scholarly and/or creative activity. Information from other sources which can be included with the Library Faculty Annual Report of Activities might include, but is not limited to, comments from peers, teaching faculty, and members of the profession with whom the faculty member has worked. The intent of this provision is to provide the faculty member with a broad opportunity to display his/her performance over the previous year which will allow

for a comprehensive evaluation.

21.13 Evaluation Rating Categories

- (a) Each library faculty member shall be evaluated in each area of assigned duties, viz. performance of primary activities and service activities, consistent with the following rating categories.

Exemplary

Above Satisfactory

Satisfactory

Below Satisfactory

Unsatisfactory

Meets Expectations

Exceeds Expectations

Far Exceeds Expectations

Below Expectations

Unsatisfactory

- (b) It is the responsibility of the faculty member to provide the supervisor with sufficient information to permit the supervisor to conduct an effective evaluation of the faculty member's performance of his/her assigned duties. It is expected that the faculty member will provide evidence of his/her accomplishments to serve as a foundation for the rating assigned to those accomplishments. The evaluator must take into account any relevant materials submitted by the faculty member. If a faculty member fails to provide evidence of his/her accomplishments, the department chair/unit supervisor will complete the evaluation based on available information as provided in Article 21.12. It is the responsibility of the supervisor to make comprehensive assessments of the evidence provided by the faculty member. Each supervisor completing a performance evaluation shall articulate sufficient and specific grounds or reasons to substantiate the rating given in each assigned category and to articulate how the faculty member's performance can be improved.

21.14 Criteria for Library Performance Ratings.

The supervisor shall assign a rating to each area of assigned duties, primary activities, service, and scholarly and/or creative activities, and shall carefully consider the nature of the assignments and quality of the performance in these areas as follows:

- (a) Primary activities. For library faculty, performance of activities as listed in the job description and expressed in the annual Library Faculty Assigned Activities form constitutes 80% of the assigned duties for library faculty. Demonstration of job performance will differ according to the area of responsibility within the Library and the particular circumstances of each library faculty member. Examples of primary activities are provided in the library faculty performance evaluation guidelines pursuant to Article 9.
- (b) Service and scholarly and/or creative activities constitute 20% of assigned duties for library faculty. In general, service activities include participation on committees outside of the library, activity in professional organizations, and other forms of engagement in the library profession. Specific examples of service activities are provided in the library faculty performance evaluation guidelines pursuant to Article 9. In general, scholarly and/or creative activities include contributions and products of intellectual activity, such as professional publications, presentations, grant proposals, and reviews.
- (c) Rating structure: The rating structure presented here serves as a model. The relative criteria for evaluation for primary assignment and service activities is more fully defined in the library faculty performance evaluation guidelines pursuant to Article 9.
 - 1) A rating of Satisfactory will be demonstrated by successfully meeting the normal performance standards of the position description. The faculty member's performance includes a combination of the following: a sufficient level of organization and planning to complete assigned activities by deadlines with some direction from the supervisor, and responsiveness to library users. Service and research/creative/scholarly activities reflect commitment to the university community, engagement in professional development, and participation in the broader professional community outside of the university.
 - 2) A rating of Above Satisfactory will be demonstrated by a faculty member exceeding in quantity and/or quality the normal minimum performance standards of those rated Satisfactory.
 - 3) A rating of Exemplary will be demonstrated by a faculty member exceeding in quantity and/or quality the expectations for those rated Above Satisfactory.
 - 4) A rating of Below Satisfactory will be demonstrated by a faculty member failing to meet the normal minimal performance standards of those rated Satisfactory.

5) A rating of Unsatisfactory will be demonstrated by a faculty member engaging in practices that are detrimental to educating students. There is evidence that the faculty member lacks the competence to perform the requirements of the job description and remediation is unsuccessful. Service and research/creative/scholarly activities reflect little to no engagement in the university or professional community.

~~1) Exemplary~~

~~The faculty member demonstrates performance that exceeds in quality and/or quantity the normal performance standards for Above Satisfactory.~~

~~2) Above Satisfactory~~

~~There is evidence showing performance that exceeds in quality and/or quantity the normal performance standards for Satisfactory.~~

~~3) Satisfactory~~

~~There is evidence of adequate performance that is sufficient to fulfill basic requirements of the position.~~

~~4) Below Satisfactory~~

~~There is evidence showing performance does not meet the standards of those rated Satisfactory.~~

~~5) Unsatisfactory~~

~~There is evidence showing performance fails to meet minimal standards for Below Satisfactory.~~

21.15 Annual Evaluation Process

- (a) The supervisor shall provide to his/her supervised faculty instructions for submission of a faculty member's Annual Report of Activities no later than April 1.
- (b) Each library faculty member shall submit to his/her supervisor the faculty member's Annual Report of Activities no later than June 1. If a library faculty member fails to provide his/her annual report by this date, the supervisor shall proceed to complete the faculty member's evaluation without that information, unless the library Dean has extended the deadline and subsequent deadlines based on extenuating circumstances that justify the extension.
- (c) The supervisor shall complete the annual evaluation taking into account the faculty member's Annual Report of Activities and other sources of evaluative information referenced in Article 21.12, the library's criteria for annual evaluations in Article 21.14,

- 891 and the library's guidelines for application of University criteria pursuant to Article 9.
892
893 (d) The supervisor shall provide the faculty member with written constructive feedback
894 that is designed to assist the faculty member in improving his/her performance and
895 expertise, and shall endeavor to identify any major performance deficiencies.
896
897 (e) The supervisor's Library Faculty Annual Performance Evaluation form (Appendix H-
898 2), with an attached copy of the library faculty member's Library Faculty Annual
899 Report of Activities and Library Faculty Assigned Activities Form shall be provided to
900 the faculty member no later than July 1.
901
902 (f) If the faculty member disagrees with the content of his/her evaluation, the faculty
903 member shall request the opportunity to discuss the evaluation with the evaluator by
904 July 1. The evaluator shall have the option of revising the Library Faculty Annual
905 Performance Evaluation form and providing the revision to the faculty member prior
906 to July 5.
907
908 (g) The faculty member may request, in writing, a meeting with an administrator at the
909 next higher level by July 15 to discuss concerns regarding the evaluation that were not
910 resolved in previous discussion with the evaluator. No material will be considered that
911 was not timely submitted by the June 1 deadline. The evaluator shall have the option
912 of revising the Library Faculty Annual Performance Evaluation form and providing the
913 revision to the faculty member prior to July 15.
914
915 (h) The faculty member and the evaluating supervisor must sign the finalized Library
916 Faculty Annual Performance Evaluation form no later than July 15 and submit the
917 signed documents to the library administrative office to be filed in the faculty member's
918 evaluation file. A copy of the signed evaluation shall be given to the library faculty
919 member by July 15. The date the faculty member receives a finalized copy of the
920 evaluation shall commence the time period specified in Article 31 for filing a grievance.

921
922 21.16 Library Faculty Evaluation File
923

- 924 (a) Policy. There shall be one (1) official library faculty evaluation file located in the
925 library administrative office. When evaluations and other personnel decisions are
926 made, other than for promotion, the only documents that shall be considered are those
927 described in Article 21.12 that are referenced in the official evaluation file. All such
928 documents shall bear the date of receipt by the custodian.
929
930 (b) The Library Faculty Evaluation File is subject to the provisions described in Article
931 18.6.
932

ARTICLE 22

NON-TENURE TRACK PROMOTIONS

WHAT CHANGES ARE PROPOSED

- Changes NTT titles and clarifies ranks;
- Provides professional working titles for terminal degrees;
- Proposes multi-year appointments;
- Adds relevant faculty accomplishments outside UNF to promotion considerations.

WHY THE CHANGES ARE IMPORTANT

- Provides for comprehensive evaluation of performance.
- Aligns working titles with a faculty member's qualifications.
- Improves job security for accomplished faculty.

ARTICLE 22

PROMOTIONS FOR INSTRUCTORS AND LECTURERS

Promotion decisions shall be based on established University criteria as interpreted and clarified by each department/unit in guidelines adopted pursuant to Article 9 for the application of those criteria in terms appropriate or specific to the department's discipline(s).¹ Promotion decisions for Instructors and Lecturers shall reflect assessments that are not merely a totaling of a faculty member's annual performance evaluations but an assessment of the faculty member's performance since his/her last promotion or since his/her hiring (if there is no previous promotion). The rating of Meets Expectations on an annual performance evaluation is not necessarily reflective of successful progress toward promotion. The promotion decision shall reflect a demonstration of the faculty member's potential for growth, teaching, and service contributions.

22.1 Rank Titles

- (a) Job titles for the three levels of Instructor and Lecturer shall be ~~Instructor or Lecturer, Associate Instructor or Associate Lecturer, and University Instructor or University Lecturer~~ Teaching Faculty, Rank I, Teaching Faculty, Rank II, and Teaching Faculty, Rank III. Teaching Faculty will be assigned a working title as follows:

(1) Teaching Faculty, Rank I

- a. Instructor
- b. Lecturer
- c. Assistant Teaching Professor

(2) Teaching Faculty, Rank II

- a. Associate Instructor
- b. Associate Lecturer
- c. Associate Teaching Professor

(3) Teaching Faculty, Rank III

- a. University Instructor
- b. University Lecturer
- c. Teaching Professor

- (b) Honorific working titles containing the word "professor" will be assigned to faculty who hold a SACs-approved terminal degree in their field.

¹ Section 447.209, Florida Statutes, reserves to the University, as the public employer, the right to unilaterally determine the standards of service to be offered by the University.

- (c) Instructors and Lecturers currently holding the title of Senior Instructor or Senior Lecturer will retain that title but may seek promotion to ~~Associate Instructor or~~
~~Associate Lecturer.~~ Teaching Faculty, Rank II.

22.2 Promotion Eligibility

- (a) Promotion shall be through the faculty member's department/unit, and faculty members shall carry their rank with them if they change departments. Eligible employees are those classified as Instructor or Lecturer, whose position has been one of continued employment, and who have not been given notice of non-reappointment or termination. An individual may not be hired at a rank higher than the entry-level Instructor or Lecturer rank.

- (b) To be eligible for promotion, a faculty member must have completed the following minimum number of years of full-time academic service in rank.

- (1) ~~Instructor or Lecturer to Associate Instructor or Associate Lecturer~~
Teaching Faculty, Rank I to Teaching Faculty, Rank II- five (5) three (3)
years of full-time service at the Instructor or Lecturer level at UNF.

- (2) ~~Associate Instructor or Associate Lecturer to University Instructor or~~
~~University Lecturer— five (5) years of full-time service at the Associate~~
~~Instructor or Associate Lecturer level at UNF.~~ Teaching Faculty, Rank II
to Teaching Faculty, Rank III – four (4) years of full-time service at the
Teaching Faculty, Rank II level.

- (c) Non-tenure track ranks at the associate (Teaching Faculty, Rank II) and
university levels (Teaching Faculty, Rank III) levels are continuous multi-
year appointments as defined in Article 12.8. Teaching Faculty, Rank II is
a three (3) year appointment. Teaching Faculty, Rank III is a five (5) year
appointment.

- (d) ~~Instructors or Lecturers~~ Teaching Faculty are not required to seek promotion. There is no penalty for an Instructor's or Lecturer's unsuccessful bid for promotion.

- (d) Service for the Purpose of Promotion Eligibility

- (1) Full-time service for the purpose of promotion eligibility shall mean

employment at 1.0 FTE during at least thirty-nine (39) weeks of any calendar or academic-year contract. Employment for one semester shall constitute one-half year of promotion-earning service.

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

22.3 University Promotion Criteria for ~~Instructors/Lecturers~~ Teaching Faculty

The decision to award promotion to a faculty member shall be a result of his/her meritorious performance and shall be consistent with the University's promotion criteria and the guidelines for application of those criteria pursuant to Article 9. These judgments of academic performance are complex. They 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. The promotion decision shall also take into account whether the faculty member has engaged in either a pattern of behavior or a single egregious instance of behavior that disrupts or obstructs the orderly and effective functioning of the department, college, or University. Documentation of such disruptive or obstructive behavior must be made in a timely manner and placed in the faculty member's ~~evaluation~~ personnel file. This section shall not be construed or used to limit the faculty member's right to exercise his/her academic freedom.

- (a) Promotion to ~~Associate Instructor or Associate Lecturer~~ Teaching Faculty, Rank II requires a consistent record of excellence in performing assigned duties, and evidence of professional and intellectual accomplishments contributing to the University and the profession. Excellence in teaching may be demonstrated by effectiveness in presenting knowledge and skills, in stimulating students' critical thinking and/or creative abilities, and in the development or revision of curriculum and course structure. Evidence of excellence may include departmental, student, and peer evaluations of teaching, teaching awards, examples of successful student learning outcomes, demonstration of leadership and rigor in teaching, contributions to student mentoring and other departmental, college, or university service, pedagogical publications or professional presentations, discipline publications and/or creative activities, classroom and laboratory innovations, and performance in other areas of assigned duties. Excellence in service may be demonstrated by a record of active participation in departmental and/or university governance through committees and otherwise, as well as service to the broader community related to one's discipline.

- 116
- 117 (b) Promotion to ~~University Instructor or University Lecturer~~ Teaching Faculty, Rank
- 118 III requires a consistent record of outstanding performance as an Associate
- 119 Instructor or Associate Lecturer. Consistency of teaching success, evidence of
- 120 teaching quality enhancement, contribution to pedagogy, innovation, and service,
- 121 are important considerations for promotion to University Instructor or University
- 122 Lecturer. It carries an additional expectation of leadership in the University and
- 123 profession.
- 124 (c) Changes in promotion criteria, or in the guidelines for application of those criteria
- 125 pursuant to Article 9, shall not become effective until one (1) year following
- 126 adoption of the changes unless mutually agreed to in writing by the UFF-UNF
- 127 President and the University President or designee. The date of adoption shall be
- 128 the date on which the University President or designee approves the changes.
- 129
- 130 (d) Faculty members shall be evaluated for promotion under the criteria that exist as of
- 131 the deadline by which the faculty member is required to notify the chair/comparable
- 132 supervisor that he/she is a candidate for promotion. However, if new or changed
- 133 University promotion criteria or department/unit guidelines have been adopted
- 134 within three (3) years preceding the deadline, the faculty member may elect to be
- 135 evaluated under the promotion criteria that existed prior to such addition or change.
- 136 The election must be made not later than the deadline by which the faculty member
- 137 is required to notify the chair/comparable supervisor that he/she is a candidate for
- 138 promotion.
- 139
- 140 (e) The faculty member's accomplishments outside of UNF which are applicable to the
- 141 UNF promotion criteria shall be considered in addition to his/her performance
- 142 during his/her service at the University.
- 143
- 144
- 145

146 -----

147

148 **NOTE: Articles 22.4 (Initiation of the Promotion Process) through 22.10 (Withdrawal**

149 **from the Process) are intentionally left blank pending a proposed admin team rewrite to**

150 **match the new electronic process.**

151

~~22.11 Phase In Period~~

~~———— (a) ——— This Article shall take effect during 2015-16. During 2015-16, only Instructors or
Lecturers hired on or before January 7, 1998 shall be eligible for promotion to
Associate Instructor or Associate Lecturer.~~

~~———— (b) ——— During 2016-17, only Instructors or Lecturers hired on or before August 8, 2000 —
shall be eligible for promotion to Associate Instructor or Associate Lecturer.~~

~~———— (c) ——— Thereafter, all Instructors or Lecturers who meet normal years of service and
other eligibility requirement shall be eligible for promotion.~~

~~22.12 Promotion Salary Increases~~

The University Administration shall increase the annual base salary rate of each faculty member awarded promotion by twelve and one-half (12.5) percent, effective at the beginning of his/her next respective annual appointment.

ARTICLE 23

LEAVES

WHAT CHANGES ARE PROPOSED

- Adds a policy for paid family leave.

WHY THE CHANGES ARE IMPORTANT

- Promotes a family friendly workplace.
- Enhances faculty productivity and morale.
- Contributes to faculty recruitment and retention.
- Aligns UNF with other SUS institutions and national trends.

ARTICLE 23
LEAVES

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

- (a) For a leave of one (1) semester or more, a faculty member shall make a written request not less than 120 days prior to the beginning of the proposed leave, if practicable.
- (b) For an extension of a leave of one (1) semester or more, a faculty member shall make a written request not less than sixty (60) days before the end of the leave, if practicable.
- (c) The University Administration shall approve or deny such request in writing not later than thirty (30) days after receipt of the request.
- (d) An absence without approved leave or extension of leave shall subject the faculty member to the provisions of the Article 30.7 Disciplinary Action and Job Abandonment.
- (e) A faculty member's request for use of leave for an event covered by the provisions of the Family and Medical Leave Act (FMLA) of 1993 (Public Law 103-3) shall be submitted and responded to in accordance with the provisions of Section 23.6.

23.2 Return from Leave. A faculty member who returns from an approved leave of absence with or without pay shall be returned to the same classification, unless the University Administration and the faculty member agree in writing to other terms and conditions. The return from FMLA leave shall be in accordance with Section 23.6.

23.3 Accrual During Leave with Pay. A faculty member shall accrue normal leave credits while on compensated leave in full-pay status, or while participating in the sabbatical or professional development programs. If a faculty member is on compensated leave in less than full-pay status for other than sabbaticals or professional development programs, the faculty member shall accrue leave in proportion to the pay status.

23.4 Tenure Credit During Periods of Leave. Semester(s) during which a faculty member is on compensated or uncompensated leave shall not be creditable for the purpose of determining eligibility for tenure, except by mutual agreement of the faculty member and the University

Administration. In deciding whether to credit such leave toward tenure eligibility, the President or representative shall consider the duration of the leave, the relevance of the faculty member's activities while on such leave to the faculty member's professional development and field of employment, the benefits, if any, which accrue to the university by virtue of placing the faculty member on such leave, and other appropriate factors.

23.5 Holidays.

(a) A faculty member shall be entitled to observe all official holidays designated by the University Administration. No classes shall be scheduled on holidays. Classes not held because of a holiday shall not be rescheduled.

(b) Supervisors are encouraged not to require a faculty member to perform duties on holidays; however, a faculty member required to perform duties on holidays shall have the faculty member's schedule adjusted to provide equivalent time off, up to a maximum of eight (8) hours for each holiday worked.

(c) If a faculty member who has performed duties on a holiday terminates employment prior to being given time off, the faculty member shall be paid, upon termination, for the holiday hours worked within the previous twelve (12) month period for which the faculty member was not given time off.

23.6 Family and Medical Leave Act (FMLA). Employees are provided with twelve workweeks (480 hours) of Family and Medical Leave within a 12-month period in compliance with the Family and Medical Leave Act (FMLA) statutes and regulations.¹ The 12-month period is calculated on a rolling year basis for each individual employee. All employees are eligible who have worked at least 12 consecutive months and who have worked at least 1250 hours in the 12-months prior to the leave. Faculty may use paid leave for an FMLA event and such shall be counted toward the entitlement.

23.7 ~~Parental~~ Family Leave.

¹ In addition, eligible employees may qualify for up to 26 workweeks of unpaid leave under FMLA in certain situations related to a covered family member's service in the Armed Forces. This military caregiver leave allows an eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member or a covered veteran with a serious injury or illness incurred or aggravated while on active duty and in the line of duty to take up to a total of 26 workweeks of unpaid leave during a single twelve (12) month period to provide care for the service member or veteran.

(a) A faculty member, at the faculty member's request, shall be granted a parental paid family leave under the following conditions: ~~not to exceed six (6) months~~

(1) When the faculty member or a faculty member's spouse, common-law spouse or domestic partner becomes a biological parent or a child is placed in the faculty member's home pending adoption;~~—f~~Foster care is not covered under parental leave but is provided through the FMLA provisions in accordance with Section 23.6.

(2) When the employee is the primary caregiver of an immediate family member with a serious health condition. Immediate family means the spouse or domestic partner and the grandparents, parents, stepparents, brothers, sisters, children, and grandchildren of both the employee and the spouse or domestic partner, and dependents living in the household.

(b) Family Leave Options. Employees shall be permitted to choose from one of the 3 options below.

(1) Modified Work Duties. If the employee normally has an instructional assignment, then, after consultation with the employee, the supervisor shall determine that:

a. the assignment be changed to a non-instructional assignment for the academic semester during a qualifying event described in 23.7(a)(1) and 23.7(a)(2); or

b. the employee's work schedule may be altered.

c. once the modified plan is agreed to by the employee and his or her chair/supervisor, it shall be reviewed by the dean or provost. The dean or provost shall either approve the modified work plan, or work in collaboration with the supervisor and employee to reach an acceptable solution.

(2) Paid Family Leave. Employees are eligible for paid family leave as follows.

a. An employee shall be granted, upon request, paid family leave. For twelve-month employees, the leave shall be for a period of 19.5

contiguous weeks. For nine-month employees, the leave shall be either one regular (Fall or Spring) semester or 0.375 Full Time Equivalency (FTE) during Summer A or Summer B. For non-instructional employees, the leave shall be up to 3 months.

b. In order to participate in this program, an employee must be employed for a minimum of one academic year on at least a 0.75 FTE line. This program does not apply to individuals on a visiting appointment. Furthermore, employees on soft money shall be eligible to the extent that such benefits are permitted by the terms of the contract or grant, the rules of the funding agency, and/or adequate funds are available.

c. The employee will request the use of paid family leave in writing as soon as is practicable prior to the anticipated beginning of the leave. Leaves for the birth or adoption of a child must occur no later than a semester immediately following the birth or adoption event. Paid family leave is separate from, but may run concurrent with, medical or FMLA leave. However, if FMLA leave runs concurrent with paid family leave, the employee shall not be required to use accrued sick leave hours during the paid family leave.

d. The employee will sign a written agreement detailing the terms of the paid family leave in compliance with this article. A copy of the agreement will be provided to UFF. Participation in paid family leave is contingent upon execution of the signed agreement. A signed written agreement shall not be unreasonably withheld by UNF.

e. The employee must agree in writing to return to active employment at the University of North Florida for at least one academic year following participation in the program. This time does not include time awarded for a sabbatical or other type of leave. For example, it would be possible for a nine-month employee to take a sabbatical and then opt for the family leave program. In that case, the employee would need to return to active university service for one year for each of the programs; in this case, two academic years.

f. Repayment of salary, retirement, benefits, and expenses received

during paid family leave may be required in those instances where payments are made in the absence of a signed agreement by the employee, or when the employee fails to comply with the terms of the program.

g. An employee who makes use of paid family leave, and who remains in University employment for at least one academic year (calendar year for non-instructional faculty) following participation in the program, shall have the total number of hours used deducted from the employee's sick leave and/or annual leave balance (with sick leave being deducted first) that the employee has remaining at the time of separation from the university.

h. Employees on paid family leave cannot engage in outside employment unless approved in advance.

(3) Unpaid Family Leave. If an employee is ineligible for paid family leave, or chooses not to use a modified work assignment as described in 23.7(b)(1), or requires leave beyond the approved paid family leave period described in 23.7(b)(2)a., the employee may request the use of a combination of accrued leave, leave otherwise available through the sick leave pool, and leave without pay. This request shall include the specific periods for each type of leave requested. If a faculty member plans to use a combination of accrued leave and leave without pay, such request shall include the specific periods for each type of leave requested. Use of accrued leave during an approved period of leave without pay shall be in accordance with Section 23.11.

a. ~~The period of parental leave shall begin no more than two (2) weeks before the expected date of the child's arrival.~~ The President or representative shall acknowledge to the faculty member in writing the period of leave to be granted, that such leave counts against the faculty member's unused FMLA entitlements in accordance with Section 23.6, and the date of return to employment.

b. At the end of the approved ~~parental~~ leave and at the faculty member's request, the President or representative shall grant part-time leave without pay for a period not to exceed one (1) year, unless the President or representative determines that granting such leave

would be inconsistent with the best interests of the University.

- c. Any illness caused or contributed to by pregnancy shall be treated as a temporary disability and the faculty member shall be allowed to use accrued sick leave credits when such temporary disability is certified by a health care provider.

- (c) Upon agreement between the faculty member and the University Administration, intermittent FMLA leave or a reduced work schedule may be approved for the birth of the faculty member's child or placement of a child with the faculty member for adoption in accordance with Section 23.6.

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

- (a) Sick Leave.

- (1) Accrual of Sick Leave.

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

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

- c. A faculty member appointed under Other Personal Services (OPS) shall not accrue sick leave.

- (2) Uses of Sick Leave.

- a. Sick leave shall be accrued before being taken, provided that a faculty member who participates in a sick leave pool shall not be prohibited

from using sick leave otherwise available to the faculty member through the sick leave pool.

b. Sick leave shall be authorized for the following:

1. The faculty member's personal illness or exposure to a contagious disease which would endanger others.
2. The faculty member's personal appointments with a health care provider.
3. The illness or injury of a member of the faculty member's immediate family, at the discretion of the supervisor. Approval of requests for use of reasonable amounts of sick leave for caring for a member of the faculty member's immediate family shall not be unreasonably withheld. "Immediate family" means the spouse and the grandparents, parents, brothers, sisters, children, and grandchildren of both the faculty member and the spouse, and dependents living in the household.
4. The death of a member of the faculty member's immediate family, at the discretion of the supervisor. Approval of requests for use of reasonable amounts of sick leave for the death of a member of the faculty member's immediate family shall not be unreasonably withheld.

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

d. A faculty member who requires the use of sick leave should notify the supervisor as soon as practicable.

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

- (3) Certification. If a faculty member's request for absence or absence exceeds four (4) consecutive days, or if a pattern of absence is documented, the University Administration may require a faculty member to furnish certification issued by an attending health care provider of the medical reasons necessitating the absence and/or the faculty member's ability to return to work. If the medical certification furnished by the faculty member is not acceptable, the faculty member may be required to submit to a medical examination by a health care provider who is not a university staff member which shall be paid for by the University. If the medical certification indicates that the faculty member is unable to perform assigned duties, the President or representative may place the faculty member on compulsory leave under the conditions set forth in Section 23.8(c).

- (4) Payment for Unused Sick Leave.²

- a. A faculty member with less than ten (10) years of State service who separates from State government shall not be paid for any unused sick leave.
- b. A faculty member who has completed ten (10) or more years of State service, has not been found guilty or has not admitted to being guilty of committing, aiding, or abetting any embezzlement, theft, or bribery in connection with State government, or has not been found guilty by a court of competent jurisdiction of having violated any State law against or prohibiting strikes by public employees, and separates from State government because of retirement for other than disability reasons, termination, or death, shall be compensated at the faculty member's current regular hourly rate of pay for one-eighth of all unused sick leave accrued prior to October 1, 1973, plus one-fourth of all unused sick leave accrued on or after October 1, 1973; provided that one-fourth of the unused

² For the purpose of this Article, "state service" shall include service at UNF.

sick leave since 1973 does not exceed 480 hours.

c. Upon layoff, a faculty member with ten (10) or more years of State service shall be paid for unused sick leave as described in paragraph b., above, unless the faculty member requests in writing that unused sick leave be retained pending re-employment. For a faculty member who is re-employed by the University within twelve (12) calendar months following layoff, all unused sick leave shall be restored to the faculty member, provided the faculty member requests such action in writing and repays the full amount of any lump sum leave payments received at the time of layoff. A faculty member who is not re-employed within twelve (12) calendar months following layoff shall be paid for sick leave in accordance with Section 110.122, Florida Statutes.

d. All payments for unused sick leave shall be made in lump sum and shall not be used in determining the average final compensation of a faculty member in any State administered retirement system. A faculty member shall not be carried on the payroll beyond the last official day of employment, except that a faculty member who is unable to perform duties because of a disability may be continued on the payroll until all sick leave is exhausted.

e. If a faculty member has received a lump sum payment for accrued sick leave, the faculty member may elect in writing, upon re-employment within 100 days, to restore the faculty member's accrued sick leave. Restoration shall be effective upon the repayment of the full lump sum leave payment.

f. In the event of the death of a faculty member, payment for unused sick leave at the time of death shall be made to the faculty member's beneficiary, estate, or as provided by law.

(b) Job-Related Illness/injury.

(1) A faculty member who sustains a job-related illness/injury that is compensable under the Workers' Compensation Law shall be carried in full- pay status for a period of medically certified illness/injury not to

320 exceed seven (7) days immediately following the illness/injury, or for a
321 maximum of forty (40) work hours if taken intermittently without being
322 required to use accrued sick or annual leave.
323
324

325 (2) If, as a result of the job-related illness/injury, the faculty member is unable
326 to resume work at the end of the period provided in paragraph (1), above:
327

328 a. The faculty member may elect to use accrued leave in an amount
329 necessary to receive salary payment that will increase the Workers'
330 Compensation payments to the total salary being received prior to
331 the occurrence of the illness/injury. In no case shall the faculty
332 member's salary and Workers' Compensation benefits exceed the
333 amount of the faculty member's regular salary payments; or
334

335 b. The faculty member shall be placed on leave without pay and shall
336 receive normal Workers' Compensation benefits if the faculty
337 member has exhausted all accrued leave in accordance with
338 paragraph (a), above, or the faculty member elects not to use
339 accrued leave.
340

341 (3) This period of leave with or without pay shall be in accordance with
342 Chapter 440 (Worker's Compensation), Florida Statutes.
343

344 (4) If, at the end of the leave period, the faculty member is unable to return to
345 work and perform assigned duties, the President or representative should
346 advise the faculty member, as appropriate, of the Florida Retirement
347 System's disability provisions and application process, and may, based
348 upon a current medical certification by a health care provider prescribed
349 in accordance with Chapter 440 (Worker's Compensation), Florida
350 Statutes, and taking the University's needs into account:
351

352 a. offer the faculty member part-time employment;
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354 b. place the faculty member in leave without pay status or extend such
355 status;
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357 c. request the faculty member's resignation; or

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- d. release the faculty member from employment, notwithstanding any other provisions of this Agreement.
 - (c) Compulsory Leave.
 - (1) Placing Faculty Member on Compulsory Leave.
 - a. If a faculty member is unable to perform assigned duties due to illness/injury, the President or representative may require the faculty member to submit to a medical examination, the results of which shall be released to the University Administration, by a health care provider chosen and paid by the University Administration, or by a health care provider chosen and paid by the faculty member, who is acceptable to the President or representative. Such health care provider shall submit the appropriate medical certification(s) to the University Administration.
 - b. If the University Administration agrees to accept the faculty member's choice of a health care provider, the University Administration may not then require another university-paid examination.
 - c. If the medical examination confirms that the faculty member is unable to perform assigned duties, the President or representative shall place the faculty member on compulsory leave.
 - (2) Conditions of Compulsory Leave.
 - a. Written notification to the faculty member placing the faculty member on compulsory leave shall include the duration of the compulsory leave period and the conditions under which the faculty member may return to work. These conditions may include the requirement of the successful completion of, or participation in, a program of rehabilitation or treatment, and follow-up medical certification(s) by the health care provider, as appropriate.

b. The compulsory leave period may be leave with pay or leave without pay. If the compulsory leave combines the use of accrued leave with leave without pay, the use of such leave shall be in accordance with Section 23.11.

c. If the faculty member fulfills the terms and conditions of the compulsory leave and receives a current medical certification that the faculty member is able to perform assigned duties, the President or representative shall return the faculty member to the faculty member's previous duties, if possible, or to equivalent duties.

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

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

a. offer the faculty member part-time employment;

b. place the faculty member in leave without pay status in accordance with Section 23.11 or extend such status;

c. request the faculty member's resignation; or

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

23.9 Annual Leave

(a) Accrual of Annual Leave.

- 435
- 436 (1) Full-time faculty members appointed for more than nine (9) months,
437 except faculty members on academic year appointments, shall accrue
438 annual leave at the rate of 6.769 hours biweekly or 14.667 hours per
439 month (or a number of hours that is directly proportionate to the number
440 of days worked during less than a full-pay period for full-time faculty
441 members), and the hours accrued shall be credited at the conclusion of
442 each pay period or, upon termination, at the effective date of termination.
443 Faculty members may accrue annual leave in excess of the year end
444 maximum during a calendar year. Faculty members with accrued annual
445 leave in excess of the year end maximum as of December 31, shall have
446 any excess converted to post October 1, 1973 sick leave on an hour-for-
447 hour basis on January 1 of each year.
- 448
- 449 (2) Part-time faculty members appointed for more than nine (9) months,
450 except faculty members on academic year appointments, shall accrue
451 annual leave at a rate directly proportionate to the percent of time
452 employed.
- 453
- 454 (3) Academic year faculty members, faculty members appointed for nine (9)
455 months or less, and OPS faculty members shall not accrue annual leave.
- 456
- 457 (b) Use and Transfer of Annual Leave. Annual leave shall be accrued before being
458 taken, except in those instances where the President or representative may
459 authorize the advancing of annual leave. When leave has been advanced and
460 employment is terminated prior to the faculty member accruing sufficient annual
461 leave to credit against the leave that was advanced, the University Administration
462 shall deduct from the faculty member's warrant the cost of any annual leave
463 advanced under this provision. All requests for annual leave shall be submitted by
464 the faculty member to the supervisor as far in advance as possible and appropriate.
465 Approval of the dates on which a faculty member wishes to take annual leave shall
466 be at the discretion of the supervisor and shall be subject to the consideration of
467 departmental/unit and organizational scheduling.
- 468
- 469 (d) Payment for Unused Annual Leave.
- 470
- 471 (1) Upon termination from an annual leave accruing contract, or transfer from
472 an annual leave accruing contract to an academic year, and unless the

473 faculty member requests the option in (2) below, the University
474 Administration shall pay the faculty member for up to forty-four days (352
475 hours) of unused annual leave at the calendar year rate the faculty member
476 was accruing as of the faculty member's last day of work, provided that a
477 determination has been made by the President or representative that the
478 faculty member was unable to reduce the unused annual leave balance
479 prior to termination or reassignment to an academic year. All unused
480 annual leave in excess of forty-four days (352 hours) shall be forfeited by
481 the faculty member.

482
483 (2) Upon transfer from an annual leave accruing contract to an academic year
484 contract within the University, the faculty member may elect to retain all
485 unused annual leave until such time, not to exceed two (2) years, as the
486 faculty member transfers back to an annual leave accruing contract or
487 terminates employment with the University. Upon such termination or at
488 the end of two (2) years, whichever comes first, the unused leave balance
489 shall be paid in lump sum for up to forty-four days (352 hours) at the
490 annual rate the faculty member was accruing as of the faculty member's
491 last day of work on an annual leave accruing contract.

492
493 (3) Upon layoff, a faculty member shall be paid for up to forty-four days (352
494 hours) of unused annual leave in lump sum, unless the faculty member
495 requests in writing that annual leave credits be retained pending re-
496 employment. For faculty members who are re-employed by the University
497 within twelve (12) calendar months following layoff, all unused annual
498 leave shall be restored to the faculty member, provided the faculty member
499 requests such action in writing and repays the full amount of any lump sum
500 leave payment received at the time of layoff. Faculty members who are not
501 re-employed within twelve (12) calendar months following layoff and who
502 elected to retain their annual leave pending re-employment shall be paid
503 for up to forty-four days (352 hours) of unused annual leave at the calendar
504 rate the faculty member was accruing as of the faculty member's last day
505 of work.

506
507 (4) If a faculty member has received a lump sum payment for accrued annual
508 leave, the faculty member may elect in writing, upon re-employment
509 within 100 days, to restore the faculty member's accrued annual leave.
510 Restoration shall be effective upon the repayment of the full lump sum
511 leave payment.

- 512
513 (5) In the event of the death of a faculty member, payment for all unused
514 annual leave at the time of death, up to 352 hours, shall be made to the
515 faculty member's beneficiary, estate, or as provided by law.
516

517 23.10 Administrative Leaves.
518

519 (a) Jury Duty and Court Appearances.
520

- 521 (1) A faculty member who is summoned as a member of a jury panel or
522 subpoenaed as a witness in a matter not involving the faculty member's
523 personal interests, shall be granted leave with pay and any jury or witness
524 fees shall be retained by the faculty member; leave granted hereunder shall
525 not affect a faculty member's annual or sick leave balance.
526

- 527 (2) An appearance as an expert witness for which a faculty member receives
528 professional compensation falls under the Conflict of Interest/ Outside
529 Activity Article and the University Administration's policies and rules
530 relative to outside employment/conflict of interest. Such an appearance
531 may necessitate the faculty member requesting annual leave or, if a non-
532 annual leave accruing faculty member, may necessitate the faculty
533 member seeking an adjustment of the work schedule.
534

- 535 (3) If a faculty member is required, as a direct result of the faculty member's
536 employment, to appear as an official witness to testify in the course of any
537 action as defined in Section 92.142(2), Florida Statutes, such duty shall be
538 considered a part of the faculty member's job assignment, and the faculty
539 member shall be paid per diem and travel expenses and shall turn over to
540 the University any fees received.
541

- 542 (4) A faculty member involved in personal litigation during work hours must
543 request annual leave or, if a non-annual leave accruing faculty member,
544 must seek an adjustment to the work schedule.
545

546 (b) Military Leave.
547

- 548 (1) Short-term Military Training. A faculty member who is a member of the
549 United States Armed Forces Reserve, including the National Guard, upon

550 presentation of a copy of the faculty member's official orders or
551 appropriate military certification, shall be granted leave with pay during
552 periods in which the faculty member is engaged in annual field training or
553 other active or inactive duty for training exercises. Such leave with pay
554 shall not exceed seventeen (17) work days in any one (1) federal fiscal year
555 (October 1 - September 30).
556

557 (2) National Guard State Service. A faculty member who is a member of the
558 Florida National Guard shall be granted leave with pay on all days when
559 ordered to active service by the State. Such leave with pay shall not exceed
560 thirty (30) days at any one time.
561

562 (3) Other Military Leave.
563

564 a. A faculty member, unless employed in a temporary position or on
565 a temporary basis, who is drafted, who volunteers for active
566 military service, or who is ordered to active duty (not active duty
567 for training) shall be granted leave in accordance with Chapter 43
568 of Title 38, United States Code. Active military service includes
569 active duty with any branch of the United States Army, Air Force,
570 Navy, Marine Corps, Coast Guard, National Guard of the State of
571 Florida, or other service as provided in Sections 115.08 and 115.09,
572 Florida Statutes.
573

574 b. Such leave of absence shall be verified by official orders or
575 appropriate military certification. The first thirty (30) days of such
576 leave shall be with full-pay and shall not affect a faculty member's
577 annual or sick leave balance. The remainder of military leave shall
578 be without pay unless the faculty member elects to use
579 accumulated annual leave or appropriate leave as provided in (4)
580 below, or the employer exercises its option under Section 115.14,
581 Florida Statutes, to supplement the faculty member's military pay.
582 Leave payment for the first thirty (30) days shall be made only
583 upon receipt of evidence from appropriate military authority that
584 thirty (30) days of military service have been completed.
585

586 c. Applicable provisions of Federal and State law shall govern the
587 granting of military leave and the faculty member's re-employment
588 rights.

- d. Use of accrued leave is authorized during a military leave without pay in accordance with Section 23.11.
- (c) Leave Pending Investigation. When the President or representative reasonably believes that a faculty member's presence on the job will adversely affect the operation of the University, the President or representative may immediately place the faculty member on leave pending investigation of the event(s) leading to that belief or for the duration of the circumstances that were the cause for the reasonable belief. The leave shall commence immediately upon the President or representative providing the faculty member with a written notice of the reasons therefor. The leave shall be with pay, with no reduction of accrued leave or of other compensation provided under this Agreement. The University Administration shall commence and conclude its investigation within a reasonable time based upon the circumstances of the case.
- (d) Other Leaves Provided Not Affecting Accrued Leave Balances. A faculty member may be granted other leaves not affecting accrued leave balances that are provided as follows:
- (1) Florida Disaster Volunteer Leave is provided by Section 110.120, Florida Statutes, for a faculty member who is a certified disaster service volunteer of the American Red Cross. Leave of absence with pay for not more than fifteen (15) working days in the fiscal year may be provided upon request of the American Red Cross and the faculty member's supervisor's approval. Leave granted under this act shall be only for services related to a disaster occurring within the boundaries of the State of Florida.
- (2) Civil disorder or disaster leave is provided for a faculty member who is a member of a volunteer fire department, police auxiliary or reserve, civil defense unit, or other law enforcement type organization to perform duties in time of civil disturbances, riots, and natural disasters, including a faculty member who is a member of the Civil Air Patrol or Coast Guard Auxiliary, and called upon to assist in emergency search and rescue missions. Such paid leave not affecting leave balances may be granted upon approval by the President or designee and shall not exceed two days on any one occasion.

- 627 (3) Athletic competition leave is provided by Section 110.118, Florida
628 Statutes, for a faculty member who is a group leader, coach, official, or
629 athlete who is a member of the official delegation of the United States team
630 for athletic competition. Such paid leave not affecting leave balances shall
631 be granted for the purpose of preparing for and engaging in the competition
632 for the period of the official training camp and competition, not to exceed
633 30 days in a calendar year.
634
- 635 (4) Leave for re-examination or treatment with respect to service-connected
636 disability is provided by Section 110.119, Florida Statutes, for a faculty
637 member who has such rating by the United State Department of Veterans
638 Affairs and has been scheduled to be reexamined or treated for the
639 disability. Upon presentation of written confirmation of having been so
640 scheduled, such leave not affecting the faculty member's leave balances
641 shall be approved and shall not exceed six (6) calendar days in any
642 calendar year.
643
- 644 (e) Official Emergency Closings. The President or President's representative may
645 close the University, or portions of the University, in the event an Executive Order
646 declaring an emergency has been issued. When natural disasters or other sudden
647 and unplanned emergency conditions occur which are not covered by an Executive
648 Order, the President or representative shall determine whether the University, or
649 any portion thereof, is affected by the emergency and is to be closed. Such closings
650 shall be only for the period it takes to restore normal working conditions. A closing
651 beyond two (2) consecutive days shall require the approval of the Chair of the
652 Board of Trustees. Leave resulting from such an emergency closing shall not
653 reduce faculty members' leave balances.
654
655
- 656 23.11 Leave Without Pay.
- 657
- 658
- 659 (a) Granting. Upon request of a faculty member, the President or representative shall
660 grant a leave without pay for a period not to exceed one year unless the President
661 or representative determines that granting such leave would be inconsistent with
662 the best interests of the University. Such leave may be extended upon mutual
663 agreement.
664
- 665 (b) Salary Adjustment. The salary of a faculty member returning from uncompensated

leave shall be adjusted to reflect all non-discretionary increases distributed during the period of leave. While on such leave, a faculty member shall be eligible to participate in any special salary incentive programs.

(c) Retirement Credit. Retirement credit for such periods of leave without pay shall be governed by the rules and regulations of the Division of Retirement and the provisions of Chapter 121, Florida Statutes.

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

(e) Use of Accrued Leave During an Approved Period of Leave Without Pay.

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

a. Notwithstanding the provisions of Section 23.8(a)(2) regarding the use of sick leave, a faculty member may use any type of accrued leave in an amount necessary to cover the faculty member's contribution to the State insurance program and other expenses incurred by the faculty member during an approved period of leave without pay for parental, foster care, medical, or military reasons.

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

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

(2) A faculty member's request for the use of accrued leave during a period of leave without pay shall be made at the time of the faculty member's request

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704 for the leave without pay. Such request shall include the amount of accrued
705 leave the faculty member wishes to use during the approved period of
706 leave without pay. If circumstances arise during the approved leave which
707 causes the faculty member to reconsider the combination of leave with and
708 without pay, the faculty member may request approval of revisions to the
709 original approval.
710

ARTICLE 24

PROFESSIONAL DEVELOPMENT LEAVE AND SABBATICAL

WHAT CHANGES ARE PROPOSED

- Increases sabbatical availability;
- Increases professional leave availability;
- Broadens opportunities within departments from one to two.

WHY THE CHANGES ARE IMPORTANT

- Furthers qualifications of faculty.
- Contributes to faculty performance of duties and responsibilities (e.g., teaching, research, and service).
- Improves student experience.

ARTICLE 24

SABBATICALS AND PROFESSIONAL DEVELOPMENT LEAVES

24.1 Sabbaticals

- (a) Policy. Sabbaticals for professional development are to be made available to faculty members who meet the requirements set forth below. Such sabbaticals are granted to increase a faculty member's value to the University through enhanced opportunities for professional renewal, planned travel, study, formal education, research, writing, or other experience of professional value, not as a reward for service.
- (b) Types of Sabbaticals.
 - (1) The University Administration will make available to each faculty member whose application has been approved by the University, a sabbatical for two (2) semesters (i.e., one (1) academic year) at half-pay, subject to the conditions set forth below.
 - (2) Each year, the University Administration will make available at least one (1) sabbatical at full-pay for one (1) semester for each forty (40) eligible faculty members, subject to the conditions set forth below.
- (c) Eligibility for Sabbaticals. Full-time tenured faculty members with at least six (6) years of full-time service with the University shall be eligible for sabbaticals.¹ A faculty member who is compensated through a contract or grant may receive a sabbatical only if the contract or grant allows a sabbatical and the faculty member meets all other eligibility requirements. Eligible faculty members shall be notified annually by the University regarding eligibility requirements and application deadlines.
- (d) Sabbatical Review Committee
 - (1) The committee shall be selected through the UFF nomination and election process.
 - (2) The committee shall consist of nine tenured faculty members, of whom two shall be elected from the College of Arts and Sciences, two from the Coggin College of Business, two from the College of Education and Human Services, two from the Brooks College of Health, and one from the College

¹ The faculty member may apply for the sabbatical during the sixth year of full-time service. However, the sabbatical will not be awarded to the faculty member until the following (seventh) year.

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of Computing Sciences, Engineering and Construction. Runner-up candidates from the election shall serve as alternate members of the committee as needed. For example, if three people run for two positions in a particular college, then the faculty member with the third highest number of votes shall serve as an alternate. In the event that no alternate member exists, the University President shall appoint alternate members as needed from the same college in which a vacancy has occurred.

(3) Terms shall be for two years, at staggered intervals, with a limit of three consecutive terms that may be served. In the first year of the committee, one member from the College of Arts and Sciences, one member from the Coggin College of Business, one member from the College of Education and Human Services, and one member from the Brooks College of Health shall be elected to serve one year, thereby creating staggered terms for those members serving on the committee.

(4) Only tenured faculty members may vote in the election.

(5) If a member of the committee, or anyone personally related to that committee member, should apply for a sabbatical during that member's term on the committee, that committee member shall not participate in the committee's consideration of applications for that year and the college's alternate member shall fill the faculty member's position on the committee for that year.

(6) After decisions have been made for the current year, the Committee shall select the Chair of the Committee for the forthcoming year. Members who are eligible for the Chair's position are those who will be completing their two year assignment in the next year.

(e) Application and Selection.

(1) Applications for sabbaticals to be taken during the following academic year shall be submitted by 5:00 p.m. October 15 of each year to the Office of Academic Affairs. Each application shall follow the format in Appendix I, and shall include the applicant's name, the applicant's college, the applicant's department, the number of years in faculty status_at the University, the dates, length and purpose of all previous sabbaticals taken, a curriculum vitae, a statement describing the program and activities to be followed while on sabbatical, relationship between proposed scholarship and instruction at UNF, the expected benefit of the sabbatical to the faculty member, to the University and the faculty member's academic discipline, the anticipated short-term and long-term outcomes, including expected publications, from the leave, any anticipated supplementary income, and a

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statement that the applicant agrees to comply with the conditions of the sabbatical program as described in this article. The application (Appendix I) shall include recommendations from the applicant's chair and dean.

(2) The Provost or his representative shall forward timely filed and properly completed applications for one (1) semester sabbaticals at full pay to the Sabbatical Review Committee. The committee shall meet and rank the applications for approval based on the benefits of the proposed program to the faculty member, the University and the profession, the length of time since the faculty member was relieved of teaching duties for the purpose of research and other scholarly activities; and the length of service since previous sabbatical or initial appointment. The committee shall submit a ranked list of the recommended faculty members to the University President or representative. The President or representative shall make appointments from the list and consult with the committee prior to making an appointment that does not follow the committee's ranking.

(3) Sabbaticals at half-pay shall be granted unless the University Administration has determined that the conditions set forth in this section have not been met or that departmental/unit staff considerations preclude such sabbatical from being granted.

(4) No more than ~~one~~ two (±2) faculty members in a department/unit need be awarded a sabbatical at the same time. In the event a faculty member who has applied for a sabbatical at half-pay is not awarded a sabbatical solely due to this limitation, the faculty member will be awarded the sabbatical the following year, or at a later time as agreed to by the faculty member and the University Administration. In the event more than one faculty member in a department/unit is not awarded a sabbatical solely due to this limitation in any given year, the University Administration shall determine the sequence of awarding the sabbaticals. The period of postponement shall be credited toward eligibility for a subsequent sabbatical.

(f) Terms of Sabbatical Program.

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

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

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- (3) The faculty member must, within thirty (30) days upon returning from the sabbatical, provide a concise written report to the President or representative of the faculty member's accomplishments during the sabbatical. This report shall include information regarding the activities undertaken during the sabbatical, the results accomplished during the sabbatical as they affect the faculty member and the University, and research or other scholarly work produced or expected to be produced as a result of the sabbatical.
- (4) Faculty members shall not normally be eligible to be awarded a second sabbatical until six (6) years of continuous service are completed following the first.
- (5) Contributions normally made by the Board to retirement and Social Security programs shall be continued on a basis proportionate to the salary received. Board contributions normally made to employee insurance programs and any other employee benefit programs shall be continued during the sabbatical.
- (6) Eligible faculty members shall continue to accrue annual and sick leave on a full-time basis during the sabbatical.
- (7) While on leave, a faculty member shall be permitted to receive funds for travel and living expenses, and other sabbatical-related expenses, from sources other than the University such as fellowships, grants-in-aid, and contracts and grants, to assist in accomplishing the purposes of the sabbatical. Receipt of funds for such purposes shall not result in reduction of the faculty member's University salary. Grants for such financial assistance from other sources may, but need not, be administered through the University. If financial assistance is received in the form of salary, the University salary shall normally be reduced by the amount necessary to bring the total income of the sabbatical period to a level comparable to the faculty member's current year salary rate. Employment unrelated to the purpose of the sabbatical leave is governed by the provisions of the Conflict of Interest/ Outside Activity Article.

24.2 Professional Development Leave.

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

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- (b) Types of Professional Development Leave. Each year, the University or its representatives will make available at least one (1) professional development leave at full-pay for one (1) semester or its equivalent (for example, leave at half-pay for two (2) semesters), for each thirty (30) eligible faculty members, subject to the conditions set forth below.
- (c) Eligibility for Professional Development Leave. Full time faculty members with six (6) or more years of service, except those faculty members who are serving in tenure-earning or tenured positions, shall be eligible for professional development leave. A faculty member who is compensated through a contract or grant may receive a professional development leave only if the contract or grant allows for such leaves and the faculty member meets all other eligibility requirements. Eligible faculty members shall be notified annually by the University regarding eligibility requirements and application deadlines.
- (d) Professional Development Leave Review Committee.
- (1) The committee shall be selected through the UFF nomination and election process.
- (2) The committee shall consist of six (6) non-tenure-earning faculty members, elected at large: one from the Library, one from the College of Arts and Sciences, one from the Coggin College of Business, one from the College of Education and Human Services, one from the Brooks College of Health, and one from the College of Computing Sciences, Engineering and Construction. Runner-up candidates from the election shall serve as alternate members of the committee as needed. For example, if two people run for a position in a particular college, then the faculty member with the second highest number of votes shall serve as alternate. In the event that no alternate member exists, the University President shall appoint alternate members as needed from the same college in which a vacancy has occurred.
- (3) Terms shall be for two years, at staggered intervals, with a limit of three consecutive terms that may be served. In the first year of the committee, the member from the College of Arts and Sciences, the member from the Coggin College of Business, and the member from the Brooks College of Health shall be elected to serve one year, thereby creating staggered terms for those members serving on the committee.
- (4) Only non-tenure-earning faculty members may vote in the election.
- (5) If a member of the committee, or anyone personally related to that committee member, should apply for professional development leave during that member's term on the committee, that committee member shall

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not participate in the committee's consideration of applications for that year and the college's alternate member shall fill the faculty member's position on the committee for that year.

- (6) After decisions have been made for the current year, the Committee shall select the Chair of the Committee for the forthcoming year. Members who are eligible for the Chair's position are those who will be completing their two year assignment in the next year.

(e) Application and Selection.

- (1) Applications for professional development leave to be taken during the following academic year shall be submitted by 5:00 p.m. October 15 of each year to the Office of Academic Affairs. The application shall contain the applicant's name, the applicant's college, the applicant's department, the number of years in faculty status at the University, the dates, length and purpose of all previous professional development leaves taken, a curriculum vitae, a statement describing the program and activities to be followed while on professional development leave, the expected benefit of the professional development leave to the faculty member, to the University and the faculty member's academic discipline, and the anticipated short-term and long-term outcomes, including expected publications, from the leave. The application (Appendix I-2) shall include recommendations from the applicant's chair and dean.

- (2) The Provost or his/her representative shall forward timely filed and properly completed applications for professional development leave to the Professional Development Leave Committee for its review and recommendation. The committee shall meet and recommend applications for approval based on the criteria for selection specified by the University and made available to eligible faculty members and the committee. The President or representative shall consider for approval only those applications recommended by the committee and shall approve applicants when the University Administration believes that completion of the project or work would improve the productivity of the department or function of which the faculty member is a part.

- (3) No more than ~~one~~ two ~~(1)~~ (2) faculty members in each department/unit need be granted leave at the same time. In the event a faculty member who has been recommended is not awarded professional development leave solely due to this limitation, the faculty member will be given priority consideration in the next round of applications, and will not be required to resubmit his/her application.

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(f) Terms of Professional Development Leave.

- (1) The faculty member must return to University employment for at least one (1) academic year following the conclusion of such leave. Agreements to the contrary must be reduced to writing prior to participation. Return to the University of the salary received during the program may be required in those instances where neither of the above is satisfied.
- (2) A faculty member who fails to spend the time as stated in the application shall reimburse the University the salary received during such leave.
- (3) Faculty members shall not normally be eligible to be awarded a second professional development leave until six (6) years of continuous service are completed following the previous leave.
- (4) The faculty member must provide a brief written report of the faculty member's accomplishments during the professional development leave to the President or representative upon return to the University.
- (5) Contributions normally made by the Board to retirement and Social Security programs shall be continued on a basis proportionate to the salary received. Board contributions normally made to faculty member's insurance programs and any other faculty member benefit programs shall be continued during the professional development leave.
- (6) Eligible faculty members shall continue to accrue annual and sick leave on a full-time basis during the professional development leave.
- (7) While on leave, a faculty member shall be permitted to receive funds for travel and living expenses, and other professional development leave-related expenses, from sources other than the University such as fellowships, grants-in-aid, and contracts and grants, to assist in accomplishing the purposes of the professional development leave. Receipt of funds for such purposes shall not result in reduction of the faculty member's University salary. Grants for such financial assistance from other sources may, but need not, be administered through the University. If financial assistance is received in the form of salary, the University salary shall normally be reduced by the amount necessary to bring the total income of the professional development leave period to a level comparable to the faculty member's current year salary rate. Employment unrelated to the purpose of the professional development leave is governed by the provisions of the Conflict of Interest/Outside Activity Article.

24.3 Other Study Leave.

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- (a) Job-Required. A faculty member required to take academic course work as part of assigned duties shall not be required to charge time spent attending classes during the work day to accrued leave.
- (b) Job-Related. A faculty member may, at the discretion of the supervisor, be permitted to attend up to six (6) credits of course work per semester during work, provided that:
- (1) The course work is directly related to the faculty member's professional responsibilities;
 - (2) The supervisor determines that the absence will not interfere with the proper operation of the work unit;
 - (3) The supervisor believes that completion of the course work would improve the productivity of the department or function of which the faculty member is a part; and
 - (4) The faculty member's work schedule can be adjusted to accommodate such job-related study with reduction in the total number of work hours required per pay period.
- (c) Faculty members may, in accordance with this Article, use accrued annual leave for job-related study.

24.4 Retraining. The University Administration may, at its discretion, provide opportunities for retraining of faculty members when it is in the University's best interests. Such opportunities may be provided to faculty members who are laid off, to those who are reassigned, or in other appropriate circumstances.

ARTICLE 25
INTELLECTUAL PROPERTY

WHAT CHANGES ARE PROPOSED

- Expands definition of “work” to include relevant materials.
- Moves and incorporates relevant definitions, language, and terms found in Article 14. Assignment of Responsibilities.
- Adds definition and terms related to “appreciable” university support.
- Adds “both” university and faculty member as holder of IT rights and recipient of proceeds where work is not independent.
- Adds provisions for “personal work product” as the property and under the control of faculty.
- Clarifies terms addressing disclosures and releases for work.
- Changes policy regarding consultation for release of rights from “may” to “shall.”

WHY THE CHANGES ARE IMPORTANT

- Aligns definitions with modern convention.
- Places terms and language in the context of a more appropriate article.
- Facilitates proper interpretation and reference to other articles.
- Creates fairer distribution of rights and proceeds in and from intellectual property.
- Protects personal faculty work product.
- Reduces disclosure requirements for works developed without appreciable university support and used solely for purpose of instruction.
- Insures consultation occurs where appropriate.

ARTICLE 25
INTELLECTUAL PROPERTY

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

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

- (a) A "work" includes but is not limited to any copyrightable material, such as printed material, computer software or databases, audio and visual material, circuit diagrams, architectural and engineering drawings, lectures, musical or dramatic compositions, choreographic works, pictorial or graphic works, and sculptural works. ~~Instructional technology material, as defined in the Assignment of Responsibilities Article, Section 14.14(a), is included in this definition.~~ A work may also include "Instructional technology material" defined to include video and audio recordings, motion pictures, film strips, photographic and other similar visual materials, live video and audio transmissions, computer programs and all forms of electronic media, computer assisted instructional course work, programmed instructional materials, three dimensional materials and exhibits, and combinations of the above materials, which are prepared or produced in whole or in part by a faculty member, and which are used to assist or enhance instruction.
- (b) An "invention" includes any discovery, invention, process, composition of matter, article of manufacture, know-how, design, model, technological development, strain, variety, culture of any organism, or portion, modification, translation, or extension of these items, and any mark used in connection with these items. ~~Instructional technology material, as defined in the Assignment of Responsibilities Article, Section 14.14(a), is included in this definition.~~
- (c) ~~"Instructional technology material" is defined in the Assignment of Responsibilities Article, Section 14.14 (a).~~
- (d) "University support" includes the use of university funds, personnel, facilities, equipment, materials, or technological information, and includes such support provided by other public or private organizations when it is arranged, administered, or controlled by the University. For University support to be considered appreciable it must go beyond the resources commonly or routinely provided or made available to similarly situated faculty members for the performance of their instructional assignment. For example, the use of resources such as the libraries; one's office, office computer and other University assistance and training, compensated or not, or facilities; and office supplies is not considered appreciable University support.

25.3 Works and Property Rights.

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

- (1) the ideas came from the faculty member;
- (2) the work was not made with the use of appreciable university support; and
- (3) the university is not held responsible for any opinions expressed in the work.

(b) University-Supported Efforts.

(1) If the work was not made in the course of independent efforts, the work is the property of both the university and the faculty member and both shall share in the proceeds therefrom.

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

- a. Those works for which the intended purpose is to disseminate the results of academic research, ~~or~~ scholarly study, or creative efforts such as books, articles, electronic media, databases, poems, musical compositions, and works of art regardless of media; and
- b. Works developed without the use of appreciable university support and used solely for the purpose of assisting or enhancing the faculty member's instructional assignment. Examples of such works include case studies, textbooks, laboratory manuals and class notes produced in connection with scheduled courses of instruction, regardless of the medium.

(c) Personal Work Product. Consistent with law and other applicable provisions of this Agreement and the legitimate interests of the University, personal correspondence, notes, raw data, and other work product related to a faculty members assigned duties shall be the property of the faculty member who shall have the right to control such materials.

(c) Disclosure and Releases.

- (1) Upon the creation of a work and prior to any publication, the faculty member shall disclose to the President or representative any work made in the course of appreciable university-supported efforts, together with an outline of the project and the conditions under which it was done. Consistent with the provisions of Section 25.3(b)(2)~~a~~, above, faculty members need not disclose ~~regarding books, articles, and similar~~ works, the intended purpose of which is to disseminate the results of academic research or scholarly study ~~work~~ and works developed without the use of appreciable university support and used solely for the purpose of assisting or enhancing the faculty member's instructional assignment.
- (2) The President or representative shall assess the relative equities of the faculty member and the University in the work.
- (3) Within sixty (60) days after such disclosure, the President or representative shall inform the faculty member whether the University seeks an interest in the work, and a written agreement shall thereafter be negotiated to reflect the interests of both parties, including provisions relating to the equities of the faculty member and the allocation of proceeds resulting from such work. Creation, use, and revision of such works shall also be the subject of the written agreement between the faculty member and the University as well as provisions relating to the use or revision of such works by persons other than the creator. The faculty member shall assist the University in obtaining releases from persons appearing in, or giving financial or creative support to, the development or use of these works in which the University has an interest. All such agreements shall comport with and satisfy any preexisting commitments to outside sponsoring contractors.
- (4) The faculty member and the University shall not commit any act which would tend to defeat the University's or faculty member's interest in the work and shall take any necessary steps to protect such interests.
- (5) Consistent with the provisions of this Article and prior to their use, releases shall be obtained from persons appearing in, or giving financial or creative support to the development or use of work defined in this Article, and the faculty member shall certify that such development or use does not infringe upon any existing copyright or other legal right. The faculty member shall be liable to the Trustees and the University Administration for judgments resulting from such infringements.

(6) The University Administration shall assist the faculty member in obtaining releases regarding instructional technology materials when:

(a) the University Administration has asserted an interest in such materials; or

(b) the University Administration has assigned the faculty member to develop such materials.

25.4 Inventions and Property Rights

(a) Independent Efforts. All inventions made outside the field or discipline in which the faculty member is employed by the University and or for which no appreciable university support has been used are the property of the faculty member, who has the right to determine the disposition of such work and revenue derived from such work. The faculty member and the President or representative may agree that the patent for such invention be pursued by the University and the proceeds shared.

(b) University-Supported Efforts. An invention which is made in the field or discipline in which the faculty member is employed by the University, or by using appreciable university support, is the property of both the University and the faculty member and both shall share in the proceeds therefrom.

(~~a~~c) Disclosure/University Review.

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

(2) If the University wishes to assert its interest in the invention, the President or representative shall inform the faculty member within 120 days of the faculty member's disclosure to the President or representative.

(3) The President or representative shall conduct an investigation which shall assess the respective equities of the faculty member and the University in the invention, and determine its importance and the extent to which the

University should be involved in its protection, development, and promotion.

(4) The President or representative shall inform the faculty member of the University's decision regarding the university's interest in the invention within a reasonable time, not to exceed 135 days from the date of the disclosure to the President or representative.

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

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

(b) ~~Independent Efforts. All inventions made outside the field or discipline in which the faculty member is employed by the University and for which no university support has been used are the property of the faculty member, who has the right to determine the disposition of such work and revenue derived from such work. The faculty member and the President or representative may agree that the patent for such invention be pursued by the University and the proceeds shared.~~

(c) ~~University-Supported Efforts. An invention which is made in the field or discipline in which the faculty member is employed by the University, or by using university support, is the property of the University and the faculty member shall share in the proceeds therefrom.~~

(d) Release of Rights.

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

(2) At any stage of making the patent applications, or in the commercial application of an invention, if it has not otherwise assigned to a third party the right to pursue its interests, the President or representative may elect to withdraw from further involvement in the protection or commercial application of the invention. At the request of the faculty member in such case, the University shall transfer the invention rights to the faculty member, in which case the invention shall be the faculty member's property and none

of the costs incurred by the University or on its behalf shall be assessed against the faculty member.

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

(e) University Policy.

- (1) The University shall have a policy addressing the division of proceeds between the faculty member and the university.

- (2) Such policy ~~may~~ shall be the subject of consultation meetings pursuant to the Consultation article.

- (f) Execution of Documents. The University and the faculty member shall sign an agreement individually recognizing the terms of this Article.

25.5 Outside Activity.

- (a) Although a faculty member may, in accordance with Article 26, Conflict of Interest/~~Outside Activity~~, engage in outside activity, including employment, pursuant to a consulting agreement, requirements that a faculty member waive the faculty member's or University's rights to any work or inventions which arise during the course of such outside activity must be approved by the President or representative.

- (b) A faculty member who proposes to engage in such outside activity shall furnish a copy of this Article and the University's patents policy to the outside employer prior to or at the time a consulting or other agreement is signed, or if there is no written agreement, before the employment begins.

ARTICLE 26

CONFLICT OF INTEREST

WHAT CHANGES ARE PROPOSED

- Renames Article.
- Focuses attention on conflicts of interest (versus “outside activity” which may or may not involve a conflict of interest).
- Deletes faculty “reporting” requirements for “outside compensated activities” that do not involve a conflict of interest and activities that by definition are already prohibited as conflicts of interest.
- Permits (restricts) faculty use of university resources and university affiliation where an outside activity is (un)related to the faculty member’s assigned duties.

WHY THE CHANGES ARE IMPORTANT

- Clarifies that "outside activity" should not automatically be equated with "conflict(s) of interest";
- Reduces faculty reporting requirements for compensated or uncompensated outside activities which do not involve conflicts of interest;
- Encourages activity, engagement, and professional development by faculty, which benefits university, students, and faculty.

ARTICLE 26

CONFLICT OF INTEREST/OUTSIDE ACTIVITY

26.1 Policy.

(a) A faculty member is bound to observe, in all official acts, the highest standards of ethics consistent with the code of ethics of the State of Florida (Chapter 112, Part III, Florida Statutes), the advisory opinions rendered with respect thereto, Board rules, and University rules. Other provisions of State law govern obligations and responsibilities of faculty members who receive State compensation in addition to their annual salary.

(b) Nothing in this Article is intended to discourage a faculty member from engaging in outside activity in order to increase the faculty member's professional reputation, service to the community, or income, subject to the conditions stated herein.

26.2 Definitions.

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

~~(b-a)~~ "Conflict of Interest" shall mean

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

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

(b) [Moved from above] "Outside Activity" shall mean any compensated private practice, private consulting, additional teaching or research, or other activity, which is not part of the faculty member's assigned duties and for which the University has provided no compensation.

26.3 Conflicts of Interest Prohibited. Conflicts of interest, including those arising from University or outside activities, are prohibited. Faculty members are responsible for resolving such conflicts of interest, working in conjunction with their department chairperson/unit director supervisors and other University officials.

26.4 ~~Report of Outside Activity.~~

- ~~(a) — A faculty member who proposes to engage in any outside activity which the faculty member should reasonably conclude may create a conflict of interest, or in any outside compensated professional activity, shall report to the faculty member's supervisor, in writing, the details of such proposed activity prior to engaging therein.~~
- ~~(b) — The report, as described in paragraph 26.4(a), above, shall include where applicable, the name of the employer or other recipient of services; the funding source; the location where such activity shall be performed; the nature and extent of the activity; and any intended use of University facilities, equipment, or services.~~
- ~~(c) — A new report shall be submitted for outside activity previously reported at:~~
- ~~(1) — the beginning of each fiscal year for outside activity of a continuing nature¹; and~~
- ~~(2) — such time as there is a significant change in an activity (nature, extent, funding, etc.).~~
- ~~(d) — The reporting provisions of this section shall not apply to activities performed wholly during a period in which the faculty member has no appointment with the University.~~

26.5 Expedited Grievance Procedure.

- ~~(a) In the event the proposed an outside activity is determined to constitute a conflict of interest, and the faculty member disagrees with that determination, the faculty member may file a grievance under the expedited grievance procedure contained in the Grievance Article, Section 31.12.~~
- ~~(b) The faculty member may engage in such outside activity pending a resolution of the matter pursuant to Section 26.5(a), above.~~
- ~~(c) If the resolution of the matter is that there is a conflict of interest, the faculty member shall cease such activity immediately, and may be required to turn over to the University all or part of compensation earned therefrom.~~

26.6 Use of University Resources. A faculty member engaging in any outside activity that is not related to the faculty member's assigned duties shall not use the facilities, equipment, or services of the University in connection with such outside activity without prior approval of the

¹ ~~Those faculty members not physically present at the start of the fiscal year (July 1) shall promptly complete and file a new form for each outside activity upon returning to campus.~~

86 President or representative. Approval for the use of University facilities, equipment, or services
87 may be conditioned upon reimbursement for the use thereof.
88
89 26.7 No University Affiliation. A faculty member engaging in outside activity that is not related
90 to the faculty member's assigned duties shall take reasonable precautions to ensure that the outside
91 employer or other recipient of services understands that the faculty member is engaging in such
92 outside activity as a private citizen and not as an employee, agent, or spokesperson of the
93 University.

ARTICLE 29

BENEFITS

WHAT CHANGES ARE PROPOSED

- Added "Health and retirement benefits shall not be reduced for the duration of this agreement."

WHY THE CHANGES ARE IMPORTANT

- Provides for stability and continuity of faculty benefits.

ARTICLE 29
BENEFITS

29.X Health and retirement benefits shall not be reduced for the duration of this agreement.

29.1 Benefits Improvements. The Board of Trustees and UFF support legislation to provide adequate and affordable health insurance to all faculty members.

29.2 Part-Time Faculty. Part-time faculty members, except those in positions funded from Other Personal Services funds, are entitled to employer-funded benefits under the provisions of State law and the rules of the Department of Management Services and the Division of Retirement. Part-time faculty members should contact the Office of Human Resources to determine the nature and extent of the benefits for which they are eligible.

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

29.4 Benefits for Retired Faculty Members.

(a) Faculty members retired from the University shall be eligible, upon request, and on the same basis as other faculty members, subject to university policies, to receive the following benefits at the University.

- (1) Retired faculty member identification card;
- (2) Use of the University library (i.e., public rooms, lending and research service);
- (3) Listing in the University directory;
- (4) Placement on designated University mailing lists;
- (5) Parking at the University¹;

¹ Retired faculty members may obtain a daily parking pass at no cost by presenting his or her retired faculty ID card at the parking booth located on the University campus near the Kernan Boulevard entrance, at the corner of UNF Drive and Alumni Drive.

- 40
- 41 (6) Use of University recreational facilities (retired faculty members may be
- 42 charged fees different from those charged to other faculty members for the
- 43 use of such facilities);
- 44
- 45 (7) The right to enroll in courses without payment of fees, on a space available
- 46 basis, in accordance with the provisions of Section 1009.26(4), Florida
- 47 Statutes; and
- 48
- 49 (8) A mailbox in the department/unit from which the faculty member retired,
- 50 subject to space availability.
- 51
- 52 (9) University e-mail address.
- 53
- 54 (b) In accordance with University policy, and on a space available basis, the University
- 55 is encouraged to grant a retired faculty member's request for office or laboratory
- 56 space.
- 57
- 58 (c) With the exception of retirees who participated in the Optional Retirement Program
- 59 and for whom provisions have been made, as stipulated in Section 29.5(a)(5) of this
- 60 Agreement, retired employees of any State-administered retirement system are
- 61 entitled to health insurance subsidy payments in accordance with Section 112.363,
- 62 Florida Statutes.
- 63
- 64 29.5 Optional Retirement Program.
- 65
- 66 (a) An Optional Retirement Program is provided for faculty member who are employed
- 67 for no less than one academic year including the following provisions:
- 68
- 69 (1) Faculty and A&P employees who are in the collective bargaining unit and
- 70 otherwise eligible for membership in the Florida Retirement System.
- 71
- 72 (2) Any faculty member whose Optional Retirement Program eligibility results
- 73 from initial employment shall be enrolled as a member of the Optional
- 74 Retirement Program. If the faculty member does not execute an annuity
- 75 contract with an Optional Retirement Program approved provider and notify
- 76 the Division of Retirement in writing within 90 days, the faculty member
- 77 shall be enrolled as a member of the Florida Retirement System.
- 78
- 79 (3) No accrued service credit or vested retirement benefits shall be lost if a
- 80 faculty member participates in the Optional Retirement Program;
- 81
- 82 (4) Benefits under the Optional Retirement Program shall be fully and

immediately vested in the participating faculty members;

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

(6) A participating faculty member may contribute to the Optional Retirement Program, by salary reduction or deduction, a percentage amount of the faculty member's gross compensation not to exceed the percentage amount contributed by the University to the Optional Retirement Program, but in no case may such contribution exceed federal limitations.

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

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

29.6 Phased Retirement Program.

(a) Eligibility.

(1) Faculty members who have accrued at least six (6) years of creditable service in the Florida or Teachers Retirement System (FRS, TRS) or Optional Retirement Program (ORP), except those faculty members referenced in 29.6(a)(2), are eligible to participate in the Phased Retirement Program. Such eligibility shall expire on the faculty member's 63rd birthday. Faculty members who decide to participate must provide written notice to the University of such decision prior to the expiration of their eligibility, or thereafter forfeit such eligibility. Faculty members who choose to participate must retire with an effective date not later than 180 days, nor less than ninety (90) days, after they submit such written notice, except that when the end of this 180 day period falls within a semester, the period may be extended to no later than the beginning of the subsequent

term (semester or summer, as appropriate).

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

(b) Program Provisions.

- (1) All participants must retire and thereby relinquish all rights to tenure as described in the Tenure Article, except as stated otherwise in this Article. Participants' retirement benefits shall be determined as provided under Florida Statutes and the rules of the Division of Retirement.
- (2) Payment for Unused Leave. Participants shall, upon retirement, receive payment for any unused annual leave and sick leave to which they are entitled.
- (3) Re-employment.
 - a. Prior to re-employment, participants in the Phased Retirement Program must remain off the University payroll for six months following the effective date of retirement in order to validate their retirement, as required by the Florida Division of Retirement. Participants must comply with the re-employment limitations that apply to the seventh through twelfth month of retirement, pursuant to the provisions of either the Florida Retirement System (which includes ORP) or the Teachers Retirement System, as appropriate.
 - b. Participants shall be offered re-employment, in writing, by the University under an Other Personal Services (OPS) contract (NOTE: exceptions to this provision are described in Section 29.6(b)(13) for one-half of the academic year, however, the University and faculty member may agree to less than one-half of the academic year. The written re-employment offer shall contain the text of Section 29.6(b)(3)d. below.
 - c. Compensation during the period of re-employment shall be at a salary proportional to the participant's salary prior to retirement, including an amount comparable to the pre-retirement employer contribution for health and life insurance and an allowance for any taxes associated with this amount. The assignment shall be scheduled within one (1) semester unless the participant and the

University agree otherwise, beginning with the academic year next following the date of retirement and subject to the condition outlined in (3)a.

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

(4) Leave for Illness/Injury.

- a. Each participant shall be credited with five (5) days of leave with pay at the beginning of each full-time semester appointment. For less than full-time appointments, the leave shall be credited on a pro-rata basis with the assigned FTE. This leave is to be used in increments of not less than four (4) hours (1/2 day) when the participant is unable to perform assigned duties as a result of illness or injury of the participant or a member of the participant's immediate family. For the purposes of this Section, immediate family shall include the participant's spouse, mother, father, brother, sister, natural, adopted, or step-child, or other relative living in the participant's household.
- b. Such leave may be accumulated; however, upon termination of the post-retirement re-employment period, the participant shall not be reimbursed for unused leave.

(5) Personal Non-Medical Leave.

- a. Each participant who was on a twelve (12) month appointment upon entering the Phased Retirement Program and whose assignment during the period of re-employment is the same as that during the twelve (12) month appointment shall be credited with five (5) days of leave with pay at the beginning of each full-time semester appointment. This leave is to be used in increments of not less than four (4) hours (1/2 day) for personal reasons unrelated to illness or injury. Except in the case of emergency, the faculty member shall provide at least two (2) days notice of the intended leave. Approval of the dates on which the faculty member wishes to take such leave shall be at the discretion of the supervisor and shall be subject to the consideration of departmental and organizational scheduling.

- b. Such leave shall not be accumulated, nor shall the participant be reimbursed for unused leave upon termination of the post-retirement period.
- (6) Re-employment Period.
- a. The period of re-employment obligation shall extend over five (5) consecutive academic years, beginning with the academic year next following the date of retirement. No further notice of cessation of employment is required.
- b. The period of re-employment obligation shall not be shortened by the University, except under the provisions of Section 29.6(b)(7)b. of this article, and the provisions of the Disciplinary Action and Job Abandonment Article of the Agreement. During the period of re-employment, participants are to be treated, based on status at point of retirement, as tenured faculty members or non-tenure-earning faculty members with five (5) or more years of continuous service, as appropriate, for purposes of Sections 33.2(a) and (b) of the Agreement.
- (7) Declining Re-employment.
- a. A participant may decline an offer of re-employment during any academic year. Such a decision shall not extend the period of re-employment beyond the period described in Section 29.6(6)a. At the conclusion of the re-employment period, the University may, at its option, continue to re-employ participants in this program on a year-to-year basis.
- b. The University relies upon the acceptance of offers of re-employment to plan staffing levels. In the event that a participant either fails to complete an assignment he or she has accepted (except for extenuating circumstances beyond the faculty member's control), or does not accept an assignment for two (2) consecutive academic years, the participant's period of re-employment shall cease unless the University, in its sole discretion, determines that the continuation of the period of re-employment is in the best interests of the University.
- (8) Salary Increases. Participants shall receive all increases guaranteed to faculty members in established positions, in an amount proportional to their

part-time appointment, and shall be eligible for non-guaranteed salary increases on the same basis as other faculty members.

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

(10) Payroll Deductions. The UFF payroll deductions, as specified in Article 5, if applicable, shall be continued for a program participant during each re-employment period.

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

(12) The decision to participate in the Phased Retirement Program is irrevocable after the required approval document has been executed by all parties.

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

(c) PRP Information Document. The parties agree to jointly develop written information describing the current provisions of the Phased Retirement Program in the Agreement. The Board of Trustees shall distribute this written information to the Office of Human Resources and the UFF-UNF Chapter, upon request.

29.7 Free University Courses for Faculty: Full-time faculty members, including those on sabbaticals or on professional development or grants-in-aid leave, may enroll for up to six (6) credit hours of instruction per term (Fall, Spring, or Summer) without payment of tuition and fees at the University on a space available basis.

29.8 Employee Assistance Programs. The Board of Trustees encourages the University to expand its existing Employee Assistance Program (EAP) to include assessment, referral, follow-up consultation, short-term counseling, and other services for faculty members with personal, family, job stress, or substance abuse problems. Any policies created or revised by the University in the development or operation of its EAP shall be discussed in consultation with the UFF-UNF Chapter.

29.9 Pre-tax Benefits Program. The University shall continue to provide a pre-tax benefits program for salaried faculty members at the University which includes the opportunity to: (1) pay for their State insurance premiums on a pre-tax basis and, (2) utilize flexible spending accounts

UFF-UNF BOT Negotiations

UFF Proposal

September 1, 2017

298 for medical and dependent care expenses.

299

300 29.10 Parking. Each faculty member hired on or before the beginning of the 2014 fall term, who

301 remains employed by the University as of September 5, 2014, shall be provided a \$95

302 transportation stipend to be paid in the September 5, 2014 paycheck.

303

ARTICLE 31

GRIEVANCE

WHAT CHANGES ARE PROPOSED

- Deletes section that denies faculty the ability to “resort to other procedures” and to seek review “under other University procedures.”
- Deletes section that shifts burden of proof back to faculty in grievances involving administrative “reprisal.”
- Adds language that grants UFF access to “informal resolution process.”
- Adjusts time related penalties, deadlines and limits.
- Adds that informal resolutions be reduced to writing “jointly” by the administration and faculty member.
- Adds language providing for access to testimony and evidence.
- Expands language for contents of grievance decision.
- Deletes language that restricts the scope of arbitration.
- Adds language entitling faculty member to back pay with interest.

WHY THE CHANGES ARE IMPORTANT

- Improves process for faculty member.
- Allows faculty members to pursue multiple forums and avenues of relief.
- Encourages resolution of faculty concerns on the merits (versus technicalities).
- Balances potential harms to grievant versus harms to administration.
- Insures decisions are sufficiently and comprehensively articulated.
- Promotes fairness in process and outcomes.

ARTICLE 31

GRIEVANCE PROCEDURE AND ARBITRATION

31.1 Policy.

- (a) It is the intent of the University Administration and the UFF to provide a prompt, reasonable, and efficient opportunity for resolution of a dispute through the grievance procedure and arbitration process.
- (b) ~~Resort to Other Procedures. Except as noted below, if prior to filing a grievance, or while the grievance proceeding is in progress, a faculty member requests, in writing, resolution of the matter in any other forum, whether administrative or judicial, the University Administration shall have no obligation to entertain or proceed further with the matter pursuant to this grievance procedure. As an exception to this provision, a grievant may file an EEOC charge while the grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. § 2000e et seq.~~
- (c) No Reprisal. No reprisal of any kind shall be made by the University Administration or the UFF against any grievant, any witness, any UFF designee, or any other participant in the grievance procedure by reason of such participation.
- (d) Reclassifications. A faculty member who is reclassified to an out-of-unit classification shall retain the right to file a grievance consistent with the provisions of this Article for any act or omission that gave rise to a grievance while the faculty member was in-unit.
- (e) No resolution of any individually processed grievance shall be inconsistent with the terms of this Agreement.

31.2 Definitions and Forms.

- (a) Definitions.
 - (1) The term “grievance” shall mean a dispute filed with the Office of Employee and Labor Relations concerning the interpretation or application of a specific term or provision of this Agreement, University rules or policies that govern faculty terms or conditions of employment, or Guidelines referenced in this Agreement, subject to specific exclusions appearing in other articles of this Agreement.
 - (2) The term “grievant” means

- a. a faculty member or group of faculty members who has/have filed a grievance.
- b. the UFF where it is entitled by law to file a grievance and has filed a grievance in a dispute over a provision of this Agreement.
- c. the UFF where it has filed a grievance in a dispute over a provision of this Agreement based upon policy decisions by the University Administration which have general applicability to bargaining unit members, where such policy decisions give rise to disputes about the interpretation or application of the specific terms of this Agreement.

- (3) The parties may agree to consolidate grievances of a similar nature to expedite the review process.

(b) Forms.

- (1) Grievance Form. Each grievance must be submitted in writing on the form shown in Appendix "C" (Grievance Form), with all pertinent information explaining the disagreement or controversy, identifying the provision(s) at issue, and identifying any designee. The grievant's signature, confirming his/her intent to proceed with the grievance, shall be provided prior to the grievance hearing.
- (2) Arbitration Form. Each notice of arbitration shall be submitted in writing on the form shown in Appendix "D" (Notice of Arbitration). All pertinent information submitted with the Appendix "C" (Grievance Form) form, as well as the Grievance Hearing decision, shall be included as an attachment to the Appendix "D" (Notice of Arbitration) form.
- (3) The grievance forms, including the Appendix "G" (Exclusive Dispute Resolution Procedure for Course Assignments) form, may be filed by means of e-mail, fax, United States mail, or personal delivery. All grievance forms shall be dated when the grievance is received. The date of receipt shall be determined by the date on a receipt executed by the Office of Employee and Labor Relations if the grievance is hand delivered; by the date recorded on the fax if the grievance is filed by fax; by the date of the e-mail return receipt if e-mailed; or by the date of mailing as confirmed by the postmark if the grievance is sent by United States mail.

31.3 Burden of Proof.

- 88 (a) In all grievances except disciplinary grievances (see Article 30 on Disciplinary
89 Action and Job Abandonment), the burden of proof shall be on the faculty
90 member.
91
- 92 (b) In disciplinary grievances, the burden of proof shall be on the University
93 Administration.
94
- 95 (c) ~~In grievances filed against the Administration which allege reprisal, the grievant
96 has the initial burden of establishing a prima facie case of reprisal. Once the
97 grievant has established a prima facie case of reprisal, the burden shifts to the
98 Administration to rebut the inference of reprisal by articulating some legitimate,
99 non-reprisal reason for the Administration's action. The Administration need only
100 offer admissible evidence to raise a genuine issue of fact as to whether it had a
101 legitimate reason for taking its action. Once the Administration meets its burden
102 of articulating a legitimate non-reprisal reason for its action, the burden shifts back
103 to the grievant to show that the proffered reason is merely a pretext for reprisal.~~

104

105 31.4 Representation. The UFF shall have the exclusive right to represent any faculty member
106 in a grievance filed under this Agreement, unless a faculty member elects self-representation or to
107 be represented by legal counsel.

- 108 (a) UFF Grievance Representatives. At the beginning of each academic year, the UFF
109 shall furnish to the University Administration a list of all faculty members
110 authorized to act as grievance representatives, including the faculty member(s)
111 designated as the UFF Grievance Officer(s). The UFF shall promptly notify the
112 University Administration of additions or deletions to this list during the academic
113 year. Such representatives shall have the right during times outside of their
114 formally scheduled activities to investigate, consult, prepare grievance
115 presentations, and attend grievance and arbitration hearings. Grievance
116 representatives (or an observer appointed by the faculty member) shall also have
117 the right to assist faculty members in the informal resolution process including but
118 not limited to attendance at any meetings related to the informal resolution process
119 also attended by the University Administration.
120
- 121 (b) If a faculty member elects not to be represented by the UFF, the University
122 Administration shall promptly notify the UFF in writing or through email that the
123 grievance has been filed and shall advise UFF that a copy of the Appendix "C"
124 Grievance Form and any accompanying materials are available at the Office of
125 Employee and Labor Relations. The UFF shall also be notified in writing of the
126 date, time, and place of any meeting or hearing called for the purpose of discussing
127 the grievance, shall have the right to have an observer present at all meetings and/or
128 hearings called for the purpose of discussing such grievance including those related
129 to the informal resolution process, and shall be sent copies of all decisions at the
130 same time as they are sent to the other parties.
131

31.5 Appearances.

- (a) When a faculty member participates during working hours in a grievance hearing or in an arbitration proceeding, that faculty member's compensation shall neither be reduced nor increased for time spent in those activities.
- (b) Should participation in any grievance meeting or hearing or arbitration proceeding necessitate rescheduling of assigned duties, the faculty member may, with the approval of his/her chair/supervisor, arrange for the rescheduling of such duties or their coverage by other faculty members. Approval of such arrangements shall not be unreasonably withheld.

31.6 Informal Resolution. The University Administration and the UFF agree that problems shall be resolved informally, whenever possible, before the filing of a grievance. Therefore, no grievance shall be filed until the UFF or a faculty member grievant has timely requested (within 30 days of the date the UFF or the faculty member grievant knew or reasonably should have known of the alleged violation)—an informal resolution process with the University Administration in an effort to resolve the conflict before the filing of a grievance. ~~If the informal resolution process has been timely requested, as provided below, the later filed grievance shall be considered to be timely filed, as long as the other deadlines specified in Article 31.7 are observed. However, if the informal resolution process has not been timely requested, as provided below, the grievance shall be considered time-barred.~~ A faculty member shall have the right to representation by the UFF at all times during the informal resolution process. Upon request of the faculty member or the faculty member's representative, the University Administration shall, during the informal resolution period(s), arrange an informal meeting between the appropriate administrator and the faculty member.

- (a) All requests for informal resolution shall be in writing or by e-mail and submitted to the Office of Employee and Labor Relations within thirty (30) days of the act or omission giving rise to the dispute, or the date on which the faculty member knew or reasonably should have known of such act or omission if that date is later. The request shall contain a brief, general description of the dispute, identify the relevant provisions of this Agreement which are at issue, and include dates, times, and locations of the action(s) giving rise to the dispute.
- (b) Upon receipt of a ~~timely filed~~ request for informal resolution, the parties shall have thirty (30) days to attempt to informally resolve the dispute.
 - (1) The faculty member may terminate the period for informal resolution at any time by filing a grievance.
 - (2) If the parties are unable to reach informal resolution of the grievance within the time provided, or if the faculty member grievant has filed a formal

grievance, the Office of Employee and Labor Relations shall notify the UFF that informal resolution of the dispute is not possible.

- (c) Any informal resolution of the dispute shall be reduced to writing jointly by the University Administration and the faculty member, with copies provided to the faculty member grievant, the UFF, and the Office of Employee and Labor Relations.

31.7 Filing of a Grievance.

- (a) A grievance must be filed with the Office of Employee and Labor Relations on the form shown in Appendix C "Grievance Form" no later than ~~thirty (30) days~~ fifteen (15) days following the date of the Office of Employee and Labor Relations or UFF/grievant notifies the other party that informal resolution is not possible. ~~Compliance with the fifteen (15) day period shall be evidenced by the recorded date on which the grievance was received by the Office of Employee and Labor Relations.~~

- (b) The grievant may amend the Appendix C "Grievance Form" form ~~one time up to and including the Grievance Hearing so long as the factual basis of the complaint is not materially altered. However, only the alleged violation(s) identified in the initial or amended Appendix C "Grievance Form" may be considered at arbitration.~~

- (c) The filing of a grievance constitutes a waiver of any rights to judicial review of agency action pursuant to Chapter 120, Florida Statutes (i.e., one must choose between the collective bargaining grievance process or a hearing before the Division of Administrative Hearings), ~~and to the review of such actions under other University procedures that may otherwise be available to address such matters.~~

- (d) Time Limits.

- (1) ~~Time is of the essence under this Article and the~~ Time limits contained in this Article may be waived or extended ~~only~~ by mutual agreement of the parties. However, any party may request a postponement of fifteen (15) days of any time limit. ~~The first such request shall be granted. Any Further requests will require mutual agreement of the parties, and shall be granted for good cause shown. All requests and agreements for extension shall be documented in writing.~~

- (2) Upon failure of the University Administration to provide a decision within the time limits provided in this Article, the grievant/UFF may advance the grievance to the next step. ~~Upon the failure of the grievant/UFF to advance a grievance within the time limits provided in this Article, the grievance~~

~~shall be deemed to have been withdrawn by the grievant/UFF with prejudice.~~

(3) In the event that any action falls due on a Saturday, Sunday, or holiday, the action shall be considered timely if it is accomplished by 5:00 p.m. on the following business day.

(4) If the required action on any grievance falls during a time when classes are not in session, or when the faculty member is not on active employment (such as during a summer term, sabbatical, professional development, or any other approved leave), the deadline for such action shall be extended until fifteen (15) days after the faculty member returns to active employment. The Office of Employee and Labor Relations shall notify the parties when the fifteen (15) day period begins.

(5) If there is difficulty in meeting any time limit, the UFF representative may sign documents for the grievant. However, the grievant's signature shall be provided prior to the grievance hearing.

31.8 Grievance Hearing and University Administration's Decision.

(a) The Grievance Hearing.

(1) Selection of UNF-BOT Hearing Officer for the Grievance Hearing. Following the ratification of this Agreement, the President of UNF shall select a pool of three (3) hearing officers. The Hearing Officer chosen to conduct the formal grievance hearing shall thereafter be selected at random by the Office of Employee and Labor Relations in the presence of the grievant's representative by drawing the name of a Hearing Officer from an opaque container, provided that the Hearing Officer is not a person who has been involved in the attempt at informal resolution. Where the parties disagree as to the result of the random selection process, the parties may mutually select an individual who is not a member of the pool of Hearing Officers. The selection of a Hearing Officer shall occur not later than fifteen (15) days following the filing of a grievance with the Office of Employee and Labor Relations.

(2) The grievance hearing shall be held not later than fifteen (15) days following the selection of the Hearing Officer. At the hearing, the grievant (and the grievant's representative) and the University Administration shall have the right to present any evidence, including documents, that are relevant to the grievance. ~~Upon request, the grievant and the grievant's representative shall be provided access to all testimony and evidence, including all documents that are relevant to the grievance all relevant~~

documents. These documents and evidence shall be provided not later than ~~three (3)~~five (5) days prior to the hearing.

(b) The Decision.

(1) The Hearing Officer shall issue a written decision, with a detailed rationale, to the grievant, the UFF, and the University Administration within thirty (30) days of the hearing. The decision shall set forth findings of fact, reasoning, and conclusions on the issues submitted. The Hearing Officer shall also prepare a list of all documents referred to in the decision and presented by either party, and attach the list to the written decision.

(2) Only testimony and evidence shown to the grievant and presented at the hearing shall be considered by the Hearing Officer. If the University Administration references evidence in the written decision that was not introduced at the hearing, the hearing shall be reconvened in order to give the grievant an opportunity to discuss the evidence. The evidence shall be provided to the grievant and the grievant's representative not later than days prior to the reconvening of the hearing.

(c) In the absence of an agreement to extend the period for issuing the decision, the UFF may file for arbitration if the written decision has not been received by the parties by the end of the thirtieth (30th) day following the conclusion of the grievance hearing.

31.9 Arbitration.

(a) Filing. If the grievance has not been satisfactorily resolved after the grievance hearing or through the written decision, UFF may proceed to arbitration by filing a written notice of the intent to do so on the form shown in Appendix "D" (Notice of Arbitration). The notice of intent to proceed to arbitration must be filed with the Office of Employee and Labor Relations, with a copy to the University President, within thirty (30) days after receipt of the grievance decision. The grievance may be withdrawn at any time by the grievant or by the UFF President or designee or the UFF arbitration representative.

(b) Stipulation to Issues and Arbitrability

(1) Prior to the arbitration, the University Administration and the UFF shall stipulate to the issue(s) to be arbitrated. In the event a stipulation is not reached, the arbitrator shall identify the issue(s) based upon the evidence presented.

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

(c) Selection of an Arbitrator.

(1) Within ten (10) days after receipt of the notice of intent to arbitrate, designees of the University Administration and the UFF shall jointly request a list of seven (7) qualified neutrals from the Federal Mediation and Conciliation Service (FMCS). The joint request to FMCS shall specify that the list of seven (7) qualified neutrals to be provided to the parties must be limited to arbitrators residing in the State of Florida with professional experience in higher education. Within seven (7) days after receipt of the list from FMCS, the parties shall meet and alternately strike names on the list. The party requesting arbitration shall strike the first name. After each party has struck three (3) names, the last remaining name shall be the arbitrator. Failure of the parties to select an arbitrator within twenty (20) days of receipt of the list from FMCS will be considered a withdrawal of the grievance with prejudice.

(2) In lieu of the selection process set forth in Article 31.9 (c) (1), above, designees of the University Administration and the UFF may meet within seven (7) days after receipt of a notice of intent to arbitrate for the purpose of selecting an independent arbitrator. Provided, however, this alternative selection process shall not be available once a list from FMCS has been requested as specified in Article 31.9 (c) (1), above.

(d) Authority of the Arbitrator.

(1) The arbitrator shall neither add to, subtract from, modify, nor alter the terms or provisions of this Agreement. ~~Arbitration shall be confined solely to the precise issue(s) submitted for arbitration. The arbitrator shall refrain from issuing any statements of opinion or conclusion not essential to the determination of the issues submitted.~~

(2) Where an administrator has made a judgment involving the exercise of discretion, such as decisions regarding evaluation, tenure, or promotion, the arbitrator shall not substitute the arbitrator's judgment for that of the administrator. Nor shall the arbitrator review such decision except for the purpose of determining whether the decision has violated the Agreement. If the arbitrator determines that the Agreement has been violated, the arbitrator shall direct the University Administration to take appropriate

remedial action, consistent with this Agreement, which the arbitrator may specify.

a. An arbitrator may award back salary when the arbitrator determines that the faculty member is not receiving the appropriate salary from the University Administration. In addition to an award of back salary, the arbitrator may also require the University Administration to make retroactive payment of lost contractual economic benefits that are proven to be directly affected by the award of back salary. The faculty member is also entitled to interest on any award involving payment of back salary and lost contractual economic benefits. However, the arbitrator may not award any other monetary damages or penalties.

b. If the arbitrator finds that “notice that no further employment will be offered” was not given consistent with the notice provisions of the Nonreappointment Article, and that the notice was given so late that (a) the faculty member was deprived of reasonable opportunity to seek other employment, or (b) the faculty member actually rejected a written offer of comparable employment which the faculty member otherwise would have accepted had notice been timely given, and the arbitrator finds that no other remedy is adequate, the arbitrator may in that instance direct the University Administration to renew the appointment for an additional year.

c. An arbitrator’s decision awarding employment beyond the sixth (6th) year shall not entitle the faculty member to tenure. In cases in which the arbitrator finds procedural error, finds that the decision was not based on the specified criteria, or finds that the decision was based on an unreasonable application of those criteria, the grievant’s appointment shall be renewed and the grievant shall be allowed to reapply for tenure under the same conditions and with the same protections under this Agreement that would apply to any other faculty member. The arbitrator shall retain jurisdiction to ensure that the grievant’s rights are not violated during the reapplication process. In no instance may an arbitrator award tenure or promotion.

(e) Hearing and Decision.

(1) The hearing shall commence within thirty (30) days of the arbitrator’s acceptance of selection, or as soon thereafter as is practicable.

(2) Except as modified by the provisions of this Agreement, the arbitration proceeding shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

(3) The arbitrator shall issue the decision within thirty (30) days of the close of the hearing or the submission of briefs, whichever is later, unless additional time is agreed to by the University Administration and the UFF or grievant (if the grievant is representing himself or herself). The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted.

(f) Effect of Decision. The decision or award of the arbitrator shall be final and binding upon the Board, the University Administration, the UFF, and the grievant, provided that either party may appeal to an appropriate court of law, pursuant to Chapter 682, Florida Statutes, any decision that was rendered by the arbitrator acting outside or beyond the arbitrator's jurisdiction.

(g) ~~Retroactivity. An arbitrator's award may or may not be retroactive as the equities of each case may demand, but in no case shall an award be retroactive to a date earlier than sixty (60) days prior to the date the grievance was initially filed. However, if it is determined that the grievant did not receive the proper salary due to a clerical error on the part of the Administration, the grievant shall receive the amount to which he/she would have been entitled were it not for the Administration's clerical error.~~

(h) Fees and Expenses. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing its own case and paying its own designee, attorney, and witnesses as applicable.

31.10 Precedent. No complaint informally resolved, or grievance resolved, shall constitute a precedent for any purpose unless agreed to in writing by the President or designee and the UFF acting through its President or designee. However nothing in this section shall prohibit a grievant from introducing evidence from prior complaints informally resolved or prior grievances resolved.

31.11 Records. All written materials created as a result of a grievance, except decisions resulting from arbitration or settlement, shall be filed in a secure location, separate from the evaluation file of the grievant or witnesses.

31.12 Expedited Grievance Procedure for Conflict of Interest.

(a) A grievance alleging a violation of the conflict of interest provisions of this Agreement shall be filed with the President or designee who shall meet with the grievant and his/her representative no later than seven (7) days after the grievance

has been filed, if practicable, to review the grievance. The President or designee shall issue a decision no later than seven (7) days following the grievance hearing.

(b) The UFF, if it chooses to proceed to arbitration, shall file a request for arbitration within fifteen (15) days after receipt of the President or designee's written decision, using Appendix "D" (Notice of Arbitration).

(c) An arbitrator shall be selected by the parties not later than fifteen (15) days following receipt of the Appendix "D" (Notice of Arbitration) form.

(d) The arbitrator shall issue a memorandum of decision within seven (7) days following the conclusion of the arbitration, to be followed by a written opinion and award in accordance with Articles 31.9(d) and (e).

(e) All other provisions of this article shall apply to a grievance filed under this subsection, except as noted above.