



Item: PC: A-1

June 7, 2016

SUBJECT: Approval of Ratification of 2015-18 FAU BOT/UFF Collective Bargaining Agreement

PROPOSED Board ACTION

Approve the 2015-18 Collective Bargaining Agreement negotiated between the authorized representatives of the Florida Atlantic University Board of Trustees and the United Faculty of Florida at FAU (UFF), and recommend that the full Board ratify the same.

BACKGROUND INFORMATION

The prior contract with the UFF was in effect from 2012 until June 30, 2015. The parties have been negotiating each of the 32 Articles in the contract since last Fall and reached tentative agreement on all of them. This Committee has provided guidance, authorization and approvals throughout the bargaining process. Final approval by the committee and ratification by the full Board of Trustees will complete this year's process.

Highlights of substantive article amendments include:

- Article 5 – Academic freedom and responsibility language was clarified as requested by the Faculty Senate and agreed by the parties.
- Articles 14, 15 & 20 – The parties agreed to clarify that only the University President may award promotion or tenure, and an arbitrator cannot overturn an administrator's discretionary decision.
- Article 19 – The requirement and process for faculty reporting outside professional activity to disclose potential conflicts of interest was broadened.
- Article 23 – Provides for a 3-year comprehensive wage increase program for faculty conditioned on solely on performance, merit and equity qualifications. The wage program will cost approximately 3%, 3% and 2% in contract years one, two and three, respectively. All future wage increases are contingent on receiving performance funding from the BOG and/or legislature. Standard promotion increases were maintained. FAUS

teachers are eligible for up to a 2%, 2% and 2% base merit wage increase based on performance.

- Article 24 – Provides a new tuition benefit of up to 60 credit hours for dependent children of faculty, contingent on timely graduation and academic performance.
- Article 30 – Creates a three-year term with no contract reopeners, and gives the parties the opportunity to bargain the impact of a sustained performance evaluation process (post-tenure review).

These proposed amended articles were ratified by the faculty union on May 26, 2016.

IMPLEMENTATION PLAN/DATE

Effective as stated in the Articles upon Board of Trustees approval.

FISCAL IMPLICATIONS

UFF employees' salary increases for promotions funded by the FAU E&G Budget, and FAUS appropriated budget.

Supporting Documentation: Proposed Revised Collective Bargaining Agreement Articles

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**FLORIDA ATLANTIC UNIVERSITY
BOARD OF TRUSTEES
and
THE UNITED FACULTY OF FLORIDA**

**COLLECTIVE BARGAINING AGREEMENT
2012-20156**

ARTICLE 3 FAU CHAPTER UFF PRIVILEGES

- 3.1 Use of Facilities and Services. Subject to the regulations of the Board and University policies, the UFF shall have the right to use University facilities for meetings and all other services on the same basis as they are generally available to other University-related organizations. The Provost's representative will ~~work to identify office space available for UFF purposes and report the findings back to the UFF~~ prior to the Fall 2016 ~~semester~~with phone and internet availability. All expenses for the phone and internet shall be borne by UFF.
- 3.2 Communications.
- (a) The University will place a link in an appropriate place on the University web site to the web site of the FAU Chapter of UFF.
- (b) Accessing existing University e-mail listservs or establishing a new listserv allowing the UFF electronic communications with employees shall be the subject of consultation pursuant to Article 2, Consultation. UFF agrees to pay a reasonable annual fee to the University if access to a University maintained e-mail listserv is provided. However, such listservs may not be used for election campaigns for public office or for exclusive collective bargaining representation. Employees who are e-mail recipients of the listserv shall have the right to have themselves removed from the listserv upon their written request.
- 3.3 Leave of Absence -- Union Activity.
- (a) At the written request of the UFF, provided no later than May 1 of the year prior to the beginning of the academic year when such leave is to become effective, a full-time or part-time leave of absence for the academic year shall be granted to up to three (3) employees designated by the UFF for the purpose of carrying out UFF's obligations in representing employees and administering this Agreement, including lobbying and other political representation. Such leave may also be granted to up to two (2) employees for the entire summer term, upon written request by the UFF provided no later than ~~March 15~~April 1 of the preceding academic year. Upon the failure of the UFF to provide the Board with a list of designees by the specified deadlines, the Board may refuse to honor any of the requests which were submitted late.
- (b) The UFF shall reimburse the University for the employee's salary, fringe benefits, and retirement.
- (c) Employees on full-time leave under this paragraph shall be eligible to receive salary increases in accordance with the provisions of Section 17.3. Employees on less than full-time leave under this paragraph shall be eligible to receive salary increases on the same basis as other employees.

- (d) An employee who has been granted leave under this Article for two (2) consecutive academic years shall not again be eligible for such leave until two (2) consecutive academic years have elapsed following the end of the leave. Four (4) employees, designated by the UFF, shall be exempt from the provisions of this subsection. Other exceptions may be granted at the discretion of the Board upon prior written request by the UFF.
- (e) The University or the Board shall not be liable for the acts or omissions of said employees during the leave and the UFF shall hold the University and Board harmless for any such acts or omissions, including the cost of defending against such claims.
- (f) An employee on such leave shall not be evaluated for this activity nor shall such activity be considered by the University in making personnel decisions.

3.4 Released Time.

- (a) Defined. A "Unit" of released time shall consist of a reduction in teaching load of one course for Fall or Spring semester or a 25% reduction in academic assignment for Fall or Spring semester for instructional employees or, for non-teaching employees, a reduction in workload of ten (10) hours per week. The employee and the Chair/Dean, will decide how to implement the released time.

- (b) Types.

- (1) Representation and Contract Administration. The Board agrees to provide a total of two (2) units of released time for both Fall and Spring Semesters and one unit of released time for Summer to full-time employees designated by the UFF for the purpose of carrying out the UFF's obligations in representing employees and administering this Agreement. The UFF may designate employees to receive released time during the academic year, subject to the following conditions: no more than one (1) employee per fifteen (15) employees per department/unit may be granted released time at any one time, nor may any employee be granted more than a two (2) unit reduction in a single semester. The UFF shall provide the Board with a list of requested designees for the academic year no later than May 15 of the preceding academic year, and by April 1. of the preceding academic year for the requested summer designee. Upon the failure of the UFF to provide the Board with a list of designees by the specified deadlines, the Board may refuse to honor any of the requests which were submitted late. Upon approval of the designees by the Board, the designees shall serve for one (1) academic year. Substitutions for the spring semester may be made upon written notification submitted by the UFF to the Board no later than October 15.

- (2) Collective Bargaining Released Time. The Board will provide released time for a bargaining team representing the UFF for the purposes of engaging in collective bargaining upon the expiration of the contract. Released time will be provided to no more than four (4) members. Collective bargaining released time will be provided during the Spring ~~2015-2018~~ semester. Released time will consist of four (4) units as defined in Section 3.4(a). A designated FAUS employee may be released for collective bargaining negotiation sessions, with at least two days prior administrative approval. The UFF shall provide the Board with a list of team members no later than May 15, ~~2014~~2017. Changes to the collective bargaining team members list may be made upon written notification submitted by the UFF to the Provost no later than September 1, 2014. Upon the failure of the UFF to provide the Board with a list of designees by the specified deadlines, the Board may refuse to honor any of the requests which were submitted late.
- (c) Released time shall be used for conducting UFF business and shall not be used for lobbying or other political representation. Leave for lobbying or other political representation may be purchased by the UFF pursuant to Section 3.3.
- (d) Eligibility. Except for Section 3.3, Leaves, employees who are on leave of any kind, shall not be eligible to receive released time. Upon the failure of the UFF to provide a list of designees by the specified deadlines, the Board may refuse to honor any of the released time requests which were submitted late. Substitutions submitted after the October 15 deadline shall be allowed at the discretion of the Board. An employee who has been granted released time for either or both semesters during four (4) consecutive academic years shall not again be eligible for released time until two (2) academic years have elapsed following the end of the fourth academic year in which such released time was granted.
- (e) Rights and Responsibilities. Employees on released time shall be eligible for salary increases on the same basis as other employees, but their released time activities shall not be evaluated nor taken into consideration by the University in making personnel decisions. Employees on released time shall retain all rights and responsibilities as employees but shall not be considered representatives of the University or Board for any activities undertaken on behalf of the UFF. The UFF agrees to hold the University and Board harmless for any claims arising from such activities, including the cost of defending against such claims.

3.6 Board of Trustees Meetings.

- (a) The Board shall make available to the UFF a copy of the agenda of each Board meeting or Board committee meeting at the time those agendas are made available to members of the Board and a copy of the minutes of the Board meetings at the time they are made available to the general public.

If the Board places an action item on its agenda that implicates collective bargaining, the UFF will be allowed on the agenda subject to the Board's established protocol for its meetings and the authority of the Chair to conduct the proceedings.

ARTICLE 5 ACADEMIC FREEDOM AND RESPONSIBILITY

- 5.1 Policy. It is the policy of the ~~The~~ Board, the University, and the UFF ~~are committed to~~ maintaining and encouraging full academic freedom. Academic freedom and academic responsibility are essential to the full development of a true university and apply to teaching, research/creative activities and service. An employee engaged in such activities shall be free to cultivate a spirit of inquiry and scholarly criticism and to examine ideas in an atmosphere of freedom and confidence. ~~twin guardians of the integrity of institutions of higher learning.~~ This integrity is essential to the preservation of a free society and explains the willingness of society historically to accept the concept of academic freedom and, in addition, to protect it through the institution of academic tenure.
- 5.2 Academic Freedom. Academic freedom is the freedom to teach, to conduct research, and to publish the results of that research. ~~The principal elements of academic freedom include the freedom to:~~
- (a) To p~~P~~resent and discuss academic subjects, frankly and forthrightly, without fear of censorship, and to select instructional materials and determine grades in accordance with Board and University policies. The objective and skillful exposition of subject matter, including the acknowledgement of a variety of scholarly opinions, is the duty of every employee.
 - (b) To e~~E~~ngage in scholarly and creative activity, and to publish results in a manner consistent with professional obligations.
 - (c) To s~~S~~peak freely on, and seek changes in, academic and institutional policies.
 - (d) To e~~E~~xercise constitutional rights without institutional censorship or discipline.
- 5.3 Academic Responsibility. Academic freedom is accompanied by a corresponding responsibility on the part of employees. University faculty are members of a learned profession. As scholars and educators, they should remember that the public may judge their profession and their institution by their utterances. ~~Freedom entails responsibilities.~~ The Board of Trustees, the University, and the UFF accept responsibilities to: (1) scholarship, (2) students and colleagues, (3) the University, and (4) the larger community which the University serves. These responsibilities include:

- (a) Scholarly responsibility to be forthright and honest in the creation and communication of scientific and scholarly knowledge and to uphold the ethical standards of their discipline.
- (b) Respecting the relationship between professor and student: adhere to the proper role as teacher, researcher, intellectual mentor, and academic advisor; respect students, staff, and colleagues and treat them with behavior free from discrimination and avoid any exploitation of such persons for private advantage; recognize their right to enjoy full academic freedom; and respect the integrity of the evaluation process with regard to students, staff, and colleagues.
- (c) Contributing to the orderly and effective functioning of the academic unit (program, department, school, and/or college) and/or the University by adhering to the principles of shared governance and the regulations of the University. -The Board of Trustees and their representatives have responsibilities that include, but are not limited to, promoting intellectual growth, the rights of employees, and academic freedom.
- (d) Academic freedom is accompanied by corresponding responsibility not to represent oneself as an institutional representative unless specifically authorized as such, with the understanding that mere identification as an FAU employee or by an FAU title or rank shall not be construed as such a representation. ~~Recognizing that faculty, as members of the community, have rights and duties. When speaking on any matter of public interest, a faculty member shall make clear when comments represent personal opinions and when they represent official University positions.~~

ARTICLE 6 NONDISCRIMINATION

- 6.1 Statement of Intent. The Board and the UFF shall protect and safeguard the rights and opportunities of each employee to work in an environment free from any form of discrimination or harassment. The parties recognize their obligations under federal and State laws, rules, and regulations prohibiting discrimination, and have made clear their support for the concepts of affirmative action and equal employment opportunity. They desire to assure equal employment opportunities within FAU and recognize that the purpose of affirmative action is to provide equal opportunity to women, minorities, and other affected groups to achieve equality within FAU. The implementation of affirmative action programs will require positive actions that will affect terms and conditions of employment and to this end the parties have, in this Agreement and elsewhere, undertaken programs to ensure equitable opportunities for employees to receive salary adjustments, tenure, continuing multi-year appointments, successive fixed multi-year appointments, promotion, sabbaticals, and other benefits. This statement of intent is not subject to Article 20, Grievance

Procedure. Nothing in this Article is intended to alter the eligibility requirements for benefits provided by the University.

6.2 Policy.

~~(a)~~ Discrimination.

~~(b)~~(a) Personnel decisions shall be based ~~related criteria and performance upon~~ legitimate occupational needs, qualifications, job related criteria, and performance rather than membership in a protected class identified in Article 6.2(a)(2).

- (1) ~~Furthermore, n~~Neither the Board nor the UFF shall discriminate against any faculty member based upon race, color, gender, religious creed, national origin, age, veteran status, disability, political affiliation, sexual orientation, gender identity and expression, or marital status, nor shall the Board or the UFF abridge any rights of faculty members related to union activity granted under Chapter 447, Florida Statutes, including but not limited to the right to assist or to refrain from assisting the UFF, or the exercise of any rights under this Agreement.
- (2) Should state or federal law establish any additional protected category for claims of discrimination during the term of this Agreement, the Board and the UFF agree to modify the Agreement pursuant to Article 31.3. Disparate treatment on the basis of a class not protected by federal or state law may not be grieved if such disparate treatment is required by federal or state law.

~~(c)~~(b) Sexual Harassment.

- (1) Sexual harassment is a prohibited form of sex discrimination. Sexual harassment in the employment context is defined as including the following:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.
- (2) In addition to the parties' concern with respect to sexual harassment in the employment context, the parties also recognize the potential for this form of illegal discrimination against students. Relationships between employees and students, even if consensual, may become exploitative,

and especially so when a student's academic work, residential life, or athletic endeavors are determined, supervised or evaluated by the employee and are prohibited (see Section 5.3). These relationships may also involve a conflict of interest (see Article 19).

~~(d)~~(c) Investigation of Charges of Discrimination. Charges of discrimination, including those filed by employees against students alleging unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature that constitutes sexual harassment, shall be promptly reviewed/investigated according to [University Regulation 5.010](#) and established University procedures of the Office of [Equal Opportunity Programs Equity, Inclusion and Compliance](#). No employee reviewed/investigated under such procedures shall be disciplined until such review is complete and a finding of [discrimination-a violation of the Regulation](#) has been issued.

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

- 6.3 Access to Documents. No employee shall be refused a request to inspect and copy documents relating to the employee's claim of discrimination, except for records which are exempt from the provisions of the Public Records Act, Chapter 119, Florida Statutes. An employee may examine such files, upon reasonable advance notice, during regular business hours of the office in which the file is kept, under such conditions as are necessary to insure its integrity and safekeeping. The University may charge for copies of documents in accordance with law, rule, University procedures, and this Agreement.
- 6.4 Consultation. As part of the consultation process described in Article 2, the parties agree to discuss efforts made to appoint and retain women and minority employees.

ARTICLE 8 APPOINTMENT

- 8.1 Policy. The Board shall exercise its authority to determine standards, qualifications, and criteria in order to fill bargaining unit vacancies with the best possible candidates. Prior to making the decision to hire a candidate to fill a bargaining unit vacancy, the appropriate administrator(s) shall consider recommendations which have resulted from the review of candidates by employees in the department/unit.

8.2 Offer of Employment. A successful applicant will receive a letter offering employment and providing, among other information, name, starting date, employment unit, salary, tenure or non-tenure status, credit towards tenure, and principal place of employment.

8.3 ~~Notice of Appointment Status. Prior to the beginning of employment and, subsequently, upon a significant change in status (i.e., items a, e, g, i, m below and any special salary increases), each employee will receive a Notice of Appointment signed by the President or his/her representative and the employee. The University may enclose informational addenda, except that such addenda may not abridge the employee's rights or benefits provided in this Agreement. The University Notice of Appointment shall contain the following elements: At any point in time, the faculty member may login to Workday to view the current job details of their position. Information not available on Workday may be obtained through the Provost's Office or Human Resources. Available information includes:~~

- (a) Professional Classification System title, class code, rank and appointment type;
- (b) Employment unit (e.g., department, school, college, institute, center, etc.)
- (c) The dates of appointment;
- (d) Special conditions of employment;
- (e) A statement that the position is (1) tenured, (2) non-tenure earning, (3) tenure-earning, (4) non-permanent status earning, or (5) permanent status;
- (f) A statement that the employee's signature on the Notice of Appointment shall not be deemed a waiver of the right to process a grievance with respect thereto in compliance with Article 20;
- (g) A statement about notice provisions.
- (h) A statement that the appointment is subject to the Constitution and laws of the State of Florida and the United States, the Regulations of the Board and the University, and this Agreement;
- (i) Percent of full-time effort (FTE) assigned;
- (j) Salary rate;

~~—A statement of non-discrimination conforming with Article 6;~~

~~(k) A statement informing the employee of the obligation to report outside activity and conflict of interest under the provisions of Article 19 and the Agreement; and~~

~~(k)~~ Principal place of employment.

8.4 Appointments.

(a) The academic year appointment for faculty shall be for 39 weeks. In cases where the mission of the unit warrants the conversion from an academic year appointment to a calendar year appointment, the salary conversion will be done proportionally. Non-teaching employees may be appointed for periods between nine and twelve months by mutual agreement.

(b) Supplemental Summer Appointments.

(1) Policy. In recognition of the demonstrated quality and expertise of the FAU faculty, the University, at its discretion, shall endeavor, within the confines of curricular needs, student demand, and available funding, to maximize faculty teaching assignments. No employee shall be obligated to accept a supplemental summer appointment. An employee must accept an offer of a summer appointment within ten days of the offer or forfeit his/her Preference. Supplemental summer appointments shall be offered, either verbally or in writing, no later than five weeks prior to the beginning of the appointment if practicable, in accordance with written criteria. The criteria shall be made available in each college and shall apply to all summer appointments in that college. The criteria shall consider the employees' educational qualifications and experience.

(2) Preference. The University shall offer two available supplemental summer appointment equitably and as appropriate, in the following order:

First Preference: to qualified full-time bargaining unit employees in the department/school, without an existing summer appointment to teach a class or equivalent assignment, in the following categories: tenured employees, tenure earning employees, employees with multi-year appointments, and instructors who have taught at the University for at least three consecutive years;

Second Preference: to other bargaining unit employees in the department/school, without an existing summer appointment to teach a class or equivalent assignment, who are qualified.

If all bargaining unit employees, including faculty in the Honors College, qualified to teach a class have already been offered two classes to teach

or an equivalent assignment, the University may offer the supplemental summer appointment to anyone who is qualified (e.g., adjuncts).

- (3) Assignments for supplemental summer appointments shall be made in accordance with Florida Statutes (the "twelve hour law"). Assignments for those receiving a summer appointment will be provided according to Article 9.5, and the workload (i.e., number of credits or classes) assigned will be determined at the College's discretion.
- (4) Compensation. An employee who has received a summer appointment to teach a course in accordance with Article 8.4(b) shall be compensated according to the scale below, pro-rated for the credit hours of the course. ~~The following reflects compensation for a summer course or equivalent assignment that would carry a 0.25 FTE instructional assignment value when teaching the same course, or a course similar in length and content during a semester in the regular academic year, and shall be prorated accordingly. Percentages are based on the regular 9-month base salary.~~
 - a. First assigned course: 12.5% for a 3-credit course of regular 9-month base salary as of the prior March 1.
 - b. Second assigned course: At the minimum rate set in Appendix H, ~~but not to so long as the rate does not~~ exceed 12.5% for a 3-credit course of regular 9-month base salary as of the prior March 1.
 - c. Each additional assigned course: At a rate set by the dean of each college, not to exceed the rate paid for the second course.

(c) FAUS Appointments.

- (1) Academic Year Appointments. The academic year appointment period for developmental research school employees consists of a fall and spring semester not exceeding 194 days within approximately 42 contiguous weeks. In scheduling these days, the FAUS shall consider the calendar of the local districts and such scheduling shall be subject to consultation under Article 2.
- (2) All FAUS appointments after July 2011 are non-permanent status earning as per Florida statutes.
- (3) Probationary Period. The initial Notice of Appointment of a FAUS employee shall include a one school year probationary period during which time the employee's appointment may be terminated without cause or the employee may resign without breach of contract.

- (4) Summer Teaching Appointments. The following provisions apply only to those summer teaching appointments funded by the schools through the use of State funds (FEFP) allocated for that purpose.
- a. Summer teaching appointments shall be offered equitably and as appropriate to qualified employees in a timely manner. Such appointments shall be made in accordance with written criteria developed with the UFF. The criteria shall be made available in a public place at FAUS.
 - b. Employees shall receive approximately the same hourly rate for teaching a course during a summer appointment as they received for teaching the same or similar course during the academic year, regardless of the length of the summer appointment.
- (d) Additional Compensation Appointments. Additional compensation is defined as compensation for any duties in excess of a full appointment (1.0 FTE). All additional compensation shall be paid through OPS.
- (e) Visiting Appointments. A "visiting" appointment is one made to a person having appropriate professional qualifications, for a limited period. A visiting appointment may not exceed a total of three (3) consecutive years. Persons on visiting appointments will be given a position classification that places them in the bargaining unit, as specified in Appendix "A," Position Classifications.
- (f) Adjunct Appointments. The use of adjuncts shall, upon the request of the UFF Chapter representatives, be a subject of consultation under the provisions of Section 2.1.
- (g) Fixed Multi-Year Appointments at Florida Atlantic University.
- (1) Two- to five-year fixed multi-year appointments may be offered for the following:
 - a. Instructors and Lecturers;
 - b. Non-tenured or non-tenure earning Assistant Librarians, Associate Librarians, Librarians, and Counselors/Advisors;
 - c. Scholars/Scientists, Research Associates, and Associate In/Assistant In _____;
 - d. Clinical faculty;
 - e. Individuals who have officially retired from universities or other organizations and who are at least 55 years of age;

- f. Tenured employees who decide to give up their tenured status to take advantage of whatever incentives might be offered by a fixed multi-year appointment; and
 - g. Individuals who have held the rank of full professor for at least seven (7) years at an institution of higher education.
- (2) Successive fixed multi-year appointments may be offered to eligible employees hired pursuant to Section 8.4(h)(1) as follows:
- a. Criteria used to determine in which instances to offer successive appointments include consideration of the basis for the initial fixed multi-year appointment, evaluation of performance, professional growth, extent and currency of professional qualifications, contribution to the mission of the department or program, staffing needs, funding source alternatives, and continuing program considerations. Such criteria shall be put in writing by the department/unit and available to all eligible employees.
 - b. The employee will be advised in the penultimate year of the appointment that to be considered for a successive fixed multi-year appointment, the employee must submit a request and written documentation pursuant to written procedures established by the unit. The University shall notify the employee in writing of its decision to offer or not offer a successive appointment.

8.5 **Reclassification of an Employee to a Non-Unit Classification.** Employees shall be provided written notice thirty (30) days in advance, where practicable, with a copy to the local UFF Chapter, when the University proposes to reclassify the employee to a classification which is not contained in the General Faculty bargaining unit. The employee may request a review of such action consistent with the provisions of Section 28.6 and UFF may discuss such action pursuant to Article 2, Consultation. If the employee requests a review of such action, no reclassification will become effective until thirty (30) days following the review. No position classification shall be changed to a classification which is not contained in the General Faculty bargaining unit until the UFF has had an opportunity to review and respond.

ARTICLE 9 ASSIGNMENT OF RESPONSIBILITIES

9.1 **Policy.** The professional obligation is comprised of both scheduled and non-scheduled activities. The parties recognize that it is a part of the professional responsibility of employees to carry out their duties in an appropriate manner and

place. For example, while instructional activities, office hours, and other duties and responsibilities may be required to be performed at a specific time and place, other non-scheduled activities are more appropriately performed in a manner and place determined by the employee in consultation with his/her supervisor.

9.2 Place of Employment.

- (a) Principal. Each employee shall be assigned one principal place of employment, as stated on the [letter of appointment and in "Workday" Notice of Appointment](#). Where possible, an employee shall be given at least nine (9) months' notice of change in principal place of employment. The employee shall be granted, upon written request, a conference with the person responsible for making the change to express concerns regarding such change, including concerns regarding considerations in assignment as described in Section 9.3. Voluntary changes and available new positions within the department shall be considered prior to involuntary changes, if practicable.
- (b) Secondary. Each employee, where possible, shall be given at least ninety (90) days written notice of assignment to a secondary place of employment more than fifteen (15) miles from the employee's principal place of employment. The employee shall be granted, upon written request, a conference with the person responsible for making the change to express concerns regarding such change. If the assignment to a secondary place of employment is made within the regular full-time appointment, the supervisor will make an appropriate adjustment in the assignment in recognition of time spent traveling to a secondary place of employment. Necessary travel expenses, which may include overnight lodging and meals for all assignments not at the employee's principal place of employment, shall be paid at State rate and in accordance with the applicable provisions of State law.

9.3 Considerations in Assignment.

- (a) Assignment will be made with the consideration of the following in no particular order:
 - (1) the needs of the program or department/unit in the areas of teaching, research and services;
 - (2) the employee's qualifications and experiences, including professional growth and development;
 - (3) the character or complexity of the assignment; and
 - (4) the opportunity to fulfill applicable criteria for tenure, promotion, continuing multi-year appointments, successive fixed multi-year appointments, and merit salary increases.

- (b) The employee shall be granted, upon written request, a conference with the person responsible for making the assignment to express the employee's concerns. If the conference with the person responsible for making the assignment does not resolve the employee's concerns, the employee shall be granted, upon written request, an opportunity to discuss those concerns with an administrator at the next higher level.
- (c) The Board and the UFF recognize that, while the Legislature has described the minimum full academic assignment in terms of twelve (12) contact hours of instruction or equivalent research and service, the professional obligation undertaken by a faculty member will ordinarily be broader than that minimum. In like manner, the professional obligation of other professional employees is not easily susceptible of quantification. The University has the right, in making assignments, to determine the types of duties and responsibilities that comprise the professional obligation and to determine the mix or relative proportion of effort an employee may be required to expend on the various components of the obligation.
- (d) No employee's assignment shall be imposed arbitrarily or unreasonably. If an employee believes that the assignment has been so imposed, the employee should proceed to address the matter through the Exclusive Assignment Dispute Procedures of this Agreement, which shall be the exclusive method for resolving such disputes.

9.4 Annual Assignment.

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

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

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

- (c) Change in Assignment. Should it become necessary to make changes in an employee's assignment, the person responsible for making the change shall notify the employee prior to making such a change and shall specify such change in writing.
- (d) Equitable Opportunity. Each employee shall be given assignments which provide equitable opportunities, in relation to other employees in the same department/unit, to meet the required criteria for promotion, tenure, continuing multi-year appointments, successive fixed multi-year appointments, and merit salary increases.
- (1) For the purpose of applying this principle to promotion, assignments shall be considered over the entire period since the original appointment or since the last promotion, not solely over the period of a single annual assignment. The period under consideration at the University shall not be less than four years. The employee's annual assignment shall be included in the promotion file.
 - (2) For the purpose of applying this principle to tenure, assignments shall be considered over the entire probationary period and not solely over the period of a single annual assignment. The employee's annual assignment shall be included in the tenure file.
 - (3) If an arbitrator determines that the employee was not provided an "equitable opportunity" as described in this section, the arbitrator may award additional employment requiring the University to provide the "equitable opportunity" as described herein. The arbitrator may also retain jurisdiction for purposes of determining whether the ensuing assignment provides such "equitable opportunity." The arbitrator does not have the authority to grant tenure or promotion.

9.5 Summer Assignment.

- (a) The summer instructional assignment, like that for the academic year, includes the normal activities related to such an assignment as defined by the department/unit and the nature of the course, such as course preparation, minor curriculum development, lectures, evaluation of student efforts, consultations and conferences with students, and minor committee activities during the period of assignment. Other credit-generating activities such as thesis or dissertation supervision, directed independent studies, supervised teaching or research, or supervision of student interns, as well as research or service activities, may be offered during the summer term for agreed-to compensation for that specific activity separate from the compensation provided for any summer instructional assignment.

- (b) When a summer instructional appointment immediately follows the academic year appointment, the employee may be assigned reasonable and necessary non-instructional duties related to the summer instructional appointment prior to the conclusion of the academic year appointment.
- (c) If a faculty member on a nine-month academic year contract accepts an additional summer course appointment that requires all classes to be conducted at a campus location that is different than their principal place of assignment, the University, at its discretion, will either provide access to an office and computer, or travel reimbursement. Similarly, the University, at its discretion, will either provide access to an office and computer or travel reimbursement, if a faculty member on an additional summer course appointment is teaching on more than one campus during separate terms since these are separate supplemental assignments. If, however, a faculty member has supplemental summer course appointments for teaching on more than one campus during the same or overlapping terms, then travel reimbursement will be provided for travel between their principal place of employment and each campus.
- (d) FAUS employees employed full-time during the summer shall be provided one planning period during the day. Part-time employees shall be provided a proportional planning period. Compensation for the planning period shall be at the same hourly rate as that for teaching a course during a summer appointment.

9.6 Teaching Schedule. Where possible, a teaching schedule shall be established so that the time between the beginning of the first assignment and the end of the last for any one day does not exceed eight (8) hours. Additionally, the time between the end of the last teaching assignment on any day and the beginning of the first teaching assignment on the following day should normally be at least 12 hours if practicable.

9.7 Equipment. The University will provide the essential equipment necessary to carry out the instructional assignments.

9.8 Workweek.

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

(b) Duty-free lunch for FAUS. In the absence of a compelling need, FAUS employees shall have a duty-free continuous lunch period scheduled during the duration

of their students' lunch period. It is not the intent of the School to require employees to perform lunchroom duty. If fiscal circumstances change so that such an assignment is necessary, the parties agree to consult or negotiate this assignment.

ARTICLE 10 EMPLOYEE PERFORMANCE EVALUATIONS

10.1 Policy.

- (a) Annual Evaluations. The purpose of the annual evaluation is to assess and communicate the nature and extent of an employee's performance of assigned duties consistent with the criteria specified in Section 10.4. The performance of employees, other than those who have received notice of non-reappointment under Section 12.2, shall be evaluated at least once annually, and they shall be advised of the academic term during which such evaluation will be made. Personnel decisions shall take such annual evaluations into account, provided that such decisions need not be based solely on written employee performance evaluations.
- (b) Post-Tenure Review. The purpose of Post-Tenure Review ("PTR") is to document sustained performance of assigned duties, acknowledge achievements, and to provide the opportunity for a longer range view of performance and accomplishments. It is also intended to enhance public trust in the University by ensuring that the faculty community undertakes regular and rigorous efforts to hold all of its members accountable for high performance standards.
- (c) The annual evaluation process and the post-tenure review process, are separate and independent of each other, and may run concurrently.

10.2 Sources and Methods of Annual Evaluation.

- (a) Each department Chairperson, or comparable administrator in an academic unit who is responsible for an employee's annual assignment, shall also be responsible for evaluating the employee.
- (b) In preparing the annual evaluation, the person(s) responsible for evaluating the employee may consider, where appropriate, information from the following sources: immediate supervisor, peers, students, employee/self, other University officials who have responsibility for supervision of the employee, and individuals to whom the employee may be responsible in the course of a service assignment, including public school officials when an employee has a service assignment to the public schools.

- (c) Observation/Visitation. The employee, if assigned teaching duties, shall be notified at least two (2) weeks in advance of the date, time, and place of any direct classroom observation or visitation made in connection with the employee's annual evaluation. If the employee determines that this date is not appropriate because of the scheduled class activities, the employee may request rescheduling. If not rescheduled, at least one additional classroom observation or visitation will be made. The employee shall be notified at least two (2) weeks in advance of the period (for example, a semester) during which the additional observation will be made.

10.3 Procedures for Annual Evaluations.

- (a) Prior to receiving an annual evaluation, employees are required to submit written self-evaluation materials to assist the evaluator for the period under review. The format, contents, and deadline for submission of the materials shall be set by the Dean or evaluator. Failure to submit the materials in a timely manner may adversely affect the annual evaluation and/or result in disciplinary action.
- (b) The proposed written annual evaluation, including the employee's annual assignment which was furnished pursuant to Section 9.4, shall be provided to the employee within ninety (90) days after the end of the evaluation period. This ninety day deadline shall not apply if the employee's self-evaluation materials were not submitted by the set deadline. The employee shall be entitled to discuss the evaluation with the evaluator by written request for a meeting prior to its being placed in the employee's evaluation file. The evaluation shall be signed and dated by the person performing the evaluation, and shall be signed by the person being evaluated who may attach a concise comment to the evaluation. A copy of the evaluation shall be provided to the employee at least ten (10) days during the regular academic year prior to being placed in the employee's evaluation file. Upon the employee's written request, the administrator at the next higher level will meet to discuss concerns regarding the evaluation which were not resolved in previous discussions with the evaluator.
- (c) Each department/unit at FAU shall develop and maintain procedures by which to evaluate each employee according to criteria specified in Section 10.4. These procedures will include the method for the distribution of salary increase funds specified in Article 23 based on said annual evaluation. The employees of each department/unit, who are eligible to vote in department/unit governance, shall participate in the development and revision of these procedures and shall recommend implementation by vote of a majority of at least a quorum of those employees.
 - (1) The procedures and proposed revisions thereof shall be reviewed by the President or representative periodically to ensure that they are consistent with the mission and goals of the University and that they comply with this agreement.

- (2) If at any time the President or representative determines that the recommended revisions or existing procedures do not meet the conditions in Section 10.3(b) above, the proposal or procedures shall be referred to the department/unit for revision with a written statement of reasons for non-approval. No merit salary increase funds shall be provided to a department/unit until its procedures have been approved by the President or representative.
- (3) Approved procedures, and revisions thereof, shall be kept on file in the department/unit office. Employees in each department/unit shall be provided a copy of that department's/unit's current procedures for annual evaluation. Employees will be evaluated based on evaluation criteria that were in effect at the start of the assignment period.
- (4) The University is committed to providing assistance to any faculty member who wants or needs to improve the performance of his/her assignment. If an employee is evaluated as less than satisfactory in any area of the annual evaluation, the employee and the supervisor must develop a written plan to address the employee's performance. This plan will be appended to the annual evaluation.

10.4 Criteria for Annual Evaluation. The annual performance evaluation shall be based on assigned duties. Other non-assigned factors may be considered in the evaluation only if mutually agreed upon by the dean or designee and the employee. Evaluations shall carefully consider the nature of the assignments, including, where applicable:

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

papers in professional journals; patents, grants, grant applications or contracts; musical compositions, paintings, sculpture; works of performing art; papers presented at meetings of professional societies; and research and creative activity that has not yet resulted in publication, display, or performance. The evaluation shall include consideration of the employee's productivity, including the quality and quantity of what has been done during the year, and of the employee's research and other creative programs and contributions; and recognition by the academic or professional community of what is done.

- (c) Public service that extends professional or discipline-related contributions to the community; the State, including public schools; and the national and international community. This public service includes contributions to scholarly and professional organizations and governmental boards, agencies, and commissions that are beneficial to such groups and individuals.
- (d) Participation in the governance processes of the institution through significant service on committees, councils, and senates, beyond that associated with the expected responsibility to participate in the governance of the institution through participation in regular departmental or college meetings.
- (e) Other assigned University duties, such as advising, counseling, supervision of interns, and academic administration, or as described in a Position Description, if any, of the position held by the employee.

10.5 Proficiency in Spoken English. No employee shall be evaluated as deficient in oral English language skills unless proved deficient in accordance with the appropriate procedures and examinations established in this Article, for testing such deficiency.

- (a) If a supervisor has reason to believe that a faculty member involved in classroom instruction, other than in courses conducted primarily in a foreign language, is deficient in English oral language skills, the supervisor shall make provisions for the faculty member to be tested in accordance with appropriate procedures and examinations for testing such skills. No reference to an alleged deficiency shall appear in the annual evaluation or in the personnel file of a faculty member who achieves a satisfactory examination score determining proficiency in oral English. (English As A Foreign Language (TOEFL): 173 computer based, 500 paper based; or the International English Language Testing System (IELTS): 6.0 band score).
- (b) Faculty who score below a minimum score on an examination established for determining proficiency in oral English (see paragraph (a) above) shall be assigned appropriate non-classroom duties for the period of oral English language instruction provided by the University under paragraph (c) below, unless during the period of instruction the faculty member is found, on the basis of an examination specified above, to be no longer deficient in oral English

language skills. In that instance, the faculty member will again be eligible for assignment to classroom instructional duties and shall not be disadvantaged by the fact of having been determined to be deficient in oral English language skills.

- (c) It is the responsibility of each faculty member who is found to be deficient in oral English language skills by virtue of scoring below the satisfactory score on an examination established for determining such proficiency (see paragraph (a)), to take appropriate actions to correct these deficiencies. To assist the faculty member in this endeavor, the University shall provide appropriate oral English language instruction without cost to such faculty members for a period consistent with their length of appointment and not to exceed two (2) consecutive semesters. The time the faculty member spends in such instruction shall not be considered part of the individual assignment or time worked, nor shall the faculty member be disadvantaged by the fact of participation in such instruction.
- (d) If the University determines, that one (1) or more administrations of a test to determine proficiency in oral English language skills is necessary, in accordance with this section, the University shall pay the expenses for up to two (2) administrations of the test. The faculty member shall pay for additional testing that may be necessary.

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

10.7 ~~Post-Tenure Review~~Sustained Performance Evaluation (SPE).

(a) Policy. The parties agree that a ~~post-tenure review~~sustained performance evaluation policy serves a necessary function at the University to recognize faculty excellence and deficiencies through peer review. Prior to implementation, the Provost or designee shall form a committee including an elected tenured in-unit faculty member from each college and administrators to consult regarding the details and operation of the sustained performance evaluation ~~post-tenure review~~ policy.

(b) Criteria. The sustained performance evaluation ~~post-tenure review~~ shall be based on assigned duties and shall carefully consider the nature of the assignments, including, where applicable, those listed in Article 10.4(a-e) above.

~~(b)~~(c) Policy Modifications. The Provost or designee may modify these criteria after notifying the UFF Chapter of the proposed changes and offering an opportunity to discuss them in consultation with the Provost or designee. Changes shall not become effective until one (1) year following adoption of the

changes, unless mutually agreed to in writing. However, faculty undergoing a ~~post-tenure review~~sustained performance evaluation within the subsequent five (5) years after the policy is modified may choose to be evaluated using the then existing or newly modified policy. Thereafter, only the new criteria will apply.

ARTICLE 11 EVALUATION FILE

- 11.1 Policy. There shall be one employee performance evaluation file containing a dated copy of all documents used for evaluation, other than tenure, promotion, continuing multi-year appointments, and successive fixed multi-year appointments. The only documents which may be used for evaluations and other personnel decisions, other than for tenure, promotion, and continuing multi-year appointments, are those contained in that file. Such documents shall be placed in the evaluation file within a reasonable time after receipt by the custodian of the file. Employees shall be notified of the evaluation file's location and custodian.
- 11.2 Access. An employee may examine the evaluation file, upon reasonable advance notice, during the regular business hours of the office in which the file is kept, under such conditions as are necessary to insure its integrity and safekeeping. Upon request, an employee may paginate with successive whole numbers the materials in the file, and may attach a concise statement in response to any item therein. Upon request, an employee is entitled to one (1) free copy of any material in the evaluation file within twenty-one (21) calendar days. Additional or expedited copies may be obtained by the employee upon the payment of a reasonable fee for photocopying. A person designated by the employee may examine that employee's evaluation file with the written authorization of the employee concerned, and subject to the same limitations on access that are applicable to the employee.
- 11.3 Indemnification. The UFF agrees to indemnify and hold the Board, its officials, agents, and representatives harmless from and against any and all liability for any improper, illegal, or unauthorized use by the UFF of information contained in such evaluation files.
- 11.4 Use of Evaluative Materials. Copies of materials from the grievant's evaluation file may be used in grievance proceedings.
- 11.5 Anonymous Material. There shall be no anonymous material in the evaluation file except for numerical summaries of student evaluations that are part of a regular evaluation procedure of classroom instruction and/or written comments from students obtained as part of that regular evaluation procedure. If written comments from students in a course are included in the evaluation file, all of the comments obtained in the same course must be included.

- 11.6 Peer Evaluations. Evaluative materials, or summaries thereof, prepared by peer(s) as part of a regular evaluation system, may be placed in an evaluation file when signed by the evaluator or a representative of a peer committee, with a copy provided to the employee. The employee being evaluated shall have the opportunity to review and sign the evaluation prior to it being placed in the evaluation file.
- 11.7 Removal of Contents. As permitted by law, materials shown to be contrary to fact shall be removed from the file. This section shall not authorize the removal of materials from the evaluation file when there is a dispute concerning a matter of judgment or opinion rather than fact. Materials may also be removed pursuant to the resolution of a grievance.
- 11.8 Limited Access Information. All documents reflecting evaluation of employee performance are limited-access records and shall be available for inspection only by the employee, the employee's representative, University and Board officials who use the information in carrying out their responsibilities, peer committees responsible for evaluating employee performance, or by court order. Arbitrators or others engaged by the parties to resolve disputes may view the records upon consent by the employee whose file is requested. However, such limited access status shall not apply to summary data, by course, for the common "core" items contained in student course evaluations, which have been selected as such by the Board or the University and made available by the University to the public on a regular basis.

ARTICLE 14 PROMOTION PROCEDURE

14.1 Policy.

- (a) Promotion decisions are not merely a totaling of an employee's annual performance evaluations but rather, the University's assessment through its faculty, professional employees, and administrators, of the employee's potential for growth and scholarly contribution as well as past meritorious performance of assigned duties.
- (b) Upon annual written request beginning with the second year of employment, employees eligible for promotion shall receive a non-binding appraisal of their progress toward promotion. The appraisal, which shall be a separate component of the annual evaluation, is intended to help candidates qualify themselves for promotion. Upon written request of the employee an administrator at the next higher level, shall meet with the employee to discuss unresolved appraisal issues.

14.2 Criteria.

- (a) Promotion decisions shall be a result of the employee's potential for growth and scholarly contribution as well as past meritorious performance of assigned duties and shall be based upon established criteria specified in writing by the Board or the University. [Promotion to Associate Professor for existing employees must come contemporaneously with and is dependent upon an award of tenure.](#) Employees shall be given a copy of the promotion criteria which shall also be available in the department/unit or college offices.
- (b) The Board and the University may modify these criteria after notifying the UFF Chapter of the proposed changes and offering an opportunity to discuss them in consultation with the President or representative. Changes shall not become effective until one (1) year following adoption of the changes, unless mutually agreed to in writing. The date of adoption shall be the date on which the changes are approved by the administrator at the highest level required under applicable University policies and procedures. Any proposal to develop or modify promotion criteria shall be available for discussion by members of the affected departments/units before adoption. Each college/unit or department/school shall periodically review its criteria to ensure that they are consistent with the employees' assignments and the mission of the academic unit. When new criteria are adopted and approved, faculty submitting an application for promotion within the subsequent three years may choose to be evaluated using the old or new criteria. Thereafter, only the new criteria will apply.
- (c) Limited Access Information. Promotion file records are limited-access records and shall be available for inspection only by the employee, the employee's representative, University and Board officials who use the information in carrying out their responsibilities, peer committees responsible for evaluating employee performance, or by court order. Arbitrators or others engaged by the parties to resolve disputes may view the records upon consent by the employee whose file is requested, or by court order.

14.3 Procedures.

- (a) Recommendations for promotion shall begin with the employee's supervisor and shall be submitted to the appropriate officials for review. Prior to the consideration of the employee's promotion, the employee shall have the right to review the contents of the promotion file and may attach a brief response to any material therein. It shall be the responsibility of the employee to see that the file is complete. The provisions of Sections 11.2 through 11.8 of this Agreement shall apply to the contents of the promotion file. If any material is added to the file after the commencement of consideration, a copy shall be sent to the employee within five (5) days (by personal delivery or by mail, return receipt requested). The employee may attach a brief response within five (5) days of his/her receipt of the added material. The file shall not be forwarded until either

the employee submits a response, indicates there will be no response, or until the second five (5) day period expires, whichever occurs first.

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

14.4 Notice of Denial. Any employee who is denied promotion shall be notified in writing by the appropriate administrative official. The employee has twenty (20) days after notification to submit a written request for a statement of reasons and the University shall provide the employee with a written statement within twenty (20) days thereafter of the reasons why the employee did not meet the promotion criteria.

ARTICLE 15 TENURE

15.1 Tenure.

- (a) Tenure shall be in a department or other appropriate administrative unit.
- (b) Eligibility. Associate Professors, Professors, and other employees that the Board may designate except Assistant Professors, shall be eligible for tenure. The Board shall notify the employee of the tenure-earning status at the time of initial appointment. Tenure shall not extend to administrative appointments in the General Faculty, FAUS employees, or Administrative, Managerial & Professional (AMP) classification plans.

(c) Criteria.

- (1) The performance of an employee during the entire term of tenure earning employment at FAU shall be considered in determining whether to grant tenure. The decision to award tenure to an employee shall be a result of meritorious performance and shall be based on established criteria specified in writing by the Board and the University. The decision shall take into account the annual assignments and annual performance evaluations; the needs of the department/school, college/unit, and University; the contributions of the employee to the employee's academic unit (program, department/school, college/unit); and the contributions the employee is expected to make to the institution.
- (2) The University shall provide employees eligible for tenure with a copy of the criteria for tenure and the criteria shall be available in the

department/school office and/or at the college/unit level.

- (3) Each employee shall be apprised in writing once each year of her or his progress toward tenure. The appraisal shall be included as a separate component of the annual evaluation and is intended to provide assistance and counseling to candidates to help them to qualify themselves for tenure. The employee may request, in writing, a meeting with an administrator at the next higher level to discuss concerns regarding the tenure appraisal which were not resolved in previous discussions with the evaluator. The appraisals are not binding upon the University.
- (4) The Board and the University may modify the University-wide criteria for tenure only after notifying UFF of the proposed changes and offering an opportunity to discuss them in consultation with the University President or representative. Changes in criteria shall not become effective until one (1) year following adoption of the changes, unless mutually agreed to in writing. The date of adoption shall be the date on which the changes are approved by the administrator at the highest level required under applicable University policies and procedures. Any proposal to develop or modify tenure criteria shall be available for discussion by members of the affected departments/units before adoption. The provisions of Section 9.3 are applicable to the modified criteria. Further, an employee with at least three (3) years of tenure-earning credit as of the date on which the tenure criteria are adopted shall be evaluated for tenure under the criteria as they existed prior to modification unless the employee notified the University at least thirty (30) days prior to commencement of the tenure consideration that he/she chooses to be evaluated under the newly-adopted criteria.

(b) Procedures.

- (1) An employee shall normally be considered for tenure during the sixth year of continuous service in a tenure-earning position including any prior service credit granted at the time of initial employment. Part-time service of at least one semester in any twelve month period shall be accumulated so that two semesters of half-time service, for example, shall be considered one-half year of service. Authorized leaves of absence may, under the provisions of Article 17, Leaves, be credited toward the period of tenure-earning service.
- (2) An employee credited with tenure-earning service at the time of initial appointment may withdraw once all or a portion of such credit prior to formal application for tenure to the department upon the written request of the employee, recommendation of the supervisor and dean/director, and approval of the Provost or designee.

- (3) Stopping the Clock. The tenure clock may be stopped for medical or related reasons for up to two years upon the written request of the employee, recommendation of the supervisor and dean/director, and approval of the Provost or designee.
- (4) Early Tenure. The decision to submit a portfolio for tenure earlier than the sixth year must be initiated by the candidate, in consultation with the chair/director and senior faculty (professors and associate professors), and approved by the dean. An employee being considered for tenure prior to the sixth year may withdraw from consideration on or before December 30 without prejudice.
- (5) By the end of six (6) years of tenure-earning service at the University (including tenure credit granted upon hire), an employee who has applied for tenure shall either be awarded tenure by the Board or given notice that further employment will not be offered. If an employee fails to apply for tenure before or during the sixth year of tenure-earning service (including tenure credit granted upon hire), the employee's employment will terminate at the end of the seventh year of service. If an employee applies for tenure prior to the sixth year, the year following the second tenure application shall be the terminal year if tenure is not achieved. No employee may be considered for tenure more than twice. In the event that the employee is allowed a second tenure application and is unsuccessful, the employee will not be allowed or entitled to further employment. An employee has 20 days from receipt of notice that tenure was not achieved to submit a written request for the reasons why tenure was not granted, and the President or representative shall provide the employee with a written statement of the reasons within 20 days of the receipt of the request.
- (6) Recommendations. The Department Chair/School Director shall submit the names of candidates for tenure to the tenured faculty of the Department/School who shall be polled by secret ballot for their recommendation about each candidate eligible for tenure. The recommendation shall be forwarded to the Department Chair/School Director who shall write a recommendation to the Dean. Recommendations shall include a copy of applicable tenure criteria; the employee's annual assignments and annual evaluations; the vote of the tenured faculty; and, if the employee chooses, the employee's tenure appraisals. At any stage, reviewers may request to review the appraisals.
- (7) File. The employee has the right to review the contents of the tenure file and attach a brief response to any materials in the file prior to consideration of his or her candidacy. It is the employee's responsibility to see that the file is complete. The provisions of Sections 11.2 through 11.8 of this Agreement shall apply to the contents of the tenure file. If any

material is added to the file after the commencement of consideration, a copy shall be sent to the employee within five (5) days (by personal delivery or by mail, return receipt requested). The employee may attach a brief response within five (5) days of his/her receipt of the added material. The file shall not be forwarded until either the employee submits a response, indicates there will be no response, or until the second five (5) day period expires, whichever occurs first. The only documents which may be considered in making a tenure recommendation are those contained or referenced in the tenure file.

(8) Tenure upon Appointment. Tenure may be granted to an employee by the President at the time of initial appointment, upon recommendation by the Provost or designee. The Provost or designee shall consider the recommendation of the department or equivalent unit prior to making his/her final tenure recommendation.

(9) Only the President may award tenure.

(e) A tenured employee who is transferred as a result of a reorganization or program curtailment within the University, and is employed in the same or similar discipline in which tenure was granted, shall have his or her tenure transferred to the new department. Tenured faculty who assume administrative appointments shall retain tenure in their department/unit.

(f) Termination/Layoff. Tenure status guarantees annual reappointment for the academic year until voluntary resignation, retirement, removal for just cause in accordance with the provisions of Article 16, or layoff in accordance with the provisions of Article 13, but does not extend to administrative appointments.

15.2. Permanent Status for FAUS Employees. Permanent status for FAUS employees will be in accordance with Florida statutes.

15.3 Leave. Under the provisions of Article 17.5, authorized leaves of absence shall not be credited for determining eligibility for tenure except by mutual agreement of the employee and the University.

15.4 Limited Access Information. Tenure/Permanent Status file materials are limited-access records and shall be available for inspection only by the employee, the employee's representative, University and Board officials who use the information in carrying out their responsibilities, peer committees responsible for evaluating employee performance, or by court order. Arbitrators or others engaged by the parties to resolve disputes may view the records upon consent by the employee whose file is requested.

ARTICLE 17 LEAVES

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

- (a) Upon the request of the employee, the President or his/her representative shall grant a leave without pay, unless the President or his/her representative determines that granting such leave would be inconsistent with the best interests of the University.
- (b) For a leave of one (1) semester or more, an employee shall make a written request not less than 120 days prior to the beginning of the proposed leave, if practicable.
- (c) For an extension of a leave of one (1) semester or more, an employee shall make a written request not less than sixty (60) days before the end of the leave, if practicable.
- (d) A request for leave in excess of one academic year will only be granted under special circumstances.
- (e) The Provost or designee shall approve or deny such request in writing not later than thirty (30) days after receipt of the request.
- (f) An absence without approved leave or extension of leave shall subject the employee to the provisions of Article 16.

17.2 Accrual During Leave Without Pay.

- (a) Retirement credit for periods of leave without pay shall be governed by the rules of the retirement plan, University policy and state law.
- (b) While on leave without pay, the employee shall retain accumulated sick leave and annual leave, but shall not accrue sick leave or annual leave nor be entitled to holiday pay.
- (c) An employee's request for the use of accrued leave during a period of leave without pay shall be made at the time of the employee's request for the leave without pay. Such request shall include the amount of accrued leave the employee wishes to use during the approved period of leave without pay. If circumstances arise during the approved leave which causes the employee to reconsider the combination of leave with and without pay, the employee may request approval of revisions to the original approval.

17.3 Return from Leave.

- (a) An employee who returns from an approved leave of absence with or without pay shall be returned to the same classification, unless the

University and the employee agree in writing to other terms and conditions.

- (b) The salary of an employee returning from uncompensated leave shall be adjusted to reflect all non-discretionary increases distributed during the period of leave.
- 17.4 Accrual During Leave with Pay. An employee shall accrue normal leave credits while on compensated leave in full-pay status, or while participating in the sabbatical or study leave program. If an employee is on compensated leave in less than full-pay status for other than sabbaticals or study leave, the employee shall accrue leave in proportion to the pay status. The employer contribution to the State insurance program will continue for the corresponding payroll periods.
- 17.5 Tenure Credit During Periods of Leave. Semester(s) during which an employee is on compensated or uncompensated leave shall not be creditable for the purpose of determining eligibility for tenure, except by mutual agreement of the employee and the University. In deciding whether to credit such leave toward tenure eligibility, the Provost or designee shall consider the duration of the leave, the relevance of the employee's activities while on such leave to the employee's professional development and to the employee's field of employment, the benefits, if any, which accrue to the University by virtue of placing the employee on such leave, and other appropriate factors.
- 17.6 Holidays.
- (a) An employee shall be entitled to observe all official University holidays. No classes shall be scheduled on holidays. Classes not held because of a holiday shall not be rescheduled.
 - (b) An employee required to perform duties on holidays shall be entitled to Holiday Compensatory Leave pursuant to University policy.
- 17.7 Family and Medical Leave Act (FMLA) Entitlements. Employees are entitled to use FMLA benefits in accordance with law and University policies.
- 17.8 Unpaid Parental Leave.
- (a) If a faculty member is ineligible or chooses not to utilize paid parental leave, the faculty member will be granted a parental leave not to exceed six (6) months when the employee becomes a biological parent or a child is placed in the employee's home pending adoption. Foster care is not covered under parental leave but may be provided through the FMLA.
 - (b) Employees on parental leave may use up to six weeks of paid sick leave for the period of leave immediately following the birth of a child. Parental leave beyond the six week period may be covered by other accrued paid leave or

remain a period of unpaid leave. Employees who are ineligible for paid parental leave may use two additional weeks of paid sick leave up to a total of eight weeks if no other leave is available and no other employee will use Paid Parental Leave for the same Triggering Event. Use of accrued leave during an approved period of leave without pay shall be in accordance with Section 17.2.

- (c) The period of parental leave shall begin no more than two (2) weeks before the expected date of the child's arrival.
 - 1. The Provost or designee shall acknowledge to the employee in writing the period of leave to be granted, and the date of return to employment.
 - 2. At the end of the approved parental leave and at the employee's request, the Provost or designee shall grant part-time leave without pay for a period not to exceed one (1) year, unless the Provost or designee determines that granting such leave would be inconsistent with the best interests of the University.
 - 3. Any illness caused or contributed to by pregnancy shall be treated as a temporary disability if requested, and in accordance with the STD and LTD plan provisions.
- (b) Intermittent FMLA leave or a reduced work schedule may be approved as permitted by law.

17.9 Paid Parental Leave. A 9-month faculty member who does not accrue annual leave and is on a benefit-eligible line of 0.75 FTE or greater may utilize paid parental leave for a period of one (1) regular (Fall or Spring) semester no more than once every three years during his or her employment with the University. Such paid parental leave may be requested for a parental leave "Triggering Event", defined as the point when the faculty member becomes a biological parent or a child is placed in the faculty member's home for purposes of adoption by the faculty member.

- (a) Commitment to return. The faculty member must agree in writing in advance to return to University employment for at least one (1) regular (Fall or Spring) semester following utilization of paid parental leave (the "required semester"). A faculty member who for any reason fails to return to work as promised and/or remains employed full-time for the entire required semester will be responsible for repayment of all salary received during the period of paid parental leave. Faculty members who are not employed at FAU during the required semester due to Non-Reappointment or layoff, or are unable because of death or certified disability, are not expected to satisfy this repayment requirement.

- (b) Extent of paid parental leave. Paid parental leave will not be granted for more than one semester on a three year rolling basis. Paid parental leave may not be granted to two faculty members for the same birth or adoption.
- (c) Request and use with other leave(s). The eligible faculty member must request the use of paid parental leave in writing no later than three (3) months prior to beginning the leave. The request must identify the semester for leave to be taken. A shorter notice period may be permitted for good cause and/or special circumstances at the sole discretion of the Provost or designee. Parental leave is separate from, but may run concurrent with, medical leave or FMLA leave. Supporting documentation shall be provided to the Provost, Human Resources, or designee upon request.
- (d) Signed agreement. The faculty member will sign a written agreement detailing the terms of the paid parental leave. Participation in paid parental leave is contingent upon execution of the signed agreement.
- (e) Repayment. Repayment of salary received during the paid parental leave will be required if salary is paid in the absence of a written agreement signed by the faculty member or when the faculty member fails to comply with the terms of the signed agreement.
- (f) Faculty on paid parental leave cannot engage in outside employment unless approved in advance by the Provost or designee.
- (g) An Employee who will fall into any category below during the leave period requested is not eligible for paid parental leave:
 - 1) FAUS employees.
 - 2) Employees with an OPS/Temporary, Acting, or Visiting appointment.
 - 3) Employees in grant-funded positions, unless specifically permitted and funded by the terms of the grant.
 - 4) Employees on 10- or 12-month appointments.
 - 5) Employees who have received notice of termination, non-reappointment, or layoff.
 - 6) Employees in phased retirement.
 - 7) Employees on appointments of less than 0.75 FTE.
- (h) Semesters available for paid parental leave. An eligible employee who timely requests leave may choose to take paid parental leave in ~~a~~the regular (Fall or Spring) semester of the Triggering Event, or the regular semester following beginning no later than a year from the Triggering Event. If the Triggering Event occurs in the summer, leave may be taken

in the Fall or Spring of the next academic year. If 3 or more faculty members from a single department/unit request parental leave during the same semester, every reasonable effort shall be made to accommodate all the requests. If the faculty members and the department Chair are unable to reach a mutual agreement on the distribution of leaves, the issue would go to the college Dean for resolution. No employee will be denied paid parental leave due to multiple requests.

17.10 Leaves Due to Illness/Injury. Illness/Injury is defined as any physical or mental impairment of health, including such an impairment proximately resulting from pregnancy, which does not allow an employee to fully and properly perform the duties of the employee's position. In the event of an illness/injury, a documented medical absence may be approved. Normally a documented medical absence may be approved for up to six (6) months with appropriate medical documentation, but may be approved for up to one year for the serious health condition of the employee or a member of the employee's immediate family. The term of a medical absence shall be paid using any type of accrued leave, or unpaid if no accrued leave is available.

(a) Sick Leave.

(1) Accrual of Sick Leave.

- a. A full-time employee shall accrue four (4) hours of sick leave for each biweekly pay period, or the number of hours that are directly proportionate to the number of days worked during less than a full-pay period, without limitation as to the total number of hours that may be accrued.
- b. A part-time employee shall accrue sick leave at a rate directly proportionate to the percent of time employed.
- c. An employee appointed as Temporary or under Other Personal Services (OPS) funding shall not accrue sick leave.

(2) Uses of Accrued Sick Leave.

- d. Sick leave shall be accrued before being taken, provided that an employee who participates in a sick leave pool shall not be prohibited from using sick leave otherwise available to the employee through the sick leave pool. Nine-month faculty must use sick leave in 4 hour increments.
- e. Sick leave shall be authorized for the following:
 1. The employee's personal illness or exposure to a contagious

- disease which would endanger others.
2. The employee's personal appointments with a health care provider.
 3. The illness or injury of a member of the employee's immediate family, in consultation with the supervisor. Approval of requests for use of reasonable amounts of sick leave for caring for a member of the employee's immediate family shall not be unreasonably withheld.
 4. The death of a member of the employee's immediate family, in consultation with the supervisor. Approval of requests for use of reasonable amounts of sick leave for the death of a member of the employee's family shall not be unreasonably withheld consistent with the FMLA.
- c. A continuous period of sick leave commences with the first day of absence and includes all subsequent days until the employee returns to work. For this purpose, Saturdays, Sundays, and official holidays observed by the State shall not be counted unless the employee is scheduled to perform services on such days. During any seven (7) day period, the maximum number of days of sick leave charged against any employee shall be five (5).
 - d. An employee who requires the use of sick leave should notify the supervisor as soon as practicable.
 - e. An employee who becomes eligible for the use of sick leave while on approved annual leave shall, upon notifying the supervisor, substitute the use of accrued sick leave to cover such circumstances.
 - f. An employee may use any type of accrued leave (sick or annual) in an amount necessary to cover the employee's contribution to the State insurance program and other expenses incurred by the employee during an approved period of leave without pay for parental, foster care, medical, or military reasons.
- (3) Certification. If an employee's request for absence or absence exceeds four (4) consecutive days, or if a pattern of absence is documented, the University may require an employee to furnish certification issued by an attending health care provider of the medical reasons necessitating the absence and/or the employee's ability to return to work. If the medical certification furnished by the employee is not acceptable, the employee may be required to submit to a medical examination by a health care provider who is not a University staff member which shall be paid for by the University. If the medical certification indicates that the employee is unable to

perform assigned duties, the Provost or designee may place the employee on compulsory leave under the conditions set forth in Section 17.109(c).

- (4) An employee on an approved sick leave may not be employed elsewhere without express permission of the Provost or designee.
- (5) Transfer of Credits. Sick leave accrual will be based on continuous service to FAU only. Employees hired at FAU with no break in service from another Florida public University, may bring accrued sick leave to FAU, up to a maximum of 40 hours. Service at another public University will not count as years served for accrual or payout purposes. If the transfer of leave is a recruitment issue, the maximum amount of hours may be waived by the President.
- (6) Payment for Unused Sick Leave. No payment for unused sick leave will be made for any type of separation from employment for any faculty employee (except FAUS) hired after June 1, 2010. For other employees (including FAUS), the following shall apply:
 - a. An employee with less than ten (10) years of service who separates from FAU shall not be paid for any unused sick leave. An employee who has been found guilty of, or admitted to, committing, aiding, or abetting any embezzlement, theft, or bribery in connection with State government or the University shall not be paid for any unused sick leave. An employee who has been found guilty by a court of having violated any State labor law regarding strikes by public employees shall not be paid for any unused sick leave. An employee who separates from FAU because of termination for cause, resignation in lieu of termination, or job abandonment shall not be paid for any unused sick leave.
 - b. Unless not eligible for payout as specified above, an employee who has completed ten (10) or more years of service and separates from the University shall be compensated at the employee's current regular hourly rate of pay for one-eighth of all unused sick leave accrued prior to October 1, 1973, plus one-fourth of all unused sick leave accrued on or after October 1, 1973; provided that one-fourth of the unused sick leave since 1973 does not exceed 480 hours.
 - c. Upon layoff, an employee with ten (10) or more years of FAU service shall be paid for unused sick leave as described in paragraph b., above, unless the employee requests in writing that unused sick leave be retained pending re-employment. For an

employee who is re-employed by the University within twelve (12) calendar months following layoff, all unused sick leave shall be restored to the employee, provided the employee requests such action in writing and repays the full amount of any lump sum leave payments received at the time of layoff. An employee who is not re-employed within twelve (12) calendar months following layoff shall be paid for sick leave in accordance with this Section.

- 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 an employee in any State administered retirement system. An employee shall not be carried on the payroll beyond the last official day of employment, except that an employee who is unable to perform duties because of a disability may be continued on the payroll until all sick leave is exhausted.
- e. If an employee has received a lump sum payment for accrued sick leave, the employee may elect in writing, upon re-employment within 100 days, to restore the employee's accrued sick leave. Restoration will be effective upon the repayment of the full lump sum leave payment.
- f. In the event of the death of an employee, payment for unused sick leave at the time of death shall be made to the employee's beneficiary, estate, or as provided by law.

(b) Job-Related Illness/injury.

- (1) Workers' Compensation benefits shall apply to an employee who sustains a job-related illness/injury in accordance with state law and University policy.
- (2) The Provost or designee should advise an employee unable to return to work due to a job-related illness/injury of the Florida Retirement System's disability provisions and application process.

(c) Compulsory Leave.

- (1) Placing Employee on Compulsory Leave.
 - a. If an employee is unable to perform assigned duties due to illness/injury or poses a health risk, the Provost or designee may require the employee to submit to a medical examination, by a health care provider chosen and paid by the University, or by a health care provider chosen and paid by the employee, who is acceptable to the Provost or designee. Such health care provider

shall submit the appropriate medical certification(s) to the University, indicating whether the employee is able to work, is unable to work, or is able to work with restrictions.

- b. If the University agrees to accept the employee's choice of a health care provider, the University may not then require another University-paid examination.
- c. If the medical examination confirms that the employee is unable to perform assigned duties, the Provost or designee shall place the employee on compulsory leave.

(2) Conditions of Compulsory Leave.

- a. Written notification to the employee placing the employee on compulsory leave shall include the duration of the compulsory leave period and the conditions under which the employee may return to work. These conditions may include the requirement of the successful completion of, or participation in, a program of rehabilitation or treatment, and follow-up medical certification(s) by the health care provider, as appropriate.
- b. The compulsory leave period may be leave with pay or leave without pay. If the compulsory leave combines the use of accrued leave with leave without pay, the use of such leave shall be in accordance with Section 17.2.
- c. If the employee fulfills the terms and conditions of the compulsory leave and receives a current medical certification that the employee is able to perform assigned duties, the Provost or designee shall return the employee to the employee's previous duties, if possible, or to equivalent duties.

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

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

- a. offer the employee part-time employment;

- b. place the employee in leave without pay status in accordance with Section 17.2 or extend such status;
- c. request the employee's resignation; or
- d. release the employee from employment, notwithstanding any other provisions of this Agreement.

17.11 Annual Leave

(a) Accrual of Annual Leave

- (1) Full-time employees appointed for more than nine (9) months, except employees on academic year appointments and FAUS employees, shall accrue annual leave at the rate of 6.769 hours biweekly or 14.667 hours per month (or a number of hours that is directly proportionate to the number of days worked during less than a full-pay period for full-time employees), and the hours accrued shall be credited at the conclusion of each pay period or, upon termination, at the effective date of termination. Employees may accrue annual leave in excess of the year end maximum during a calendar year. Employees with accrued annual leave in excess of the year end maximum as of December 31 shall have any excess converted to post October 1, 1973 sick leave on an hour-for-hour basis on January 1 of each year.
- (2) Part-time employees appointed for more than nine (9) months, except employees on academic year appointments and FAUS employees, shall accrue annual leave at a rate directly proportionate to the percent of time employed.
- (3) Academic year employees, FAUS employees, employees appointed for less than nine (9) months, employees on 12-month non-annual leave accruing contracts, Temporary and OPS funded employees shall not accrue annual leave.

(a) Use and Transfer of Annual Leave.

- (1) Annual leave shall be accrued before being taken, except in those instances where the Provost or designee may authorize the advancing of annual leave. When leave has been advanced and employment is terminated prior to the employee accruing sufficient annual leave to credit against the leave that was advanced, the University shall deduct from the employee's warrant the cost of any annual leave advanced under this provision. All requests for annual leave shall be submitted by the employee to the supervisor as far in advance as possible and

appropriate. Approval of the dates on which an employee wishes to take annual leave shall be at the discretion of the supervisor and shall be subject to the consideration of departmental/unit and organizational scheduling.

(2) Annual leave accrual will be based on continuous service to FAU only. Employees hired at FAU with no break in service from another Florida public University, may bring accrued annual leave, up to a maximum of 40 hours. Service at another public University will not count as years served for accrual or payout purposes. If the transfer of leave is a recruitment issue, the maximum amount of hours can be waived by the President.

(c) Payment for Unused Annual Leave.

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

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

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

who elected to retain their annual leave pending re-employment shall be paid for up to forty-four days (352 hours) of unused annual leave at the calendar rate the employee was accruing as of the employee's last day of work.

- (4) If an employee has received a lump sum payment for accrued annual leave, the employee may elect in writing, upon re-employment within 100 days, to restore the employee's accrued annual leave. Restoration will be effective upon the repayment of the full lump sum leave payment.
- (5) In the event of the death of an employee, payment for all unused annual leave at the time of death, up to 352 hours, shall be made to the employee's beneficiary, estate, or as provided by law.
- (6) An employee who has been found guilty of, or admitted to, committing, aiding, or abetting any embezzlement, theft, or bribery in connection with State government or the University shall not be paid for any unused annual leave. An employee who has been found guilty by a court of having violated any State labor law regarding strikes by public employees shall not be paid for any unused annual leave. An employee who separates from FAU because of termination for cause, resignation in lieu of termination, or job abandonment shall not be paid for any unused annual leave.

17.12 Administrative Leaves and Other Leaves Not Affecting Accrued Leave Balances.

- (a) Jury Duty and Court Appearances. Jury duty and court appearance leave shall be granted in accordance with state and federal law and University policy.
- (b) Military Leave. Leave for military service shall be granted in accordance with state and federal law and University policy.
- (c) Leave Pending Investigation. When the Provost or designee has reason to believe that the employee's presence on the job will adversely affect the operation of the University, the Provost or designee may immediately place the employee on leave pending investigation of the event(s) leading to that belief. The leave pending investigation shall commence immediately upon the Provost or designee providing the employee with a written notice of the reasons therefore. The leave shall be with pay, with no reduction of accrued leave.
- (d) Other Leaves Provided Not Affecting Accrued Leave Balances. An employee may be granted other leaves not affecting accrued leave balances, such as Florida Disaster Volunteer Leave, Civil disorder or disaster leave, Athletic competition leave, and other types of leave in accordance with state and federal law and University policy.

- (e) Official Emergency Closings. The President or designee may close the University, or portions of the University, in the event an emergency. Leave resulting from such an emergency closing shall not reduce employees' leave balances.

17.13 FAUS Personal Leave Days. An FAUS employee may be granted four (4) days (non-cumulative) of leave per year for emergencies or for other personal reasons. The four days shall be taken from sick leave. The employee may be granted a fifth day of leave per year for emergencies or for other personal reasons and the fifth day will not be charged to any of the employee's leave balances. Except in the case of emergency, the employee shall provide at least two days notice of the intended leave. Such leave shall not be used on the day immediately preceding or following a holiday. Employees shall not be required to give reasons for personal leave, except that the leave is for personal reasons.

17.14 For the purposes of this Article, "immediate family" means the spouse and the certified domestic partner, grandparents, parents, brothers, sisters, children, and grandchildren (including step- and foster-) of both the employee and the spouse/domestic partner, and dependents living in the household.

ARTICLE 19 CONFLICT OF INTEREST/OUTSIDE ACTIVITY

19.1 Policy. In all official acts, an employee is bound to observe the highest standards of ethics consistent with the code of ethics of the State of Florida (Chapter 112, Part III, Florida Statutes and related advisory opinions) and Board and University regulations.

Nothing in this Article is intended to discourage an employee from engaging in outside activity in order to increase the employee's professional reputation, service to the community, or income, subject to the conditions stated herein.

19.2 Definitions.

- (a) "Reportable Outside Activity" shall mean any compensated or uncompensated professional practice, consulting, teaching or research, which is not part of the employee's assigned duties and for which the University has provided no compensation.
- (b) "Conflict of Interest" shall mean

- (1) any conflict between the private interests of the employee and the public interests of the University, the Board of Trustees, or the State of Florida, including conflicts of interest specified under Florida Statutes;
- (2) any activity which interferes with the full performance of the employee's professional or institutional responsibilities or obligations; or
- (3) any outside teaching employment with any other educational institution during a period in which the employee has an appointment with Florida Atlantic University, except with written approval of the Dean.

19.3 Conflicts of Interest Prohibited. Conflicts of interest are prohibited and employees are responsible for resolving them by working with their supervisors and other University officials ~~to obtain authorization before engaging in the activity.~~ Faculty members that engage in outside activity before receiving authorization are still responsible for exercising judgment to avoid conflicts, and will be required to manage the conflict or cease the activity if a conflict is found.

19.4 Reportable Outside Activity. An employee who proposes to engage in outside activity shall provide his or her supervisor a detailed written description of the proposed activity. The report 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; and any other information the University deems necessary~~ requires to make an assessment. A new report shall be submitted for outside activity previously reported at the beginning of each academic year for outside activity of a continuing nature and whenever there is a significant change in an activity (nature, extent, funding, etc.). The reporting provisions of this section shall not apply to teaching activities performed wholly during a period in which the employee has no appointment with the University. ~~Any outside activity which falls under the provisions of this Article and in which the employee is currently engaged but has not previously reported, shall be reported within sixty (60) days of the execution of this Agreement and shall conform to the provisions of this Article.~~

19.5 Expedited Grievance Procedure. In the event the proposed outside activity is determined to constitute a conflict of interest, and the employee disagrees with that determination, the employee may file a grievance under the expedited grievance procedure contained in Article 20, Section 20.15.

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

- 19.7 No University Affiliation. As specified in Article 5.3(d), an employee engaging in outside activity shall indicate that he/she is not an institutional representative unless specifically authorized as such, with the understanding that mere identification as an FAU employee or by an FAU title or rank shall not be construed as such a representation. The employee will take reasonable precautions to ensure that the outside employer or other recipient of services understands that the employee is engaging in such outside activity as a private citizen and not as an employee, agent, or spokesperson of the University.

ARTICLE 20 GRIEVANCE AND ARBITRATION PROCEDURE

- 20.1 Policy/Informal Resolution. The parties agree that all problems should be resolved, whenever possible, before the filing of a grievance but within the time limits for filing grievances stated elsewhere in this Article, and encourage open communications between administrators and employees so that resorting to the formal grievance procedure will not normally be necessary. The parties further encourage the informal resolution of grievances whenever possible. At each step in the grievance process, participants are encouraged to pursue appropriate modes of conflict resolution including the use of mediation. The purpose of this Article is to promote a prompt and efficient procedure for the investigation and resolution of grievances. The procedures hereinafter set forth shall be the sole and exclusive method for resolving the grievances of employees as defined in this Article.
- 20.2 Resort to Other Procedures. It is the intent of the parties to first provide a reasonable opportunity for resolution of a dispute through the grievance procedure and arbitration process. Except as noted below, if prior to seeking resolution of a dispute by filing an Article 20 grievance or while the grievance proceeding is in progress, an employee requests, in writing, resolution of the matter in any other forum, whether administrative or judicial, the Board or the University 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. Further, since the parties do not intend that this grievance procedure be a device for appellate review, the President's or designee's response to a recommendation of a hearing officer or other individual or group having appropriate jurisdiction in any other procedure shall not be an act or omission giving rise to a grievance under this procedure.
- 20.3 Definitions and Forms. As used in this Article:
- (a) The term "grievance" shall mean a dispute filed on a form referenced in Section 20.3(c) concerning the interpretation or application of a specific term or provision

of this Agreement, subject to those exclusions appearing in other Articles of this Agreement.

- (b) The term “grievant” shall mean an employee or group of employees who has/have filed a grievance in a dispute over a provision of this Agreement which confers rights upon the employee(s). In accordance with state law, the UFF may file a chapter grievance. In order to process a chapter grievance submitted on behalf of a group of employees, the grievance must identify the group with sufficient specificity to allow the University to identify the individual members. A chapter grievance shall identify the specific remedy sought for the members.
 - (c) A chapter grievance or a grievance of a decision made by the President or Provost may be initiated at Step 2. The parties may agree to consolidate grievances of a similar nature to expedite the review process.
 - (d) Grievance Forms. Each grievance, request for review, and notice of arbitration must be submitted in writing on the appropriate form attached to this Agreement as Appendix “C”, “D”, or “E”, respectively, and shall be signed by the grievant. All grievance forms shall be dated and assigned an identifying number by the Provost’s office when the grievance is received. If there is difficulty in meeting any time limit, the UFF representative may sign such documents for the grievant; however, grievant’s signature shall be provided prior to the Step 1 meeting or Step 2 review if filed directly at Step 2. All grievance forms other than the initial filing may be filed by means of email, fax, United States mail, or any other recognized means of delivery, and must contain the identifying grievance number once assigned.
- 20.4 Burden of Proof. The burden of proof shall be on the University only in disciplinary grievances in accordance with Article 16, and grievances limited to the issue of the length or lack of notice identified in Article 13.4 based on the “where circumstances permit” clause. In all other grievances, the burden of proof shall be on the employee.
- 20.5 Representation. UFF shall have the exclusive right to represent any employee in an Article 20 grievance unless an employee elects self-representation or to be represented by legal counsel. If an employee elects not to be represented by UFF, the University shall promptly inform UFF in writing of the grievance. No resolution of any individually processed grievance shall be inconsistent with the terms of this Agreement and for this purpose UFF shall have the right to have an observer present at all meetings called for the purpose of discussing such grievance and shall be sent copies of all decisions at the same time as they are sent to the other parties.
- 20.6 Grievance Representatives. UFF shall annually furnish to the University a list of all persons authorized to act as grievance representatives and shall update the list as needed. The UFF grievance representative shall have the responsibility to

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

20.7 Appearances.

- (a) When an employee participates during working hours in an arbitration proceeding or in a grievance meeting between the grievant or representative and the University, that employee's compensation shall neither be reduced nor increased for time spent in those activities.
- (b) Prior to participation in any such proceedings, conferences, or meetings, the employee shall make arrangements acceptable to the appropriate supervisor for the performance of the employee's duties. Approval of such arrangements shall not be unreasonably withheld. Time spent in such activities outside regular working hours shall not be counted as time worked.

20.8 Formal Grievance Procedure.

(a) Filing.

- (1) A grievance shall be filed (Appendix "C") with the Unit Head, defined as Dean, Principal/Director of FAUS, and Dean of Students for this article, or his/her representative at Step 1. Or in the case of a grievance initiated at Step 2, it shall be filed with the Provost or designee. In all cases, a grievance must be filed within thirty (30) days following the act or omission being grieved, or the date on which the employee knew or reasonably should have known of such act or omission if that date is later. Thirty days shall be determined by a receipt executed by the office receiving the grievance, or by the date of mailing as determined by the postmark. The grievant may amend the filed grievance one time within the thirty day filing time period, either prior to the Step 1 meeting for all grievances filed at Step 1, or prior to the Step 2 review for all grievances filed directly at Step 2.
- (2) If an employee files a grievance alleging salary discrimination, the act or omission giving rise to such a grievance may be the employee's receipt of the employee's salary warrant for the first full-pay period in which the annual salary increases referenced in Article 23 are reflected.

- (3) The filing of a grievance constitutes a waiver of any rights to judicial review of agency action pursuant to Florida Statutes, or to the review of such actions under University procedures which may otherwise be available to address such matters. This grievance procedure shall be the sole review mechanism for resolving disputes regarding rights or benefits which are provided exclusively by this Agreement. Only those acts or omissions and sections of the Agreement identified at the initial filing may be considered at subsequent steps.
- (b) Time Limits. All time limits contained in this Article may be extended by mutual agreement of the parties, except that the time limits for the initial filing of a grievance may be extended only by agreement between the University and the UFF. Upon failure of the University to provide a decision within the time limits provided in this Article or as extended by agreement, the grievant or the UFF, where appropriate, may appeal to the next step. Upon the failure of the grievant or the UFF, where appropriate, to file an appeal within the time limits provided in this Article or as extended by agreement, the grievance shall be deemed to have been resolved by the decision at the prior step or withdrawn.
- (c) Postponement.
- (1) The grievant may, in the timely-filed written grievance at Step 1, request the postponement of any action in processing the grievance formally for a period of up to thirty (30) days, during which period efforts to resolve the grievance informally shall be made. The initial such request shall be granted. Upon the grievant's written request, additional extensions should be granted unless to do so would impede resolution of the grievance upon mutual agreement. Upon request, the Unit Head or his/her representative shall, during the postponement period(s), arrange an informal meeting between the appropriate administrator and the grievant. The grievant shall have the right to representation by the UFF during attempts at informal resolution of the grievance. The grievant may, at any time, terminate the postponement period by giving written notice to the Unit Head or his/her representative that the grievant wishes to proceed with the Step 1 meeting. If the postponement period, or any mutually agreed to extension thereof, expires without such written notice, the grievance shall be deemed informally resolved to the grievant's satisfaction and need not be processed further.
- (2) In the case of a grievance filed pursuant to the Expedited Grievance Procedure referenced in Section 20.15, the postponement period for informal resolution shall be no more than seven (7) days unless the employee and the University agree otherwise.

(d) Step 1.

- (1) Meeting. The Unit Head or his/her representative and the grievant and the grievant's representative shall meet within ten (10) days following (a) receipt of the grievance if no postponement is requested, or (b) receipt of written notice that the grievant wishes to proceed with a Step 1 meeting. At the Step 1 meeting, the grievant shall have the right to present any evidence in support of the grievance, and the grievant and/or the UFF representative or the grievant's legal counsel (if selected pursuant to Section 20.5), and the Unit Head or his/her representative, shall discuss the grievance.
- (2) Decision. The Unit Head or his/her representative shall issue a written decision, stating the reasons therefore, to grievant's Step 1 representative within seven (7) days following the conclusion of the meeting. Seven days shall be determined by a receipt executed by the office receiving the grievance, or by the date of mailing as determined by the postmark or email. In the absence of an agreement to extend the period for issuing the Step 1 decision, the grievant may proceed to Step 2 if the grievant's Step 1 representative has not received the written decision by the end of the 10th day following the conclusion of the Step 1 meeting. A copy of the decision shall be sent to the grievant and to the UFF grievance representative if the grievant elected self-representation or representation by legal counsel.
- (3) Documents. Where practicable, the Step 1 reviewer shall make available to the grievant, or grievance representative, documentation referenced in the Step 1 decision prior to its issuance. All documents referred to in the decision and any additional documents presented by the grievant shall be attached to the decision, together with a list of these documents. In advance of the Step 1 meeting, the grievant shall have the right, upon written request, to a copy of any identifiable documents relevant to the grievance.

(e) Step 2.

- (1) Review. If the grievance is not satisfactorily resolved at Step 1, the grievant may file a written request for review (Appendix "D") with the Provost or designee within twenty (20) days following receipt of the Step 1 decision by grievant's Step 1 representative. Twenty days shall be determined by a receipt executed by the office receiving the grievance, or by the date of mailing as determined by the postmark or email.
- (2) Meeting. The Provost or designee and the grievant and the grievant's representative shall meet no later than seven (7) days following receipt of written notice of request for a Step 2 review. At the Step 2 meeting, the grievant shall have the right to present any evidence in support of the

grievance, and the grievant and/or the UFF representative or the grievant's legal counsel (if selected pursuant to section 20.5), and the Provost or designee shall discuss the grievance

- (3) Decision. The Provost or designee shall issue a written decision, stating the reasons for the decision to grievant's Step 2 representative within five (5) days following the conclusion of the review meeting. Five days shall be determined by a receipt executed by the office receiving the grievance, or by the date of mailing as determined by the postmark or email. In the absence of an agreement to extend the period for issuing the Step 2 decision, UFF may proceed to Step 3 if the grievant's Step 2 representative has not received the written decision by the end of the 10th day following the conclusion of the Step 2 meeting. A copy of the decision shall be sent to the grievant and to UFF if the grievant elected self-representation or representation by legal counsel.

(f) Step 3 Arbitration.

- (1) Filing. If the grievance has not been satisfactorily resolved at Step 2, UFF may, upon the request of the grievant, proceed to arbitration by filing a written notice of the intent to do so (Appendix "E"). Notice of intent to proceed to arbitration must be filed at the Provost's office within thirty (30) days after receipt of the Step 2 decision by grievant's Step 2 representative, and must be signed by both i) the grievant; and ii) the State UFF President or State UFF Director of Arbitrations. Thirty (30) days shall be determined by a receipt executed by the Provost's office, or by the date of mailing as determined by the postmark or email. The grievance may be withdrawn at any time by the grievant or by the UFF President or Director of Arbitrations at any point during Step 3. The parties shall stipulate to the issue(s) prior to the arbitration. In the event a stipulation is not reached, the parties shall proceed to a hearing on arbitrability pursuant to Section 20.8(f)(4).

(2) Selection of Arbitrator.

- a. Representatives of the Board and UFF shall meet within ninety (90) days after the execution of this Agreement for the purpose of selecting an Arbitration Panel of ten (10) members. Each party will propose ten (10) potential arbitrators. From this list of twenty (20) names, the parties will alternately strike names until a permanent Panel of ten (10) arbitrators has been selected. The right of the first choice to strike from the list shall be determined by a flip of a coin. If at least half of the permanent Panel of 10 arbitrators do not agree in writing to accept Expedited Grievances (Article 20.15) from the parties when necessary, the parties will start over to select a new permanent Panel.

- b. Within fourteen (14) days after receipt of a notice of intent to arbitrate, representatives of the Board and the UFF shall meet for the purpose of selecting an arbitrator from the permanent Arbitration Panel. Selection shall be by mutual agreement or by alternately striking names from the Panel until one name remains. The right of the first choice to strike from the list shall be determined by the flip of a coin. The parties may mutually select as the arbitrator an individual who is not a member of the Arbitration Panel. The arbitration shall be held within sixty (60) days following the selection of the arbitrator.

(3) Authority of the Arbitrator.

- a. The arbitrator shall neither add to, subtract from, modify, or alter the terms or provisions of this Agreement. Arbitration shall be confined solely to the application and/or interpretation of this Agreement and the precise issue(s) submitted for arbitration. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issues submitted.
- b. Where an administrator has made a judgment involving the exercise of discretion, such as decisions regarding tenure or promotion, the arbitrator shall not substitute the arbitrator's or another's judgment for that of the administrator-. Nor shall the arbitrator review such decision involving the exercise of discretion except for the purpose of determining if there has been a violation of a procedural requirement of this Agreement.
- c. If the arbitrator determines that the Agreement has been violated, the arbitrator shall direct the University to take appropriate action subject to the limitations herein. An arbitrator may award back salary where the arbitrator determines that the employee is not receiving the appropriate salary from the University, but the arbitrator may not award other monetary damages or penalties. An arbitrator does not have the authority to grant tenure or promotion. If notice that further employment will not be offered is not given on time, the arbitrator may direct the University to renew the appointment only upon a finding that no other remedy is adequate, and that the notice was given so late that (a) the employee was deprived of reasonable opportunity to seek other employment, or (b) the employee actually rejected an offer of comparable employment which the employee otherwise would have accepted.
- ed. An arbitrator's decision awarding employment beyond the sixth year

shall not entitle the employee to promotion or tenure. In such cases the employee shall serve during the seventh year without further right to employment or to notice that the employee will not be offered employment thereafter. If an employee is reappointed at the direction of an arbitrator, the Provost or designee may reassign the employee during such reappointment.

- (4) Arbitrability. Issues of arbitrability shall be bifurcated from the substantive issue(s) and, whenever possible, determined by means of a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the issue is judged to be arbitrable, an arbitrator shall then be selected to hear the substantive issue(s) in accordance with the provisions of Section 20.8(f)(2).
- (5) Conduct of Hearing. The arbitrator shall hold the hearing in the city where the grievant is employed, unless otherwise agreed by the parties. The hearing shall commence within twenty-five (25) days of the arbitrator's acceptance of selection, or as soon thereafter as is practicable, and the arbitrator shall issue the decision within forty-five (45) days of the close of the hearing or the submission of briefs, whichever is later, unless additional time is agreed to by the parties. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. Except as expressly specified in this Article, the provisions of the Florida Arbitration Code, Chapter 682, Florida Statutes, shall not apply. Except as modified by the provisions of this Agreement, arbitration proceedings shall be conducted in accordance with the current Labor Arbitration Rules of the American Arbitration Association.
- (6) Effect of Decision. The decision or award of the arbitrator shall be final and binding upon the Board, the University, the UFF, and the grievant, provided that either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction, pursuant to the Florida Arbitration Code as defined by law.
- (7) Venue. For purposes of venue in any judicial review of an arbitrator's decision issued under this agreement, the parties agree that such an appeal shall be filed in the courts in Palm Beach County, Florida, unless both parties specifically agree otherwise in a particular instance. In an action commenced in Palm Beach County, neither the Board nor the UFF will move for a change of venue based upon the defendant's residence in fact if other than Palm Beach County.
- (8) Fees and Expenses. All fees and expenses of the arbitrator shall be borne by the losing party. In the event of a split decision, all fees and expenses shall be divided equally between the parties. Fees and

expenses charged by an arbitrator for cancellation after withdrawal is the responsibility of the withdrawing party. Each party shall bear the cost of preparing and presenting its own case including payment of expenses and compensation for its own representatives, attorneys, and witnesses. The party desiring a transcript of the arbitration proceedings shall provide written notice to the other party of its intention to have a transcript of the arbitration made at least one week prior to the date of the arbitration. The party desiring such transcript shall be responsible for scheduling a stenotype reporter to record the proceedings. The party originally requesting a transcript of the proceedings shall pay for any appearance fee of the stenotype reporter.

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

20.9 Filings and Notification. All documents, except the initial filing, required or permitted to be issued or filed pursuant to this Article may be transmitted by email, fax, United States mail, or any other recognized delivery service. In the event that any action falls due on a Saturday, Sunday, or holiday (as referred to in Section 17.6), the action will be considered timely if it is accomplished by 5:00 P.M. on the following business day.

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

20.11 Processing.

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

(b) The Unit Head, the Provost, or their designee, may refuse to process or consider a grievance not filed or processed in accordance with this Article.

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

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

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

20.15 Expedited Grievance Procedure for Conflict of Interest

- (a) A grievance filed under Article 19.5 shall be heard at Step 1 by the Provost or designee no more than seven (7) days after it has been filed. The Provost or designee shall issue a Step 1 decision no more than 7 days after the Step 1 meeting.
- (b) A request for review of the Step 1 decision shall be filed using Appendix "D," no more than seven (7) days following the receipt of the Step 1 decision. The Step 2 meeting shall be held no more than 7 days after the receipt of Appendix "D," and the Step 2 decision shall be issued no more than 7 days after the meeting.
- (c) A request for arbitration using Appendix "E" shall be filed within fourteen (14) days after receipt of the Step 2 decision. An arbitrator shall be selected by the parties no more than fourteen (14) days following the receipt of the Appendix "E." The arbitrator shall issue a memorandum of decision within 7 days following the conclusion of the arbitration, to be followed by a written opinion and award in accordance with Section 20.8(f)(5).
- (d) All other provisions of Article 20 shall apply to these grievances, except as noted above.

ARTICLE 23 SALARIES

23.1 Effective Date. The 2015-2016 salary increases and adjustments referenced in this Article shall become effective upon ratification of this agreement, and implemented within forty-five (45) days after ratification or the first pay period in Fall 2016 if distribution computations are completed during the summer. The 2016-2017 base salary increases and adjustments referenced in this Article shall become effective the full first pay period in October 2016 or if re-opened for re-negotiations upon ratification. The 2017-2018 salary increases and adjustments referenced in the Article shall become effective the full first pay period in October 2017 or if re-opened for re-negotiations upon ratification.

23.2 Promotion and Legislative Compensation Increases for Faculty. The Florida Atlantic University Board of Trustees has approved funds for promotion based and legislatively directed increases, to be distributed as follows:

A. Promotion Increases. Promotion increases shall be granted to employees promoted in 2015-2016, 2016-2017, and 2017-2018 effective upon the start of their academic year appointment following the promotion. These increases shall be granted as follows:

(1) in recognition of promotion to Associate Professor, Associate in _____, Associate Scholar/Scientist, Associate Engineer, Associate Research Professor, and Associate University Librarian, an increase equal to 9.0% of the employee's previous year's base salary; or

(2) in recognition of promotion to Professor, Scholar/Scientist, Engineer, Research Professor and University Librarian, an increase equal to 12% of the employee's previous year's base salary.

(3) in recognition of promotion to Senior Instructor/Senior Lecturer in accordance with the Provost's Memorandum on Appointment and Promotion of Instructors and Lecturers, an increase of 9.0% of the employee's previous year's base salary, but the new salary may not exceed 15.0% more than the employee's ~~September 2011~~ salary from 3 years prior on a rolling basis, if in the same position. The new base salary must be equal to or greater than \$40,000.

(4) in recognition of promotion to University Instructor/University Lecturer in accordance with the Provost's Memorandum on Appointment and Promotion of Instructors and Lecturers, an increase of 12.0% of the employee's previous year's base salary, but the new salary may not exceed 18.0% more than the employee's ~~September 2011~~ salary from 3 years prior on a rolling basis, if in the same position.

B. Legislative Salary Increase. Any increase provided in accordance with the 2016 or 2017 General Appropriations Act will be provided as defined therein.

23.3 Additional University Compensation Increases for Faculty. The FAU Board of Trustees has made a commitment to provide a pool of funds for additional compensation increases for high performing faculty (not FAUS) and librarians. Each pool of funds below includes any applicable legislative appropriated compensation.

A. The University shall provide these bargaining unit employees with a pool of funds equal-up to 3.0% of the September 1, 2015 salary base of eligible bargaining unit employees for the 2015-2016 academic year.

B. The University shall provide these bargaining unit employees with a pool of funds equal up to 2.03.0% of the September 1, 2016 salary base of eligible bargaining unit employees for the 2016-2017 academic year.

C. The University shall provide these bargaining unit employees with a total pool of funds equal up to 2.02.0% of the September 1, 2017 salary base of eligible bargaining unit employees for the 2017-2018 academic year.

D. All Additional University Compensation Increases for Faculty shall be distributed in the following categories:

(1) Base Salary College Merit Increases. Base salary merit increases shall be provided to eligible employees consistent with criteria specified in Article 10.4. All regular bargaining unit employees who were employed as of the prior May 1, have continued in-unit employment through the date of distribution, and have a Good (3 out of 5) or above overall on the annual evaluation indicated below for the prior year will be eligible. The Dean/Unit head shall distribute these funds in a proportionate, fair and equitable manner to the department/unit.

(a) 2015-2016. The University shall provide a pool of funds to each college for increases to each college/unit equal to approximately 1.0% (2.0% for non-tenure-track employees) of the total base salary rate of the September 1, 2015 salary base of eligible bargaining unit employees. The annual evaluation for calendar year 2014 or academic year 2014-2015, as applicable per college, will be used.

(b) 2016-2017. The University shall provide a pool of funds to each college for increases to each college/unit equal to approximately 1.0% (2.0% for non-tenure-track employees) of the total base salary rate of the September 1, 2016 salary base of eligible bargaining unit employees. The annual evaluation for calendar year 2015 will be used.

(c) 2017-2018. The University shall provide a pool of funds to each college for increases to each college/unit equal to approximately 1.0% of the total base salary rate of the September 1, 2017 salary base of eligible bargaining unit employees. The annual evaluation for calendar year 2016 will be used.

(2) Base Salary University Merit Increases. All regular bargaining unit employees who were employed as of the prior May 1, have continued in-unit employment through the date of distribution, and have a Good or above overall on the prior prior annual evaluation (respectively, as identified in Section (D)(1) above), for the prior year will receive a 1.0% base wage increase of the prior September 1 base salary for 2015-2016, 2016-2017, and 2017-2018.

(3) Base Salary Equity Increases. All eligible-tenure-track regular bargaining unit employees must-with-have three or more academic years of consecutive assignment at FAU as of the prior May 1, 2015, and who received-have a Good (3

out of 5) or above overall on the prior annual evaluation (respectively, as identified in Section (D)(1) above) for the prior year, and have continued in-unit employment through the date of distribution to be eligible to participate.

(a) The employee's prior October 1 salary must be below 100% of the mean salary (parity level) for comparable departments and comparable ranks in the most recent Oklahoma State University Salary survey (or equivalent) to be eligible. For employees whose prior overall annual evaluation is Good (3 out of 5), the employee's prior October 1 salary must be below 80% of the mean salary (parity level) for comparable departments and comparable ranks in the most recent Oklahoma State University Salary survey (or equivalent).

(b) The base salary equity increases shall be distributed to all eligible employees as defined above based on a formula set by the Dean of each college, and the formula must increase the distribution amount as the disparity from the adjusted parity level (based on evaluation as described above) increases. The formula shall not disqualify employees based on rank. The formula for each college shall be sent to the Provost or designee in advance, who shall provide the formulas to the UFF for comment. The Provost or designee shall consider any comments received, and review the formulas for compliance with this article before approval. The formula used to distribute funds shall be made available to faculty at least two weeks before the funds are distributed.

(c) 2015-2016. The University shall provide a pool of funds to each college for base salary equity increases to each college/unit equal to approximately 1.0% of the total base salary rate of the September 1, 2015 salary base of eligible bargaining unit employees, excluding non-tenure-track employees.

(d) ~~2017-2018~~2016-2017. The University shall provide a pool of funds to each college for base salary equity increases to each college/unit equal to approximately 1.0% of the total base salary rate of the September 1, ~~2017~~2016 salary base of eligible bargaining unit employees, excluding non-tenure-track employees.

23.4 Florida Atlantic University School Employees. FAUS employees shall participate in the FAUS Salary System attached at Appendix I. If the Florida law regarding the State's Performance Salary System is amended by the legislature during the term of this Agreement such that merit base salary eligibility for permanent status employees is changed, the UFF may reopen this Agreement to address those affected employees.

(A) FAUS Employee Promotion Increases.

(1) Promotion increases shall be granted to FAUS employees pursuant to procedures and criteria for promotion to each rank for those promoted in 2015-2016, 2016-2017, and 2017-2018 effective upon the start of the academic year appointment upon the promotion. Permanent status employees may be promoted, but may not receive any promotion/merit salary increase.

(2) These increases shall be granted to non-permanent status employees in an amount equal to a specified percentage of the employee's previous years' base salary at the time of promotion to one of the ranks described below:

- 3% To achieve University School Accomplished Instructor;
- 7% To University School Assistant Professor;
- 8% To University School Associate Professor; and
- 9% To University School Professor

(B) FAUS Employee Merit Base Salary Increases. All eligible non-permanent status FAUS employees shall receive an additional merit base salary increase of —% for in the 2015-2016, 2016-2017, and 2017-2018 for achieving a —Satisfactory or above overall on the prior annual evaluation as follows: Highly Effective 2%, Effective 1.5%, Satisfactory 1%. These increases are , and school year in accordance with subject to the Statewide Teacher Pay Increases provided by state law governing merit pay increases for K-12 teachers. —These increases and include any applicable legislative appropriated compensation, unless the appropriated amount exceeds the amount obligated in this section.

(C) Joint Appointments. FAUS employees holding joint appointments with a department or unit in the University shall be eligible for any salary increases available to other part-time members of the bargaining unit in such department unit of the University, with such increases appropriately pro-rated.

(D) FAUS Supplements. FAUS employees shall receive salary supplements for approved extracurricular activities assigned by the Director under the following conditions:

- (1) The activity must involve duties that extend beyond the normal workday;
- (2) Employees shall receive a separate salary supplement for each assigned activity;
- (3) The amount of the salary supplement shall be determined after consultation with the FAUS UFF representative;
- (4) Salary supplements are not to be included in the base salary rate upon which future salary increases are calculated.

23.5 Report to Employees. All employees shall receive notice of their salary increase, if applicable. Upon request, an employee shall have the opportunity to consult with the person or committee which makes the initial recommendation for salary increases.

23.6 Nothing contained herein shall prevent the University from providing salary increases beyond the increases specified above. These increases are provided for market equity considerations; documented compression/inversion; verified counteroffers; increased duties and responsibilities; special achievements; and litigation/settlements. The UFF shall be given notice of any in-unit increase designated for special achievements. Any in-unit increase designated for market equity or compression/inversion shall be pursuant to an Equity Distribution Policy approved by the dean and provided to the UFF. The Equity Distribution Policy shall state the eligibility and distribution formula, and apply to all faculty in the department/school. The UFF shall have the opportunity to discuss the equity distribution policy in consultation with the President or his/her designee prior to the implementation.

23.7 Grievability. The only issues to be addressed in a grievance filed pursuant to Article 20 alleging violation of this Article are whether there is unlawful discrimination under Article 6, or whether there is an arbitrary and capricious application of the provisions of one or more Sections of this Article.

23.8 Type of Payment for Assigned Duties

(A) Duties and responsibilities assigned by the University to an employee which do not exceed the available established FTE for the position shall be compensated through the payment of Salary, not Temporary Employment, unless stated otherwise in this Agreement.

(B) Duties and responsibilities assigned by the University to an employee which are in addition to the available established FTE for the position shall be compensated through Temporary Employment, not Salary.

23.9 Increases Contingent on Receipt of New Recurring/Non-Recurring Funds. Unless the University chooses to fund the increases in Section 23.3 from other sources, in the event the University does not receive sufficient new legislative or performance funding to fund the salary increases negotiated for either 2016-2017 or 2017-2018, Section 23.3 of this salary article shall become void and re-opened for negotiations by the parties. For base increases, the annual funding must be from new recurring funds able to be expended on faculty salaries in excess of the prior year's base funding.

23.10 Faculty members on contracts or grants shall receive salary increases equivalent to similar faculty members on regular funding, provided that such salary increases

are permitted by the terms of the contract or grant and adequate funds are available for this purpose in the contract or grant.

ARTICLE 24 BENEFITS

24.1 Benefits. FAU employees are offered a variety of benefit and retirement options. These are explained at orientation sessions at the time of hire and information is available from the staff or website of the Department of Human Resources.

~~Employees shall be eligible to participate in the domestic partner benefit stipend program. This domestic partner benefit stipend program shall be launched and offered prior to August 15, 2013.~~

24.2 Benefits Improvements. The Board and UFF support legislation to provide adequate and affordable health insurance to all employees.

24.3 Part-Time Employees. Part-time employees, except those in positions classified as Temporary or funded from Other Personal Services (OPS) funds, are entitled to employer-funded benefits under the provisions of State law and the rules of the Department of Management Services and the Division of Retirement. Part-time employees should contact the Department of Human Resources at the University to determine the nature and extent of the benefits for which they are eligible.

24.4 Retirement Credit. Retirement credit for employees who are authorized to take uncompensated or partially compensated leaves of absence shall be granted in accordance with State law and the rules of the Division of Retirement as they may exist at the time leave is granted. Employees who are to take such a leave of absence should contact the Department of Human Resources for complete information prior to taking the leave.

24.5 Benefits for Retired Employees.

(a) Employees retired from the University shall be eligible, upon request, and on the same basis as other employees, subject to University policies, to receive the following benefits at the University:

(1) FAU Owl card;

(2) Use of the University library (i.e., public rooms, lending and research service);

(3) Placement on designated University mailing lists;

- (4) A University parking decal at adjunct rates;
 - (5) Use of University recreational facilities (retired employees may be charged fees different from those charged to other employees for the use of such facilities);
 - (6) The right to enroll in courses without payment of fees, on a space available basis, in accordance with the provisions of Section 1009.26(4), Florida Statutes;
 - (7) A mailbox in the department/unit from which the employee retired, subject to space availability and
 - (8) University e-mail address.
- (b) On a space available basis and with Provost's or designee's approval, the University may grant a retired employee's request to use office or laboratory space.
 - (c) With the exception of retirees who participated in the SUS Optional Retirement Program and for whom provisions have been made, retired employees of any State-administered retirement system are entitled to health insurance subsidy payments as provided by Florida law.

24.6 Phased Retirement Program.

(a) Eligibility.

- (1) Employees who have been employed at least six (6) years of creditable service (not including leaves of absence), and are eligible to retire according to his/her state retirement program rules, may participate in the Phased Retirement Program (except those employees referenced in 24.6(a)(2) below). Such eligibility shall expire on the employee's 70th birthday. Employees who decide to participate must provide written notice to the University of such decision prior to the expiration of their eligibility, or thereafter forfeit such eligibility. Employees who choose to participate must retire with an effective date not later than 180 days, nor less than ninety (90) days, after they submit such written notice, except that when the end of this 180 day period falls within a semester, the period may be extended to no later than the beginning of the subsequent term (semester or summer, as appropriate).
- (2) Employees not eligible to participate in the Phased Retirement Program include those who have received notice of non-reappointment, layoff, or termination, those who participate in the

State's Deferred Retirement Option Program (DROP), and FAUS employees.

(b) Program Provisions.

- (1) All participants must retire and thereby relinquish all rights to tenure/permanent status as described in Article 15, except as stated otherwise in this Article. Participants' retirement benefits shall be determined as provided under Florida Statutes and the rules of the Division of Retirement.
- (2) Payment for Unused Leave. Participants shall, upon retirement, receive payment for any unused annual leave and sick leave to which they are entitled pursuant to Article 17.
- (3) Re-employment.
 - a. Prior to re-employment, participants in the Phased Retirement Program must remain off the University payroll for the time required by state law and the Florida Division of Retirement in order to validate their retirement. Participants must comply with any re-employment limitations that apply pursuant to the provisions of state law and 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 OPS/Temporary funding for one-half of the academic year as an adjunct instructor but may retain their pre-retirement working title. Participants will be identified in University directories and other university publications by their pre-retirement rank. The University and employee may agree to less than one-half of the academic year. The written re-employment offer shall contain the text of Section 24.6(b)(1)(3)d)(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, subject to the conditions outlined in (3)a)-(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 employee's receipt of the written re-employment offer. Failure to notify the University regarding re-employment may result in

the employee's forfeiting re-employment for that academic year.

(4) Leave for Illness/Injury.

- a. Each participant shall be credited with five (5) days of leave with pay at the beginning of each full-time semester appointment. For less than full-time appointments, the leave shall be credited on a pro-rata basis with the assigned FTE. This leave is to be used in increments of not less than four (4) hours ($\frac{1}{2}$ 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 (as defined in Article 17).
- 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 ($\frac{1}{2}$ day) for personal reasons unrelated to illness or injury. Except in the case of emergency, the employee shall provide at least two (2) days' notice of the intended leave. Approval of the dates on which the employee wishes to take such leave shall be at the discretion of the supervisor and shall be subject to the consideration of departmental and organizational scheduling.
- b. Such leave shall not be accumulated, nor shall the participant be reimbursed for unused leave upon termination of the post-retirement period.

(6) Re-employment Period.

- a. The period of re-employment obligation shall extend over five (5) consecutive academic years, beginning with the academic year of the first assignment. No further notice of cessation of employment is required.
- b. The period of re-employment obligation shall not be shortened by the University, except under the provisions of Article 13 or 16 of the Agreement.

- (7) Declining Re-employment. A participant may decline an offer of re-employment during any academic year. Such a decision shall not extend the period of re-employment beyond the period described in Section 24.6(5)~~(b)~~(b). At the conclusion of the re-employment period, the University may, at its option, continue to re-employ participants in this program on a year-to-year basis.
- (8) Salary Increases. Participants shall receive all increases guaranteed to employees in established positions, in an amount proportional to their part-time appointment.
- (9) Preservation of Rights. Participants shall retain all rights, privileges, and benefits of employment, as provided in laws, rules, the BOT-UFF Agreement, and University policies, subject to the conditions contained in this Article.
- (10) Payroll Deductions. The UFF payroll deductions, as specified in Article 26, if applicable, shall be continued for a program participant during each re-employment period.
- (11) Contracts and Grants. Nothing shall prevent the employer or the participant, consistent with law and rule, from supplementing the participant's employment with contracts or grants.
- (12) The decision to participate in the Phased Retirement Program is irrevocable after the required approval document has been executed by all parties.

24.7 Free University Courses for Employees and Dependent Children-

- (a) Full-time employees, including employees 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) under the Employee Educational Scholarship Program (EESP). Information on this program is available on the Human Resources webpage.
- (b) ~~The BOT will perform a cost-benefit analysis of providing a tuition benefit to employees' dependents based on current models in the SUS. Results of the evaluation shall be shared with the UFF during or before the 2015-16 collective bargaining process. Employees eligible for FAU's EESP who do not use their six (6) credit hours of instruction per term may~~ instead participate in the dependent child tuition rebate plan for their credits to an IRS qualified dependent child. A dependent child duly admitted to an undergraduate degree program may have in-state tuition remitted for up to sixty (60) credit hours if they are enrolled and successfully complete a degree within a four (4) year

period. Dependents transferring 1-30 credits must graduate within a four (4) year period, 31-60 credits within a three (3-) year period and over 60 credits within a two (2) year period. Upon graduation in accordance with the program, the graduate will receive a rebate for sixty (60) in-state credit hours or 50% of the tuition paid by the student, whichever is less. All other policies and rules of the EESP and dependent child tuition rebate plan apply. Information on this dependent child tuition rebate plan is available on the Human Resources webpage.

- 24.8 Employee Assistance Programs. Employees shall be entitled to participate in the existing Employee Assistance Program (EAP) available to other FAU employees. Any policies created or revised by the University in the development or operation of its EAP shall be discussed in consultation with the local UFF Chapter.
- 24.9 Pre-tax Benefits Program. The Board shall continue to provide a pre-tax benefits program for salaried employees in the State University System which includes the opportunity to: (1) pay for their State insurance premiums on a pre-tax basis and, (2) utilize flexible spending accounts for medical and dependent care expenses.

ARTICLE 30 DURATION

- 30.1 Term of Agreement. The term of this agreement shall be from July 1, ~~2012-2015~~ until June 30, ~~2015~~2018.

- 30.2 Reopeners.

~~Upon proper notice, either party may reopen negotiations on Article 8.4(b) (Summer Supplemental Appointments), Article 10.7 (Post Tenure Review) and up to two (2) additional articles for contract year July 1, 2013 through June 30, 2014.~~

~~Upon proper notice, either party may reopen negotiations on Article 8.4(b) (Summer Supplemental Appointments), Article 10.7 (Post Tenure Review) and up to two (2) additional articles for contract year July 1, 2014 through June 30, 2015.~~

~~Notice to reopen any article(s) as permitted above must be given in writing and no later than February 1st before the applicable contract year or within 15 days following a BOT ratification, whichever is later.~~

Article 23 ~~shall~~may be reopened for negotiations ~~for contract year if necessary in accordance with Article 23.9 2013-2014 and 2014-2015.~~

- 30.3 Retroactive Application of Benefits. Except where retroactivity is allowed by express contract language, any change in terms or benefits of employment will

be effective upon ratification.

30.4 The UFF is entitled to bargain over the impact of the sustained performance evaluation policy.