



Item: PC: A-1

PERSONNEL AND COMPENSATION COMMITTEE
Tuesday, June 7, 2022

SUBJECT: Ratification of 2022-2025 FAU BOT/UFF Collective Bargaining Agreement

PROPOSED COMMITTEE ACTION

Recommend approval of the 2022-2025 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).

BACKGROUND INFORMATION

The prior contract with the UFF was in effect from 2018 until June 30, 2021, followed by a single year Memorandum of Understanding. The parties' bargaining representatives have been negotiating the 32 Articles in the contract since March of 2021 and have reached a tentative agreement on all items. This Committee provided guidance to the Administration's bargaining representatives throughout the bargaining process. The proposed amended agreement is expected to be ratified by the faculty union on June 4, 2022.

Highlights of substantive article amendments include:

- Article 1 - The UFF President will receive an advance copy of any proposed University policy changing a term or condition of employment contained in the Agreement at least two weeks in advance of its effective date.
- Article 3 - Commencing in the 2022-2023 academic year, full-time employees designated by the UFF to represent employees and administer the contract may receive a total of 4 units of release time in the Fall and Spring and 1 unit of release time in the Summer.
- Article 5 - When teaching or engaging in assigned duties, faculty shall provide an objective and skillful exposition of subject matters, including a variety of scholarly opinions. Faculty have the academic responsibility to act respectfully towards members of the University community to include refraining from statements disparaging the professional capabilities of colleagues and others.

- Article 7 - The University will continue to offer at least one public meeting in the fall to provide a detailed explanation of the University's annual budget, including Academic Affairs, the Division of Research, and FAUS.
- Article 10 - Annual evaluations must be criteria based, not norm referenced. And any changes to the evaluation process will be made in consultation with the department.
- Article 12 - Acceptance of a tenure-track appointment does not guarantee continued, or any set term of, employment or supersede any employment separation policies.
- Article 14 - Promotion decisions are based on scholarly contribution and past meritorious performance of assigned duties, will follow established written criteria specified by the Board or the University, and be available on the college/unit website. Each college/unit shall periodically review its criteria to ensure that they are consistent with the employees' assignments and the mission of the University and the academic unit. Changes to a college/unit's promotion criteria must be approved by the Provost (or designee), posted online, and accessible to faculty. Years in rank and sustained productivity at FAU are particularly important for promotion to full professor. Faculty who have part time administrative roles shall follow the established written criteria of the college/unit when applying for full professor.
- Article 15 - Tenure decisions are based on scholarly contribution and past meritorious performance of assigned duties, will follow established written criteria specified by the Board or the University, and be available on the college/unit website. Each college/unit shall periodically review its criteria to ensure that they are consistent with the employees' assignments and the mission of the University and the academic unit. Changes to a college/unit's tenure criteria must be approved by the Provost (or designee), posted online, and accessible to faculty.
- Article 17 - University Instructors, Senior Instructors, and Instructors with at least one year of service may utilize paid parental leave for one semester no more than once every two years.
- Article 18 - The definitions were updated to be consistent with current university policy and stay abreast of technological advancements.
- Article 19 – Language was updated to comply with Florida law and university policy. Faculty with at least a 0.5 FTE appointment, and all faculty engaged in the design, conduct, or reporting of research regardless of FTE, are required to annually complete an outside activity form. All outside activity, including teaching and research activities occurring when the employee has no active appointment (i.e. summer) must be reported. If a faculty member has no information to disclose, a report indicating non-activity must still be completed. Failure to report outside activity, and receive required approvals, may result in discipline including termination.

- Article 20 – If grievances are not resolved, arbitration shall be handled by the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FCMS). The arbitrator will preside over issues of arbitrability, and the arbitrator’s fees and expenses will be divided equally by the parties.
- Article 21 -During a public health emergency, the University and union will discuss potential work modalities, changes to course delivery modalities, and evaluative processes. A representative recommended by the union shall serve on the University’s Safety Committee. The University will conduct a feasibility study on safety measures (i.e. classroom door locks and window coverings) and provide the union with a copy of the results.
- Article 22 - The awarding of a sabbatical will not alter the awardee’s annual course load.
- Article 23 - Provides for a 3-year comprehensive wage increase program for faculty. The wage program will cost approximately 2%, 2% and 2% in contract years one, two and three for faculty who earn a 3 or higher on annual performance evaluations. All future wages are contingent upon receiving performance funding from the BOG and/or legislature. The base salary for Instructors, Senior Instructors, and University Instructors shall be at least \$48,500; \$50,500; and \$54,000, respectively. Standard promotion increases for Associate Professor and Full Professor were increased from 9%/12% to 10%/13%. FAUS teachers are eligible for up to an approximate 2%, 2% and 2% base merit wage increase based on performance. The base salary for newly hired FAUS teachers will be \$48,000 for teachers on the pay for performance salary schedule and \$51,000 for FAUS teachers on the grandfathered salary schedule. FAUS teachers who earn advanced degrees can receive a supplement ranging from \$3,000-\$5,500 in 21-22, \$3,250-\$5,750 in 22-23, and \$3,500-\$6,000 in 23-24. With approval, FAUS teachers can receive a supplement of \$30/h for extracurricular activities, excluding clubs and athletics. In the event funding is not available, negotiations may be reopened for FAUS salaries.
- Article 24 – The University retains the discretion to offer voluntary retirement incentive programs. Employees may enroll in up to six credit hours per term without tuition charges if the employee earns a grade of at least a C in undergraduate courses; a B in graduate courses; and a P in P-F graded courses. Employees may elect to allow an IRS qualified dependent child or spouse to utilize this benefit in lieu of the employee. A dependent child must enroll in a minimum of thirty credit hours in undergraduate classes per academic year (unless a SAS accommodation dictates otherwise), and maintain a 2.0 GPA. A dependent spouse may enroll in either undergraduate or graduate level courses for at least six credits per semester, fees for three credits will be waived while the remaining three credits must be paid out-of-pocket. The spouse or employee must pay for any credits taken over and above the six required credits.
- Article 30 - Creates a three-year term with no contract re-openers except by mutual agreement of the parties.

- Appendix H - Updates compensation for teaching a second summer course, but compensation cannot exceed 12.5% of the employee's base salary
- Appendix J - An illustrative chart has been created to provide examples of reportable and non-reportable outside activities (see Article 19).

**IMPLEMENTATION
PLAN/DATE**

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

FISCAL IMPLICATIONS

University UFF employees' salary increases will be funded by the FAU E&G Budget. FAUS UFF employees' salary increases will be funded by the FAUS appropriated budget. Total incremental cost for agreed upon increases are projected to be approximately \$5.7M over three years.

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

202218-20251

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PREAMBLE

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

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

Collegiality in academic governance can best be accomplished through senates selected by representatives of the appropriate campus constituencies in accordance with FAU's University Faculty Senate constitution and tradition. Appropriate matters of concern should be brought before the Senate by its members or steering committee, or by the President of the University or designated representatives. Among matters which may be of concern to Senates include: (a) curriculum policy and curricular structure; (b) requirements for degrees and granting of degrees; (c) policies for recruitment, admission, and retention of students; (d) the development, curtailment, discontinuance, or reorganization of academic programs; (e) grading policies; and (f) other matters of traditional concern.

In such a collegial system, departments or other traditional governance structures should play an active and responsible role in academic matters, including significant involvement in the recruitment of new faculty and professional employees, the development of high quality programs, participation in the development of tenure, promotion, and merit salary increase criteria, participation in the selection of instructional and library materials, and other matters of professional concern. The collegial relationship is most effective when peers work critically together to carry out their duties in the most professional manner possible.

In recognition of the importance of the collegial system of governance described herein, the President or their representatives shall confer regularly with representatives from the FAU Senate or equivalent bodies.

This Preamble is a statement of intent and policy and is, therefore, not subject to Article 20, Grievance Procedure.

ARTICLE 1 RECOGNITION

- 1.1 Bargaining Unit. The Board has recognized the UFF as the exclusive representative, solely for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment as specifically set forth in this Agreement, for all employees in the bargaining unit pursuant to Certification Order Number 04E-010, dated January 9, 2004. Attached as Appendix "A," ~~for information purposes only and not made a part of the Agreement,~~ is the listing of titles included in the General Faculty bargaining unit.
- 1.2 Board and University Regulations and Policies.
- (a) If there is an inconsistency between an existing University regulation or policy or Board regulation or policy and an express provision of this Agreement, the Board agrees to follow the language of the Agreement.
 - (b) No new, existing, or amended Board or University regulation, policy, or resolution shall apply to employees if it conflicts with an express term of the Agreement.
 - (c) The Board shall provide to the UFF an advance copy of any proposed Board or University regulation or policy changing a term or condition of employment contained in this Agreement. The Board or the University, as the case may be, shall provide the advance copy of a proposed Board or University regulation no later than the notice period under the provisions of the Regulation Development Procedure for State University Boards of Trustees. The advance copy of a University policy shall be provided in writing to the UFF-FAU President, at least two (2) weeks in advance of its effective date so as to permit the UFF to seek consultation with respect to it. With respect to a regulation adopted pursuant to the emergency provisions of the Regulation Development Procedure, an advance copy shall be provided as far in advance of its effective date as is feasible under the circumstances.
 - (d) If the Board or a committee of the Board has scheduled public hearings on any Board action that would conflict with an express term of this Agreement, the UFF shall not be denied the opportunity to address the matter.
 - (e) If any proposed Board or University regulation, policy, or resolution would have a direct impact on wages, hours, or any other term or condition of employment or modify an express term of this Agreement, the UFF may request in writing that the Board or its designee ~~shall~~ engage in collective-impact bargaining with respect to the change ~~upon the UFF's request.~~

- 1.3 Right to Hear Views. Nothing contained in this Agreement shall be construed to prevent the Board or the University from meeting with any individual or organization to hear views on any matter, provided however, that as to any such matter which is a proper subject of collective bargaining and covered by a term of this Agreement, any changes or modification shall be made only through negotiation and agreement with the UFF.

ARTICLE 2 CONSULTATION

- 2.1 Consultation with President. The President or the designated representatives shall meet with the UFF Chapter representatives to discuss matters pertinent to the implementation or administration of this Agreement, University actions affecting terms and conditions of employment unique to the University, or any other mutually agreeable matters. Such meetings shall occur once (1) per semester in the academic year and once (1) during the summer term unless the parties agree to meet more frequently. The party requesting consultation shall submit a written list of agenda items no less than one (1) week in advance of the meeting. The other party shall also submit a written list of agenda items in advance of the meeting if it wishes to discuss specific issues. The parties understand and agree that such meetings may be used to resolve problems regarding the implementation and administration of the Agreement; however, such meetings shall not constitute or be used for the purpose of collective bargaining.
- 2.2 FAUS Consultation. The Executive Director of the A.D. Henderson University School and the FAU High School (collectively referred to herein) as "Florida Atlantic University Schools" or "FAUS" or his or her representative shall meet with the FAU UFF Chapter representatives to discuss matters pertinent to the implementation or administration of this Agreement, University actions affecting terms and conditions of employment unique to the University or the FAUS, or any other mutually agreeable matters. Such meetings shall occur once (1) per semester in the academic year, unless the parties agree to meet more frequently. The party requesting consultation shall submit a written list of agenda items no less than one (1) week in advance of the meeting. The other party shall also submit a written list of agenda items in advance of the meeting if it wishes to discuss specific issues. This section shall not preclude FAUS issues from being raised at the consultations described in Sections 2.1, above. The parties understand and agree that such meetings may be used to resolve problems regarding the implementation and administration of the Agreement; however, such meetings shall not constitute or be used for the purpose of collective bargaining.

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 Office allocated space for the Union in Fall of 2016, which includes 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 uUniversity 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.

~~(b)~~(c) FAU and FAUS administration shall provide the union with an updated job code list and unit status changes, pursuant to Appendix A, for the entire bargaining unit at the beginning of each academic year or upon 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 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.
- (g) When a current or former UFF-FAU President applies for tenure, promotion, or instructor promotion, one additional year may be granted towards application. Upon request, a statement acknowledging the extension must be provided and included in the Promotion and Tenure portfolio.

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. Commencing academic year 20~~22~~²¹-202~~30~~²⁹, the Board agrees to provide a total of ~~three~~^{four} (3~~4~~⁴) 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 five (5) members. Collective bargaining released time will be provided during the Spring ~~2021~~ semester. Released time will consist of five (5) 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, ~~2020~~. 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, ~~2020~~. 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 4 RESERVED RIGHTS

- 4.1 Policy. The Board retains and reserves to itself the rights, powers, and authority vested in it, including the right to plan, manage, and control FAU and in all respects carry out the ordinary and customary functions of management.
- 4.2 Limitations. All such rights, powers, and authority are retained by the Board, subject to those limitations imposed by this Agreement. Only violations of such limitations shall be subject to Article 20, Grievance Procedure.

ARTICLE 5 ACADEMIC FREEDOM AND RESPONSIBILITY

- 5.1 Policy. It is the policy of the Board, the University, and the UFF to maintain and encourage 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. This 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.

- (a) When teaching or engaging in assigned duties, ~~To~~ present 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 engage in scholarly and creative activity, and to publish results in a manner consistent with professional obligations.
- (c) To speak freely on, and seek changes in, academic and institutional policies.
- (d) To exercise 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. 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. All members of the FAU community are expected to conduct themselves ethically.
- (b) Respecting the relationship between professor, ~~and student,~~ and colleagues; adhere to the proper role as teacher, researcher, intellectual mentor, colleague, ~~and academic advisor,~~ and supervisor; respect students, staff, ~~and colleagues~~ and supervisors and treat them with behavior free from discrimination and harassment; 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,~~ and supervisors.
- (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. Discussion, dissent, and expression of opinion are to be expected and welcomed in an academic environment and should be conveyed in a respectful manner. Professional interactions should be free from profane or malicious statements, as well as free from statements disparaging the professional capabilities of others. The Board of Trustees and their representatives have responsibilities that include, but are not limited to, promoting intellectual growth, the rights and dignity 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.

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) Personnel decisions shall be based upon legitimate occupational qualifications, job related criteria, and performance rather than membership in a protected class identified in Article 6.2(a)(2).
- (1) 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.

(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).

- (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 ~~7.0085.040~~, [University Policy 1.15](#), and established University procedures of the Office of Equity, ~~and~~ [Inclusion and Compliance](#). No employee reviewed/investigated under such procedures shall be disciplined until such review is complete and a finding of a violation of the Regulation has been issued. However, if factual findings suggest the employee is incompetent or is engaged in misconduct, the employee may be disciplined under Article 16.

If after the completion of the review/investigation, any finding of a regulation violation is made, a record of the complete findings will be placed in the employee's evaluation file. If no finding of a violation 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. However, if factual findings suggest the employee is incompetent or is engaged in misconduct, the employee may be disciplined under Article 16, and a record placed in the employee's 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 ensure 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 7 MINUTES, RULES, AND BUDGETS

7.1 Board and University Documents.

- (a) The Board shall make available to the UFF with timely written or electronic copy of the following:
- (1) The minutes and agendas of the meetings of the Board and its subcommittees;
 - (2) Board regulations published under the Regulation Development Procedure; and
 - (3) Copies of the BOT/UFF Agreement and all supplements to the Agreement, consistent with the provisions of Section 28.5.

The Board shall create an electronic report and shall provide an electronic report to the UFF which reflects the annual salary increases provided to employees. The cost associated with the UFF's use of such file shall be borne by the UFF consistent with the costs charged others.

- (b) The University shall ensure that a dated copy of the following documents is made available in an easily accessible location in its main library or by links on the University Web site as soon as promulgated:
- (1) The minutes of the meetings of the Board;
 - (2) Board Regulations and the University's policies; and
 - (3) The University's operating budget, including the previous year's expenditure analysis.

- (c) The University recognizes the importance of providing thorough and accurate information concerning the budget and fiscal management of the University. The University will continue to offer at least one public meeting to the University community in the fall semester to provide a detailed explanation of the University's annual budget, which includes Academic Affairs, the Division of Research, and FAUS.

7.2 FAUS Documents. A dated copy of the following documents shall be available for employee inspection in an easily accessible location on the FAUS website and the UFF Chapter shall be notified of such location:

- (a) The minutes of the FAUS Advisory Body;
- (b) The FAUS operating budget, including financial support received by the FAUS from the University, and the allocation of student activity and service fees, and
- (c) A link to the Florida Statutes and Board, University, and Education rules applicable to FAUS.

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 Appointment Status. 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;
- (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 appointments s 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, senior and university instructors/lecturers, 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).

Faculty assigned to teach a course will not be removed in favor of another faculty member 30 days prior to the first day of class, if practicable.

- (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.
 - 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, 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, unless a longer duration is recommended by the dean after consulting with the faculty and approved by the Provost's Office. 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) Between ~~Two-~~ two- to five-year fixed multi-year appointments may be offered for the following:

- a. Senior and University Instructors/Lecturers
- b. Instructors and Lecturers;
- c. Non-tenured or non-tenure earning Assistant Librarians, Associate Librarians, Librarians, and Counselors/Advisors;
- d. Scholars/Scientists, Research Associates, and Associate In/Assistant In _____;
- e. Clinical faculty;
- f. Individuals who have officially retired from universities or other organizations and who are at least 55 years of age;
- g. 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
- h. Individuals who have held the rank of full professor for at least seven (7) years at an institution of higher education.

(2) Any eligible employee who wishes to apply for a fixed multi-year appointment must submit a written request to their department chair and college dean by January 31st of the year their current appointment ends. The employee may be required to provide relevant documentation to the unit or college. The University shall notify the employee in writing of this decision within 60 days, if practicable.

(3) Successive fixed multi-year appointments may be offered to eligible employees hired pursuant to Section 8.4(g)(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". 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, and successive fixed multi-year appointments.
 - (5) The full assignment of faculty, considering status and rank as defined in 9.4(b). The determination of the assignment shall be made by the Chair/Supervisor.
- (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. Instructional assignments are made with the consideration of status and rank:

- (a) Tenured employees
- (b) Tenure-earning employees
- (c) University Instructors
- (d) Senior Instructors
- (e) Instructors

- (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 provide justification in writingshall 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, and successive fixed multi-year appointments.

- (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. Upon written approval of the Dean or designee, ~~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~~Sustained Performance Evaluation. The purpose of ~~Post-Tenure Review (“PTR”)~~Sustained Performance Evaluation (“SPE”) 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. Any changes to the evaluation process will be done in consultation with the department/unit.
- (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 must be criteria based, not norm referenced. 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.

~~(e)~~(f) To the extent that any changes to the evaluation process impact wages, hours, or other terms and conditions of employment as specifically set forth in this Agreement, the UFF may request in writing that the Board or its designee engage in impact bargaining with respect to the change.

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 Sustained Performance Evaluation (SPE).

- (a) Policy. The parties agree that a ~~SPEsustained 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 policy.~~
- (b) Criteria. The ~~SPEsustained performance evaluation~~ 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.
- (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 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. Only documents contained in that file and the sources and methods of annual evaluations specifically identified in Article 10.2 may be used for evaluations and other personnel decisions, other than for tenure, promotion, and continuing multi-year appointments, and subject to the limitations in Section 11.8 below. 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 ensure 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 established 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 containing information reflecting evaluation of employee performance are limited-access records and shall be available for inspection only by the employee, officials of the university responsible for supervision of the employee, or by court order. Other persons such as, but not limited to, the employee's representative and peer committees responsible for evaluating employee performance, may have access with the written permission of the faculty member. 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.

In addition, to the above, the following records shall also be maintained in the evaluation file but may not be used or considered in the evaluation process until final determinations are rendered or they are considered final pursuant to F.S. 1012.91 (effective 2017).

A. Records maintained for the purposes of any investigation of employee misconduct, including but not limited to a complaint against an employee, including anonymous complaints, and all information obtained pursuant to the investigation of such complaint.

B. Records maintained for the purposes of any disciplinary proceeding brought against an employee. The record of any disciplinary proceeding, including any evidence presented, shall be open to inspection by the employee and the employee's representative at all times.

C. Records maintained for the purposes of any grievance proceeding brought by an employee for enforcement of a collective bargaining agreement or contract.

D. Final determinations in such cases as referenced above, shall remain in the Evaluation File. Only final determinations may be used in evaluations, discipline, or promotion and tenure considerations.

ARTICLE 12 NON-REAPPOINTMENT

- 12.1 No Property Right. No appointment shall create any right, interest, or expectancy in any other appointment beyond its specific terms, except as provided in

Sections 13.2 and 15.1(f). Acceptance of a tenure-track appointment does not guarantee continued, or any set term of employment, or supersede employment separation policies.

12.2 Notice.

- (a) A “semester” as used in this Article is defined as either a Fall, Spring, or Summer semester in which a summer assignment is offered and accepted. If a Summer semester constitutes all or part of the notice period, it shall be compensated as a Spring or Fall semester. All employees described below are entitled to written notice that they will not be offered further appointment. The provision of notice under this section does not provide rights to a summer appointment beyond those provided in Section 8.4(b).
- (1) Employees in their first year of University service who are on academic year (9 month) appointments shall receive notice of non-reappointment not later than March 1 of the academic year, if the appointment expires at the end of that academic year. Employees in their first year of continuous University service who are on twelve-month appointments shall receive at least twelve (12) weeks notice.
 - (2) Employees in their second year of continuous University service who are on academic year (9 month) appointments shall receive one semester notice of non-reappointment. Employees in their second year of continuous University service who are on twelve-month appointments shall receive at least 19.5 weeks notice.
 - (3) Employees with two (2) or more years of continuous University service who are on academic year (9 month) appointments shall receive two semester notice of non-reappointment. Employees with two (2) or more years of continuous University service who are on twelve-month appointments shall receive 39 weeks notice.
 - (4) The University may choose to provide compensation in lieu of employing the employee during the notice period to the extent permitted by law.
 - (5) Employees who are appointed to multi-year agreements shall receive notice in the penultimate year of their agreement if they will be offered a new appointment.
 - (6) Employees who are on “soft money” (e.g., contracts and grants, sponsored research funds, auxiliary funds, and grants and donations trust funds), who had five (5) or more years of continuous University service ~~as of June 30, 1991,~~ shall receive a one-year notice, contingent upon funds being available.

- (7) FAUS employees will be notified of a subsequent annual appointment offer on or before May 1 prior to the expiration of their appointment.
 - (8) FAU Instructors who have been employed at FAU for over three years on an annual appointment will be notified of a subsequent annual appointment offer on or before the expiration of that annual appointment.
- (b) Senior Instructors and University Instructors (Positions 8860 and 8861) shall receive notice as set forth in 12.2(a)(3) above. All other employees in the following categories are not entitled to written notice that they will not be offered further appointment:
- (1) Employees who are on "soft money" (e.g., contracts and grants, sponsored research funds, auxiliary funds, and grants and donations trust funds), including all FAUS employees, except those described in Section 12.2(a)(6), above.
 - (2) Employees who hold acting, OPS, or temporary appointments.
 - (3) Employees who are appointed for less than one (1) academic year.
 - (4) Employees who are appointed to a visiting appointment.
 - (5) Employees with an offer letter or Notice of Appointment which states, in substance, that their employment will cease on the date indicated.
 - (6) Employees with an offer letter for a specified fixed term appointment.

12.3 Terms and Conditions of Non-reappointment

- (a) The employee's current rate of pay shall remain unchanged through the end of the current period or the advance notice period, whichever is longer. The employee shall not receive any pay increases during the advance notice period.
- (b) The University's right to reassign the employee to other duties and responsibilities remains in effect during the non-reappointment period. The University's right to terminate the employee for just cause remains in effect during the advance notice period.
- (c) The University may offer an employee a letter of reappointment of a duration necessary to fulfill any advance notice requirement in this Agreement or other University rule.
- (d) The employee will no longer be eligible for tenure or promotion.

(e) The decision to not reappoint is not grievable except, an employee who receives written notice of non-reappointment may, according to Article 20 Grievance Procedure and Arbitration, contest the decision because of an alleged violation of a specific term of the Agreement or because of an alleged violation of the employee's constitutional rights. Such grievances must be filed within thirty (30) days of receipt of the notice of non-reappointment.

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

ARTICLE 13 LAYOFF

13.1

(a) Implementation. A layoff may be implemented by the University at any time as a result of adverse financial circumstances; reallocation of resources; reorganization of degree or curriculum offerings or requirements; reorganization of academic or administrative structures, programs, or functions; or curtailment or abolition of one or more programs or functions. Non-reappointment may be utilized as an alternative to layoff for employees pursuant to Article 12. All employees are subject to layoff including, but not limited to, employees in phased retirement, employees who have received a notice of non-reappointment, and employees on a fixed-term appointment.

(b) Layoff Unit. The layoff unit may be at an organizational level of the University such as a campus, division, college/unit, school, department/area/unit, or program, as the Provost deems appropriate.

(c) Notice to UFF. The University shall provide general notice to UFF in writing that a layoff is to occur no less than thirty (30) days prior to sending layoff notice to employee(s). Such notice shall identify the layoff unit and the reason for the layoff. The University is not obligated to identify the employee(s) to be laid off. UFF may request a consultation with the President or representative pursuant to Sections 2.1 or 2.2 during this period to discuss the layoff. UFF may bargain over the impact of the layoff.

13.2 Layoff Considerations. The selection of employees in the layoff unit to be laid off will be determined as follows:

(a) No tenured/multi-year/permanent status employee shall be laid off if there are non-tenured/non-permanent status employees or phased retirees in the layoff unit.

- (b) No employee in a non-tenured/non-permanent status position in the layoff unit with more than five (5) years of continuous University service or a phased retiree shall be laid off if there are any such employees with five (5) years or less of service.
- (c) Where employees are equally qualified under (a) or (b) above, those employees will be retained who, in the judgment of the University, will best contribute to the mission and purpose of the institution. In making such judgment, the University shall carefully consider appropriate factors such as, but not limited to the employees' length of continuous service, performance evaluation by students, peers and supervisors, academic training, professional reputation, teaching effectiveness, record of scholarship and/or creative activity, and service to the profession, community and public.
- (d) No tenured/multi-year/permanent status employee shall be laid off solely for the purpose of creating a vacancy to be filled by an administrator entering the bargaining unit.
- (e) The University shall notify the UFF annually in writing regarding the use of adjunct and other non-unit faculty in the layoff unit for a period of two years following the layoff. The use of adjunct and other non-unit faculty in departments/units where employees have been laid off may be the subject of consultation meetings pursuant to Article 2.

13.3 Alternative/Equivalent Employment. The University shall make a reasonable effort to locate appropriate alternate or equivalent employment within the University for employees who received a notice of layoff before the layoff effective date. The affected employee shall notify his/her supervisor of any available or posted University position that they believe may constitute alternate/equivalent employment. If appropriate alternate/equivalent employment is offered in lieu of layoff and rejected, the employee shall receive no further consideration or benefits pursuant to this article.

13.4 Notice to Employees. Employees will be informed of layoff as soon as practicable. Nine-month faculty with three or more years of continuous University service shall be provided notice by September 15 for a termination date no earlier than the conclusion of the following spring semester. Other employees with three or more years of continuous University service shall, where circumstances permit, be provided at least nine (9) months' notice. Formal written notice of layoff is to be sent via certified mail, return receipt requested, or delivered in person to the employee. The notice shall include effective date of layoff; reason for layoff; and if applicable, a statement of recall rights.

13.5 Re-employment/Recall

- (a) For a period of two years following the layoff effective date (or for employees

appointed to a fixed multi-year appointment, not to exceed the length of their appointment), an individual who has been laid off and who was not otherwise offered alternate/equivalent employment shall be offered re-employment in the same or similar position at the University, should such an opportunity for re-employment arise. Any offer of re-employment pursuant to this section must be accepted within fifteen (15) days after the date of offer. In the event such offer of re-employment is not accepted, the individual shall receive no further consideration pursuant to this Article. The University shall notify the UFF when an offer of re-employment is issued.

(b) An employee who held a tenured/permanent status appointment on the date of termination by reason of layoff shall resume the tenured/permanent status appointment upon recall, if permitted by law.

(c) The employee shall receive the same credit for years of service for purposes of layoff as held on the date of layoff.

(d) Employee Assistance Programs. Consistent with the University's Employee Assistance Program, employees participating in an employee assistance program who receive a notice of layoff may continue to participate in that program for a period of ninety (90) days following the layoff.

13.6 Limitations. The provisions of Sections 13.2 through 13.5 of this Agreement shall not apply to those employees: on soft money (as defined in Article 12), visiting/temporary appointments, and employees with appointments of less than one academic year.

13.7 FAUS Employees. Notwithstanding the above, any workforce reduction of FAUS employees shall be conducted in accordance with Florida law.

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.

~~(a)(b)~~ No promotion decision shall be based on an assessment that employs factors not identified in, or standards conflicting with, the established written criteria as clarified by the faculty member's college/unit.

~~(b)~~(c) 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 written 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) Faculty who have part time administrative roles shall follow the established written criteria of the college/unit when applying for full professor. Performance will be evaluated per the established written criteria, per respective rank. These criteria recognize three broad categories of academic service as follows:

(1) –Instruction, including regular classroom teaching, and other instructional activities;

(2) Research or other creative activities, including scholarly publications; and

~~(1)~~(3) Professional, university, or public service.

(c) 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 ~~departmentscollege/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 University and 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.

(d) Each college/unit shall develop and maintain written criteria consistent with assigned duties and University standards.

~~(b)(e)~~ Employees shall be given a copy of the college/unit's promotion criteria and the annual promotion and tenure calendar which shall also be available on the college/unit website. Changes to promotion criteria must be approved by the Provost or designee, posted online, and accessible to faculty in the department/unit or college offices.

~~(c)(f)~~ 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) An employee shall normally be considered for promotion to Associate Professor during the sixth year of continuous service in a tenure-earning position including any prior service credit granted at the time of initial appointment. Promotion from Associate to Professor typically occurs no earlier than five years completed in the rank of Associate Professor. An eligible faculty member may initiate the process for promotion to Full Professor whenever the faculty member believes he/she has met the written criteria for promotion by notifying the department chair. Promotion to Full Professor involves the candidate's entire career. The candidate's record shall demonstrate significant additional achievement, as established by the written criteria, beyond that demonstrated at the time of promotion to Associate Professor. Years in rank and sustained productivity at FAU are particularly important.

~~(a)(b)~~ 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, or via email). 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)(c)~~ 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.

~~(a)(b)~~ No tenure decision shall be based on an assessment that employs factors not identified in, or standards conflicting with, the established written criteria as clarified by the faculty member's college/unit.

~~(b)(c)~~ 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)(d)~~ 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 the employee's meritorious performance and scholarly contribution and shall be based on established written 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,~~ and college/unit); and the contributions the employee is expected to make to the institution.

(2) A tenure candidate's performance will be evaluated per the established written criteria. These criteria recognize three broad categories of academic service as follows:

(a) Instruction, including regular classroom teaching, and other instructional activities;

(b) Research or other creative activities, including scholarly publications; and

(a)(c) Professional, university, or public service~~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.~~

(2)(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~~college/units before adoption. The provisions of Section 9.3 are applicable to the modified criteria. Each college/unit shall periodically review its criteria to ensure that they are consistent with the employees' assignments and the mission of the University and the academic unit. 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.

(5) Each college/unit shall develop and maintain written criteria consistent with assigned duties and University standards.

~~(3)(6)~~ 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. A copy of the college/unit's tenure criteria and the annual promotion and tenure calendar shall be available on the college/unit website. Changes to tenure criteria must be approved by the Provost or designee, posted online, and accessible to faculty.

(e) 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, or via email). 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.

(f) 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.

(g) 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 16 DISCIPLINARY ACTION AND JOB ABANDONMENT

16.1 Just Cause.

(a) The purpose of this article is to provide a prompt and equitable procedure for disciplinary action taken with just cause. Just cause shall be defined as:

(1) incompetence, or

(2) misconduct.

(b) An employee's activities which fall outside the scope of employment shall constitute misconduct only if such activities adversely affect the legitimate interests of the University.

16.2 Progressive Discipline. Both parties endorse the principle of progressive discipline as applied to professionals. In all cases, the discipline selected for a particular offense must be appropriate to the nature and circumstances of the case.

- 16.3 Notice of Proposed Discipline. When the President or representative has reason to believe that a suspension or termination should be imposed, the President or representative shall provide the employee with a written notice of the proposed disciplinary action and the reasons therefore. Such notice shall be sent certified mail, return receipt requested, or delivered in person. The employee shall be given ten (10) days in which to respond in writing to the President or representative before the proposed action is taken. The President or representative then may issue a notice of disciplinary action under Section 16.4. The employee has a right to union representation during investigatory questioning that may reasonably be expected to result in disciplinary action. If the President or representative does not issue a notice of disciplinary action, the notice of proposed disciplinary action shall not be retained in the employee's evaluation file, as permitted by law.
- 16.4 Notice of Disciplinary Action. All notices of disciplinary action shall include a statement of the reasons therefore and a statement advising the employee that the action is subject to Article 20, Grievance Procedure. All such notices shall be sent certified mail, return receipt requested, or delivered in person to the employee.
- 16.5 Termination. A tenured or permanent status appointment or any appointment of definite duration may be terminated during its term for just cause. An employee shall be given written notice of termination in advance of the effective date of such termination. If a grievance is timely filed, the effective date of termination shall be deferred pending the completion of the grievance process, except in cases where the President or representative determines that an employee's actions adversely affect the functioning of the University or jeopardize the safety or welfare of the employee, colleagues, or students.
- 16.6. Disciplinary Action Other than Termination. The University, retains its rights to impose disciplinary action other than termination for just cause including, but not limited to, suspension with or without pay. Counseling, including recommendations for participation in an Employee Assistance Program, shall not be considered disciplinary action.
- 16.7 FAUS. If an FAUS employee is charged with a crime that impacts upon his/her effectiveness as a teacher, he/she will be suspended with pay until the conclusion of an internal investigation. At the conclusion of the investigation, the employee will be restored to employment status, suspended without pay, or terminated.
- 16.8 Job Abandonment.
- (a) An employee absent without authorized leave either i) for seven (7) or more consecutive calendar days; or ii) for five (5) or more consecutive classes over a 5

or more calendar day period, shall be considered to have abandoned the position and voluntarily resigned from the University, unless the absence is for reasons beyond the control of the employee and the employee notifies the University as soon as practicable.

- 16.9 Employee Assistance Program. Neither the fact of an employee's participation in an employee assistance program, nor information generated by participation in the program, shall be used as a reason for discipline under this Article, 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.
- 16.10 Investigation. Notwithstanding the provisions of Article 10, whenever the University receives information that a faculty member is engaging in misconduct or behavior in the classroom which could create potential liability to the University, and in order to protect the interests of both the University and the faculty member, a chair/supervisor or other University representative may conduct unannounced observation/visitation of that faculty member's classroom for the purpose of investigating the allegations.

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.

- (e) 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, University Instructors, Senior Instructors, and Instructors with ~~three (3)~~ at least one (1) years of service may utilize paid parental leave for a period of one (1) regular (Fall or Spring) semester no more than once every ~~two~~ 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~~ two 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 the regular (Fall or Spring) semester of the Triggering Event, or the regular semester following 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.

- a. 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.
- b. 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 17.10(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 an examination, by a licensed health care provider chosen and paid by the University, or by a licensed 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 opinion to the University. This opinion shall indicate whether the employee is able to work, is unable to work, or is able to work with restrictions. The restrictions recommended by the licensed health care provider may include behavioral adjustments that enable the employee to perform duties including but not limited to contributing to the safe, orderly and effective functioning of the University.
 - 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.

(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 one day of leave per year for emergencies or for other personal reasons and that day will not be charged to any of the employee's leave balances. An additional four (4) days (non-cumulative) of leave per year may be granted for emergencies or for other personal reasons. The four days shall be taken from sick leave. Except in the case of emergency, 1) the employee shall provide at least two days' notice of the intended leave and 2) 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 18 INTELLECTUAL PROPERTY

18.1 Policy. Section 1004.23, Florida Statutes, authorizes the University to establish regulations and policies regarding intellectual property. To the extent such regulations or policies affect employee as defined in this collective bargaining agreement, they shall be consistent with the terms of this Collective Bargaining Agreement.

18.2 Definitions.

(a) Intellectual Property shall include all Inventions and Works, as well as trade secrets, trademarks, service marks, industrial designs, utility models, mask works, databases, tangible research material, trade dress, and plant varieties.

(b) Inventions. An Invention is a discovery, way of doing or making things, or any new and useful improvement thereof. An Invention includes but is not limited to a machine, method of manufacture, composition of matter, a device or process, a system, circuit, chemical compound, mixture, method of doing business, know-how, design, physical and digital models, or technological development. An Invention can also be a variety of plant, biological material, strain, culture of any organism, or portion, modification, translation, or extension of these items.

(c) University Support includes the use of University funds, personnel, facilities, equipment, materials, or technological information, and includes provided by the University, and such support provided by other public or private organizations when it is arranged, administered, or controlled by or through the University or any University Direct Support Organization.

(a)(d) Works. A Work is any copyrightable material that is fixed in any tangible medium such as printed material, computer software, algorithms, code or

databases, audio and visual material, circuit diagrams, architectural and engineering drawings, lectures, musical or dramatic compositions, choreographic works, pictorial works, graphic works, sculptural works, regular instructional works, traditional works of scholarship, or ~~institutional~~ university-supported works.

(1) Regular Instructional Works ~~are handbooks, syllabi, and study guides, whose primary use is related to an employee's instructional assignments~~ shall mean Works developed without the use of appreciable University Support and used solely for the purpose of assisting or enhancing the faculty member's instructional assignment, including, but not limited to handbooks, syllabi, study guides, presentations, and lectures. In determining whether University Support is appreciable, factors such as the following shall be considered: (i) whether the creation of the Work involved the use of special services, equipment, facilities, or technological information that go beyond what is traditionally provided to faculty members generally in the preparation of course materials; and (ii) whether the Work in question was created as a specific requirement of employment or as an assigned instructional duty.

(2) Traditional Works of Scholarship ~~are Works such as scholarly publications, journal articles, research bulletins, monographs, textbooks, plays, poems, and works of art, whose primary use is evidence of professional activity including research and/or creativity~~ shall mean University-Supported Works such as theses, dissertations, books, articles, plays, poems, musical compositions, and similar works of scholarship or artistic imagination, to the extent these Works disseminate the results of academic research or scholarly study.

(3) ~~Institutional Works are specifically created at the direction of and for use by the University~~ University-Supported Work(s) shall mean a Work of a Creator(s) made using University Support, or for which the ideas for the Work did not come from the Creator(s).

~~(3)~~(4) Independent Efforts with regard to a Work shall mean that the ideas for the Work came from the Creator(s) and the Work was not made with the use of University Support.

~~(b)~~(e) University Personnel shall include full-time and part-time employees of the University, including faculty, administrative and professional personnel, University Support Personnel System and Other Personnel Services employees, and other persons paid by or through the University, including fellows. In addition, non-paid individuals who use University Support in University teaching, research, and/or scholarly projects, including research faculty, emeritus faculty, graduate students, undergraduate students, and volunteers are University Personnel. ~~Inventions. An Invention is a discovery, way of doing or making things, or any new and useful improvement thereof. An Invention includes but is~~

~~not limited to a machine, method of manufacture, composition of matter, a device or process, a system, circuit, chemical compound, mixture, method of doing business, know how, design, physical and digital models, or technological development. An Invention can also be a variety of plant, biological material, strain, culture of any organism, or portion, modification, translation, or extension of these items.~~

~~(1) Computer software and/or code, which can be either patented as an Invention or copyrighted as a Work, will be treated as an Invention for purposes of assignment of rights and ownership.~~

~~(2) Institutional Inventions are specifically created at the direction of and for use by the University.~~

~~(e) Creator(s) shall mean a member of University Personnel who creates or discovers an Invention, creates a Work, or creates or discovers any other Intellectual Property. University Support includes funds, personnel, facilities, equipment, materials, or technological information provided by the University, and such support provided by other public or private organizations when it is arranged, administered, or controlled by or through the University or any University Direct Support Organization.~~

~~(d)(f)~~

~~(e) Field of Employment is broadly defined to reflect the fact that employees often work outside their academic disciplines.~~

~~(f) A Creator is an employee as defined in this collective bargaining agreement who creates a Work or creates or discovers an Invention.~~

18.3 Disclosure.

~~(a) Inventions. Upon creation or discovery, and prior to public disclosure, a Creator shall provide full and complete written disclosure to the University Office of Technology Development of any (1) Invention in his/her field of employment; (2) Invention using University Support; or (3) Invention governed by the terms and conditions of a grant or contract administered by the University or a University Direct Support Organization. Within 120 days after the University's receipt of the Creator's written disclosure, the University shall provide the Creator notification if the University seeks an interest in the Invention. University Personnel are required to disclose all Inventions to the University. The University shall inform the Creator(s) of the University's decision regarding ownership and the University's legal rights as soon as practicable, within 120 calendar days from receipt of the complete disclosure.~~

~~(b) Works. Upon creation and prior to publication, a Creator shall provide full and complete written disclosure to the University Office of Technology Development of any Work made with University Support, Institutional Work, or Work governed~~

~~by the terms and conditions of a grant or contract administered by the University or a University Direct Support Organization. Creators do not have to disclose Traditional Works of Scholarship or Instructional Works. Within sixty (60) days after the University's receipt of the Creator's written disclosure, the University shall provide the Creator notification whether the University seeks an interest in the Work.~~
University Personnel are required to disclose all University-Supported Works, excluding Traditional Works of Scholarship and Regular Instructional Works. The University shall inform the Creator(s) of the University's decision regarding ownership and the University's legal rights as soon as practicable, within 60 calendar days from receipt of the complete disclosure.

- (c) ~~Employees-Creators~~ shall assist the University in obtaining releases or assignments from persons with rights to Works or Inventions in which the University has an ownership interest. ~~Employees-Creators~~ and the University shall not act to defeat the University's or the ~~Employees-Creators~~' interests.

18.4 Ownership, Distribution of Proceeds and Assignment of Rights.

- (a) Inventions. ~~Inventions made within the Creator's Field of Employment, Institutional Inventions, or Inventions made with University Support are the property of the University. Inventions made outside the Creator's Field of Employment, non-Institutional Inventions, and inventions made without University Support are the property of the Creator.~~
An Invention that is made in the field or discipline in which the Creator is engaged by the University. The Creator will share in the proceeds therefrom subject to preexisting agreements to the contrary. An Invention made outside the field or discipline in which the University engages the Creator and for which no University Support has been used is the property of the Creator. In the latter case, however, the Create and University may agree that the Invention be assigned to the University and the proceeds, if any, shared.
- (b) Works. ~~Institutional Works or Works that express opinions for which the University is held responsible are the property of the University.~~ Works created with University Support are the property of the University, unless they are Traditional Works of Scholarship or Regular Instructional Works. Traditional Works of Scholarship and Regular Instructional Works are the property of the Creator, but such works must be made available to, and maintained by the University for administrative purposes. The University shall compensate the employee for any costs incurred.
- (c) ~~Consistent with law and the legitimate interests of the University, Employees shall control their personal correspondence and notes. Employees shall serve as the University's agent for purposes of maintaining and controlling laboratory notebooks, raw data, and other working papers, all of which are the property of the University. Employees who leave the University shall be permitted to copy laboratory notebooks and take copies with them, although they may be required~~

~~to maintain confidentiality of the data contained within the notebook when appropriate. The original notebooks will remain at the University. In accordance with recognized scientific research procedures, University Personnel are required to record all research data and information accurately and clearly and to keep all such data in a permanent and retrievable form. In addition, regarding a patentable or potentially patentable Invention, original laboratory data must be kept for the life of the patent (or for the life of the patent application(s) if a patent is not granted). University Personnel must also securely store tangible property (such as biological materials, chemical compounds, and computer discs) related to an Invention or Work to which the University has asserted or may assert its ownership rights. Personnel who leave the University shall be permitted to copy their laboratory notebooks and take the copies with them, although they may be required to maintain the confidentiality of the information and data contained within the notebooks when appropriate. The original notebooks shall remain at the University.~~

- (d) The University shall have a policy regarding the division of proceeds between Employees and the University for University owned Inventions and Works
- (e) The terms and conditions of a grant or contract administered by the University may supersede this Article with the written agreement of the affected initial Principal Investigator.

18.5 Release of Rights.

- (a) ~~At any stage in the commercialization of an Invention or Work. Unless prohibited by law or contract, the University may elect to withdraw from further involvement in the protection or commercial application of the Invention or Work including but not limited to withdrawing from financing or prosecuting patent applications at any stage and relinquish its interests to a third party. At the request of the Creator in such case, the University may transfer its ownership interest in the Invention or Work to the Creator. If the University assigns its interests to a Creator, costs incurred by the University or on its behalf shall not be assessed against the Creator, unless otherwise agreed upon in writing by the Creator and the University.~~

All assignments or releases of Inventions or Works by the University to employees shall contain a provision that such Invention or Work, if patented or copyrighted by the employee, shall be available royalty-free for educational or research purposes by the University, or consistent with law, by the United States Government or the State of Florida.

ARTICLE 19 CONFLICT OF INTEREST/OUTSIDE ACTIVITY

- 19.1 ~~Policy Purpose.~~ Employees may engage in activities supporting their professional

development and innovation and furthering the University's mission of high-quality teaching, state-of-the-art research and creative activity, and collaborative engagement with our local and global communities. An employee's primary duty is to the University and to maintain the highest ethical and professional standards. In all official acts, aAn employee is bound to observe, in all official acts, all applicable federal and state laws, including the highest standards of ethics consistent with the State eCode of eEthics of the State of Florida (Chapter 112, Part III, Florida Statutes and related advisory opinions) and Board and University regulations and policies provided such policies do not conflict with the express terms of this Agreement. An employee's Outside Activity (defined below) must not conflict with the employee's obligations to the University.

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. Nothing in this Article is intended to interfere with an employee's exercise of their conscience, academic freedom, and free speech.

19.2 Definitions.

- (a) "Reportable Outside Activity" includes any shall mean any compensated or uncompensated professional practice, consulting, employment, teaching, or research, business, or service on professional boards or commissions, compensated or uncompensated, which is not part of the employee's assigned duties and for which the University has provided no compensation.
- (b) "Conflict of Interest" shall mean a situation in which a person has a personal interest in or receives a personal financial economic, professional or gain or advantage of any kind from the person's positions with the University in a manner that may inappropriately influence the person's professional judgment, compromise the person's abilities to carry out institutional responsibilities, adversely affect the educational programs and professional careers of individual students and faculty members, or misuse or re-allocate University personnel and resources for private gain.
- ~~(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~~
- (c) 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. "Financial Interests" includes anything of value other than that provided directly by the University. Financial interests of the

employee and the employee's immediate family (to mean spouse, child or stepchild, or any person who shares a household with the employee) need to be reported if:

(1) There is an actual or contemplated business relationship between the outside entity and the University or its direct support organizations;

(2) There is a relationship of such interest with the faculty member's University responsibilities; or

(3) Such disclosure is required by University regulation or policy (provided such policies do not conflict with the express terms of this Agreement), or state or federal law.

(d) "Conflict of Commitment" involves an individual's distribution of effort between a University appointment, obligation, and commitment and Outside Activities. A conflict of commitment can arise when the Outside Activities, which may be with or without compensation, burden or interfere with the employee's primary obligations and commitments to the University. Full-time faculty should not engage in more than an average of eight (8) hours per work week on an Outside Activity.

(e)(e) "Management Plan" shall mean a document approved in conjunction with an employee's supervisor and the college dean or the unit director, and the applicable Provost or Vice President, that outlines specific actions which will be taken or conditions that will be conformed to minimize or eliminate the risk of a conflict of interest, when managing the conflict is reasonably feasible.

~~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. 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 Reporting able Outside Activity and Financial Interests.~~

(a) All FAU faculty possessing at least a 0.5 appointment at the University, and any faculty engaged in the design, conduct, or reporting of research regardless of FTE, full-time, or part-time status are required to complete an outside activity form directed by the University on or before September 30 of each year (or within thirty (30) days of the commencement of employment with FAU if this occurs after September 30). If a faculty member has no information to disclose, a report must still be completed. Separate disclosures are also required for all sponsored projects,. An employee who ~~proposes to~~ engages 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; any intended use of University facilities, equipment, or services; financial interests of immediate relatives if there is a relationship of such interest with the faculty member's University responsibilities; and any other information the University 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.). All outside activity, including teaching and research activities occurring when the employee is on contract, on leave, or has no ~~The reporting provisions of this section shall not apply to teaching activities performed wholly during a period in which the employee has no~~ active appointment with the University (inclusive of summer or other off periods for 9-month appointments) must be reported. Appendix J provides illustrative examples of some Outside Activities that must be reported and some that generally do not have to be reported.

~~(a)(b)~~ Separate financial disclosures and disclosure requirements also apply to all sponsored projects.

19.4 Conflicts of Interest or Commitment Prohibited. Conflicts of interest are prohibited and employees are responsible for resolving them by working with their supervisors and other University officials. Faculty members may participate that engage in outside activities and hold financial interests as long as the activities and interests do no conflict with their duties and responsibilities and/or the mission of the University regulations, and the Florida Code of Ethics. Some conflicts may be addressed with a Management Plan. y 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.

19.5 Failure to Disclose. Failure to report outside activity and financial interests, and received all required approvals, may subject the faculty member to discipline pursuant to University regulations and policies (provided such policies do not conflict with the express terms of this Agreement) and state or federal law.

19.56 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.

19.67 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 uUniversity facilities, equipment, or services may be conditioned upon reimbursement for the use thereof.

19.78 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, personal delivery, 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, by the date of the receipt of the email, 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.

~~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.~~

(2) ~~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 ~~may~~ 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, t~~The grievant shall have the right, upon written request, to receive a copy of any identifiable documents relevant to the grievance prior to the Step 1 meeting.

(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 ~~withat~~ 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 ~~arbitrator shall determine the issue parties shall proceed to a hearing on arbitrability pursuant to Section 20.8(f)(4).~~

(2) Selection of Arbitrator.

- a. ~~Once a grievance is escalated to Arbitration, the parties may confer to mutually agree on an arbitrator. Otherwise, the moving party shall file a request with the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS), for a panel of arbitrators. The arbitration shall proceed according to the rules of the AAA, or FMCS, in all respects not inconsistent with this Agreement. In the event the parties select an arbitrator through striking of names, the party striking first shall be determined by a coin flip. 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.

- d. 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)~~(4) 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 or the FMCS.

~~(6)~~(5) 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)~~(6) 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)~~(7) Fees and Expenses. All fees and expenses of the arbitrator shall be divided equally between the parties 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 cancelation 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)~~(8) Retroactivity. An arbitrator's award may or may not be retroactive as the equities of each case may demand, but in no case shall an award be retroactive to a date earlier than 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 ~~4~~² by the Provost or designee no more than seven (7) days after it has been filed. The Provost or designee shall issue a Step ~~2~~¹ decision no more than 7 days after the Step ~~2~~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.~~

~~(e)~~^(b) A written 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 written request using 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)~~(45)~~.

~~(d)~~^(c) All other provisions of Article 20 shall apply to these grievances, except as noted above.

ARTICLE 21 OTHER EMPLOYEE RIGHTS

21.1 Professional Activities. Employees shall be encouraged to attend professional meetings, conferences, and activities with the approval of their supervisor. The

University shall reimburse an employee for expenses related to such activities subject to the availability of funds and the approval of the supervisor, in accordance with the applicable provisions of State law and rules and regulations having the force and effect of law.

- 21.2 Office Space. To the extent possible, the University shall provide each faculty member with office space and office equipment commensurate with assigned responsibilities. Such equipment shall normally include a telephone, a computer, an internet connection, and access to a printer.
- (a) Each tenured, tenure-earning, and non-tenure earning, instructional full-time faculty members shall be provided with an enclosed individual office at their principal place of employment that has a door lock, except in a circumstance where to do so would not be reasonably possible.
 - (b) Visiting faculty members, part-time faculty members, and faculty members not at their principal place of employment, may be provided office space on a shared basis. The University shall provide an appropriate location to ensure privacy when discussing sensitive matters with students for those faculty who share office space.
 - (c) No faculty member shall have more than one office on the same campus unless they are on special assignment, grant/soft money, or assigned administrative duties that require the use of additional office space. The decision to assign additional office space shall be made in consultation with the Provost's designee or Dean of the unit impacted, and the requesting faculty member.
 - (d) Full-time faculty members who provide confidential counseling services with the title of psychologist, psychiatrist, student counseling specialists or other mental health clinical faculty shall be provided with an enclosed individual lockable office, except in a circumstance where to do so would not be reasonably possible.
 - (e) Each employee shall, consistent with building security, have reasonable access to the employee's office space and laboratories, studios, music rooms, and the like used in connection with assigned responsibilities; this provision may require that campus security provide access on an individual basis.
 - (f) Before an employee's office location is changed, or before there is a substantial alteration to an employee's office to a degree that impedes the employee's work effectiveness, the affected employee shall be notified, if practicable, at least one (1) month prior to such change.

21.3 Safe Conditions.

~~Whenever an employee reports a condition which the employee feels represents a violation of safety or health rules and regulations or which is an unreasonable~~

~~hazard to persons or property, such conditions shall be promptly investigated. The appropriate administrator shall reply to the concern, in writing, if the employee's concern is communicated in writing.~~

(a) In the event of a public health emergency, as defined by federal, state, and local governments, the World Health Organization (WHO), and the United States Centers for Disease Control (CDC), UFF and FAU's administration agree to the following:

(1) The Administration and UFF agree to have open discussions on the potential work modalities.

(2) The University shall provide decision-making factors to UFF in determining changes to course delivery modalities.

(3) In the event of altered teaching modalities, student and administrative evaluations of faculty performance may be considered in light of the disruption. Evaluators will consider whether faculty made a good faith effort to timely transition course materials and assess student learning outcomes to comply with the changed modalities.

(4) If assigned faculty employment activities must be changed, those changes must be communicated to faculty, if practicable, no less than two weeks prior to the implementation of the changes.

(5) The University agrees to include a representative recommended by UFF-FAU as an active member on its Emergency Operations Team (EOT).

(a)(b) Florida Atlantic University (FAU or University) strives to provide a safe workplace for its employees as well as its student body and guests. All persons on University property are expected to conduct themselves in a manner that promotes a community free from violence, including but not limited to threats of violence, harassment, bullying, intimidation and disruptive behavior. The University Safety Committee shall include a faculty representative who may present faculty concerns. The University agrees to conduct a feasibility study on safety measures such as classroom door locks and window coverings and provide UFF-FAU a copy of the results.

21.4 Limitation on Personal Liability.

(a) In the event an employee is sued for an act, event, or omission which may fall within the scope of Section 768.28, Florida Statutes, the employee should notify the President's office as soon as possible after receipt of the summons commencing the action in order that the University may fulfill its obligation. Failure to notify the employer promptly may affect the rights of the parties.

(b) For information purposes, the following pertinent language of Section 768.28(9),

Florida Statutes, is reproduced herein.

No officer, employee, or agent of the State or its sub-divisions shall be held personally liable in tort for any injuries or damages suffered as a result of any act, event or omission of action in the scope of his employment or function unless such officer, employee or agent acted in bad faith or with malicious purpose or in a manner exhibiting wanton or willful disregard of human rights, safety or property.

- 21.5 Travel Advances. The University will, to the extent permitted by State law and rule, provide travel advances, upon request, of up to eighty (80) percent of budgeted expenses for authorized travel of longer than five (5) consecutive days.
- 21.6 Protection for Whistleblowers. Employees are notified that Section 112.3187, Florida Statutes, provides protection to certain employees who are covered by the act and delineates their rights and responsibilities.

ARTICLE 22 STUDY LEAVE AND SABBATICALS

22.1 Study Leave.

- (a) Job-Required. An employee required to take academic course work as part of assigned duties shall not be required to charge time spent attending classes during the work day to accrued leave.
- (b) Job-Related. An employee may, at the discretion of the supervisor, be permitted to attend up to six (6) credits of course work per semester during work as part of the Employee Educational Scholarship Program, provided that:
 - (1) The course work is directly related to the employee's professional responsibilities;
 - (2) The supervisor determines that the absence will not interfere with the proper operation of the work unit;
 - (3) The supervisor believes that completion of the course work would improve the productivity of the department or function of which the employee is a part; and
 - (4) The employee's work schedule can be adjusted to accommodate such job-related study without reduction in the total number of work hours required per pay period.
- (c) Employees may, in accordance with this Article, use accrued annual leave for job-related study.

22.2 Sabbaticals.

(a) Policy. Sabbaticals for professional development are to be made available to employees who meet the requirements set forth below. Such sabbaticals are granted to increase an employee's value to the University through enhanced opportunities for professional renewal, planned travel, study, formal education, research, writing, or other experience of professional value, not as a reward for service.

(b) Types of Sabbaticals.

(1) The University will make available to each employee whose application has been reviewed by the University, a sabbatical for two (2) semesters (i.e., one (1) academic year) at half-pay, subject to the conditions set forth below.

(2) Each year, the University will make available at least one (1) sabbatical at full-pay for one (1) semester for each twenty-six (26) eligible employees, subject to the conditions set forth below.

(c) Eligibility for Sabbaticals.

(1) Initial Sabbatical at FAU. Full-time employees who at the time of application are tenured and serving as Associate Professor, Professor, or Associate University Librarian or University Librarian, and who will have completed at least six (6) years of continuous full-time service within the University before beginning the sabbatical, shall be eligible to apply for initial sabbaticals. An employee who is compensated through a contract or grant may receive a sabbatical only if the contract or grant allows a sabbatical and the employee meets all other eligibility requirements.

(2) Subsequent Sabbaticals at FAU. Employees shall not normally be eligible for a second sabbatical until six (6) years of continuous full-time service are completed following the prior sabbatical. Employees may apply during the sixth year.

(3) Employees who have received discipline pursuant to Article 16 during the year of application for sabbatical, or are on a Personal Improvement Plan are ineligible for sabbatical leave.

(d) Application and Selection.

(1) Applications for sabbaticals shall be submitted in accordance with University procedures established through the consultation process (Article 2). Each application shall include a statement describing the

program and activities to be followed while on sabbatical, the expected increase in value of the employee to the University and the employee's academic discipline, specific results anticipated from the leave, any anticipated supplementary income, and a statement that the applicant agrees to comply with the conditions of the sabbatical program as described in 22.2(e).

- (2) Sabbaticals at half-pay shall be granted unless the University has determined that the conditions set forth in this Article have not been met or that departmental/unit staffing considerations preclude such sabbatical from being granted. In this latter instance, the employee shall be provided the sabbatical the following year, or at a later time as agreed to by the employee and the University. The period of postponement shall be credited for eligibility for a subsequent sabbatical.
- (3) If there are more applicants for one (1) semester sabbaticals at full-pay than available sabbaticals, the Research Committee of the University Faculty Senate shall rank the applicants. The committee, in ranking the applicants, shall consider the benefits of the proposed program to the employee, the University and the profession; the length of time since the employee was relieved of teaching duties for the purpose of research and other scholarly activities; and length of service since previous sabbatical or initial appointment. The committee shall submit a ranked list of recommended employees to the President or representative. The President or representative shall make appointments from the list and consult with the committee prior to an appointment that does not follow the committee's ranking.
- (4) No more than one (1) employee in a department/unit shall be awarded a sabbatical at the same time, unless the President or representative determines that there will be no adverse impact to the operations of the department

(e) Terms of Sabbatical Program.

- (1) While on sabbatical, the employee's salary shall be one half-pay for two (2) semesters (one (1) academic year), or full-pay for one semester.
- (2) The employee must return to the University for at least one (1) academic year following participation in the program. Agreements to the contrary must be reduced to writing prior to participation. Return to the University of salary received during the program will be required in those instances where neither of the above is satisfied.
- (3) The employee must, within sixty (60) days of completion of the sabbatical, provide a concise written report of the employee's accomplishments

during the sabbatical to the President or representative. This report shall include information regarding the activities undertaken during the sabbatical, the results accomplished during the sabbatical as they affect the employee and the University, and research or other scholarly work produced or expected to be produced as a result of the sabbatical.

- (4) Contributions normally made by the University to retirement and Social Security programs shall be continued on a basis proportional to the salary received. Board contributions normally made to employee insurance programs and any other employee benefit programs shall be continued during the sabbatical.
- (5) Eligible employees shall continue to accrue annual and sick leave on a full-time basis during the sabbatical.
- (6) While on leave, an employee shall be permitted to receive funds for travel and living expenses, and other sabbatical-related expenses, from sources other than the University such as fellowships, grants-in-aid, and contracts and grants, to assist in accomplishing the purposes of the sabbatical. Receipt of funds for such purposes shall not result in reduction of the employee's University salary. Grants for such financial assistance from other sources may, but need not, be administered through the University. If financial assistance is received in the form of salary, the University salary shall normally be reduced by the amount necessary to bring the total income of the sabbatical period to a level comparable to 125% of the employee's current year salary rate. Employment unrelated to the purpose of the sabbatical leave is governed by the provisions of Article 19, Conflict of Interest And Outside Activity.
- (7) If plans include providing technical information to persons who are not United States citizens, an employee must consult with the Office of General Counsel prior to departure. The provision of technical knowledge outside the United States is considered an export and is regulated by the U.S. Commerce Department or the State Department depending upon the type of knowledge being exported. Those agencies require a license before the knowledge may be communicated.

~~(7)~~(8) The awarding of a sabbatical is not justification to alter the awardee's annual teaching or instructional assignment.

22.3 Retraining. The University may, at its discretion, provide opportunities for retraining of employees when it is in the University's best interests. Such opportunities may be provided to employees who are laid off, to those who are reassigned, or in other appropriate circumstances. These retraining opportunities may include enrollment in tuition-free courses.

22.4 FAUS Sabbaticals.

- (a) Policy. Sabbaticals for research or scholarly work are to be made available to employees who meet the requirements set forth below. Such sabbaticals are granted to increase an employee's value to the FAUS through enhanced opportunities for research, writing, or other experience of professional value, not as a reward for service.
- (b) Type of Sabbatical. Once every two (2) years, the FAUS will make available at least one (1) sabbatical at half-pay for one (1) FAUS academic year for eligible employees, subject to the conditions set forth below. FAUS may provide sabbaticals that are equivalent to the one (1) year, half-pay sabbatical upon consultation with the UFF Chapter representative.
- (c) Eligibility for Sabbatical. Full-time employees ranked as University School Associate Professor or University School Professors with at least six (6) years of full-time service at the FAUS shall be eligible for sabbaticals. Eligible employees shall be notified annually regarding eligibility requirements and application deadlines.
- (d) Application and Selection.
 - (1) Applications for sabbaticals shall be submitted in accordance with procedures established through the FAUS consultation process (Article 2). At a minimum, each application shall include a statement describing the program and activities to be followed while on sabbatical, the expected increase in value of the employee to FAUS and his/her academic discipline, specific results anticipated from the leave, any anticipated supplementary income, and a statement that the applicant agrees to comply with the conditions of the sabbatical program as described in 22.4(e).
 - (2) A joint College of Education/FAUS Research Committee shall rank the applicants for the purpose of making a recommendation to the dean or designee regarding the awarding of the sabbatical. The committee shall be comprised of employees chosen by the dean or designee in consultation with UFF. The committee chairperson shall be selected by majority vote of the committee. The committee, in ranking the applicants, shall consider the benefits of the proposed program to the employee, the FAUS, and the profession; the needs of the FAUS; and the length of time since the employee was last provided an opportunity for professional renewal. The committee shall submit a ranked list of recommended employees to the dean or designee who shall make the final decision regarding the awarding of the sabbatical.
- (e) Terms of Sabbatical Program.

- (1) The employee must return to the FAUS for at least one (1) academic year immediately following the sabbatical. Agreements to the contrary must be reduced to writing prior to participation. Return to the FAUS of salary received during the program may be required in those instances where neither of the above is satisfied.
- (2) The employee must, within sixty (60) days of returning from the sabbatical, provide a concise written report of the employee's accomplishments during the sabbatical to the dean or designee. This report shall include information regarding the activities undertaken during the sabbatical, the results accomplished during the sabbatical as they affect the employee and the FAUS and research or other scholarly work produced or expected to be produced as a result of the sabbatical.
- (3) Employees shall not normally be eligible for a second sabbatical until six (6) years of continuous service are completed following the first.
- (4) Contributions normally made by the Board to retirement and Social Security programs shall be continued on a basis proportional to the salary received. Board contributions normally made to employee insurance programs and any other employee benefit programs shall be continued during the sabbatical.
- (5) Employees shall continue to accrue sick leave on a full-time basis during the sabbatical.

ARTICLE 23 SALARIES

23.1 Effective Date. The 20~~22~~18-20~~23~~19 salary increases and adjustments, ~~once ratified, referenced in this Article shall go into become effective upon ratification of this agreement by both parties, and implemented August 8, 2022. See 23.4 for the effective date for the implementation of compensation adjustments at FAUS. on the first full pay period of the month which UFF FAU ratifies the agreement.~~ The 20~~23~~19-20~~24~~40 base salary increases and adjustments referenced in this Article shall become effective ~~the full first pay period~~ in ~~September~~ August 20~~23~~19. The 20~~24~~40-20~~25~~51 salary increases and adjustments referenced in the Article shall become effective ~~the full first pay period~~ in ~~September~~ August 20~~24~~40.

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 20~~22~~18-20~~23~~19, 20~~23~~19-20~~24~~40, and 20~~24~~40-20~~25~~51 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 109.0% of the employee's previous year's base salary, effective in year 2022-2023; or

(2) in recognition of promotion to Professor, Scholar/Scientist, Engineer, Research Professor and University Librarian, an increase equal to 132% of the employee's previous year's base salary, effective in 2022-2023.

(3) in recognition of promotion to Senior Instructor/~~Senior Lecturer granted in 2017-2018, 2018-2019, 2019-2020, and 2020-2021 in accordance with the Provost's Memorandum on Appointment and Promotion of Instructors and Lecturers~~, an increase of 109.0% of the employee's previous year's base salary, effective in 2022-2023.

(4) in recognition of promotion to University Instructor, an increase of 13% of the employee's previous year's base salary, effective in year 2022-2023.

(54) The new base salary for all Instructors must be equal to or greater than \$48,500, effective in year 2022-2023.

(6) The new base salary for all Senior Instructors/~~Senior Lecturers~~ must be equal to or greater than \$50,500~~45,000~~, effective in year 2022-2023.

(7) The new base salary for all University Instructors must be equal to or greater than \$54,000, effective in 2022-2023.

~~(5) in recognition of promotion to University Instructor/University Lecturer granted in 2017-2018, 2018-2019, 2019-2020, and 2020-2021 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.~~

B. Legislative Salary Increase. Any increase provided in accordance with the 2022~~18~~, 2023~~19~~, or 2024~~0~~ 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 funds for additional compensation increases for all high-performing in-unit faculty (not FAUS) and librarians. Each pool of funds below includes any applicable legislative appropriated compensation and applies to all regular bargaining unit employees who were employed as of the prior May 1, and have continued in-unit employment through the date of distribution.

A. 2022-2023 Base Salary University Merit Increases. A 24.00% merit base wage increase will be awarded in 2022-2023, contingent upon earning a 3 or higher on annual performance evaluation of the September 1 base salary for 2018-2019, 2019-2020, and 2020-2021.

B. 2023-2024 Base Salary University Merit Increases. A 24.00% merit base wage increase for the years 2023-2024, contingent upon earning a 3 or higher on annual performance evaluation.

C. 2024-2025 Base Salary University Merit Increases. A 2.00% merit base wage increase for the year 2024-2025, contingent upon earning a 3 or higher on annual performance evaluation.

~~C. SUS BOG Performance Metrics Student Success Task Force. The Provost's Office and faculty members shall form a working task force to identify and implement strategies to improve student success as determined by the Performance Funding Metrics. The Provost or designee shall form a task force including an elected in-unit faculty member from each college and administrators to collaboratively work to improve student success at FAU.~~

23.4 Florida Atlantic University School Employees. FAUS employees shall participate in the FAUS Salary Schedule: Grandfathered and Performance. For the purposes of FAUS and this section only, these terms shall become effective upon the start of the employee's academic year. Except where retroactivity is expressly allowed herein, any changes in terms or benefits of employment will be effective upon ratification.

(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 ~~2021-2022~~, ~~2022-2023~~, ~~2023-2024~~, and ~~2024-2025~~ effective upon the start of the academic year appointment upon the promotion. Permanent status and annual employees may be promoted and may receive any promotion/merit salary increase. Permanent employees having earned a 3% increase for meeting the Permanent promotional requirements prior to the establishment of the University School Accomplished Instructor designation are ineligible for an additional 3% increase; however, may be granted the Accomplished Instructor designation.

(2) These increases shall be granted 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 Non-Permanent Employee Performance Salary Schedule (PSS) Increases. All eligible non-permanent status FAUS employees shall receive a 2% base salary increase in 20~~21~~~~18~~-20~~22~~~~19~~, 20~~22~~~~19~~-20~~23~~~~0~~ and 20~~23~~~~0~~-20~~24~~~~1~~ for achieving an overall performance rating of Highly Effective or 1.~~75~~~~0~~% base salary increase for achieving an overall performance rating of Effective in 2021-2022, 2022-2023, and 2023-2024.

(C) FAUS Permanent Employee Grandfathered Salary Schedule (GSS) Increases. All eligible permanent status FAUS employees shall receive a 1.~~75~~~~99~~% base salary increase in 20~~21~~~~18~~-20~~22~~~~19~~, 20~~22~~~~19~~-20~~23~~~~0~~, and 20~~23~~~~0~~-20~~24~~~~1~~ for achieving an overall performance rating of Highly Effective or ~~1.49% base salary increase for achieving an overall performance rating of~~ Effective.

(D) Differentiated Pay. Permanent employees on the Grandfathered Salary Schedule shall receive a 0.25% base salary increase in 2021-2022, 2022-2023, and 2023-2024 for achieving a Highly Effective overall performance rating and serving as a full-time faculty member at FAUS for a minimum of 10 years.

The increases for Permanent and Non-Permanent employees are subject to state law governing salary increases for K-12 teachers and include any applicable legislative appropriated compensation, unless the appropriated amount exceeds the amount obligated in this section.

~~(E)~~ Performance and Grandfathered Salary Schedules for FAUS Employees.

(1) In accordance with 1012.22, F.S., the State requires two salary schedules: Grandfathered and Performance.

a. Grandfathered Salary Schedule.

The Grandfathered Salary Schedule (GSS) is limited to full-time (1.0 FTE) school employees who currently have and remain employed on a permanent status contract. The GSS employee base minimum starting salary is \$~~51,000~~~~45,500~~. ~~The GSS salary schedule is determined based on negotiated increases. Permanent employees on the Grandfathered Salary Schedule below the newly established minimum salary will be adjusted to \$45,500.~~

GSS employees are eligible for the annual Advanced Degree Supplement described below and those other supplements in accordance with the provisions of Article 23.4(~~G~~~~F~~). Supplements are not added to or become part of the base salary.

GSS employees are eligible for promotion base salary increases in accordance with Article 14. Promotion increases shall be calculated on the base salary only, not including any supplement(s).

b. Performance Salary Schedule.

The Performance Salary Schedule (PSS) is only available to instructional personnel on an annual contract. Employees on the GSS or with a permanent status contract are not eligible for PSS. Permanent status employees may “opt in” to the PSS by permanently forfeiting permanent status and assuming employment on an annual contract. A permanent employee may not return to the GSS or regain permanent status.

The PSS employee base minimum starting salary is \$~~48,000~~42,000. Salaries of annual employees on the Performance Salary Schedule below the newly established minimum salary will be adjusted to \$~~48,000~~42,000.

PSS employees are eligible for the annual Advanced Degree Supplement described below and those other supplements in accordance with the provisions of Article 24.3(~~GF~~). Supplements are not added to or become part of the base salary.

PSS employees are eligible for promotion base salary increases in accordance with Article 14. Promotion increases shall be calculated on the base salary only, not including any supplement(s).

(2) Advanced Degree Supplements.

Eligible employees may receive a single advanced degree supplement based on the highest degree earned. The supplements are not added to or become part of the base salary. The supplements are calculated as follows:

2021-2022

<u>Highest Degree Earned</u>	<u>Annual Supplement</u>
Masters	\$3,000.00 <u>2,500.00</u>
Double Masters	\$4,000.00 <u>3,500.00</u>
Specialist	\$4,000.00 <u>3,500.00</u>
Doctorate	\$5,500.00 <u>5,000.00</u>

2022-2023

<u>Highest Degree Earned</u>	<u>Annual Supplement</u>
<u>Masters</u>	<u>\$3,250.00</u>

<u>Double Masters</u>	<u>\$4,250.00</u>
<u>Specialist</u>	<u>\$4,250.00</u>
<u>Doctorate</u>	<u>\$5,750.00</u>

2023-2024

<u>Highest Degree Earned</u>	<u>Annual Supplement</u>
<u>Masters</u>	<u>\$3,500.00</u>
<u>Double Masters</u>	<u>\$4,500.00</u>
<u>Specialist</u>	<u>\$4,500.00</u>
<u>Doctorate</u>	<u>\$6,000.00</u>

(~~FE~~) 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.

(~~GF~~) 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) Upon prior written approval, ~~FE~~ employees shall receive a separate salary supplement of \$30 per hour (to go into effect upon ratification of this Agreement) for each assigned activity, excluding Clubs and Athletics stipends;

~~(3) The amount of the salary supplement shall be determined after consultation with the FAUS UFF representative;~~

(~~34~~) 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 20~~22~~18-20~~23~~19, 20~~23~~19-20~~24~~0, or 20~~24~~0-20~~25~~1. 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.

In the event FAUS does not receive sufficient new legislative appropriation, Teacher Salary Increase Allocation, or maintenance or increase in the base student allocation appropriate annually in the Florida Education Finance Program to fund the salary increases negotiated for either 2021-2022, 2022-2023, or 2023-24, Section 23.4 of this article shall become void and reopened for negotiations by the parties.

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.
- 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.

(e)(d) In 2020-2021, the University created a program to provide a one-time lump sum payment to eligible employees which served as an early retirement incentive. Program details and operation, eligibility requirements, funding levels and the lump-sum payment amount were determined by the University and consistent with the requirements of Florida law. The continuation of a voluntary retirement incentive program beyond 2020-2021 is at the discretion of the University. The Union may request consultation on early retirement incentive program details.

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)(3)(d). below.
 - c. Compensation during the period of re-employment shall be at a salary proportional to the participant's salary prior to retirement, including an amount comparable to the pre-retirement employer contribution for health and life insurance and an allowance for any taxes associated with this amount. The assignment shall be scheduled within one (1) semester unless the participant and the University agree otherwise, subject to the conditions outlined in (3)(a).
 - d. Participants shall notify the University in writing regarding acceptance or rejection of an offer of re-employment not later than thirty (30) days after the 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). 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, and Spouses

- (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). Employees may enroll either as degree seeking students or on a space available basis. Information on this program is available on the Human Resources webpage.
- (b) Enrollment must be online, regular lecture, or laboratory courses, thesis or dissertation, directed individual studies, directed research courses or internships. College of Medicine, and continuing education courses are excluded.
- (c) The employee will be responsible for paying the tuition and fees for any courses dropped (except for courses dropped on an emergency basis) by the employee after the official Drop/Add period during the first week of classes. If the individual withdraws from the university before the end of the last day to withdraw, the employee will be responsible for paying that portion of tuition

and fees that is not subject to refund.

- (d) An employee enrolled in an “A-F” graded course must receive a grade of “C” or better in any undergraduate level course or a grade of “B” or better in any graduate level course. An employee enrolled in a “P-F” graded course must receive a “P”. Receipt of a lower grade will result in the employee being charged for the course.
- (e) Employees should discuss with their supervisors their intent to take classes and should schedule classes during non-working hours to ensure there is no conflict with assigned responsibilities. When a desired class cannot be scheduled during non-work hours, the supervisor may allow the employee to use annual leave or modify his or her assignment based on the departmental needs.
- (f) Employees eligible for FAU’s EESP who do not use their six (6) credit hours of instruction (graduate or undergraduate) per term may instead participate in the dependent child tuition plan (“The Plan”) for an IRS qualified dependent child or spouse. ~~This student~~~~The dependent/student~~ will be responsible for any and all non-refundable fees as identified in the university catalog and regulations. ~~Only undergraduate classes are eligible~~. These credits do not accrue.
 - a. Eligibility. A dependent child may participate in The Plan at the undergraduate level. A dependent child must be duly admitted to an undergraduate degree program and must be enrolled in a minimum of thirty (30) credits per academic year, with a minimum of twelve (12) credits in the Fall semester, and twelve (12) credits in the Spring semester. The number of required credits is subject to modification based on the dependent child’s SAS accommodations and/or acceptance into university programs that do not allow the student to enroll in more than 11 credits during the initial fall semester of enrollment.
 - b. Eligibility. A spouse may participate in The Plan at the undergraduate or graduate level. The spouse must be enrolled in six (6) credits per semester, of which, fees for three (3) will be waived at the rate of the level of program enrolled. The remaining three (3) credits must be paid for out of pocket. If the Spouse chooses to enter the University as a full-time, matriculated student, their admission to the University may be deferred to the Spring semester of the academic year they are attempting to enroll. Any credits taken over and above the six (6) required credits must be paid for by the Spouse or employee.
 - c. The parent or employee will be responsible for paying the tuition and fees for any courses dropped (except for courses dropped on an emergency basis) by the student after the official Drop/Add period

during the first week of classes. If the individual withdraws from the university before the end of the last day to withdraw the parent or employee will be responsible for paying that portion of tuition and fees that is not subject to refund.

d. Students enrolled must maintain at least a 2.0 cumulative GPA. If the student falls below a 2.0 cumulative GPA for the term, the parent or employee will be responsible to repay the credits applied for that semester's EESP.

a-e. All other policies and rules of the EESP and dependent child tuition rebate plan apply. Information on this dependent child tuition 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 25 REPEALED 10/2009

ARTICLE 26 PAYROLL DEDUCTION

Pursuant to state law, the University and the UFF hereby agree to the following procedure for the deduction and remittance of the UFF membership dues and other UFF deductions.

26.1 Deductions.

(a) During the term of this Agreement, the University agrees to deduct the UFF membership dues in an amount established by the UFF and certified in writing by the FAU-UFF Chapter President to the University, and to make other UFF deductions in an amount authorized by an employee, from the pay of those employees in the bargaining unit who individually and voluntarily make such request on a written authorization form to the Office of the Provost.

(b) Deductions will be made biweekly beginning with the first full-pay period

commencing at least seven (7) days following receipt of authorization by the University. The UFF shall give written notice to the University of any changes in its dues at least forty-five (45) days prior to the effective date of any such changes.

- 26.2 Remittance. The dues and other authorized deductions shall be remitted by the University to the UFF on a biweekly basis within thirty (30) days following the end of the pay period. Accompanying each remittance shall be a list of the employees from whose salaries such deductions were made and the amounts deducted. This list shall be provided in machine-readable form.
- 26.3 Termination of Deduction. The University's responsibility for deducting dues and other authorized deductions from an employee's salary shall terminate no later than thirty (30) days after receiving written notice from the employee to the Office of the Provost. The University will notify the UFF of the written notice of the termination of deduction authorization.
- 26.4 Reinstatement of Deduction. The University shall reinstate dues deductions for employees who have previously filed authorization for dues deduction and are subsequently placed in leave without pay status, or who participate in the Phased Retirement Program, upon commencement of full- or part-time employment in the University.
- 26.5 Indemnification. UFF assumes responsibility for (1) all claims against the Board and the University, including the cost of defending such actions, arising from their compliance with this Article, and for (2) all monies deducted under this Article and remitted to the UFF. The UFF shall promptly refund to the University excess monies received under this Article.
- 26.6 Exceptions. The University will not deduct any UFF fines, penalties, or special assessments from the pay of any employee, nor is the University obligated to provide more than one payroll deduction field for the purpose of making the deductions described in this Article.

ARTICLE 27 MAINTENANCE OF BENEFITS

No employee may be required to waive the benefits provided by the terms of this Agreement. ~~No employee shall, as a result of the establishment of a level of rights or benefits in this Agreement, suffer a loss or diminution of any such rights or benefits for which otherwise eligible.~~

ARTICLE 28 MISCELLANEOUS PROVISIONS

- 28.1 No Strike or Lockout. The Board agrees that there will be no lockout or at the University during the term of this Agreement. UFF agrees that there will be no strike by it or by any employees during the term of this Agreement.
- 28.2 Effect of Passage of Law. Any provision of this Agreement which is contrary to law, but becomes legal during the term of this Agreement, shall be reinstated consistent with such legislation.
- 28.3 Legislative Action. The Board and the UFF agree not to seek a change in State statute with the intent to alter a term of this Agreement.
- 28.4 Venue. For purposes of venue in any judicial review of an arbitrator's decision, the parties elect to submit themselves to the jurisdiction of the courts in Palm Beach County, Florida. In an action commenced in Palm Beach County, neither the Board nor UFF will move for a change of venue based upon the defendant's residence in fact if other than Palm Beach County, Florida.
- 28.5 Copies of the Agreement. The Board agrees to maintain a copy of the ratified Agreement on the University's website in a prominent and readily accessible location that is mutually agreed upon by the parties.
- 28.6 Class Titles.
- (a) Whenever the University creates a new class, it shall designate such class as being either within or outside the bargaining unit and shall notify UFF. Further, if the University revises the specifications of an existing class so that its bargaining unit designation is changed, it shall notify UFF of such new designation. Within ten (10) days following such notification, UFF may request a meeting with the President or representative for the purpose of discussing the designation. If, following such discussion, UFF disagrees with the designation; it may request the Florida Public Employees Relations Commission to resolve the dispute through unit clarification proceedings.
- (b) An employee may request a review of the appropriateness of the employee's classification by the appropriate University office. In case of disagreement with the results of the review, the matter shall be discussed in accordance with Article 2, Consultation, but shall not be subject to Article 20, Grievance Procedure.
- 28.7 Salary Rate Calculation and Payment. The biweekly salary rate of employees serving on twelve (12) month (calendar year) appointments shall be calculated by dividing the calendar year salary rate by 26.1 pay periods.
- 28.8 Titles and Headings. The titles of articles and headings which precede text are inserted solely for convenience of reference and shall not be deemed to limit or affect the meaning, construction, or effect of any provision of this Agreement.

- 28.9 If an FAUS employee is designated to transport students consistent with the requirements of the Laws of Florida (Florida Uniform Classified Commercial Driver's License Act), FAUS shall pay the costs associated with the employee's licensure and endorsement.
- 28.10 Delivery of Notice. For the purposes of this Agreement, delivery of notice in person is completed upon personal delivery. Any notice sent by any overnight service, certified or registered mail is completed upon proof of attempted or completed delivery, or actual receipt, whichever is sooner. Any notice sent by regular mail, email or fax is completed upon delivery.

ARTICLE 29 SEVERABILITY

- 29.1 Failure of a Provision. If any provision of this Agreement (a) is found to be invalid or unenforceable by final decision of a tribunal of competent jurisdiction, (b) is rendered invalid by reason of subsequently enacted legislation, or (c) shall have the effect of a loss to the State of Florida or to FAU of funds, property, or services made available through federal law, or (d) pursuant to Florida Statutes Section 447.309(3), can take effect only upon the amendment of a law, rule, or regulation and the government body having such amendatory authority fails to take the appropriate legislative action, then that provision shall be of no force or effect, but the remainder of the Agreement shall continue in full force and effect. The Board and the UFF shall enter into immediate negotiations to replace a provision of the Agreement that fails for reason (a), (b), or (c) above.

The Board and UFF retain the right to bargain provisions that fail for reason (d) above.

ARTICLE 30 DURATION

- 30.1 Term of Agreement. The Agreement shall become effective on the date it is ratified by both parties and remain in effect through June 30, 202~~5~~⁴.
- 30.2 Reopeners. There shall be no reopeners for the duration of the agreement except by mutual agreement of both parties.
- 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.

ARTICLE 31 TOTALITY OF AGREEMENT

- 31.1 Limitation. The parties acknowledge that during the negotiations which resulted in the Agreement, the Board and UFF had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at thereby are set forth in this Agreement, and that it shall constitute the entire and sole Agreement between the parties for its duration.
- 31.2 No Obligation to Bargain. The Board and UFF, during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter, whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.
- 31.3 Modifications. Nothing herein shall, however, preclude the parties from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement in writing.

ARTICLE 32 DEFINITIONS

As used in this Agreement, the term:

- "academic year" means a period consisting of a fall and spring semester of approximately 39 contiguous weeks, or approximately 42 weeks for FAUS.
- "FAUS" means Florida Atlantic University Schools, including A.D. Henderson University School and FAU High School.
- "bargaining unit" means those employees, collectively, represented for collective bargaining purposes by UFF pursuant to the Florida Public Employees Relations Commission Certification Order Number 04E-010, dated January 9, 2004. Attached as Appendix "A," for information purposes only and not made a part of the Agreement, is the listing of titles included in the General Faculty bargaining unit.
- "Board" means the FAU Board of Trustees body established by Florida Statutes.
- "break in service" means those absences following which the employee is treated as a new employee for purposes of computing seniority and years of service.

- "college/unit" means a college or a comparable administrative unit generally equivalent in size and character to a college.
- "continuous service" means employment uninterrupted by a break in service. For academic year employees (9 or 10 month employees), one year of continuous service is equivalent to the nine (9) or ten (10) month employment period.
- "days" means calendar days.
- "department/unit" means a department or a comparable administrative unit generally equivalent in size and character to a department.
- "employee" means a member of the bargaining unit.
- "equitable" means fair and reasonable under the circumstances.
- "months" means calendar months.
- number: The singular includes the plural.
- "principal place of employment" means the campus location or other University site specified on the employee's standard Notice of Appointment.
- "semester" means one of the two approximately 19.5 week periods (approximately 21 week period for FAUS) which together constitute the academic year.
- "supervisor" means an individual identified by the President or representative as having immediate administrative authority over bargaining unit employees.
- "written" means to set down or communicate in writing or by electronic means (e.g., letter, memo, email or fax), as opposed to oral.
- "UFF" means the FAU Chapter of United Faculty of Florida.
- "unit head" is defined as Dean, Executive Director of FAUS and Dean of Students.
- "University" means Florida Atlantic University.
- "year" means a period of twelve (12) consecutive months.

APPENDIX A
POSITION CLASSIFICATIONS
IN THE BARGAINING UNIT

All employees in the following position classifications holding regular, visiting, provisional, research, affiliate, or joint appointments are included in the bargaining unit:

- 9001 - Professor
- 9002 - Associate Professor
- 9003 - Assistant Professor
- 9004 - Instructor
- 8860 - Senior Instructor
- 8861 - University Instructor
- 9005 - Lecturer, Practice-Teaching Assistant Professor, Assistant Clinical Professor
- 8862 - Senior Lecturer, Practice-Teaching Associate Professor, Associate Clinical Professor
- 8863 - University Lecturer, Practice-Teaching Professor, Clinical Professor
- 9006 - Graduate Research Professor
- 9007 - Distinguished Service Professor
- 9009 - Eminent Scholar
- 9016 - University School Professor
- 9017 - University School Associate Professor
- 9018 - University School Assistant Professor
- 9019 - University School Instructor
- 9053 - University Librarian
- 9054 - Associate University Librarian
- 9055 - Assistant University Librarian
- 9056 - Instructor Librarian
- 9120 - Associate in _____
- 9121 - Assistant in _____
- 9160 - Scholar/Scientist/Engineer/Research Professor
- 9161 - Associate Scholar/Associate Scientist/Associate Engineer/Associate Research Professor
- 9162 - Assistant Scholar/Assistant Scientist/Assistant Engineer/Assistant Research Professor
- 9166 - Research Associate
- 9178 - Instructional Specialist
- 9334 - Specialist, Computer Research
- 9434 - Psychologist
- 9462 - Physician
- 9495 - Student Counseling Specialist

Together with employees in the above classifications with the following administrative titles:

Associate Chair (C2) - Crossed over to: 9063 - Associate Chair and Professor
9064 - Associate Chair and Associate Professor
9065 - Associate Chair and Assistant Professor
9095 - Associate Chair and Instructor

Assistant Chair (C3) - Crossed over to: 9066 - Assistant Chair and Professor
9067 - Assistant Chair and Associate Professor
9068 - Assistant Chair and Assistant Professor
9069 - Assistant Chair and Instructor

Coordinator (N1) - Crossed over to: 9115 - Coordinator
9116 - Coordinator and Professor
9117 - Coordinator and Associate Professor
9118 - Coordinator and Assistant Professor
9119 - Coordinator and Instructor

Program Director (G1) - Crossed over to: 9126 - Program Director
9127 - Program Director and Professor
9128 - Program Director and Associate Professor
9129 - Program Director and Assistant Professor
9130 - Program Director and Instructor

Associate Program Director (G2) - Crossed over to: 9140 - Associate Program Director and Professor
9141 - Associate Program Director and Associate Professor
9142 - Associate Program Director and Assistant Professor
9143 - Associate Program Director and Instructor

Assistant Program Director (G3) - Crossed over to: 9144 - Assistant Program Director and

Professor
9145 - Assistant Program
Director and
Associate Professor
9146 - Assistant Program
Director and
Assistant Professor
9147 - Assistant Program
Director and
Instructor

Associate Department Head (H2) - Crossed over to: 9092 - Associate
Department Head
and University
Librarian
9093 - Associate
Department Head
and Associate
University Librarian
9094 - Associate
Department Head
and Assistant
University Librarian

Assistant Department Head (H3) - Crossed over to: 9137 - Assistant
Department Head
University Librarian
9138 - Assistant
Department Head
and Associate
University Librarian
9139 - Assistant
Department Head
and Assistant
University Librarian

Excluded: All other employees of the Florida Atlantic University Board of Trustees.

APPENDIX B
REMOVED (DATE TBA)

~~UNITED FACULTY OF FLORIDA
UFF, FEA, NEA-AFT, AFL-CIO
UFF DUES CHECK-OFF AUTHORIZATION FORM~~

I, _____, authorize the FAU Board of Trustees, through the University, to deduct from my pay, starting with the first full biweekly pay period commencing not earlier than seven days from the date this authorization is received by the University, membership dues of FAU Chapter of United Faculty of Florida in such amount as may be established from time to time in accordance with the constitution and bylaws of UFF and certified in writing to the FAU Board of Trustees by UFF, and I direct that the sum so deducted be paid over to UFF. UFF, FEA, NEA-AFT, AFL-CIO dues payments and contributions to UFF-PAC are not tax deductible as charitable contributions for federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

The above deduction authorization shall continue until revoked by me at any time upon thirty days written notice to the FAU Office of Human Resources, and to UFF. Unless this Dues Check-off Authorization is revoked in the manner heretofore stated, this authorization shall remain in full force and effect in accordance with the provisions of Section 447, Florida Statutes.

.....
Date _____ Employee's Signature _____

.....
Social Security Number _____ Name-printed _____

.....
Department _____ University _____

Effective date if later than above: _____

Please return to your Chapter Membership Chair or the UFF State Office, FTP-NEA Building, 213 South Adams Street, Tallahassee, FL 32301.

Please PRINT complete information where necessary.

Check One

.....
Social Security Number _____ Dr. Mr. _____
Ms. Mrs. Last Name, First Name _____

~~Home Address~~

~~.....
Campus Address _____ Department _____~~

~~_____
City, State, Zip Code _____ Office Phone _____ Home Phone _____~~

~~-----
Please enroll me as a member of the United Faculty of Florida (UFF, FEA, NEA-AFT, AFL-CIO).~~

~~All UFF members are also members of the Florida Education Association, UFF-PAC (Political Action Committee), the American Federation of Teachers, the National Education Association and the AFL-CIO at no additional cost.~~

~~UFF, FEA, NEA-AFT, AFL-CIO dues are 1 percent of total salary* for members for which the United Faculty of Florida is the bargaining agent. If you do not wish to contribute to UFF-PAC, notify FEA for refund information. UFF, FEA, NEA-AFT, AFL-CIO dues payments and contributions to UFF-PAC are not tax deductible as charitable contributions for Federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.~~

~~*Total salary for purposes of dues deductions includes any money received by the employee for in-unit work. If insufficient funds remain after mandatory deductions, the University has no obligation to process dues deductions.~~

~~.....
Signature of Member _____ Date _____~~

~~Return your completed membership form to your Chapter Membership Chair or the UFF State Office, 306 East Park Avenue, Tallahassee, FL 32301~~

~~UNITED FACULTY OF FLORIDA
UFF, FEA, NEA-AFT, AFL-CIO

UFF-PAC PAYROLL DEDUCTION AUTHORIZATION FORM~~

~~I, _____, authorize the Florida Board of Trustees, through the University, to deduct from my pay, starting with the first full biweekly pay period commencing not earlier than seven days from the date this authorization is received by the University, contributions to the UFF Political Action Committee in the amount of \$1.00 per pay period, and I direct that the sum so deducted be paid over to UFF.~~

~~Contributions to UFF-PAC are not deductible as charitable contributions for Federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.~~

~~The above deduction authorization shall continue until revoked by me at any time upon thirty days written notice to the University Personnel Office and to UFF.~~

.....
Date _____ Signature of Member _____

.....
Department _____ University _____

Effective date if later than above: _____

~~Return to your Chapter Membership Chair or the UFF State Office, 306 East Park Avenue, Tallahassee, FL 32301.~~

~~_____ UFF-PAC FORM~~

~~Please PRINT complete information where necessary.~~

.....
Social Security Number _____
.....
Check One
Dr. Mr. _____
Ms. Mrs. Last Name, First Name

.....
Home Address _____ Registered Yes No.....

.....
Street..... Precinct _____ Party _____

.....
City, State, Zip Code _____ State Sen. Dist. _____ State House Dist. _____

=====
Cong. Dist. _____ Race _____ Sex _____ Birthdate _____

~~Please enroll me as a member of the United Faculty of Florida Political Action Committee. UFF-PAC contributions are in the amount of \$1.00 per pay period.~~

~~Contributions or gifts to UFF-PAC are not tax deductible as charitable contributions for Federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.~~

.....

| Signature of Member _____ Date

APPENDIX C
GRIEVANCE

FLORIDA ATLANTIC UNIVERSITY
Board of Trustees/United Faculty of Florida

I. Date (Received by University) _____

GRIEVANT

STEP 1 GRIEVANCE REPRESENTATIVE

NAME:..... NAME:.....

UNIVERSITY:..... MAILING ADDRESS:

COLLEGE:

DEPT..... ..

OFFICE PHONE: OFFICE PHONE:

If grievant is represented by the UFF or legal counsel, all University communications should go to the grievant's representative.

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

II. GRIEVANCE

Article(s) and Sections(s) of Agreement allegedly violated:

Statement of grievance (must include date of acts or omissions complained of):

Remedy Sought:

III. AUTHORIZATION

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

UFF _____
 Legal Counsel _____
 Myself _____

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

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

This grievance was filed with the Unit Head's Office (as defined in Section 20.8 (a)(1)) on _____ by (check one) mail (certified or registered, restricted delivery, return receipt requested)_____; personal delivery _____; other (specify) _____.

Signature of Grievant

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

The Step 1 decision shall be transmitted to Grievant's Step 1 Representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested. A copy of this decision shall be sent to Grievant, and UFF if grievant elected self-representation or representation by legal counsel.

APPENDIX D
REQUEST FOR REVIEW OF STEP 1 DECISION

FLORIDA ATLANTIC UNIVERSITY
Board of Trustees/United Faculty of Florida

GRIEVANT	STEP 1 GRIEVANCE REPRESENTATIVE
NAME:	NAME:
UNIVERSITY:	MAILING ADDRESS:
COLLEGE:
DEPT.....
OFFICE PHONE:	OFFICE PHONE:
DATE OF STEP 1 DECISION:	

Article(s) and Sections(s) of Agreement allegedly violated (as specified at Step 1):

I hereby request that the President or his/her representative review the attached decision made in connection with the attached grievance because:

Remedy Sought (if initial filing is at Step 2):

Grievant's representative received the decision on _____.
Grievant filed this request for review with the _____ Office on _____, by
(check one): mail (certified or registered, restricted delivery,
return receipt requested) _____; personal delivery _____; other (specify) _____.

DATE OF RECEIPT BY PRESIDENT'S OFFICE: _____

Signature of Grievant

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

_____ UFF	_____
_____ Legal Counsel	_____
_____ Myself	_____

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

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

The Step 2 decision shall be transmitted to Grievant's Step 2 Representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested. Copies of this decision shall be sent to Grievant, the Unit Head, and to the UFF if grievant elected self-representation or representation by legal counsel.

APPENDIX E
NOTICE OF ARBITRATION

FLORIDA ATLANTIC UNIVERSITY
Board of Trustees/United Faculty of Florida

The United Faculty of Florida hereby gives notice of its intent to proceed to arbitration in connection with the decision of the President's Office dated _____ and received by the UFF State Office on _____ in this grievance of:

NAME: _____

FILE NO: _____

The following statement of issue(s) before the Arbitrator is proposed:

This notice was filed with the FAU ~~President's~~ Provost's Office on _____ by email (check one): ~~mail (certified or registered, restricted delivery, return receipt requested) _____;~~ personal delivery _____; other (specify) _____.

~~Date of receipt by President's Office: _____.~~

Signature of UFF President or ~~Director of Arbitrations~~ Chair of the Contract Enforcement Committee

I hereby authorize UFF to proceed to arbitration with my grievance. I also authorize UFF and the FAU Board of Trustees or its representatives to use, during the arbitration proceedings, copies of any materials in my evaluation file pertinent to this grievance and to furnish copies of the same to the arbitrator.

Signature of Grievant

APPENDIX F
REPEALED 12/2006

APPENDIX G

FLORIDA ATLANTIC UNIVERSITY Board of Trustees/United Faculty of Florida

EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION PROCEDURE

G.1 Exclusive Method.

- (a) The Board of Trustees and the United Faculty of Florida agree to the following procedure as the exclusive method of resolving disputes under Section 9.3 of the Agreement which allege that an employee's assignment has been imposed arbitrarily or unreasonably.
- (b) An employee who alleges that the assignment has been imposed arbitrarily or unreasonably may file a grievance under Article 20 of the BOT/UFF Agreement only to enforce the exclusive Assignment Dispute Resolution (ADR) procedure delineated below, not to seek a determination as to whether an assignment has been arbitrarily or unreasonably imposed.

G.2 Time Limits.

- (a) The dispute shall not be processed unless it is filed within thirty (30) days after the receipt of the assignment by the employee. If the employee's assignment begins prior to final resolution of the dispute, the employee shall perform the assignment until the matter is finally resolved under these procedures.
- (b) All time limits contained herein may be extended by mutual agreement of the University and the UFF representative. Upon failure of the employee's UFF representative to comply with the time limits herein, the dispute shall be deemed to have been finally determined at the prior step.
- (c) All references to "days" herein refer to "calendar days." The "end of the day" shall refer to the end of the business day, i.e., 5:00 p.m.

G.3 Assignment Dispute Resolution Procedures.

- (a) An employee who believes that the assignment has been imposed arbitrarily or unreasonably shall, within thirty (30) days after receipt of the assignment, file Part 1 of the ADR Form with the individual responsible for making the assignment. The filing of the ADR Form shall be accompanied by a brief and concise statement of the employee's arguments, and any relevant documentation supporting the employee's position. This documentation shall be placed in a file entitled "Employee's Assignment Dispute Resolution File," which shall be kept separate from the employee's personnel evaluation file. Additional documentation shall not be considered in the ADR process except by agreement

of the President's representative unless it is documentation that the employee requested from the University prior to the conference held pursuant to (b) below, but did not receive before such conference.

- (b) Within four (4) days of receipt of the ADR Form, the individual responsible for making the assignment shall meet with the employee and discuss the dispute. Within twenty-four (24) hours after this conference, such individual shall complete Part 1 of the ADR Form and deliver it to the employee.
- (c) If the employee continues to be aggrieved following the initial conference, the employee shall file the ADR Form, with Part 1 completed, with the Dean or other appropriate administrator no later than four (4) days after the initial conference.
- (d) The UFF representative shall schedule a meeting with the Dean or other appropriate administrator to be held no later than four (4) days after filing the ADR Form with the Dean or other appropriate administrator. At this meeting, the employee, the UFF representative, and the Dean or appropriate administrator shall discuss the dispute and attempt to resolve it. Within twenty-four (24) hours after the conclusion of this meeting, the Dean or appropriate administrator shall complete Part 2 of the ADR Form and deliver it to the UFF representative.
- (e) If consultation with the Dean or appropriate administrator does not resolve the matter, the UFF representative may file, within four (4) days of that meeting, Part 3 of the ADR Form (with supporting documentation) with the President's representative, indicating an intention to submit the dispute to a Neutral Umpire.
- (f) Within seven (7) days of receipt of the completed ADR Form and other documentation, the President's representative may place a written explanation, brief statement of the University's position, a list of expected witnesses, and other relevant documentation in the employee's ADR File. As soon as practicable thereafter, a copy of all documents placed in the employee's ADR File shall be presented to the UFF representative, who shall place a list of the employee's expected witnesses into the file.
- (g) At the time that the completed ADR Form is submitted to the President's representative, the UFF representative shall schedule a meeting with the President's representative for the purpose of selecting a Neutral Umpire from the Neutral Umpire Panel. This meeting shall be scheduled for no later than seven (7) days after filing of the completed ADR Form. Selection of the Neutral Umpire shall be by mutual agreement or by alternatively striking names from the Neutral Umpire Panel list until one name remains. The right of first choice to strike from the list shall be determined by the toss of a coin. The right to strike first shall alternate in any subsequent Neutral Umpire selection.
- (h) The President's representative shall contact the selected Umpire no later than three (3) days following the selection. Should the Umpire selected be unable to

serve, the President's representative shall contact the UFF representative as soon as practicable and schedule another selection meeting.

- (i) Upon the agreement of the Neutral Umpire to participate, the President's representative shall provide the Umpire with the employee's ADR File.
- (j) The ADR Meeting shall be scheduled as soon as practicable after the Neutral Umpire has received the employee's ADR File. The President's representative shall notify the UFF representative of the time and place of the ADR Meeting no later than forty-eight (48) hours prior to it being convened.
- (k) No person concerned with or involved in the assignment dispute shall attempt to lobby or otherwise influence the decision of the Umpire.
- (l) The ADR Meeting shall be conducted as follows:
 - (1) The employee, or a UFF representative, and a representative of the President shall be the sole representatives of the parties. Each representative may present documentary evidence from the employee's ADR File, interrogate witnesses, offer arguments, cross-examine witnesses, and have present at the meeting one individual to assist in the presentation of the representative's case.
 - (2) The Neutral Umpire will conduct and have total authority at the ADR Meeting. The Neutral Umpire may conduct the ADR Meeting in whatever fashion, consistent with this Agreement that will aid in arriving at a just decision.
 - (3) The Umpire shall submit to all parties on Part 4 of the ADR Form within forty-eight (48) hours after the close of the ADR Meeting a written, binding decision as to whether the assignment was imposed arbitrarily or unreasonably. The decision shall include the reasons for the Umpire's determination.
 - (4) If the Umpire decides that the employee's assignment was imposed arbitrarily or unreasonably, the President or President's designee shall use the Umpire's decision in fashioning an appropriate remedy.

G.4 Neutral Umpire Panel.

- (a) The President's representative and the UFF representative shall meet within two (2) weeks of the ratification of this Agreement for the purpose of selecting an odd-numbered Neutral Umpire Panel. The Panel shall consist of no less than five (5) and no more than nine (9) individuals, not employed by the University, who meet the following qualifications:

- (1) familiarity with academic assignments;
 - (2) an ability to serve as Neutral Umpire on short notice;
 - (3) a willingness to serve on the Panel for one academic year; and
 - (4) acceptability to both the University and the UFF.
- (b) The President's representative and the UFF representative are encouraged to select educators from other institutions in the area, fully retired faculty and administrators, and professional mediators and arbitrators, to be on the Neutral Umpire Panel. In the event the parties cannot reach agreement on Panel membership, a representative of the Board and a UFF member holding a statewide office or position shall select the Panel.
- (c) Panel membership may be reviewed, at the initiation of the University or the UFF, through written notice provided before the end of the preceding fiscal year.
- G.5 Expenses. All fees and costs of the Neutral Umpire shall be borne equally by the University and the UFF.

ARTICLE 9.3 EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION FORM

PART 1: STATEMENT OF DISPUTE

Employee's Name

Department

Employee's Address

Person Making Assignment

Date Assignment Made

Beginning Date of

Assignment I believe the assignment was arbitrarily or unreasonably imposed because:
.....

Employee's Signature

UFF Representative's Signature

=====

Date Filed

Date of Meeting

The assignment was not arbitrarily or unreasonably imposed:

The disputed assignment has been resolved:

Person making the assignment

Date of Decision

THIS FORM MUST BE ACCOMPANIED BY ALL DOCUMENTATION WHICH THE EMPLOYEE WANTS TO HAVE REVIEWED, EXCEPT FOR DOCUMENTATION THE EMPLOYEE HAS REQUESTED BUT NOT RECEIVED (SEE APPENDIX G, SECTION G.3(a)).

I UNDERSTAND AND AGREE THAT BY FILING THIS GRIEVANCE, I WAIVE

WHATEVER RIGHTS I MAY HAVE UNDER CHAPTER 120 OF THE FLORIDA STATUTES WITH REGARD TO THE MATTERS I HAVE RAISED HEREIN AND UNDER ALL OTHER UNIVERSITY PROCEDURES WHICH MAY BE AVAILABLE TO ADDRESS THESE MATTERS.

PART 2: DECISION OF DEAN OR APPROPRIATE ADMINISTRATOR

Date filed with Dean/Administrator

Date of Conference

The assignment was not arbitrarily or unreasonably imposed:

The disputed assignment has been resolved in the following manner:

Dean or appropriate administrator

Date of Decision

PART 3: UFF NOTICE OF INTENT TO REFER ASSIGNMENT DISPUTE TO NEUTRAL UMPIRE

The decision of the Dean or other appropriate administrator is not satisfactory and the UFF hereby gives notice of its intent to refer the dispute to a Neutral Umpire.

Employee's Name

Date of Receipt by President's Representative

UFF Representative

Receipt Acknowledged by President's Representative

PART 4: NEUTRAL UMPIRE'S DECISION

The disputed assignment was ___/was not _____ arbitrarily or unreasonably imposed.

Reasons for the determination that the assignment was arbitrarily or unreasonably imposed are:

Suggested Remedy (Optional):

Neutral Umpire's Name

Employee's Name

Neutral Umpire's Signature

Date Decision Issued

APPENDIX H
2ND SUMMER COURSE COMPENSATION

(SUBJECT TO ARTICLE 8; NOT TO EXCEED 12.5% OF BASE SALARY)

(Subject to Article 8; Not to Exceed 12.5% of base salary)

College	Major(s)	2nd Course Flat Rate	2nd Course Ph.D.	2nd Course Non-Ph.D.
-	All	\$6,000 (per course)	-	-
-	-	-	-	-
DSI	-	-	-	-
-	Architecture	\$7,000 (per course) 4 hour studio	-	-
-	-	\$10,500 (per course) 6 hour studio	-	-
-	-	-	-	-
Arts and Letters	Anthropology	\$5,250 (per course)		
	Architecture	\$7,000 (per course) 4 hour studio		
	-	\$10,500 (per course) 6 hour studio		
	Communication (SMCS)		\$4,500 (per course)	\$3,750 (per course)
	English	\$3,600 (per course)		
	History	\$4,500 (per course)		
	Languages	\$3,750 (per course)		
	Philosophy		\$4,500 (per course)	\$3,750 (per course)
	Political Science	\$5,250 (per course)		
	Public Administration	\$6,000 (per course)		
	Sociology		\$5,250 (per course)	\$4,500 (per course)
	Visual Art/Art History	\$4,200 (per course)		
	Music	\$3,300 (per course) varies		
	Theatre	\$3,600 (per course)		
Business	All	\$7,000 (per course)		
Education	All		\$5,250 (per 3 credit course)	\$4,200 (per 3 credit course)
Engineering and Computer Science	CEGE		\$8,250 (per course)	\$6,000 (per course)
	OME	\$8,250 (per course)		
	CEECS		\$8,250 (per course)	\$6,750 (per course)
	Honors		\$8,250 (per course)	

Honors	Social Sciences	\$5,250 (per 3 credits)		
	Natural Sciences	\$2,250 (per credit)		
	Math	\$6,750 (per 4 credits)		
	Psychology	\$6,750 (per 3 credits)		
	Economics	\$5,250 (per 3 credits)		
	Political Science	\$5,250 (per 3 credits)		
	Humanities	\$4,500 (per 3 credits)		
	Foreign Languages	\$5,250 (per 4 credits)		
Nursing			\$6,000 (per 3 credits)	\$4,500 (per 3 credits)
Science	All	\$2,250 (per credit)	\$2,250 (per credit)	\$1,800 (per credit) Math only
<u>Social Work and Criminal Justice</u>	<u>All</u>	<u>\$2,000 (per credit)</u>		

APPENDIX I
REPEALED 11/2018

|

APPENDIX J

FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES/UNITED FACULTY OF FLORIDA EXAMPLES OF REPORTABLE AND NONREPORTABLE ACTIVITIES

<p>OUTSIDE ACTIVITY THAT DOES NOT NEED TO BE REPORTED UNLESS THERE IS A CONFLICT OF <u>INTEREST OR COMMITMENT</u> OR THE ACTIVITY INVOLVES A FOREIGN <u>ENTITY/PERSON/SOURCE</u></p>	<p>OUTSIDE ACTIVITY THAT MUST BE REPORTED</p>
<p>Volunteering or engaging in community service activities <u>unrelated to the employee's expertise</u> (e.g., coaching youth sports programs, volunteering at church, participating in community clubs/service organizations)</p>	<p>Compensated or uncompensated employment, consulting, or other professional services <u>related to the employee's expertise</u></p>
<p>Engaging in <u>personal</u> hobbies such as beer brewing</p>	<p>Compensated or uncompensated business leadership roles <u>related to the employee's expertise</u></p>
<p>Employment outside of the employee's normal working hours (or while taking leave) which is unrelated to the employee's expertise (e.g., selling crafts as a community event) <u>Volunteer for a local non-profit (other than as a board member)</u></p>	<p>Management positions or financial interests in outside entities that have or are in the process of having contracts with FAU or that engage in activities that may conflict with FAU activities (e.g., research)</p>
<p>Managing rental properties or other real estate interests<u>Serving as an external reviewer for another institution's undergraduate or graduate program.</u></p>	<p>Research to be conducted that is not coordinated with FAU</p>
<p>Participating in scientific or educational conferences or other events while representing FAU</p>	<p>Any Outside Activity including an employment or contractual relationship with a third-party entity which sponsors the employee's research or licenses intellectual property/technology from or to FAU</p>
<p>Reviewing proposals for a federal or state government sponsor or a domestic non-profit organization</p>	<p>Serving as an expert witness or legal consultant</p>
<p>Membership in an academic or professional society that is not serving on the entity's board or performing a fiduciary role</p>	<p>Teaching, research, or other service appointment at another institution</p>

<p>Receiving honors, academic awards, or an honorary degree from a non-profit entity</p>	<p>Writing or editing a publication unless such activity could be considered <u>is</u> part of the employee's assignment</p>
<p>Serving as an external member of a thesis or dissertation committee</p>	<p>Receiving from an outside entity any royalties, licensing fees, or other income from patents, copyrights, or other intellectual property related to the employee's expertise</p>
<p>Running a marathon for a cause</p>	<p>Receiving income from copyrighted works (e.g., textbooks) that the employee assigns to students in his/her course/program</p>
	<p>Running for public office or holding elected office</p>