



Item: PC-A1

Tuesday, November 19, 2013

SUBJECT: Ratification of 2013-14 FAU BOT/UFF Collective Bargaining Agreement Mid-Contract Reopeners

PROPOSED BOARD ACTION

Ratification of 2013-14 Collective Bargaining Agreement reopened articles 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 current contract with the UFF in effect from 2012-2015 permits both sides to open a limited number of articles for negotiations each year. This year, the parties negotiated five articles and reached tentative agreement on all of them. The BOT Personnel and Compensation Committee has provided guidance, authorization and approvals throughout the reopener process. Trustee Teske served as Chair of the Committee during the negotiations.

In summary, the following issues were addressed in the amendments:

- Article 8 - qualified faculty will have the opportunity to teach a second class during the summer if scheduled by the dean/chair/director. The compensation for this second class (historically 12.5% of base salary), if taught, is now capped at a fixed rate established in a new Appendix H.
- Article 12 - a timeline was set to notify annual employees if they will be offered a subsequent appointment the following year.
- Article 17 - the parental leave benefit was clarified to only apply to regular 9-month faculty.
- Article 20 - the grievance policy was amended to permit email delivery, and a loser-pays provision was added to the arbitration procedure.
- Article 23 - the legislatively funded salary increase was implemented along with the merit increase provided to other University employees previously approved by the

Board. Also, a 2% equity pool was created to address compression and inversion problems within the departments. FAU Schools employees receive the legislative increase given to K-12 teachers.

These proposed amended articles were ratified by the faculty union on November 12, 2013. These articles are being presented to the Board for ratification as the statutory employer.

IMPLEMENTATION PLAN/DATE

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

FISCAL IMPLICATIONS

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

Supporting Documentation: Collective Bargaining Agreement Tentatively Agreed to Articles Combined

Presented by: Dr. Diane Alperin, Associate Provost

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**ARTICLE 8
APPOINTMENT**

- 8.1 **Policy.** The Board shall exercise its authority to determine standards, qualifications, and criteria in order to fill bargaining unit vacancies with the best possible candidates. Prior to making the decision to hire a candidate to fill a bargaining unit vacancy, the appropriate administrator(s) shall consider recommendations which have resulted from the review of candidates by employees in the department/unit.
- 8.2 **Offer of Employment.** A successful applicant will receive a letter offering employment and providing, among other information, name, starting date, employment unit, salary, tenure or non-tenure status, credit towards tenure, and principal place of employment.
- 8.3 **Notice of Appointment.** Prior to the beginning of employment and, subsequently, upon a significant change in status (i.e., items a, e, g, i, m below and any special salary increases), each employee will receive a Notice of Appointment signed by the President or his/her representative and the employee. The University may enclose informational addenda, except that such addenda may not abridge the employee's rights or benefits provided in this Agreement. The University Notice of Appointment shall contain the following elements:
- (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.

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- (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) A statement of non-discrimination conforming with Article 6;
- (l) A statement informing the employee of the obligation to report outside activity and conflict of interest under the provisions of Article 19 and the Agreement; and
- (m) Principal place of employment.

8.4 Appointments.

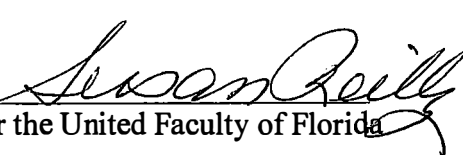
(a) The academic year appointment for faculty shall be for 39 weeks. In cases where the mission of the unit warrants the conversion from an academic year appointment to a calendar year appointment, the salary conversion will be done proportionally. Non-teaching employees may be appointed for periods 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 ~~one~~ two available supplemental summer appointment equitably and as appropriate, in the following order:

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


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

If all bargaining unit employees qualified to teach a class have already been offered ~~one~~ two ~~classes~~ to teach or an equivalent assignment, the University may offer the supplemental summer appointment to anyone who is qualified (e.g., adjuncts).

(3) Assignments for supplemental summer appointments shall be made in accordance with Florida Statutes (the "twelve hour law"). Assignments for those receiving a summer appointment will be provided according to Article 9.5, and the workload (i.e., number of credits or classes) assigned will be determined at the College's discretion.

(4) Compensation. An employee who has received a summer appointment to teach a course in accordance with Article 8.4(b) shall be compensated according to the scale below. The following reflects compensation for a summer course or equivalent assignment that would carry a 0.25 FTE instructional assignment value when teaching the same course, or a course similar in length and content during a semester in the regular academic year, and shall be prorated accordingly. Percentages are based on the regular 9-month base salary.

- a. First assigned course: 12.5%.
- b. Second assigned course: At the minimum rate set in Appendix H, but not to exceed the rate paid for the first course. ~~150~~12.5%.

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- c. Each additional assigned course: At a rate set by the dean of each college, not to exceed the rate paid for the ~~first~~ 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.

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- (d) **Additional Compensation Appointments.** Additional compensation is defined as compensation for any duties in excess of a full appointment (1.0 FTE). All additional compensation shall be paid through OPS.
- (e) **Visiting Appointments.** A "visiting" appointment is one made to a person having appropriate professional qualifications, for a limited period. A visiting appointment may not exceed a total of three (3) consecutive years. Persons on visiting appointments will be given a position classification that places them in the bargaining unit, as specified in Appendix "A," Position Classifications.
- (f) **Adjunct Appointments.** The use of adjuncts shall, upon the request of the UFF Chapter representatives, be a subject of consultation under the provisions of Section 2.1.
- (g) **Fixed Multi-Year Appointments at Florida Atlantic University.**

(1) Two- to five-year fixed multi-year appointments may be offered for the following:

- a. Instructors and Lecturers;
- b. Non-tenured or non-tenure earning Assistant Librarians, Associate Librarians, Librarians, and Counselors/Advisors;
- c. Scholars/Scientists, Research Associates, and Associate In/Assistant In _____;
- d. Clinical faculty;
- e. Individuals who have officially retired from universities or other organizations and who are at least 55 years of age;
- f. Tenured employees who decide to give up their tenured status to take advantage of whatever incentives might be offered by a fixed multi-year appointment; and
- g. Individuals who have held the rank of full professor for at least seven (7) years at an institution of higher education.

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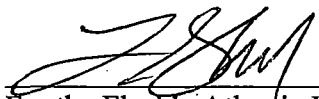
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- (2) Successive fixed multi-year appointments may be offered to eligible employees hired pursuant to Section 8.4(h)(1) as follows:
- a. Criteria used to determine in which instances to offer successive appointments include consideration of the basis for the initial fixed multi-year appointment, evaluation of performance, professional growth, extent and currency of professional qualifications, contribution to the mission of the department or program, staffing needs, funding source alternatives, and continuing program considerations. Such criteria shall be put in writing by the department/unit and available to all eligible employees.
 - b. The employee will be advised in the penultimate year of the appointment that to be considered for a successive fixed multi-year appointment, the employee must submit a request and written documentation pursuant to written procedures established by the unit. The University shall notify the employee in writing of its decision to offer or not offer a successive appointment.

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

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APPENDIX H

2nd Summer Course Compensation

T/A 10/17/13

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

<u>College</u>	<u>Major(s)</u>	<u>2nd Course Flat Rate</u>	<u>2nd Course Ph.D.</u>	<u>2nd Course Non-Ph.D.</u>
DSI	All	\$6,000 (per course)		
	Architecture	\$7,000 (per course) 4 hour studio		
		\$10,500 (per course) 6 hour studio		
Arts and Letters	Anthropology	\$5,250 (per course)	\$4,500 (per course)	\$3,750 (per course)
	Communication			
	English	\$3,600 (per course)		
	History	\$4,500 (per course)	\$4,500 (per course)	\$3,750 (per course)
	Languages	\$3,750 (per course)		
	Philosophy			
	Political Science	\$5,250 (per course)	\$5,250 (per course)	\$4,500 (per course)
	Sociology			
	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

x JJM 10/17/13

x Susan Kelly 10/17/13

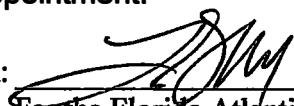
ARTICLE 12
NON-REAPPOINTMENT

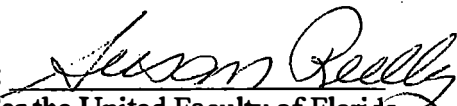
12.1 No Property Right. No appointment shall create any right, interest, or expectancy in any other appointment beyond its specific terms, except as provided in Sections 13.2 and 15.1(f).

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.
- (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.

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(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) 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.

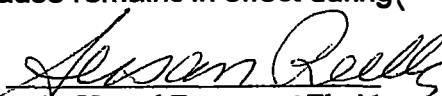
(6) Employees with an offer letter for a specified fixed term appointment.

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,

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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 resignation, all consideration for tenure and reappointment shall cease.

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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. 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.

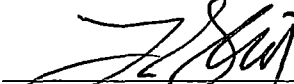
(3) Any illness caused or contributed to by pregnancy shall be treated as a temporary disability if requested, and in accordance with the STD and LTD plan provisions.

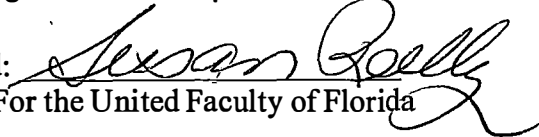
(d) Intermittent FMLA leave or a reduced work schedule may be approved as permitted by law.

17.9 Paid Parental Leave. A 9-month faculty member who does not accrue annual leave and is on a benefit-eligible line of 0.75 FTE or greater may utilize paid parental leave for a period of one regular (Fall or Spring) semester no more than once every three years during his or her employment with the University. FAUS employees and employees on 10- or 12-month appointments are not eligible (retroactively to inception of the benefit). Such paid parental leave will be taken no later than a year from 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 to return to University employment for at least one (1) academic year following utilization of paid parental leave. A faculty member who fails to fulfill this commitment will be responsible for repayment of the portion of the parental leave utilized.

(b) Extent of paid parental leave. Paid parental leave will not be granted for more than one semester on a three year rolling basis. Paid parental leave

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may not be granted to two faculty members for the same birth or adoption.

(c) Notice and use with other leave(s). The faculty member will request the use of paid parental leave in writing no later than three (3) months prior to the beginning the leave. A shorter notice period may be permitted for good cause and/or special circumstances at the discretion of the ~~faculty member's dean~~ Provost or designee. Parental leave is separate from, but may run concurrent with, medical leave or FMLA leave.

(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.

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.

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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

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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 17.9(c).

(4) An employee on an approved sick leave may not be employed elsewhere without express permission of the Provost or designee.

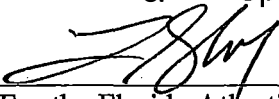
(5) Transfer of Credits. Sick leave accrual will be based on continuous service to FAU only. Employees hired at FAU with no break in service from another Florida public University, may bring accrued sick leave to FAU, up to a maximum of 40 hours. Service at another public University will not count as 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.

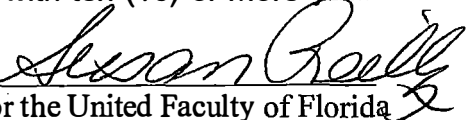
(6) Payment for Unused Sick Leave. No payment for unused sick leave will be made for any type of separation from employment for any faculty employee (except FAUS) hired after June 1, 2010. For other employees (including FAUS), the following shall apply:

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

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ARTICLE 20
GRIEVANCE AND ARBITRATION PROCEDURE

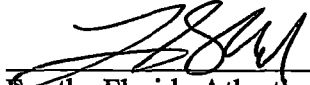
20.1 Policy/Informal Resolution. The parties agree that all problems should be resolved, whenever possible, before the filing of a grievance but within the time limits for filing grievances stated elsewhere in this Article, and encourage open communications between administrators and employees so that 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

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University to identify the individual members. A chapter grievance shall identify the specific remedy sought for the members.

(c) A chapter grievance or a grievance of a decision made by the President or Provost may be initiated at Step 2. The parties may agree to consolidate grievances of a similar nature to expedite the review process.

(d) Grievance Forms. Each grievance, request for review, and notice of arbitration must be submitted in writing on the appropriate form attached to this Agreement as Appendix "C", "D", or "E", respectively, and shall be signed by the grievant. All grievance forms shall be dated and assigned an identifying number by the Provost's office when the grievance is received. If there is difficulty in meeting any time limit, the UFF representative may sign such documents for the grievant; however, grievant's signature shall be provided prior to the Step 1 meeting or Step 2 review if filed directly at Step 2. All grievance forms other than the initial filing may be filed by means of email, fax, United States mail, or any other recognized means of delivery, and must contain the identifying grievance number once assigned.

20.4 Burden of Proof. The burden of proof shall be on the University only in disciplinary grievances in accordance with Article 16, and grievances limited to the issue of the length or lack of notice identified in Article 13.4 based on the "where circumstances permit" clause. In all other grievances, the burden of proof shall be on the employee.

20.5 Representation. UFF shall have the exclusive right to represent any employee in an Article 20 grievance unless an employee elects self-representation or to be represented by legal counsel. If an employee elects not to be represented by UFF, the University shall promptly inform UFF in writing of the grievance. No resolution of any individually processed grievance shall be inconsistent with the terms of this Agreement and for this purpose UFF shall have the right to have an observer present at all meetings called for the purpose of discussing such grievance and shall be sent copies of all decisions at the same time as they are sent to the other parties.

20.6 Grievance Representatives. UFF shall annually furnish to the University a list of all persons authorized to act as grievance representatives and shall update the list as needed. The UFF grievance representative shall have the responsibility to meet all classes, office hours, and other duties and responsibilities incidental to the assigned workload. Some of these activities are scheduled to be performed at particular times. Such representative shall have the right during times outside of those hours scheduled for these activities to investigate, consult, and prepare grievance presentations and attend grievance hearings and meetings. Should any hearings or meetings with the Unit Head, Provost, or their designees necessitate rescheduling of assigned duties, the representative may, with the approval of the appropriate administrator, arrange for the

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rescheduling of such duties or their coverage by colleagues. Such approval shall not be unreasonably withheld.

20.7 Appearances.

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

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

20.8 Formal Grievance Procedure.

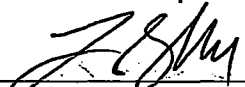
(a) Filing.

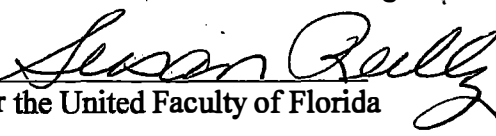
(1) A grievance shall be filed (Appendix "C") with the Unit Head, defined as Dean, Principal/Director of FAUS, and Dean of Students for this article, or his/her representative at Step 1. Or in the case of a grievance initiated at Step 2, it shall be filed with the Provost or designee. In all cases, a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

(2) If an employee files a grievance alleging salary discrimination, the act or omission giving rise to such a grievance may be the employee's receipt of the employee's salary warrant for the first full-pay period in which the annual salary increases referenced in Article 23 are reflected.

(3) The filing of a grievance constitutes a waiver of any rights to judicial review of agency action pursuant to Florida Statutes, or to the review of such actions under University procedures which may otherwise be available to address such matters. This grievance procedure shall be the sole review mechanism for resolving disputes regarding rights or benefits which are provided exclusively by this Agreement. Only those acts or omissions and sections of the Agreement identified at the initial filing may be considered at subsequent steps.

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

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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.

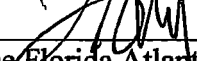
(1) The grievant may, in the timely-filed written grievance at Step 1, request the postponement of any action in processing the grievance formally for a period of up to thirty (30) days, during which period efforts to resolve the grievance informally shall be made. The initial such request shall be granted. 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.

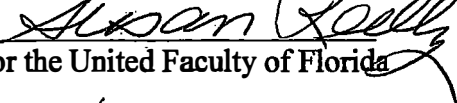
(2) In the case of a grievance filed pursuant to the Expedited Grievance Procedure referenced in Section 20.15, the postponement period for informal resolution shall be no more than seven (7) days unless the employee and the University agree otherwise.

(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

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Step 1 representative has not received the written decision by the end of the 10th day following the conclusion of the Step 1 meeting. A copy of the decision shall be sent to the grievant and to the UFF grievance representative if the grievant elected self-representation or representation by legal counsel.

(3) Documents. Where practicable, the Step 1 reviewer shall make available to the grievant, or grievance representative, documentation referenced in the Step 1 decision prior to its issuance. All documents referred to in the decision and any additional documents presented by the grievant shall be attached to the decision, together with a list of these documents. In advance of the Step 1 meeting, the grievant shall have the right, upon written request, to a copy of any identifiable documents relevant to the grievance.

(e) Step 2.


(1) Review. If the grievance is not satisfactorily resolved at Step 1, the grievant may file a written request for review (Appendix "D") with the Provost or designee within twenty (20) days following receipt of the Step 1 decision by grievant's Step 1 representative. Twenty days shall be determined by a receipt executed by the office receiving the grievance, or by the date of mailing as determined by the postmark or email.

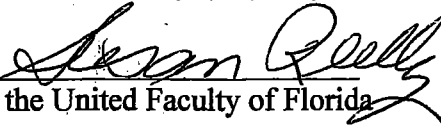
(2) Meeting. The Provost or designee and the grievant and the grievant's representative shall meet no later than seven (7) days following receipt of written notice of request for a Step 2 review. At the Step 2 meeting, the grievant shall have the right to present any evidence in support of the grievance, and the grievant and/or the UFF representative or the grievant's legal counsel (if selected pursuant to section 20.5), and the Provost or designee shall discuss the grievance

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

(f) Step 3 Arbitration.

(1) Filing. If the grievance has not been satisfactorily resolved at Step 2, UFF may, upon the request of the grievant, proceed to arbitration by filing a written notice of the intent to do so (Appendix "E"). Notice of intent to proceed to arbitration must be filed at the Provost's office within thirty (30) days after receipt of the Step 2 decision by grievant's Step 2 representative, and must be signed by both i) the grievant; and ii) the State UFF President or State UFF Director of Arbitrations. Thirty (30) days shall be

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determined by a receipt executed by the Provost's office, or by the date of mailing as determined by the postmark or email. The grievance may be withdrawn at any time by the grievant or by the UFF President or Director of Arbitrations at any point during Step 3. The parties shall stipulate to the issue(s) prior to the arbitration. In the event a stipulation is not reached, the parties shall proceed to a hearing on arbitrability pursuant to Section 20.8(f)(4).

(2) Selection of Arbitrator.

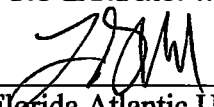
a. Representatives of the Board and UFF shall meet within ninety (90) days after the execution of this Agreement for the purpose of selecting an Arbitration Panel of ten (10) members. Each party will propose ten (10) potential arbitrators. From this list of twenty (20) names, the parties will alternately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

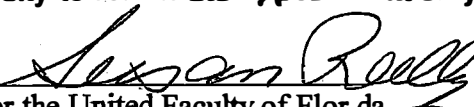
b. Within fourteen (14) days after receipt of a notice of intent to arbitrate, representatives of the Board and the UFF shall meet for the purpose of selecting an arbitrator from the permanent Arbitration Panel. Selection shall be by mutual agreement or by alternately striking names from the Panel until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

(3) Authority of the Arbitrator.

a. The arbitrator shall neither add to, subtract from, modify, or alter the terms or provisions of this Agreement. Arbitration shall be confined solely to the application and/or interpretation of this Agreement and the precise issue(s) submitted for arbitration. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issues submitted.

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

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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.

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

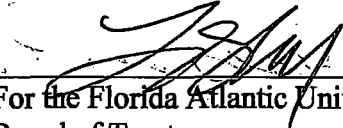
(4) Arbitrability. Issues of arbitrability shall be bifurcated from the substantive issue(s) and, whenever possible, determined by means of a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the issue is judged to be arbitrable, an arbitrator shall then be selected to hear the substantive issue(s) in accordance with the provisions of Section 20.8(f)(2).

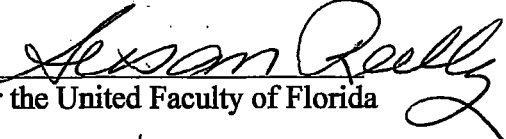
(5) Conduct of Hearing. The arbitrator shall hold the hearing in the city where the grievant is employed, unless otherwise agreed by the parties. The hearing shall commence within twenty-five (25) days of the arbitrator's acceptance of selection, or as soon thereafter as is practicable, and the arbitrator shall issue the decision within forty-five (45) days of the close of the hearing or the submission of briefs, whichever is later, unless additional time is agreed to by the parties. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. Except as expressly specified in this Article, the provisions of the Florida Arbitration Code, Chapter 682, Florida Statutes, shall not apply. Except as modified by the provisions of this Agreement, arbitration proceedings shall be conducted in accordance with the current Labor Arbitration Rules of the American Arbitration Association.

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

(7) Venue. For purposes of venue in any judicial review of an arbitrator's decision issued under this agreement, the parties agree that such an appeal shall be filed in the courts in Palm Beach County, Florida, unless both parties specifically agree otherwise in a particular instance. In an action commenced in Palm Beach County, neither the Board nor the UFF will move for a change of venue based upon the defendant's residence in fact if other than Palm Beach County.

(8) Fees and Expenses. All fees and expenses of the arbitrator shall be borne by the losing party. In the event of a split decision, all fees and expenses shall be

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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) **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.

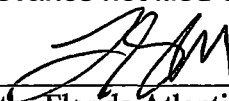
20.9 Filings and Notification. ~~With the exception of Step 1 and Step 2 decisions, a~~ All documents, except the initial filing, required or permitted to be issued or filed pursuant to this Article may be transmitted by email, fax, United States mail, or any other recognized delivery service (note: e-mail is not an acceptable form of delivery). ~~Step 1 and Step 2 decisions shall be transmitted to the grievant's representative(s) by personal delivery with written documentation of receipt or by certified mail, return receipt requested. 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.~~

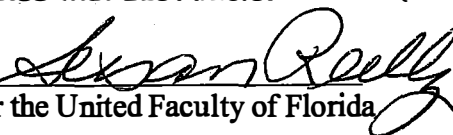
20.10 Precedent. No complaint informally resolved, or grievance resolved at either Step 1 or 2, shall constitute a precedent for any purpose unless agreed to in writing by the Board of Trustees or representatives and the UFF acting through its President or representative.

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.

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

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

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

20.15 Expedited Grievance Procedure for Conflict of Interest

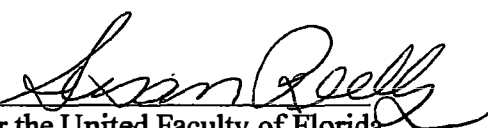
(a) A grievance filed under Article 19.5 shall be heard at Step 1 by the Provost or designee no more than seven (7) days after it has been filed. The Provost or designee shall issue a Step 1 decision no more than 7 days after the Step 1 meeting.

(b) A request for review of the Step 1 decision shall be filed using Appendix "D," no more than seven (7) days following the receipt of the Step 1 decision. The Step 2 meeting shall be held no more than 7 days after the receipt of Appendix "D," and the Step 2 decision shall be issued no more than 7 days after the meeting.

(c) A request for arbitration using Appendix "E" shall be filed within fourteen (14) days after receipt of the Step 2 decision. An arbitrator shall be selected by the parties no more than fourteen (14) days following the receipt of the Appendix "E." The arbitrator shall issue a memorandum of decision within 7 days following the conclusion of the arbitration, to be followed by a written opinion and award in accordance with Section 20.8(f)(5).

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

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ARTICLE 23
SALARIES

23.1 University Compensation Increases for Faculty. The Florida Atlantic University Board of Trustees has approved funds for performance based increases, to be distributed as follows:

(1) Promotion Increases. Promotion increases shall be granted to employees promoted in ~~2011-12~~ 2012-13 effective upon the start of their ~~2012-13~~ 2013-14 academic year appointment. These increases shall be granted as follows:

- a) in recognition of promotion to Associate Professor, Associate in _____, Associate Scholar/Scientist, Associate Engineer, Associate Research Professor, and Associate University Librarian, an increase equal to 9.0% of the employee's previous year's base salary; or
- b) in recognition of promotion to Professor, Scholar/Scientist, Engineer, Research Professor and University Librarian, an increase equal to 12% of the employee's previous year's base salary.
- c) in recognition of promotion to Senior Instructor/Senior Lecturer in accordance with the Provost's Memorandum on Appointment and Promotion of Instructors and Lecturers, an increase of 9.0% of the employee's previous year's base salary, but the ~~increase~~ new salary may not exceed 9.0% more than the employee's September 2008 salary, if in the same position; or
- d) in recognition of promotion to University Instructor/University Lecturer in accordance with the Provost's Memorandum on Appointment and Promotion of Instructors and Lecturers, an increase of 12.0% of the employee's previous year's base salary, but the ~~increase~~ new salary may not exceed 12.0% more than the employee's September 2008 salary, if in the same position.

(2) 2013 Legislative Salary Increase.

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- a) In accordance with the Florida Legislative guidelines from Ch. 2013-40, Florida Laws, each eligible employee who qualifies for a "competitive pay adjustment" as defined by law shall receive an increase effective October 1, 2013 consistent with the law.
- b) Eligible employees earning \$40,000 a year or less will receive an increase of \$1,400 to their annual base salary, adjusted for full or part-time status. Eligible employees earning more than \$40,000 a year will receive an increase of \$1,000 to their annual base salary, however the increase for employees in this category must result in a base salary of at least \$41,400 a year.
- c) In order to be eligible for this 2013 Legislative Salary Increase, employees must: (1) have been continuously employed at FAU since July 1, 2013; (2) be meeting required performance standards during the one year period immediately preceding the increase; and (3) have not received an overall AMP appraisal ratings of "Needs Improvement" or "Below Standards," or the equivalent for faculty, during the one year period immediately preceding the increase.

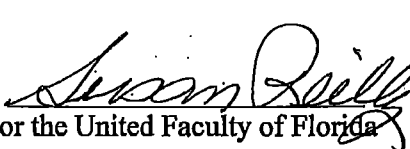
23.2 Additional University Compensation Increases for Faculty. The FAU Board of Trustees has made a commitment to additional compensation increases for high performing faculty (not FAUS) and librarians. The University shall provide these bargaining unit employees with a total salary increase pool equal to 2.0% of the September 13, 2013 salary base of eligible bargaining unit employees for the 2013-2014 academic year. This pool includes any applicable legislative appropriated lump-sum compensation. All salary increases shall be distributed in the following categories:

4.0

a) Merit Increases.

(i) All regular bargaining unit employees who were employed as of May 1, 2013, and have continued employment through October 1, 2013 and have Above Satisfactory overall annual evaluations for the 2012-2013 academic year or the 2012 calendar year will be eligible. The University shall provide a pool of funds to each college for increases to each college/unit equal to approximately 4.02.0% of the total base salary rate of eligible bargaining unit employees on September 13,

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2013. The Dean/Unit head shall distribute these funds in a proportionate, fair and equitable manner to the department/unit.

(ii) Merit increases shall be provided to eligible employees consistent with criteria specified in Article 10.4.

(iii) The increases shall be effective upon ratification by the UFF.

b) Market Equity Increases.

(i) All regular bargaining unit employees who have three or more academic years of consecutive assignment at FAU as of May 1, 2013 shall be eligible.

(ii) The employee's three year average overall evaluation must be Satisfactory or higher.

(iii) For employees whose three year overall evaluations are Above Satisfactory or higher, the employee's September 13, 2013 salary must be below 100% of the mean salary (parity level) for comparable departments and comparable ranks in the most recent Oklahoma State University Salary survey (or equivalent). For employees whose three year overall annual evaluations are Satisfactory, the employee's September 13, 2013 salary must be below 80% of the mean salary (parity level) for comparable departments and comparable ranks in the most recent Oklahoma State University Salary survey (or equivalent).

(iv) The University shall provide a pool of funds to each college equal to approximately 1.02.0% of the total base salary rate of eligible bargaining unit employees on September 13, 2013. This amount is defined as the Available Market Equity for the unit.

(v) The Available Market Equity shall be distributed to all eligible employees, based on a formula set by the Dean of each college, and the formula must increase the distribution amount as the disparity from the adjusted parity level (based on evaluation as described above) increases. The formula shall not disqualify employees based on rank. The formula used to distribute funds shall be made available to faculty at least two weeks before the funds are distributed.

(vi) These increases shall be effective upon ratification by the UFF.

as defined above

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Board of Trustees

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For the United Faculty of Florida

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23.3. Additional Merit Increases for Administrative, Managerial and Professional ("AMP") Employees.

a) The FAU Board of Trustees shall provide AMP bargaining unit employees with a merit salary increase pool equal to 2.0% of the September 13, 2013 salary base of eligible AMP bargaining unit employees.

b) All bargaining unit AMP employees who were under appointment as of May 1, 2013 and who have continued appointment through August 7, 2013 shall be eligible.

c) Employees on grants or contracts shall receive salary increases equivalent to similar employees on regular funding, provided that such salary increases are permitted by the terms of the contract or grant and adequate funds available for this purpose in the contract or grant.

d) These increases shall be distributed according to the merit criteria for the unit.

e) These increases shall be effective upon ratification of the BOT/UFF Collective Bargaining Agreement.

23.43.2 Florida Atlantic University School Employees.

a) FAUS Employee Promotion Increases.

1) Promotion increases shall be granted to FAUS employees pursuant to procedures and criteria for promotion to each rank for those promoted in 2011-122012-13, effective upon the start of the 2012-132013-14 academic year appointment. Permanent status employees may be promoted, but may not receive any promotion/merit salary increase.

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

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

b) FAUS Employee Base Salary and Lump Sum Increases.

~~1) All FAUS employees shall receive an additional base salary increase for the 2013-2014 school year in accordance with the Statewide Teacher Pay Increases provided by law. The amount of the base increase for each FAUS employee shall be of \$1,430.37 effective August 12, 2013. \$2,975 effective at the start of the 2013-14 school year.~~

~~2) In addition, all FAUS employees shall receive a one time lump sum payment of \$1,430.37 effective August 12, 2013.~~

~~3) Payments shall be disbursed in accordance with regular pay practices on a regular pay day subject to all required payroll tax deductions. Employees must be employed at FAUS on both June 1, 2013 and August 15, 2013 to be eligible.~~


c) Joint Appointments.

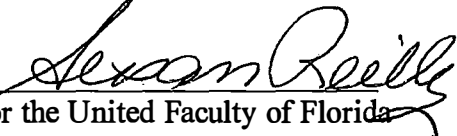
FAUS employees holding joint appointments with a department or unit in the University shall be eligible for any salary increases available to other part-time members of the bargaining unit in such department/unit of the University, with such increases appropriately pro-rated.

d) FAUS Supplements.

FAUS employees shall receive salary supplements for approved extracurricular activities assigned by the Director under the following conditions:

- 1) The activity must involve duties that extend beyond the normal workday;
- 2) Employees shall receive a separate salary supplement for each assigned activity;

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- 3) The amount of the salary supplement shall be determined after consultation with the FAUS UFF representative.
- 4) Salary supplements are not to be included in the base salary rate upon which future salary increases are calculated.


23.53 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.

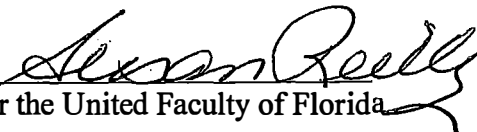
23.64 Nothing contained herein shall prevent the University from providing salary increases beyond the increases specified above. These increases are provided for market equity considerations, including verified counteroffers; documented compression/inversion; increased duties and responsibilities; special achievements; litigation/settlements; and similar situations. In the event the University or college develops procedures for distributing increases under this section, a copy will be provided to the UFF. The UFF shall have the opportunity to discuss the procedures in consultation with the President or his/her representative prior to their implementation.

23.75 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.

23.86 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.

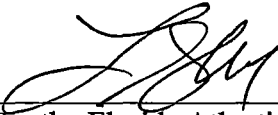
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b) Duties and responsibilities assigned by the University to an employee which are in addition to the available established FTE for the position shall be compensated through Temporary Employment, not Salary.

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