



Item: VI.

**SUBJECT:** Ratification of FAU BOT / UFF Collective Bargaining Agreement

---

**PROPOSED BOARD ACTION**

Ratification of amended articles, both negotiated and imposed through impasse, as part of the 2007-2008 and 2008-2009 contract reopeners. The articles shall be integrated into the existing Collective Bargaining Agreement for 2006-2009 between the Florida Atlantic University Board of Trustees and the United Faculty of Florida at FAU (UFF).

**BACKGROUND INFORMATION**

The current UFF contract is in effect through June 30, 2009. The parties negotiated for changes to Wages (Article 23 for 2007-08 and 2008-09), Benefits (Article 24), Appointment (Article 8) and Non-Reappointment (Article 12). The revised articles were either agreed to by the parties or imposed by the BOT through the impasse process. During the statutory impasse process, the BOT reviewed and approved Article 23 (wages for 07-08 and 08-09) and Article 8 (summer appointment issue). The parties agreed on Article 24 (Phased Retirement Program changes) and Article 12 (accepted Special Magistrate's position).

Each of these five articles have been ratified by the membership of the UFF. The articles are being presented to you today for ratification by the statutory employer.

**IMPLEMENTATION PLAN/DATE**

Effective upon BOT approval.

**FISCAL IMPLICATIONS**

One-time bonus and UFF employees' regular salary increase funded from Clearwire lease funds for the current year, and thereafter by the FAU E&G Budget.

---

**Supporting Documentation:**

Article 23 (Wages 2007-08)  
Article 23 (Wages 2008-09)  
Article 24 (Benefits)  
Article 8 (Appointment)  
Article 12 (Non-Reappointment)

**Presented by:** Diane Alperin, Associate Provost and  
Lawrence F. Glick, Associate General Counsel

ARTICLE 23  
SALARIES

23.1 Faculty Legislative Pay Increase for Fiscal Year 2007-2008. In accordance with the Memorandum of Understanding dated October 3, 2007, all eligible bargaining unit employees whose salary is funded by E&G funds shall receive a non-recurring single payment of one thousand dollars (\$1,000), from which the applicable taxes and withholdings will be deducted, effective November 1, 2007. To be eligible for this bonus, the bargaining unit employee shall have been employed on May 1, 2007 and under contract on August 13, 2007, and, at a minimum, be meeting their required performance standard for the 2006-2007 academic year or the 2006 calendar year. Each eligible part-time employee shall receive a bonus payment prorated based on the full-time equivalency of his or her position.

23.2 Additional University Compensation Increases For Faculty.

(a) Promotion Increases. In accordance with the Memorandum of Understanding dated October 3, 2007, Promotion increases shall be granted to employees pursuant to Article 14, effective August 13, 2007. These increases shall be granted in an amount equal to 9.0% of the employee's previous year's base salary rate in recognition of promotion to Associate Professor, Associate in \_\_\_\_\_, Associate Scholar/Scientist, Associate Engineer, Associate Research Professor, and Associate University Librarian; and 12% of the employee's previous year's base salary in recognition of promotion to Professor, Scholar/Scientist, Engineer, Research Professor and University Librarian.

23.3. Florida Atlantic University School Employees.

(a) FAUS Employee Permanent Status and Promotion Increases

(1) Promotion increases shall be granted to FAUS employees pursuant to procedures and criteria for achieving Permanent Status and/or promotion to each rank, effective August 1, 2007.

(2) These increases shall be granted to 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:

Approved: \_\_\_\_\_ Approved: \_\_\_\_\_  
For the Florida Atlantic University For the United Faculty of Florida  
Board of Trustees

Date: \_\_\_\_\_ Date: \_\_\_\_\_

- 3% For achieving Permanent Status;
- 7% To University School Assistant Professor;
- 8% To University School Associate Professor; and
- 9% To University School Professor

(b) 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.

(c) 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 which extend beyond the normal workday;
- (2) Employees shall receive a separate salary supplement for each assigned activity;
- (3) The amount of the salary supplement shall be determined by the Director 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.

23.4 Administrative, Managerial and Professional Pay Plan. In accordance with the Memorandum of Understanding dated October 3, 2007, all eligible bargaining unit employees whose salary is funded by E&G funds shall receive a non-recurring single payment of one thousand dollars (\$1,000), from which the applicable taxes and withholdings will be deducted, effective November 1, 2007. To be eligible for this bonus, the bargaining unit employee shall have been employed on May 1, 2007 and under contract on August 13, 2007, and, at a minimum, be meeting their required performance standard for the 2006-2007 academic year or the 2006 calendar year. Each eligible part-time employee shall receive a bonus payment prorated based on the full-time equivalency of his or her position.

Approved: \_\_\_\_\_ Approved: \_\_\_\_\_  
For the Florida Atlantic University For the United Faculty of Florida  
Board of Trustees

Date: \_\_\_\_\_ Date: \_\_\_\_\_

23.5 Report to Employees. All employees shall receive notice of their salary increase. 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, including verified counteroffers; documented compression/inversion; increased duties and responsibilities; special achievements; litigation/settlements; and similar situations. In the event the University or a 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.

23.7 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.

(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.

Approved: \_\_\_\_\_ Approved: \_\_\_\_\_  
For the Florida Atlantic University For the United Faculty of Florida  
Board of Trustees

Date: \_\_\_\_\_ Date: \_\_\_\_\_

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 in the following categories:

(a) Promotion Increases. In accordance with the Memorandum of Understanding dated July 1, 2008, Promotion Increases shall be granted to employees pursuant to the status quo currently in Article 14 of the 2006-2009 FAU BOT/UFF Collective Bargaining Agreement, effective August 11, 2008. These increases shall be granted in an amount equal to 9.0% of the employee's previous year's base salary in recognition of promotion to Associate Professor, Associate in \_\_\_\_\_, Associate Scholar/Scientist, Associate Engineer, Associate Research Professor, and Associate University Librarian; and 12% of the employee's previous year's base salary in recognition of promotion to Professor, Scholar/Scientist, Engineer, Research Professor and University Librarian.

(b) Performance Based Increases. All permanent bargaining unit employees who were employed as of May 1, 2008, and have continued employment through November 1, 2008, will be eligible for a one percent (1%) base salary increase. This increase will be effective November 1, 2008.

(c) Bonus. All permanent bargaining unit employees who were employed as of May 1, 2008, and have continued employment through November 1, 2008, will be eligible for a \$1000 non-recurring, lump sum bonus payment. The lump-sum payment will be made upon ratification and will be subject to applicable taxes and withholding.

(d) Eligibility. Additional eligibility factors for (b) and (c) above include:

(1) Eligible employees refers to those who have at least a Satisfactory overall annual evaluation for the 2007-2008 academic year or the 2007 calendar year.

(2) Permanent faculty includes instructors, lecturers, multi-year appointees, tenured or tenure-earning faculty, and faculty and librarians enrolled in DROP.

Approved: \_\_\_\_\_ Approved: \_\_\_\_\_  
For the Florida Atlantic University For the United Faculty of Florida  
Board of Trustees

Date: \_\_\_\_\_ Date: \_\_\_\_\_

(3) Employees on contracts or grants shall receive the salary increase and the bonus 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.

(4) Each eligible part-time employee shall receive the increase and bonus payment pro-rated based on the full-time equivalency of the position.

(5) Eligibility will be based on in-unit/out-of-unit status as of May 1, 2008.

23.2 Administrative, Managerial and Professional Pay Plan Employees. The Florida Atlantic University Board of Trustees has approved funds for performance based increases, to be distributed in the following categories.

(a) Performance Based Increases. All eligible Administrative, Managerial and Professional (AMP) pay plan employees who were employed as of May 1, 2008, and have continued employment through November 1, 2008, shall receive a one percent (1%) base salary increase with an effective date of November 1, 2008.

(b) Bonus. All eligible AMP employees who were employed as of May 1, 2008, and have continued employment through November 1, 2008, shall receive a \$1000 non-recurring lump sum bonus payment. The lump sum payment will be made upon ratification and will be subject to applicable taxes and withholding.

(c) Eligibility. Additional eligibility factors include:

(1) Eligible employees refers to those who are, at a minimum, meeting the University's required standards as evidenced by continuous satisfactory performance with no disciplinary actions over the previous year.

(2) Employees funded through grants, contracts or auxiliary funds shall receive the salary increase and bonus, unless such salary increases are prohibited by the terms of the grant or contract governing the employment arrangement and provided that adequate funds are available for this purpose.

Approved: \_\_\_\_\_ Approved: \_\_\_\_\_  
For the Florida Atlantic University For the United Faculty of Florida  
Board of Trustees

Date: \_\_\_\_\_ Date: \_\_\_\_\_

(3) Each eligible part-time employee shall receive a payment pro-rated based on the full-time equivalent of the position held.

### 23.3 Florida Atlantic University School Employees

#### (a) FAUS Employee Permanent Status and Promotion Increases

(1) Promotion increases shall be granted to FAUS employees pursuant to procedures and criteria for achieving Permanent Status and/or promotion to each rank, effective August 1, 2008.

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

- 3% For achieving Permanent Status;
- 7% To University School Assistant Professor;
- 8% To University School Associate Professor; and
- 9% To University School Professor

(b) University Compensation Increases for Faculty. The Florida Atlantic University Board of Trustees has approved funds for performance based increases, to be distributed in the following categories:

(1) Performance Based Increases. All permanent bargaining unit employees who were employed as of May 1, 2008 and have continued employment through November 1, 2008, will be eligible for a one percent (1%) base salary increase. This increase will be effective November 1, 2008.

(2) Bonus. All permanent bargaining unit employees who were employed as of May 1, 2008, and have continued employment through November 1, 2008, will be eligible for a \$1000 non-recurring, lump sum bonus payment. The lump-sum payment will be made upon ratification and will be subject to applicable taxes and withholding.

Approved: \_\_\_\_\_ Approved: \_\_\_\_\_  
For the Florida Atlantic University For the United Faculty of Florida  
Board of Trustees

Date: \_\_\_\_\_ Date: \_\_\_\_\_

BOT Impasse Proposal  
February 20, 2009  
2008-09 Contract Period

(c) Eligibility. Additional eligibility factors for (1) and (2) above include:

(1) Eligible employees refers to those who have at least a Satisfactory overall annual evaluation for the 2007-2008 academic year.

(2) Employees on contracts or grants shall receive the salary increase and the bonus 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.

(3) Each eligible part-time employee shall receive the increase and bonus payment pro-rated based on the full-time equivalency of the position.

(d ) 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.

(e) 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 which extend beyond the normal workday;

(2) Employees shall receive a separate salary supplement for each assigned activity;

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

(4) Salary supplements are not to be included in the base salary rate upon which future salary increases are calculated.

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

Approved: \_\_\_\_\_ Approved: \_\_\_\_\_  
For the Florida Atlantic University For the United Faculty of Florida  
Board of Trustees

Date: \_\_\_\_\_ Date: \_\_\_\_\_



BOT Impasse Proposal  
February 20, 2009  
2008-09 Contract Period

23.5 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.

23.6 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.

23.7 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.

(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.

Approved: \_\_\_\_\_ Approved: \_\_\_\_\_  
For the Florida Atlantic University For the United Faculty of Florida  
Board of Trustees

Date: \_\_\_\_\_ Date: \_\_\_\_\_

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 ~~Personnel Services~~ 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 funded from Other Personal Services funds, are entitled to employer-funded benefits under the provisions of State law and the rules of the Department of Management Services and the Division of Retirement. Part-time employees should contact the ~~Personnel Office~~ 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. The current Florida Retirement System rules also require that to receive full retirement credit, the employee on uncompensated or partially compensated leave must make payment of the retirement contribution that would otherwise be made by the University, plus interest, if applicable. Employees who are to take such a leave of absence should contact the ~~Personnel Office~~ 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) Retired employee identification 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;
- (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

Approved: Michael Battinore  
For the Florida Atlantic University  
Board of Trustees

Date: May 6, 2008

Approved: A. V. Vishwanath  
For the United Faculty of Florida

Date: May 6, 2008

April 9, 2008

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) In accordance with University policy, and on a space available basis, a the University is encouraged to grant a retired employee's request for 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 in accordance with Section 112.363, Florida Statutes.

#### 24.6 Phased Retirement Program.

##### (a) Eligibility.

(1) Employees who have accrued at least six (6) years of creditable service in the Florida or Teachers Retirement System (FRS, TRS) or Optional Retirement Program (ORP), except those employees referenced in 24.6(a)(2), are eligible to participate in the Phased Retirement Program. Such eligibility shall expire on the employee's ~~63rd~~ 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.

##### (3) Re-employment.

a. Prior to re-employment, participants in the Phased Retirement Program must remain off the State payroll for one (1) calendar month

Approved: Michael J. Patterson  
For the Florida Atlantic University  
Board of Trustees

Date: May 6, 2008

Approved: S. V. Ashwan  
For the United Faculty of Florida

Date: May 6, 2008

FAU BOT Proposal #1

April 9, 2008

following the effective date of retirement in order to validate their retirement, as required by the Florida Division of Retirement. Participants must comply with the re-employment limitations that apply to the second through twelfth month of retirement, pursuant to the provisions of either the Florida Retirement System (which includes ORP) or the Teachers Retirement System, as appropriate.

b. Participants shall be offered re-employment, in writing, by the University under OPS funding for one-half of the academic year. 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, beginning with the academic year next following the date of retirement and subject to the condition outlined in (3)a.

d. Participants shall notify the University in writing regarding acceptance or rejection of an offer of re-employment not later than thirty (30) days after the 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. For the purposes of this Section, immediate family shall include the participant's spouse, mother, father, brother, sister, natural, adopted, or step child, or other relative living in the participant's household.

b. Such leave may be accumulated; however, upon termination of the post-retirement re-employment period, the participant shall not be reimbursed for unused leave.

(5) Personal Non-Medical Leave

a. Each participant who was on a twelve (12) month appointment upon entering the Phased Retirement Program and whose assignment during the period of re-employment is the same as that during the twelve(12) month appointment shall be credited with five (5) days of leave with pay at the beginning of each full-time semester appointment. This leave is to be used in increments of not less than four (4) hours ( $\frac{1}{2}$  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

Approved: Michael Mattione

For the Florida Atlantic University

Board of Trustees

Date: May 6, 2008

Approved: S.V. Vishwan

For the United Faculty of Florida

Date: May 6, 2008

April 9, 2008

of the supervisor and shall be subject to the consideration of departmental and organizational scheduling.

b. Such leave shall not be accumulated, nor shall the participant be reimbursed for unused leave upon termination of the post-retirement period.

(6) Re-employment Period.

a. The period of re-employment obligation shall extend over five (5) consecutive academic years, beginning with the academic year next following the date of retirement. No further notice of cessation of employment is required.

b. The period of re-employment obligation shall not be shortened by the University, except under the provisions of Article 16 of the Agreement. During the period of re-employment, participants are to be treated, based on status at point of retirement, as tenured/permanent status employees or non-tenure-earning/non-permanent status employees with five (5) or more years of continuous service, as appropriate, for purposes of Sections 13.2(a) and (b) 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, and shall be eligible for non-guaranteed salary increases on the same basis as other employees.

(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. Full-time employees, including employees on sabbaticals or on professional development or grants-in-aid leave, may enroll for up to six (6) credit hours of instruction per term (Fall, Spring, or Summer) under the Employee Educational Scholarship Program (EESP). Information on this program is available on the Personnel Services Human

Approved: Michael Hattinore  
For the Florida Atlantic University  
Board of Trustees

Date: May 6, 2008

Approved: S. V. Vishwanath  
For the United Faculty of Florida

Date: May 6, 2008

Resources webpage.

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

Approved: Michael Blattner  
For the Florida Atlantic University  
Board of Trustees  
Date: May 6, 2008

Approved: S. V. Krishnam  
For the United Faculty of Florida  
Date: May 6, 2008

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. The University shall advertise such appointment vacancies, receive applications and screen candidates, and make appointments as it deems appropriate under such standards, qualifications, and criteria. The University also shall try to identify and seek qualified women and minority candidates for vacancies and new positions as well as employees of lower or equivalent ranks, employees who are spouses of employees, and employees who are local residents who shall not, in the hiring process, be disadvantaged for that reason. All employees who are candidates for new and vacant positions shall be advised of the salaries of employees in the department/unit, or of salaries of University employees in the same job classification, as appropriate, prior to the negotiations of the candidate's initial salary. 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, or (3) tenure-earning
- (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;

Approved: \_\_\_\_\_  
For the FAU BOT

Approved: \_\_\_\_\_  
For the FAU UFF

Date: \_\_\_\_\_

Date: \_\_\_\_\_

- (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) The statement: "The BOT/UFF Collective Bargaining Agreement (Article 6) prohibits discrimination against any employee based upon race, color, sex, religious creed, national origin, age, veteran status, disability, political affiliation, marital status, or employee rights related to union activity as granted under Chapter 447, Florida Statutes. Claims of discrimination by the Board or the University may be presented as grievances pursuant to Article 20, Grievance Procedure."
- (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 warrant the conversion from an academic year appointment to a calendar year appointment, the salary conversion will be done proportionally.

(b) Summer Appointments.

(1) Policy.

a. Summer appointments shall be offered, either verbally or in writing, no later than five weeks prior to the beginning of the appointment, if practicable. The University shall offer available supplemental summer appointments equitably and as appropriate, provided budget and curriculum needs allow, ~~with first preference~~as follows:

First Preference: to qualified full-time bargaining unit employees without an existing summer appointment 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: ~~The University shall then offer such appointments~~ to other bargaining unit employees without an existing summer appointment who are qualified; and

Third Preference: ~~Thereafter, the University may offer such appointments~~ to

Approved: \_\_\_\_\_  
For the FAU BOT

Approved: \_\_\_\_\_  
For the FAU UFF

Date: \_\_\_\_\_

Date: \_\_\_\_\_



others who are qualified (e.g., adjuncts).

~~Summer appointments shall be offered 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.~~

Additionally, the University may offer any bargaining unit employee with an existing summer appointment an additional summer appointment at any time, at its discretion.

b. Assignments for sSupplemental 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, and the workload (i.e., number of credits or classes) assigned will be determined at the College's discretion.

(2) Compensation.

a. An employee on an instructional assignment shall receive a salary proportionate to the equivalent assignment during the academic year, based on the credit hour value of the course, normally three credit hours or one-eighth the academic year salary.

b. The instructional assignment does not include other credit-generating activities such as thesis/dissertation supervision, directed independent studies, supervised research teaching, and supervision of student interns. These activities, as well as Research or Service activities, may be assigned during the summer term for additional compensation.

(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 district and such scheduling shall be subject to consultation under Article 2.

(2) Review Period. The initial Notice of Appointment of a FAUS employee shall include a 97-day probationary period during which time the employee's appointment may be terminated without cause or the employee may resign without breach of contract.

(3) 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

Approved: \_\_\_\_\_  
For the FAU BOT

Approved: \_\_\_\_\_  
For the FAU UFF

Date: \_\_\_\_\_

Date: \_\_\_\_\_

as appropriate to qualified employees in a timely manner. Such appointments shall be made in accordance with written criteria developed with the UFF. The criteria shall be made available in a public place at FAUS.

b. Employees shall receive approximately the same hourly rate for teaching a course during a summer appointment as they received for teaching the same or similar course during the academic year, regardless of the length of the summer appointment.

(d) Additional Compensation Appointments. Additional compensation is defined as compensation for any duties in excess of a full appointment (1.0 FTE). All additional compensation shall be paid through OPS.

(e) Visiting Appointments. A "visiting" appointment is one made to a person having appropriate professional qualifications, for a limited period. A visiting appointment may not exceed a total of three (3) consecutive years. Persons on visiting appointments will be given a position classification that places them in the bargaining unit, as specified in Appendix "A," Position Classifications.

(f) Adjunct Appointments. The use of adjuncts shall, upon the request of the UFF Chapter representatives, be a subject of consultation under the provisions of Section 2.1.

(g) Fixed Multi-Year Appointments at Florida Atlantic University.

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

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

(2) Successive fixed multi-year appointments may be offered to eligible employees hired pursuant to Section 8.4(h)(1) as follows:

Approved: \_\_\_\_\_  
For the FAU BOT

Approved: \_\_\_\_\_  
For the FAU UFF

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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.

Approved: \_\_\_\_\_  
For the FAU BOT

Approved: \_\_\_\_\_  
For the FAU UFF

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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 first two (2)~~second years of continuous University service who are on academic year (9 month) appointments shall receive one semester’s (or its equivalent, 19.5 weeks) 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 appointments shall receive two semesters (or its equivalent of 39 weeks) notice of non-reappointment at least 12 months before the expiration of an appointment.~~ Employees with two (2) or more years of continuous University service who are on twelve-month appointments shall receive ~~one year’s~~39 weeks notice.

(4) The University may choose to provide compensation in lieu of employing the employee during the notice period.

(345) 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.

(346) 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.

(b) Employees in the following categories are not entitled to written notice that they will not be offered further appointment and shall have the following statement included in their employment offer letter or Notice of Appointment:  
Your employment under this offer will cease on the date indicated.  
No further notice of cessation of employment is required.

(1) Employees who are on "soft money," e.g., contracts and grants, sponsored research funds, auxiliary funds, and grants and donations trust funds, except those described in Section 12.2(a)(36), above.

(2) Employees who hold acting or temporary ~~or part-time~~ appointments.

(3) Employees who are appointed for less than one (1) academic year.

(4) Employees who are appointed to a visiting appointment, who are appointed to a fixed multi-year appointment or who are issued a letter of offer which states, in substance, that their employment will cease on the date indicated.

### 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 resignation, all consideration for tenure and reappointment shall cease.