

COLLECTIVE BARGAINING AGREEMENT

Between

**THE UNIVERSITY OF NORTH FLORIDA
BOARD OF TRUSTEES**

and

THE UNITED FACULTY OF FLORIDA

July 1, 2014 through June 30, 2017

UNF – UFF Collective Bargaining Agreement 2014-2017

PREAMBLE.....3
TITLES AND HEADINGS 1-1
RECOGNITION 2-1
MANAGEMENT RIGHTS 3-1
UFF RIGHTS..... 4-1
PAYROLL DEDUCTION..... 5-4
CONSULTATION BETWEEN THE UNIVERSITY AND THE UFF..... 6-1
MAINTENANCE OF BENEFITS 7-1
UNF RULES AND POLICIES..... 8-1
GUIDELINES FOR APPLICATION OF UNIVERSITY CRITERIA 9-1
ACADEMIC FREEDOM AND RESPONSIBILITY 10-1
NONDISCRIMINATION, EQUAL OPPORTUNITY, AND DIVERSITY 11-1
APPOINTMENT 12-1
NON-REAPPOINTMENT AND RESIGNATIONS 13-1
ASSIGNMENT OF RESPONSIBILITIES..... 14-1
OFFICE SPACE AND SAFE CONDITIONS 15-1
TRAVEL..... 16-1
SUMMER APPOINTMENTS AND ASSIGNMENTS 17-1
PERFORMANCE EVALUATIONS..... 18-1
TENURE..... 19-1
PROMOTIONS FOR TENURE-EARNING AND TENURED FACULTY..... 20-1
PROMOTIONS FOR LIBRARY FACULTY 21-1
PROMOTIONS FOR INSTRUCTORS AND LECTURERS 22-1
LEAVES 23-1
SABBATICALS AND PROFESSIONAL DEVELOPMENT LEAVES 24-1
INTELLECTUAL PROPERTY 25-1
CONFLICT OF INTEREST/OUTSIDE ACTIVITY 26-1
OTHER RIGHTS AND RESPONSIBILITIES OF FACULTY MEMBERS 27-1
SALARY INCREASES AND SALARY PAYMENTS 28-1
BENEFITS 29-1
DISCIPLINARY ACTION AND JOB ABANDONMENT 30-1
GRIEVANCE PROCEDURE AND ARBITRATION 31-1
ACCESS TO DOCUMENTS 32-1

UNF – UFF Collective Bargaining Agreement 2014-2017

LAYOFF AND RECALL..... 33-1
TOTALITY OF AGREEMENT 34-1
SEVERABILITY AND LEGISLATIVE ACTION 35-1
DEFINITIONS..... 36-1
DURATION..... 37-1
POSITION CLASSIFICATIONS IN THE BARGAINING UNIT..... A-1
UFF DUES CHECK-OFF AUTHORIZATION FORM..... B-1
GRIEVANCE FORM C-1
NOTICE OF ARBITRATION..... D-1
PROTECTION FOR WHISTLEBLOWERS E-1
LIMITATION ON PERSONAL LIABILITY..... F-1
EXCLUSIVE DISPUTE RESOLUTION PROCEDURE FOR COURSE ASSIGNMENTS..... G-1
LIBRARY PERFORMANCE EVALUATION PROCESS..... H-1
FORMAT OF SABBATICAL APPLICATION..... I-1
FORMAT FOR PROFESSIONAL DEVELOPMENT APPLICATION..... I-2
AUTHORIZATION FOR TWELVE MONTH PAY OPTION..... J-1
TERMINATION FOR TWELVE MONTH PAY OPTION..... J-2

UNF – UFF Collective Bargaining Agreement 2014-2017

PREAMBLE

It is the intent of the parties to this Agreement to promote the quality and effectiveness of education and to maintain the highest standards of academic excellence in all phases of instruction, research/scholarship/creative activity, and service at the University of North Florida (hereinafter “UNF” or “the University”). The parties agree that these objectives are facilitated by an atmosphere of mutual trust and open and honest communications. The parties further agree that faculty participation in the formulation of the policies under which they provide their services is educationally sound and thus encouraged. This Preamble is a statement of intent and policy and is, therefore, not subject to the Grievance Procedure.

UNF – UFF Collective Bargaining Agreement 2014-2017

**ARTICLE 1
TITLES AND HEADINGS**

Titles and Headings. The titles of articles and headings that precede text are inserted solely for convenience of reference and shall not be deemed to limit or affect the meaning, construction, or effect of any provision of this Agreement.

UNF – UFF Collective Bargaining Agreement 2014-2017

ARTICLE 2 RECOGNITION

2.1 Bargaining Unit. The UNF Board of Trustees (hereinafter Trustees) hereby recognizes the United Faculty of Florida (UFF) as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all faculty members in the bargaining unit as defined in Commission Order No. 03E-103, Certification No. 1392, issued by the Florida Public Employees Relations Commission on May 2, 2003. A listing of the titles included in the General Faculty bargaining unit is attached as Appendix “A.”

2.2 Position Classifications.

- (a) Creation of a New Classification. Whenever the University Administration creates a new position classification, it shall designate that classification as being either within or outside the bargaining unit, and shall promptly notify the UFF. It is the expectation of the parties that new position classifications that primarily require instructional and research duties shall be included within the General Faculty bargaining unit. In the event the parties are unable to resolve the dispute informally, the UFF may seek resolution of the issue by filing a unit clarification petition with the Florida Public Employees Relations Commission.
- (b) Revision of a Position Classification. If the University Administration revises the specifications of an existing classification so that its bargaining unit designation is changed, the University Administration shall promptly notify the UFF of the revision.
- (c) Disputes Over General Classifications. If there is a dispute about the appropriate designation of any classification, the UFF shall promptly advise the University Administration of the dispute, and the parties shall discuss the matter in an effort to resolve the dispute. In the event the parties are unable to resolve the dispute informally, the UFF may seek resolution of the issue by filing a unit clarification petition with the Florida Public Employees Relations Commission.

2.3 Reclassification of In-Unit Faculty Member to a Non-Unit Classification.

- (a) Except in the case of a faculty member transferring to an academic administrative position (including Assistant or Associate Chair, Chair, Assistant or Associate Dean, Dean, Assistant or Associate Vice President, Vice President, or Provost), a faculty member shall be provided forty-five (45) days written notice of the University’s decision to reclassify his/her position to a classification that is not contained in the General Faculty bargaining unit.
- (b) The UFF shall be notified regarding this change at the same time the in-unit faculty member is notified.

UNF – UFF Collective Bargaining Agreement 2014-2017

- (c) The faculty member may request a review of the appropriateness of his/her reclassification by the Office of Academic Affairs. In the case of disagreement with the results of the review, the matter may be the subject of Article 6, Consultation, but shall not be subject to the Article 31, Grievance Procedure and Arbitration. In the event the parties are unable to resolve the dispute informally, the UFF may seek resolution of the issue by filing a unit clarification petition with the Florida Public Employees Relations Commission.

2.4 Board of Trustees Meetings.

- (a) If an item on a meeting agenda of the Board of Trustees (or of any subcommittee of the Board of Trustees) could reasonably be construed to affect the wages, hours, or other terms or conditions of employment of faculty, the University Administration shall promptly notify the UFF, and the UFF shall upon timely request be granted a place on that Board agenda to address that issue.
- (b) If prompt notification sufficient to allow timely request has not been given, any discussion of the matters affecting wages, hours, or other terms or conditions of employment of faculty shall be postponed until the next meeting of the Board or Board subcommittee.

**ARTICLE 3
MANAGEMENT RIGHTS**

3.1 Policy. The Board of Trustees and University Administration shall have the rights, powers, and authority vested in them by law, including the right to plan, manage, and control the University and in all respects carry out the ordinary and customary functions of management.

3.2 Limitations. The Board of Trustees and University Administration shall have such rights, powers, and authority, subject to those limitations imposed by this Agreement and all applicable federal and state laws.

UNF – UFF Collective Bargaining Agreement 2014-2017

ARTICLE 4 UFF RIGHTS

4.1 Use of Facilities and Services.

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

4.2 Communications.

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

4.3 Leave of Absence – Union Activity.

- (a) At the written request of UFF no later than March 1 for the next summer term and for the next academic year, a full-time or part-time leave of absence shall be granted to the faculty members designated by UFF provided that such leave does not adversely impact the department's ability to offer the necessary courses or meet other programmatic or student needs. If such request is denied, the University Administration shall provide the UFF the reasons for such denial no later than April

UNF – UFF Collective Bargaining Agreement 2014-2017

15.

- (b) No more than one faculty member per department shall be granted leave at any one time under the provisions of this Article, unless the University Administration and the UFF agree otherwise.
- (c) The UFF shall reimburse the University Administration for the salary and benefits of the faculty members approved for leave granted under the provisions of this Article.
- (d) A faculty member on such leave shall not be evaluated for this activity and the University Administration shall not take reprisals against a faculty member for taking such leave.
- (e) Salary increases. Upon return from such leave of absence, the University Administration will adjust the salary of a faculty member who was on full-time leave so that it includes any across-the-board, guaranteed minimum, or market equity/compression/inversion salary increases that were applicable to bargaining unit faculty during the full-time leave of absence. Faculty members who are on part-time leaves of absence shall receive applicable salary increases at the time they become effective.
- (f) The Board of Trustees and the University Administration shall not be liable for the acts or omissions of any faculty member granted leave under this Section and the UFF shall hold the University Administration and Board of Trustees harmless for any such acts or omissions, including the costs of defending against such claims.

4.4 Release Time.

- (a) Fall and Spring Semester:
Each semester (Fall and Spring) the Board of Trustees and the University Administration shall provide release time to full-time faculty members designated by the UFF for the purpose of carrying out the UFF's obligations in representing faculty and administering this Agreement, on the following schedule:
 - Fall Semester: 3 units
 - Spring Semester: 3 units
- (1) One "unit" of release- time during the Fall and Spring semesters consists of a reduction in teaching load of one (1) course for instructional faculty or, for non-instructional faculty, a reduction in workload of ten (10) hours per week, which shall include a corresponding 25% reduction in assigned duties.
- (2) A faculty member may receive more than one "unit" of release time per semester, up to a maximum of two units per semester.
- (b) Summer.

UNF – UFF Collective Bargaining Agreement 2014-2017

- (1) The UFF may designate a total of two (2) faculty members to receive a thirteen (13) week .25 FTE summer release time assignment.
 - (2) A faculty member may receive more than one such thirteen week .25 FTE release time assignment per semester, up to a maximum of two units per summer.
 - (3) All other provisions contained in Section 4.4, except 4.4(a) and (e), shall apply to summer release time.
- (c) Release Time for Collective Bargaining.
- (1) In addition to the above, a total of 2 additional units in the Fall, Spring, or Summer term, shall be granted when the parties are negotiating a collective bargaining agreement. (One “unit” of release time during the Fall and Spring semesters consists of a reduction in teaching load of one (1) course for instructional faculty or, for non-instructional faculty, a reduction in workload of ten (10) hours per week, which shall include a corresponding 25% reduction in assigned duties, whereas the summer releases shall consist of two 13 week .25 FTE assignments.)
 - (2) The parties will endeavor to complete collective bargaining negotiations during the semester in which they begin. In those years when the parties have been delayed in completing collective bargaining negotiations, but are making reasonable progress toward completion, the UFF may designate two additional semester release assignments for the succeeding term.
- (d e) Salary increases while on Release Time.
- (1) Faculty members on release time shall receive any across the board, guaranteed minimum, or market equity/compression/inversion salary increases on the same basis as other faculty members. This section shall not be construed to limit a faculty member on release time from earning a merit increase if the faculty member otherwise met the eligibility requirements for merit increases. In evaluating whether a faculty member on release time is eligible for a merit increase, the merit score will still be computed by weighting the teaching component by the appropriate percentage as listed in Article 28 regarding Salaries. The fact that the faculty member had a reduced teaching load will not be used as a basis for reducing the points assigned for the teaching component of the faculty member’s merit score.
 - (2) Release time activities shall not be evaluated, but such activities shall be considered university service and the University Administration shall not take reprisals against any faculty member for using release time.

UNF – UFF Collective Bargaining Agreement 2014-2017

- (e) The UFF may designate faculty to receive release time during the academic year, and Summer Term provided that:
 - (1) In departments with ten (10) or fewer faculty members, no more than one (1) unit of release time shall be assigned, unless agreed to by the department supervisor.
 - (2) The UFF shall provide the University Administration with a list of designees for the next academic year no later than April 1. Upon approval of the designees by the University Administration, the designees shall receive the release time for one (1) academic year, unless the University Administration is notified of a substitute for the Spring semester. Substitutions for the Spring semester shall be made upon written notification submitted by the UFF to the University Administration no later than November 15. The UFF shall provide the University Administration with a list of requested designees for Summer Release Time no later than April 1 of the academic year preceding the summer term.
- (f) Faculty members on release time shall retain all rights and responsibilities as other faculty, but shall not be considered representatives of the Board of Trustees or the University Administration for any activities undertaken on behalf of the UFF. The UFF agrees to hold the University Administration and the Board of Trustees harmless for any claims arising from such activities, including the cost of defending against such claims.

4.5 Faculty Orientations.

- (a) Human Resources Orientation. UFF shall be included in the Human Resources orientation for new faculty and shall be permitted to make a presentation of reasonable length at that orientation. UFF shall be permitted to have a packet of printed material included in the packets provided to the new faculty at the Human Resources orientation.
- (b) Academic Affairs Orientation. UFF shall be invited to have a representative present at the Academic Affairs orientation for new faculty. UFF shall be permitted to have a packet of printed material included in the packets provided to new faculty at the Academic Affairs orientation.

ARTICLE 5 PAYROLL DEDUCTION

5.1 Deductions. The University Administration shall deduct, biweekly and without interruption, the following from the pay of those faculty members in the bargaining unit who individually and voluntarily make such requests on a written authorization form such as contained

UNF – UFF Collective Bargaining Agreement 2014-2017

in “Appendix B” to this Agreement:

- (a) The University Administration shall provide one after-tax deduction code for UFF membership dues and uniform assessments.
- (b) The University Administration shall provide one pre-tax deduction code and one after-tax deduction code for UFF voluntary economic services programs. Deductions shall be made on a pre-tax or after-tax basis at the UFF’s designation, provided there is no legal impediment to doing so, and provided that the pre-tax deduction is permitted by the federal tax code. All such programs and deductions shall meet the requirements of state and federal law as well as University Administration rules and regulations. The University Administration and the UFF agree that, except as provided by law in the case of exigent circumstances, the impact of any change in University Administration rules or regulations affecting these programs and deductions shall be subject to negotiations.
- (c) Regarding any program requiring payroll deduction, the UFF shall provide the University Administration with the name of the common remitter company and a statement attesting that the common remitter has been approved by the UFF.
- (d) In the event a faculty member’s salary earnings within any pay period are not sufficient to cover dues and other authorized deductions, it will be the UFF’s responsibility to collect its dues and other authorized deductions for that pay period directly from the faculty member.

5.2 Timing of Deductions.

- (a) The University Administration shall make deductions biweekly and without interruption, beginning with the first full pay period commencing at least seven (7) days following receipt of authorization.
- (b) The UFF shall give written notice to the University Administration of any changes in its dues at least forty-five (45) days prior to the effective date of any such change.

5.3 Remittance.

- (a) The University Administration shall remit dues and other authorized deductions to the UFF State Office on a biweekly basis within thirty (30) days following the end of the pay period.
- (b) Accompanying each remittance shall be a list containing the following information for each faculty member from whose salary the University Administration has made such deductions:

- (1) Name and department of the faculty member;

UNF – UFF Collective Bargaining Agreement 2014-2017

- (2) Biweekly salary of the faculty member;
- (3) Amounts deducted from the faculty member's salary.
- (c) The University Administration shall provide this list in electronic form.
- (d) The University Administration shall promptly provide the UFF with a copy of any written authorization from a faculty member terminating dues or other deductions.

5.4 Termination of Deduction. The University Administration's responsibility for deducting dues and other authorized deductions from a faculty member's salary shall terminate automatically upon either

- (a) thirty (30) days written notice from the faculty member to the University Administration revoking that faculty member's prior deduction authorization, or
- (b) the termination of employment of the authorizing faculty member.

5.5 Reinstatement of Deduction. The University Administration or representative shall reinstate dues deductions for faculty members who have previously filed authorization for dues deduction and are subsequently placed in leave without pay status, or who participate in the Phased Retirement Program, upon commencement of full- or part-time employment at the University.

5.6 Indemnification. The UFF assumes responsibility for:

- (a) All claims against the Board of Trustees and/or the University Administration, including the costs of defending such actions, arising from their compliance with this Article, and
- (b) All monies deducted under this Article and remitted to the UFF. The UFF shall promptly refund to the University Administration any excess monies received under this Article.

5.7 Exceptions. The University Administration will not deduct any UFF fines, penalties, or special assessments from the pay of any faculty member, nor is the University Administration obligated to provide more than three payroll deduction fields for the purpose of making deductions described in this Article.

5.8 Termination of Agreement. The University Administration's responsibilities under this Article shall terminate automatically upon

- (a) decertification of the UFF or the suspension or revocation of its certification by the Florida Public Employees Relations Commission, or
- (b) revocation of the UFF's deduction privilege by the Florida Public Employees

UNF – UFF Collective Bargaining Agreement 2014-2017

Relations Commission.

**ARTICLE 6
CONSULTATION BETWEEN THE UNIVERSITY AND THE UFF**

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

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

UNF – UFF Collective Bargaining Agreement 2014-2017

**ARTICLE 7
MAINTENANCE OF BENEFITS**

7.1 The rights and benefits provided by this Agreement shall apply to any faculty member who is or becomes a member of the bargaining unit and may not be waived by any faculty member, except with the consent of the UFF.

7.2 The UFF, the Board of Trustees, and the University Administration further acknowledge that established rights and benefits cannot be changed without providing the opportunity for negotiation.

**ARTICLE 8
UNF RULES AND POLICIES**

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

8.2 Notice of Proposed Policies or Rules.

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

8.3 Inconsistencies with Agreement.

- (a) If there is an inconsistency between an existing University rule or policy and an express provision of this Agreement, such rule or policy shall not apply to bargaining unit faculty members.
- (b) No new or amended University rule, policy, or resolution shall apply to bargaining unit faculty members if it conflicts with an express term of the Agreement or, in the absence of an express term, established past practice.
- (c) If any rule, policy, or resolution proposed by the University Administration has a direct and substantial impact on wages, hours, or terms or conditions of employment, the University Administration shall, upon UFF's request, engage in collective bargaining with respect to the impact of the change prior to implementing it.

ARTICLE 9
GUIDELINES FOR APPLICATION OF UNIVERSITY CRITERIA

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

9.2 Guidelines for Application of University Criteria on Performance Evaluations.

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

9.3 Guidelines for Application of University Criteria for Tenure.

- (a) Judgments of academic excellence are complex. They cannot easily be reduced to a quantitative formula, nor can the considerations that must be applied in each individual case be completely described in general terms or by numbers alone, separate from necessary qualitative assessments. On the other hand, faculty members seeking tenure must have available to them a description of what tangible accomplishments would normally qualify a candidate for tenure, assuming that the accomplishments are of excellent quality.
- (b) In order to provide guidance to tenure-earning faculty members regarding the expectations for achieving tenure, each unit may adopt guidelines for application of University Criteria for tenure in terms more appropriate or specific to the unit’s discipline. These guidelines may indicate
 - 1. the breadth and depth of accomplishments in teaching, research/scholarship/creative activity, and professional service that would

UNF – UFF Collective Bargaining Agreement 2014-2017

normally qualify a candidate for tenure assuming that the accomplishments are of excellent quality;

2. appropriate combinations of such accomplishments that would normally qualify a candidate for tenure assuming that the accomplishments are of excellent quality; and
 3. how the breadth and depth of the appropriate accomplishments will be evaluated.
- (c) With respect to research/scholarship/creative activity, each unit may develop guidelines for the standard of excellence that are consistent with the University's publicly articulated mission. These guidelines may also
1. address the relative value of different categories of research/scholarly/creative activity and the outlets in which candidates might be reasonably expected to publish, exhibit, or perform; and
 2. provide a general range of the number of publications, exhibitions, or performances that candidates might be reasonably expected to publish, exhibit, or perform in the various outlets that the unit specifies in (c) 1. above. It should be understood that merely having accomplishments within the qualifying general range without the required standard of excellence shall not guarantee that the faculty member will receive tenure. Conversely, a faculty member may qualify for tenure with accomplishments that fall below the qualifying general range but are of extraordinary quality.
- (d) The guidelines may clarify, but shall not delete from, conflict with, or change in any substantive manner, the University Criteria for tenure described in Article 19.5 (b). No provision of the guidelines shall be inconsistent with the provisions of this Agreement or with the mission and goals of the unit or of the University.

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

- (a) Judgments of academic performance are complex. They cannot easily be reduced to a quantitative formula, nor can the considerations that must be applied in each individual case be completely described in general terms or by numbers alone, separate from necessary qualitative assessments. On the other hand, faculty members seeking promotion must have available to them a description of what tangible accomplishments would normally qualify a candidate for promotion, assuming that the accomplishments are of excellent (promotion from Assistant Professor to Associate Professor) or outstanding (promotion from Associate Professor to Professor) quality.
- (b) In order to provide guidance to faculty members regarding the expectations for

UNF – UFF Collective Bargaining Agreement 2014-2017

achieving promotion, each unit may adopt guidelines for the application of University Criteria on promotion for tenured and tenure-earning faculty in terms more appropriate or specific to the unit's discipline(s).

- (1) These guidelines may indicate
 - a. the breadth and depth of accomplishments in teaching, research/scholarship/creative activity, and professional service that would normally qualify a candidate for promotion assuming that the accomplishments are of excellent quality in the case of promotion to Associate Professor and outstanding quality in the case of promotion to Professor;
 - b. appropriate combinations of such accomplishments that would normally qualify a candidate for promotion assuming that the accomplishments are of excellent quality in the case of promotion to Associate Professor and outstanding quality in the case of promotion to Professor; and
 - c. how the breadth and depth of the appropriate accomplishments will be evaluated.
- (2) With respect to research/scholarship/creative activity, each unit may develop guidelines for the standards of "excellent" and "outstanding" that are consistent with the University's publicly articulated mission. These guidelines may also
 - a. address the relative value of different categories of research/scholarly/creative activity and the outlets in which candidates might be reasonably expected to publish, exhibit, or perform; and
 - b. provide a general range of the number of publications, exhibitions, or performances that candidates might be reasonably expected to publish, exhibit, or perform in the various outlets that the unit specifies in a. above. It should be understood that merely having accomplishments within the qualifying general range without the required standards of "excellent" or "outstanding" shall not guarantee that the faculty member will receive promotion. Conversely, a faculty member may qualify for promotion with accomplishments that fall below the qualifying range but are of extraordinary quality.
- (3) The guidelines may clarify, but shall not delete from, conflict with, or

UNF – UFF Collective Bargaining Agreement 2014-2017

change in any substantive manner, the University Criteria for promotion described in Article 20.3 (b). No provision of the guidelines shall be inconsistent with the provisions of this Agreement or with the goals of the unit or of the University.

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

- (a) Judgments of excellent or outstanding performance are complex. They cannot easily be reduced to a quantitative formula, nor can the considerations that must be applied in each individual case be completely described in general terms or by numbers alone, separate from necessary qualitative assessments. On the other hand, library faculty members seeking promotion must have available to them a description of what tangible accomplishments would normally qualify a candidate for promotion, assuming that the accomplishments are of excellent (promotion from Assistant University Librarian to Associate University Librarian) or outstanding (promotion from Associate University Librarian to University Librarian) quality.
- (b) In order to provide guidance to library faculty regarding the expectations for achieving promotion, the library may adopt guidelines for the application of University Criteria governing the promotion of library faculty in terms more appropriate or specific to the Library's discipline(s).
 - (1). These guidelines may indicate
 - a. the breadth and depth of accomplishments showing increasing responsibility and/or continuing growth in the profession, successful application of knowledge of library science in the development and organization of the library collection and/or facilitation of the use of library services and resources, professional and intellectual development, creative accomplishments, contributions to the University and the profession, and any other considerations that would normally qualify a candidate for promotion assuming that the accomplishments are of excellent quality in the case of promotion to Associate University Librarian and outstanding quality in the case of promotion to University Librarian;
 - b. appropriate combinations of such accomplishments that would normally qualify a candidate for promotion assuming that the accomplishments are of excellent quality in the case of promotion to Associate University Librarian and outstanding quality in the case of promotion to University Librarian; and

UNF – UFF Collective Bargaining Agreement 2014-2017

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

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

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

(a) Judgments of academic performance are complex. They cannot easily be reduced to a quantitative formula, nor can the considerations that must be applied in each individual case be completely described in general terms or by numbers alone, separate from necessary qualitative assessments. On the other hand, faculty members seeking promotion must have available to them a description of what tangible accomplishments would normally qualify a candidate for promotion, assuming that the accomplishments are of excellent (promotion from Instructor or Lecturer to Associate Instructor or Associate Lecturer) or outstanding (promotion from Associate Instructor or Associate Lecturer to University Instructor or University Lecturer) quality.

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

(1) These guidelines may indicate

a. the breadth and depth of accomplishments in teaching and professional service that would normally qualify a candidate for promotion assuming that the accomplishments are of excellent quality in the case of promotion to Associate Instructor or Associate Lecturer and outstanding quality in the case of promotion to University Instructor or University Lecturer;

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

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

UNF – UFF Collective Bargaining Agreement 2014-2017

evaluated.

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

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

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

- (a) The chair and faculty members of the unit shall familiarize themselves with any existing guidelines, the mission and goals of the unit and the University, and this Agreement, before the chair and faculty members begin the development or revision process. The faculty in the unit may, in conjunction with the chair or director of the unit prepare draft guidelines, a copy of which will be provided to each faculty member within the unit for review. All affected faculty members of the unit shall have the right to participate in the development of, and vote on, such guidelines. If the guidelines are developed by means of a committee, the committee shall be comprised of faculty members representative of all affected faculty members of the unit and elected by the faculty members of the unit. Following a reasonable period of time for review, the draft guidelines will be submitted to the faculty in the unit for approval by a vote. The vote shall be conducted in a lawful manner which is intended to assure a free and voluntary exercise of choice.
- (b) Draft guidelines approved by a majority of the affected faculty in the unit shall be forwarded to the dean for review and approval. The dean shall have thirty (30) days from receipt of the draft guidelines to review them to ensure that they comply with this Agreement and with the mission and goals of the University, and to either approve the draft guidelines or return them to the unit for revision. If the dean approves the proposed guidelines, the guidelines shall be submitted to the Provost for promulgation.
- (c) If the dean objects to any provision of the proposed guidelines, the dean shall return the guidelines to the unit, together with his/her written objections. The faculty in the unit shall consider the dean's written objections and, may, within sixty (60) days after receiving the dean's objections, submit revised guidelines to the dean. If the faculty resubmit guidelines modified consistent with the dean's prior objections, the dean shall submit the revised guidelines to the Provost for promulgation.

UNF – UFF Collective Bargaining Agreement 2014-2017

- (d) If the faculty do not resubmit revised guidelines to the dean, the guidelines shall be modified by the dean consistent with the dean's prior written objections and submitted to the Provost for promulgation.
- (e) The Provost will review the guidelines to ensure they do not delete from, conflict with, or change in any substantive manner, the University Criteria and that they are consistent with the provisions of this Agreement and with the mission and goals of the department and of the University. Upon acceptance and promulgation by the Provost, the guidelines shall thereafter be used by the chair/supervisor(s) in applying the University Criteria.
- (f) If the faculty and the dean cannot reach agreement on the guidelines, or if the Provost declines to accept and promulgate the guidelines, the proposed guidelines and the dean's recommendations shall be submitted to the University Administration and UFF bargaining teams for immediate negotiation in accordance with Chapter 447, Part II, Florida Statutes.
- (g) The application or interpretation of the promulgated guidelines shall be grievable under this Agreement.
- (h) A copy of the guidelines shall be kept on file in the unit office, as well as posted on the University website. A copy of the guidelines shall also be provided to the UFF.

9.8 Periodic Review of Approved Guidelines.

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

**ARTICLE 10
ACADEMIC FREEDOM AND RESPONSIBILITY**

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

- (a) Academic freedom and responsibility are essential to the University and apply to teaching, research/creative activities, and professional, public, and University service. The University Administration and the UFF also affirm that academic freedom is accompanied by corresponding faculty and Administration responsibilities, arising from the nature of the educational process.
- (b) In order to ensure within the University an atmosphere of academic freedom,
 - (1) Neither the University Administration nor its representatives shall apply any provision in this Agreement in such a way as to violate any faculty member’s academic freedom or to penalize a faculty member for the legitimate exercise of academic freedom.
 - (2) The University Administration shall protect members of the faculty against infringement of their academic freedom.

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

- (a) Teaching and Research/Creative Activity. Faculty members shall have the freedom to
 - (1) Present and discuss academic subjects relevant to the course of instruction, including controversial material, frankly and in a forthright manner.
 - (2) Select instructional materials and define course content (unless the affected department faculty decide to make group decisions), and determine grades. The grade a current faculty member has determined for a student’s performance shall not be changed without the faculty member’s consent, except through the following appeal process:
 - a. A student requesting a grade change must initiate an appeal to the faculty member. If the faculty member approves the grade change request, the faculty member shall provide a change of grade to Enrollment Services Processing.

UNF – UFF Collective Bargaining Agreement 2014-2017

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

UNF – UFF Collective Bargaining Agreement 2014-2017

- (3) Freely engage in scholarly and creative activity and publish the results.
- (b) Service. Service includes, but is not limited to, participation in the governance processes of the University, which is a fundamental aspect of academic freedom. Faculty shall have freedom to present ideas and discuss, frankly and in a forthright manner, academic policy, University governance, or other matters pertaining to the University.

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

- (a) Observe and uphold the commonly accepted ethical standards of the academy, which includes being forthright and intellectually honest in the pursuit and communication of scientific and scholarly knowledge;
- (b) Treat students, staff, and colleagues in a civil manner consistent with the provisions of this article and the article on nondiscrimination;
- (c) Respect the integrity of the evaluation process, including the privacy rights of students under law; and evaluate students, staff, and colleagues fairly according to the criteria and procedures specified in the evaluation process;
- (d) Represent oneself as a spokesperson for the University only when specifically authorized to do so;
- (e) Participate, as appropriate, in the system of academic governance, especially at the department/unit level.
- (f) Observe the published rules and regulations of the University, provided the rules and regulations do not contravene academic freedom, which includes the faculty member's right to responsibly criticize and seek revision of those rules and regulations; and
- (g) Refrain from engaging in either a pattern of behavior or a single, egregious instance of behavior that disrupts or obstructs the orderly and effective functioning of the department, college, or University.¹

¹ This section shall not be construed or used to inhibit vigorous and tough-minded academic disagreements which are a vital aspect of academic freedom. Disruptive or obstructive behavior must be demonstrated by timely documentation in the faculty member's evaluation file. The University Administration and the UFF recognize that academic freedom is accompanied by corresponding responsibilities, including the duty to exercise appropriate restraint and to show appropriate respect for the right of others to hold differing opinions. Consequently, while academic disagreements are part of the orderly functioning of a university, appropriate constructive cooperation is also critical to the faculty member's effective performance as a member of the academy. The parties recognize that

UNF – UFF Collective Bargaining Agreement 2014-2017

10.4 Academic Responsibility of the Board and the University Administration. Academic freedom is accompanied by corresponding responsibilities of the Board and the University Administration. Academic responsibility implies a commitment to actively foster within the University a climate favorable to the responsible exercise of academic freedom. Therefore, it is the responsibility of the Board and the University Administration to:

- (a) Ensure that academic freedom is not stifled or compromised;
- (b) Treat students, staff, and faculty members in a civil manner consistent with the provisions of this article and the article on nondiscrimination;
- (c) Respect the integrity of the evaluation process, including the privacy rights under law of the students, faculty members, and staff; and evaluate students, faculty members, and staff fairly according to the criteria and procedures specified in the evaluation process;
- (d) Prohibit unauthorized persons from entering or interrupting a faculty member's classroom or laboratory, except with prior permission from the responsible faculty member, or during legitimate emergencies. This exclusion shall not apply to administrators who are responsible for evaluating the faculty member and who have followed the provisions of the Evaluation article. At the faculty member's request, University Administration shall take appropriate action to enforce this subsection;
- (e) Respect and adhere to the principles of academic governance;
- (f) Observe the published rules and regulations of the University, provided that the rules and regulations do not contravene academic freedom, which includes the faculty member's right to responsibly criticize and seek revision of those rules and regulations; and
- (g) Refrain from engaging in behavior that directly undermines academic freedom as described in this article or otherwise disrupts or obstructs the orderly and effective functioning of the department, college, or University.

there is a point beyond which behavior exceeds the reasonable bounds of academic freedom, and becomes disruptive and obstructive to the orderly and effective functioning of the institution. At that point, the faculty member's behavior is beyond the protection of academic freedom.

ARTICLE 11
NONDISCRIMINATION, EQUAL OPPORTUNITY, AND DIVERSITY

11.1 Statement of Intent. The Trustees, the University Administration, and the UFF fully support all laws and University regulations and policies intended to provide students, faculty, staff, vendors, visitors or others, an environment where they can work, study and interact with each other in a safe and dignified learning community free from any form of discrimination, harassment, or sexual misconduct. The parties recognize their obligations under federal and State laws, and University regulations prohibiting discrimination and harassment, and have made clear their support for diversity, affirmative action, and equal employment opportunity. They desire to assure equal employment opportunities within the University and have, in this Agreement and elsewhere, undertaken programs to ensure equitable opportunities for faculty members to receive salary adjustments, tenure, promotion, sabbaticals, and other benefits.²

The parties further recognize that a university is a unique learning environment in which its diverse community members have the right to exercise protected free speech in expressing their differing opinions as guaranteed by the First Amendment and in an environment in which its faculty has the academic freedom to provoke thought and debate and to engage in open discourse related to their individual areas of academic instruction. Thus, in exercising the standards put forth in this article, the University will not abridge either free speech or academic freedom based on its context. This statement of intent is not intended to be subject to Article 31, Grievance Procedure and Arbitration.

11.2 Policy.

- (a) The Trustees, the University Administration, and the UFF shall not commit or permit discrimination against any member of the University community based upon race, color, sex (inclusive of Title IX), religion, gender identity/expression, sexual orientation, national origin, age, veteran status, disability, political affiliation, or marital status, nor shall the Trustees, the University Administration or the UFF commit or permit retaliation against an individual who complains of discrimination or harassment or an individual who cooperates in an investigations of an alleged violation of law or University regulation (http://www.unf.edu/president/policies_regulations/01-General/1_0060P.aspx). Similarly, the Trustees, the University Administration, and the UFF shall not abridge any rights of faculty members related to union activity granted under Chapter 447, Florida Statutes, including but not limited to the right to assist or to refrain from assisting the UFF. Personnel decisions shall be based on job-related criteria and performance.
- (b) Sexual Misconduct.

² See the University's Non-Discrimination, Equal Opportunity and Diversity Regulation (1.0040R) (http://www.unf.edu/president/policies_regulations/01-General/1_0040R.aspx) and Sexual Misconduct Regulation (1.0050R) (http://www.unf.edu/president/policies_regulations/01-General/1_0050R.aspx) for further discussion and guidance.

UNF – UFF Collective Bargaining Agreement 2014-2017

Sexual Misconduct includes sexual exploitation, sexual harassment, non-consensual sexual contact, and non-consensual sexual intercourse. Sexual misconduct violates University policy and federal civil rights law and may also be subject to criminal prosecution. The Trustees, University Administration and the UFF are committed to fostering an environment that promotes prompt reporting of all types of sexual misconduct and timely and fair resolution of sexual misconduct complaints. (http://www.unf.edu/president/policies_regulations/01-General/1_0050R.aspx).

As a recipient of federal funds, the university is required to comply with Title IX of the Higher Education Amendments of 1972, 20 U.S.C. §1681 *et seq.* (“Title IX”)³, which prohibits discrimination on the basis of sex in education programs or activities. Sexual misconduct, as defined in this regulation, is a form of sex discrimination prohibited by Title IX.

- (c) Sexual harassment is a prohibited form of sex discrimination. “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, or other verbal (including written and electronic communication) or physical conduct of a sexual nature from any person when:
 - (1) Submission to such conduct or request is made either explicitly or implicitly a term or condition of a student’s status in a course, program, or activity; or of academic achievement; or
 - (2) Submission to such conduct or request is made either explicitly or implicitly a term or condition of an individual’s employment, salary increase, position advancement, or other employment-related benefits; or
 - (3) Submission to or rejection of such conduct or request by an individual is used as the basis for an academic decision or employment decision affecting such individual; or
 - (4) Such conduct is sufficiently serious (i.e., severe, persistent, or pervasive) to deny or limit a student’s ability to participate in or benefit from the University’s educational programs or activities or such conduct is sufficiently severe, persistent, or pervasive so as to alter the conditions of, or have the purpose and effect of substantially interfering with, a faculty or staff member’s employment by creating an intimidating, hostile, or offensive working environment.

- (d) Amorous and Sexual Relationships. When persons in positions of unequal power engage in amorous or sexual relationships (e.g., between a supervisor and an employee, faculty member and student, or staff member and student) the person of greater power places him/herself themselves at risk of being accused of sexual harassment, either during the relationship or after the relationship ends.

³ Title IX requires that the University have a statement of policy and procedure for handling complaints of Sexual Misconduct. 20 U.S.C. § 1092 (1) (7) and 1681 (a). The University’s Sexual Misconduct Regulation constitutes that statement.

UNF – UFF Collective Bargaining Agreement 2014-2017

Accordingly, the Trustees, University Administration and the UFF prohibit amorous or sexual relationships where an individual in the relationship is in a position to exercise authority such that it would impact the educational or work performance of the other individual, unless an alternative mechanism for effective oversight has been provided at the next higher level to ensure no conflict of interest is present. (see Amorous or Sexual Relationships Policy 13.0060P http://www.unf.edu/president/policies_regulations/01-General/1_0070P.aspx) (see also the Academic Freedom and Responsibility Article, Section 10.3). These relationships may also involve a conflict of interest (see Article 26 Conflict of Interest/Outside Activity).

- (e) Retaliation. Retaliating, or otherwise taking adverse employment or educational action, against a member of the university community because they in good faith reported sexual misconduct, or participated in an investigation or review regarding a complaint, is strictly prohibited. Those found to have violated this prohibition against retaliation will be subject to disciplinary action up to and including termination.
- (f) Reporting Discrimination, Harassment, or Sexual Misconduct. All faculty are required to promptly report to the University's Office of Equal Opportunity and Diversity (EOD) or alternatively to their department chair, dean, or applicable academic administrator allegations, reports, or instances of alleged discrimination, harassment or sexual misconduct by or against a student, staff, or faculty member in violation of the University's Non-Discrimination, Equal Opportunity and Diversity and Sexual Misconduct regulations. Persons to whom alleged acts of discrimination, harassment, or sexual misconduct are reported must then promptly report the matter to the EOD (either verbally or through written communications).
- (g) Investigation of Charges of Discrimination. Charges of discrimination, including those filed by faculty members against students, alleging unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature that constitutes sexual harassment, shall be promptly reviewed/investigated according to established University procedures. No faculty member reviewed/investigated under such procedures shall be disciplined until such review is complete and a finding of discrimination has been issued.

Notwithstanding the provisions of Article 18.2(c) 4, whenever the University receives information that a faculty member is engaging in behavior in the classroom which could create potential liability to the University, and in order to protect the interests of both the University and the faculty member, a chair/supervisor or other University representative may conduct unannounced observation/visitation of that faculty member's classroom for the purpose of investigating the allegations.

If after the completion of the review/investigation, any finding of discrimination is made, a record of the complete findings will be placed in the

UNF – UFF Collective Bargaining Agreement 2014-2017

faculty member's evaluation file. If no finding of discrimination on any charge or complaint is made, no record of the charge or complaint will be placed in the faculty member's evaluation file unless the faculty member requests in writing that a record of the complete review/investigation be placed in the evaluation file.

11.3 Access to Documents. No faculty member shall be refused a request to inspect and copy documents relating to the faculty member's claim of discrimination, except for records which are exempt from the provisions of the Public Records Act, Chapter 119, Florida Statutes, provided, however, that the University Administration may charge for copies of documents in accordance with law, rule, University procedures, and this Agreement.

11.4 Consultation. As part of the consultation process described in the Consultation article, the parties agree to discuss efforts made to appoint and retain women and minority faculty members.

11.5 Grievance Procedures. Claims of discrimination by the Trustees or the University Administration may be presented as grievances pursuant to Article 31, Grievance Procedure and Arbitration. It is the intent of the parties that matters which may be presented as grievances under Article 31, Grievance Procedure and Arbitration, be so presented and resolved thereunder instead of using other procedures. The UFF agrees not to process cases arising under this Article when alternate procedures to Article 31 are initiated by the grievant, except as specifically provided for in the Grievance Procedure and Arbitration Article, Section 31.1(b).

**ARTICLE 12
APPOINTMENT**

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

12.2 Procedure.

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

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

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

(d) Hiring Administrator's Decision.

(1) If a Faculty Search Committee cannot make a recommendation as per Section 12.2(c) above, then the hiring administrator may ask the

UNF – UFF Collective Bargaining Agreement 2014-2017

Committee to consider additional candidates from the remaining pool of candidates.

- (2) Prior to making a recommendation to hire a candidate to fill a bargaining unit vacancy, the Chair or the Dean of the Library shall meet with the faculty members in the department /library to discuss the recommendations of the faculty search committee and shall make the faculty's views known to the hiring administrator.
- (3) After receiving input from the faculty, the University Administration shall appoint the candidate it deems most qualified based upon the candidates' qualifications and competencies, and the approved standards and criteria.

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

- (a) Date
- (b) Classification title/rank and code
- (c) Appointment status
- (d) College and department, or other employment unit
- (e) Length of the appointment
- (f) Percent of full-time effort (FTE) assigned
- (g) Salary rate
- (h) A statement that the position is (1) tenured, (2) non-tenure earning, or (3) tenure-earning. If a year of service at another institution is being credited towards promotion to Professor, a statement to that effect shall be included.
- (i) A statement informing the faculty member of his/her obligation to report all compensated outside activity and any non-compensated activity that the faculty member should reasonably perceive to be a conflict of interest.
- (j) A statement of any special conditions of employment detailed in the letter of offer. If a condition of employment outlined in the letter of offer is not reflected in the employment contract, such special condition shall be operative and the employment contract shall be revised accordingly.

UNF – UFF Collective Bargaining Agreement 2014-2017

- (k) A statement that the appointment is subject to the Constitution and law of the State of Florida and the United States, the rules of the University, and the provisions of this faculty Collective Bargaining Agreement.
- (l) The following statement if the appointment is not subject to notice of non-reappointment: “Your employment under this contract will cease on the date indicated. No further notice of cessation of employment is required.” Those appointments not subject to notice of non-reappointment are set forth in Article 13.2.
- (m) The statement: “The faculty Collective Bargaining Agreement prohibits discrimination against any faculty member based upon race, color, sex (inclusive of Title IX), gender identity/expression, sexual orientation, religion, national origin, age, veteran status, disability, political affiliation, marital status, or faculty rights related to union activity as granted under Chapter 447, Florida Statutes. The Agreement prohibits retaliation against an individual who complains of discrimination or harassment or an individual who cooperates in an investigation of an alleged violation of law or University regulation. A claim of such discrimination against the University may be presented as a grievance pursuant to the provisions of the Grievance and Arbitration article.
- (n) A statement that the faculty member’s signature on the employment contract shall not be deemed a waiver of the right to process a grievance with respect to compliance with provisions of the Agreement.
- (o) A statement that the salaries of faculty members in the department and the salaries of faculty in the same rank are a matter of public record and are available for review in the department office and in the Office of Human Resources.
- (p) The statement: “If you have not been provided with a copy of the faculty collective Bargaining Agreement, notify your supervisor and you will be given one.”

12.4 Appointments.

- (a) Salary Rate Calculation and Payment. The biweekly salary rate of faculty serving on calendar-year appointments shall be calculated by dividing the calendar-year salary rate by the actual number of pay periods in the calendar year.
- (b) The academic year faculty contract shall normally be for thirty-nine (39) consecutive weeks and shall begin on the same date. However, the University Administration and the UFF recognize that there are exceptions to this provision and agree that the full academic-year salary rate associated with such appointments shall be paid across the appointment period.
- (c) Change in Appointments.

UNF – UFF Collective Bargaining Agreement 2014-2017

- (1) Faculty members shall serve on either an academic-year or a calendar-year appointment.
- (2) A faculty member serving on a calendar-year appointment may request an academic-year appointment. Similarly, a faculty member serving on an academic-year appointment may request a calendar-year appointment. The President or designee shall carefully consider such requests. If the requested change is denied, the President or designee shall provide written notice of the reasons for the denial.
- (3) If approved by the President or representative, and assuming that the assigned responsibilities remain substantially the same, a faculty member's base salary shall be adjusted by nine-twelfths (9/12th) when changing from a calendar-year appointment to an academic-year appointment, or by twelve-ninths (12/9th) when changing from an academic-year appointment to a calendar-year appointment. For the purpose of calculating the base salary, any stipend must be eliminated before salary adjustments are made.
- (4) The University Administration shall establish a written policy, which shall be available in the Office of Academic Affairs, for adjusting to an academic-year salary the calendar-year salary of faculty members who are entering the bargaining unit from administrative duties and who have had no previous bargaining unit salary to adjust back to as described in paragraph (3) above.

12.5 Visiting Appointments.

- (a) A visiting appointment shall be made only to a person having appropriate professional qualifications. Under normal circumstances, the individual is employed as a visiting faculty member on a particular line for a period of only one academic year. A visiting appointment is not subject to the notice of non-reappointment provided in Article 13.2.
- (b) Upon the effective date of this Agreement, visiting appointments may be extended past the normal one-year period to a maximum of three years in the following circumstances:
 - (1) the appointment is a temporary appointment for which a search for a regular full-time faculty position is either in process or planned to commence in the foreseeable future, or
 - (2) the appointment is to substitute for a faculty member on sabbatical or approved leave.

UNF – UFF Collective Bargaining Agreement 2014-2017

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

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

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

12.7 Multi-Year Appointments.

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

- (1) Individuals who have held the rank of associate or full professor for at least five (5) years at another institution of higher education. No more than six (6) such individuals shall hold multi-year appointments at the same time.
- (2) Individuals who have officially retired from universities or other organizations who meet the required standards, qualifications, competencies, and criteria.

(b) Criteria and Procedures.

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

UNF – UFF Collective Bargaining Agreement 2014-2017

- (2) In the event the University Administration is willing to consider a successive multi-year appointment for an individual faculty member, The faculty member will be advised no later than three (3) months prior to the end of the penultimate year of the appointment that to be considered for a successive multi-year appointment, the faculty member must submit a request and written documentation to his/her Chair or supervisor. Prior to making a recommendation on this issue, the Chair or the Dean of the Library shall consult with the faculty members of equal or higher rank in the department/library and shall make the faculty's views known to the hiring administrator. The University Administration shall endeavor to notify the faculty member in writing by July 1, but in no event later than the beginning of the final year of the faculty member's current appointment, of its decision to offer or not offer a successive appointment of any type (multi-year or annual). An individual faculty member may not receive successive multi-year appointments which total, in the aggregate, more than ten (10) years.
- (c) Faculty members who are under multi-year contracts cannot be terminated during the contract period except for just cause or layoff.

ARTICLE 13
NON-REAPPOINTMENT AND RESIGNATIONS

13.1 No Property Right. No appointment shall create any right, interest, or expectancy in any other appointment beyond its specific terms, except as provided in the Layoff and Recall Article, Section 33.2 and Tenure Article, Section 19.1(b).

13.2 Notice.

- (a) The following faculty members are entitled to the following written notice that they shall not be offered further appointment.
 - (1) For faculty members in their first two (2) years of continuous university service, one semester (or its equivalent, 19.5 weeks, for faculty members appointed for more than an academic year);
 - (2) For faculty members with two (2) or more years of continuous university service, one (1) year;
 - (3) For faculty members who are on “soft money,” e.g., contracts and grants, sponsored research funds, and grants and donations trust funds, and who had five (5) or more years of continuous university service as of June 30, 1991, one (1) year;
 - (4) For faculty members who are on “soft money.” e.g., contracts and grants, sponsored research funds, and grants and donations trust funds, and who had five (5) or more years of continuous university service (but not as of June 30, 1991), ninety (90) days (contingent upon funds being available in the contract or grant).
- (b) The following faculty members are not entitled to notice that they shall not be offered further employment.⁴
 - (1) Faculty members who are appointed for less than one (1) academic year;
 - (2) Faculty members who are appointed to a visiting appointment;
 - (3) Faculty members employed in an auxiliary entity;
 - (4) Faculty members who are on “soft money,” e.g., contracts and grants, sponsored research funds, and grants and donations trust funds, who are in their first five (5) years of continuous service.

⁴ Multi-year appointments are governed by 12.7.

UNF – UFF Collective Bargaining Agreement 2014-2017

- (c) Faculty members who are not entitled to notice that they shall not be offered further employment shall have the following statement included in their employment contracts:

Your employment under this contract shall cease on the date indicated. No further notice of cessation of employment is required.

- (d) A faculty member who is entitled to written notice of non-reappointment in accordance with the provisions of this Section 13.2 who receives written notice that the faculty member shall not be offered further appointment shall be entitled, upon written request within twenty (20) days following receipt of such notice, to a written statement of the basis for the decision not to reappoint. Thereafter, the President or representative shall provide such statement within twenty (20) days following receipt of such request. All such notices and statements are to be sent by certified mail, return receipt requested, or delivered in person to the faculty member with written documentation of receipt obtained.
- (e) The provision of notice under this section does not provide rights to a summer appointment beyond those provided in Summer Appointments and Assignments, Article 17.

13.3 Grievability. A faculty member who receives written notice of non-reappointment may contest the decision pursuant to Article 31, Grievance Procedure and Arbitration. The deadline for requesting an informal resolution pursuant to Section 31.6 shall be calculated from the date of receipt of the notice of non-reappointment, if no statement of the basis for the decision not to reappoint is requested pursuant to Section 13.2 (d), or from the date of receipt of the statement of the basis for the decision not to reappoint, if such statement is requested. Provided, however, if the written notice of non-reappointment is the result of the exercise of a managerial right by the University under Article 3, Management Rights, to layoff the faculty member, the faculty member shall have no right to contest the decision pursuant to Article 31, Grievance Procedure and Arbitration.

13.4 Non-Reappointment Considerations. If the decision not to reappoint was based solely upon adverse financial circumstances, reallocation of resources, reorganization of degree or curriculum offerings or requirements, reorganization of academic or administrative structures, programs, or functions, and/or curtailment or abolition of one or more programs or functions, the University shall take the following actions:

- (a) Make a reasonable effort to locate appropriate alternative or equivalent employment within the University; and
- (b) For a period of two years following the initial notice of non-reappointment, should an opportunity for re-employment arise, offer the former faculty member, who is not otherwise employed in an equivalent full-time position, re-employment in the same or similar position at the University.

UNF – UFF Collective Bargaining Agreement 2014-2017

- (1) All persons on the recall list shall regularly be sent the University's position vacancy announcements. For this purpose, it shall be the former faculty member's responsibility to keep the University advised of his/her current address.
- (2) Any offer of re-employment pursuant to this section must be accepted within fifteen (15) days after the date on which the offer was mailed, such acceptance to take effect not later than the beginning of the semester immediately following the date the offer was made.
- (3) In the event an offer of re-employment is not accepted, the former faculty member shall receive no further consideration pursuant to this Article.

13.5 Resignation. A faculty member 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.

13.6 Notice Document. Notice of appointment and non-reappointment shall not be contained in the same document.

**ARTICLE 14
ASSIGNMENT OF RESPONSIBILITIES**

14.1 Policy.

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

14.2 Considerations in Teaching Assignment.

- (a) The Trustees and the UFF recognize that while the Legislature has described the minimum full academic assignment for teaching faculty in terms of twelve (12) contact hours of instruction or equivalent research/scholarship and service, the

UNF – UFF Collective Bargaining Agreement 2014-2017

professional obligation undertaken by a faculty member will ordinarily be broader than that minimum, and is not easily quantifiable.

- (b) In making assignments, subject to the provisions of this Agreement, the University Administration has the right to determine the types of duties and responsibilities that comprise the professional obligation and to determine the mix or relative proportion of effort a faculty member may be required to expend on the various components of the obligation. Additionally, the parties recognize that if the University Administration exercises this right in a manner that has a direct and substantial impact upon terms and conditions of employment, the University Administration shall provide the UFF with the opportunity to engage in collective bargaining with regard to the impact of such changes before implementing them.
- (c) In making teaching assignments, the University Administration shall be primarily guided by the needs of the program or department/unit. The University Administration shall also be guided by the following considerations:
 - (1) the faculty member's qualifications, experience, professional growth and development, and preferences;
 - (2) the character of the teaching assignment, including but not limited to
 - a. the number of hours of instruction,
 - b. the distribution of day, evening and weekend courses which is fair and reasonable under the circumstances,
 - c. the number of hours between the beginning of the first assignment and the end of the last assignment in any one day (normally a maximum of 8 hours),
 - d. the number of hours between the end of the last assignment and the beginning of the next assignment (normally at least 12 hours),
 - e. the preparation required,
 - f. whether the faculty member has taught the course in the past,
 - g. the average number of students enrolled in the course in past semesters,
 - h. the time required by the course,
 - i. whether travel to another location is required,
 - j. the number of preparations required,

UNF – UFF Collective Bargaining Agreement 2014-2017

- k. the faculty member's assignments in other semesters,
 - l. the terms and conditions of a contract or grant from which the faculty member is compensated,
 - m. the use of instructional technology,
 - n. the availability and adequacy of materials and equipment, facilities, secretarial services, student assistants, and other support services needed to perform the assignments, and
 - o. any changes which have been made in the assignment, including those which may have resulted from previous evaluations of the faculty member; and
- (3 4) the equitable opportunity, in relation to other faculty members in the same department/unit, to fulfill applicable criteria for tenure, promotion, merit salary increases, or, if applicable, multi-year appointments.
- (d) The department chair/supervisor shall provide the teaching faculty member with the opportunity to consult about the course schedule and shall accommodate a faculty member's teaching preferences to the extent practicable. During the consultation, the department chair/supervisor shall discuss any contemplated change in the faculty member's assigned allocations for teaching, research/scholarship/creative activity, and service.
- (e) A teaching faculty member shall, upon written request, promptly be granted a conference with the person responsible for making the assignment to express concerns regarding the considerations listed in subsection 14.2(c). If the conference with the person responsible for making the course assignment does not resolve the faculty member's concerns, the faculty member shall, upon written request, promptly be granted an opportunity to discuss those concerns with an administrator at the next higher level. If the faculty member's concerns are not resolved, the administrator shall inform the faculty member of his/her right to address the matter through the expedited Neutral Umpire procedure described in Appendix "G".
- (f) No teaching faculty member's assignment shall be arbitrary or unreasonable.
- (1) For the purpose of applying this principle to teaching assignments, teaching assignments shall be deemed arbitrary or unreasonable if one or more of the following applies:
- a. The assignment was made without providing the faculty member the opportunity to consult about the assignment.

UNF – UFF Collective Bargaining Agreement 2014-2017

- b. After consulting with the faculty member, the University Administration did not make a fair and reasonable attempt to accommodate the faculty member's circumstances, including allowing reasonable time for research for those faculty members with research assignments. In this regard, the parties recognize the following:
 - 1. assignments are driven primarily by the program and curricular needs of the students in the programs in the department. The preferences and desires of the faculty members are secondary to these program and curricular needs.
 - 2. not all circumstances can be accommodated, and that inability to accommodate does not in and of itself represent an arbitrary or unreasonable assignment.
 - c. An assigned course is outside the faculty member's area of expertise and the faculty member has not agreed to teach the course.
 - d. The time between the beginning of the first teaching assignment and the end of the last teaching assignment in any one day exceeds eight hours, unless the faculty member has agreed to such an arrangement or there is no practicable alternative.
 - e. The time between the end of the last teaching assignment on one day and the beginning of the first teaching assignment for the next day is less than twelve (12) hours, unless the faculty member has agreed to such an arrangement or there is no practicable alternative.
 - f. If, in relation to other faculty members in the same department/unit, the assignment does not provide an equitable opportunity to meet the required criteria for promotion, tenure, merit salary increases, and, if applicable, multi-year appointments, or there has been no provision for a timely appropriate adjustment that corrects the inequity.
- (2) If a teaching faculty member believes that the assignment of a course is arbitrary or unreasonable, the faculty member should proceed to address the matter through the expedited Neutral Umpire procedures in Appendix "G" of this Agreement, which shall be the exclusive method for resolving such disputes. Other claims of alleged violations of the Agreement with respect to faculty assignments are subject to the provisions of the Grievance Procedure and Arbitration article.

14.3 Considerations in Assignments for Advisors, Curators, and Librarians.

UNF – UFF Collective Bargaining Agreement 2014-2017

- (a) The term “assignment,” as used in this section, refers to the general scope of a faculty member’s assigned duties and responsibilities. In making assignments, subject to the provisions of this Section, the University Administration has the right to determine the types of duties, responsibilities, and workload that comprise the professional obligation and to determine the mix or relative proportion of effort a faculty member may be required to expend on the various components of the obligation. Additionally, the parties recognize that if the University Administration exercises this right of assignment in a manner that has a direct and substantial impact upon terms and conditions of employment, the University Administration shall provide the UFF with the opportunity to engage in collective bargaining with regard to the impact of such changes before implementing them.
- (b) In making advisor, curator, and librarian assignments, the University shall be guided by the following considerations:
 - (1) the needs of the program or department/unit, and the needs of students and faculty;
 - (2) the advisor’s, curator’s, or librarian’s qualifications, experience, professional growth and development, and preferences;
 - (3) the character of the advising, curatorship, or librarianship assignment, including but not limited to
 - a. the terms and conditions of a contract or grant from which the faculty member is compensated; and
 - b. any changes which have been made in the assignment, including those which may have resulted from previous evaluations of the faculty member.
 - (4) the equitable opportunity, in relation to other faculty members in the same department/unit, to fulfill applicable criteria for promotion, merit salary increases, or, if applicable, multi-year appointments.
- (c) The department chair/supervisor shall provide the faculty member with the opportunity to consult about the assignment and shall accommodate a faculty member’s assignment preferences to the extent practicable.
- (d) No faculty member’s advising, curatorship, or librarianship assignment shall be arbitrary or unreasonable. For the purpose of applying this principle to assignments as described in this section, assignments shall be deemed arbitrary or unreasonable if one or more of the following applies:
 - (1) The assignment was made without providing the faculty member the

UNF – UFF Collective Bargaining Agreement 2014-2017

opportunity to consult about the assignment.

- (2) After consulting with the faculty member, the University Administration did not make a fair and reasonable attempt to accommodate the faculty member's circumstances. In this regard, the parties recognize the following:
 - a. assignments are driven primarily by the program and curricular needs of students and teaching faculty. The preferences and desires of the advisor, library, or curator faculty are secondary to these program and curricular needs.
 - b. not all circumstances can be accommodated, and that inability to accommodate does not in and of itself represent an arbitrary or unreasonable assignment.
- (3) An advising, curatorship, or librarianship assignment is outside the faculty member's area of expertise and the faculty member has not agreed to accept the assignment.
- (4) If, in relation to other faculty members in the same department/unit, the assignment does not provide an equitable opportunity to meet the required criteria for promotion, merit salary increases, and, if applicable, multi-year appointments, or there has been no provision for a timely appropriate adjustment that corrects the inequity.

14.4 Initial and Subsequent Assignments.

- (a) Communication of Assignment. Each instructional faculty member shall be provided a general written statement of his/her annual assignment of responsibilities in teaching, research/scholarship and other creative activities, professional service, and other duties assigned for that year. Each non-instructional faculty member shall also be provided a general written statement of his/her annual assignment of responsibilities. For returning faculty members, this assignment of responsibilities shall be included as part of the annual evaluation. New faculty members shall be informed of assigned duties as part of their letter of offer.
- (b) In order to facilitate the planning of course schedules, tentative written teaching assignments for the next academic year shall be provided no later than April 1 for returning faculty members and as soon as it can be done for new faculty members. If it can be done, the final assignment shall be communicated in writing no later than six weeks prior to the starting date of each term.
- (c) The assignment of responsibilities document shall be signed and dated by both the faculty member and the faculty member's chair/supervisor.
- (d) The period of instructional assignment during an academic year shall not exceed an

UNF – UFF Collective Bargaining Agreement 2014-2017

average of seventy-five (75) days per semester. A limited number of necessary meetings may be scheduled during the week after the ending of classes for each semester (exam week). Additionally, during the five (5) working days prior to the commencement of fall classes, faculty may be assigned scheduled duties including testing, advisement, meetings, and workshops. Within each semester, activities referred to above shall be scheduled during contiguous weeks, with the exception of spring break.

14.5 Change in Teaching Assignment.

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

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

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

UNF – UFF Collective Bargaining Agreement 2014-2017

provide equitable opportunities to meet the required criteria for tenure, then the faculty member must receive a timely appropriate adjustment in his/her assignment that corrects the inequity. The faculty member's annual assignments during his/her period of tenure-earning service shall be included in the tenure file.

- (2) If an arbitrator determines that a faculty member was not provided an equitable opportunity as described in this section, the arbitrator may award an additional period of employment (not to exceed three years) for the purpose of rectifying the inequity requiring the University to provide the equitable opportunity as described herein. The arbitrator may retain jurisdiction for purposes of determining whether the ensuing assignment provides such equitable opportunity.
- (c) If it is determined that a faculty member has not received assignments that provide equitable opportunities to meet the required criteria for merit salary increases, then the faculty member must receive a timely appropriate adjustment in his/her assignment that corrects the inequity. The fact that the faculty member was not provided such equitable opportunity shall be taken into account when determining merit salary increases.
- (d) The arbitrator cannot award tenure or promotion.

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

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

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

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

- (a) The University Administration shall provide these supervisory faculty with notice(s) in writing of any changes relevant to labor agreements, statutes, rules, and policies affecting the working conditions and employees supervised by the faculty member.
- (b) In the event that a faculty member becomes involved in a disciplinary meeting or hearing of an employee supervised by the faculty member, the faculty member shall have the right for a UFF representative to be present to observe all meetings and

UNF – UFF Collective Bargaining Agreement 2014-2017

hearings held to discuss the issue.

14.11 Overload Assignments.

- (a) An overload assignment is defined as the assignment of duties in excess of the faculty member's full-time appointment.
- (b) No faculty member shall be required to accept an overload assignment.
- (c) An overload assignment shall be offered equitably and as appropriate to qualified faculty members in sufficient time to allow voluntary acceptance or rejection.
- (d) The University Administration, at its discretion, may offer faculty members one of the following methods of compensation, or a choice between the two:
 - (1) financial compensation of at least \$2000 per credit hour for the overload appointment; or
 - (2) in exceptional circumstances, an equitable reduction in teaching assignment in the following academic year.
- (e) Monetary compensation for overload assignments shall be paid from OPS, not salary dollars. OPS payments do not qualify for retirement compensation or credit, and no retirement compensation shall be provided for the portions of the faculty member's overload assignment made by OPS payment.

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

14.13 Banking Units for Course Releases– The University is permitted to develop procedures for allowing faculty to bank units for later course releases. The efforts that may be banked include, but are not limited to: Directed Independent Study, Honors Thesis, Graduate Committee Membership, and Senior Seminar/Paper/Project. The University is responsible for establishing how banking units accrue and the number of units needed for a course release. The course release procedures will be written by Academic Affairs, in consultation with the deans, and the faculty will be given the opportunity to provide input at the beginning of the process and on a draft of the document. Upon attaining sufficient banked units for a course release, the course_release should be provided within two academic years. The semester in which the release is provided is at the discretion of the faculty member's Chair.

14.14 Development/Use of Instructional Technology

UNF – UFF Collective Bargaining Agreement 2014-2017

- (a) “Instructional technology material” includes video and audio recordings, motion pictures, film strips, photographic and other similar visual materials, live video and audio transmissions, computer programs, computer assisted instructional course work, programmed instructional materials, three dimensional materials and exhibits, and combinations of the above materials, which are prepared or produced in whole or in part by a faculty member, and which are used to assist or enhance instruction.
- (b) The University Administration and the UFF recognize the increasing development and use of technology, such as videotapes, interactive television, and computer software, to support teaching and learning and to enhance the fundamental relationship between faculty member and student. This technology may be used in the context of distance learning. Furthermore, the University Administration and the UFF also recognize that this technology should be used to the maximum mutual benefit of the University and the faculty member.
- (c) The University Administration shall review the considerations stated in (1) through (4), below, which may be raised by faculty development and use of instructional technology/distance learning. It is recognized that these considerations may already apply to other faculty instructional activities and, therefore, be addressed by existing University policies and procedures in effect on January 6, 2003. If the University Administration concludes that new or revised policies, other than those in effect on January 6, 2003, are needed, it shall develop those policies and provide a copy to the UFF. If new or revised policies have a direct and substantial impact on terms and conditions of employment of faculty members, the University Administration shall negotiate the impact of the new or revised policies prior to implementing them.
 - (1) Recognition that a faculty member’s effort spent in the assigned development of instructional technology/distance learning materials and in providing instruction assigned in this manner may be appreciably greater than that associated with a traditional course;
 - (2) Training and development resources available to faculty members who have been assigned to provide instruction through the use of instructional technology/distance learning;
 - (3) Provisions for clerical, technical, and library support in conjunction with the assigned use of instructional technology/distance learning; and
 - (4) Compensation, including recognition in a faculty member’s assignment or provisions for extra State compensation, for appreciably greater workload associated with the assigned development and use of instructional technology/distance learning.
- (d) The faculty member shall not make use of appreciable University support in the

UNF – UFF Collective Bargaining Agreement 2014-2017

creation or revision of instructional technology materials unless the University Administration approves such use in advance and in writing.

- (e) Property Rights and Releases.
- (1) Working Papers Rights. Consistent with law and other applicable provisions of this Agreement and the legitimate interests of the University, faculty members shall have the right to control of their personal correspondence, notes, raw data, and other working papers related to teaching materials, including instructional technology materials.
 - (2) Independent Works. Consistent with law and other applicable provisions of this Agreement, a work made in the course of independent efforts is the property of the faculty member, who has the right to determine the disposition of such work and the revenue derived from such work. As used in this Section, the term “independent efforts” means that:
 - a. the ideas came from the faculty member
 - b. the work was not made with the use of appreciable University support, and
 - c. the University is not held responsible for any opinions expressed in the work.
 - (3) Provisions governing releases to be obtained when the Trustees or the University Administration has an interest in instructional technology are contained in the Intellectual Property Article. Consistent with such provisions and prior to the use of the instructional technology materials described in Section 14.11 (a), above, releases shall be obtained from persons appearing in, or giving financial or creative support to their development or use, and the faculty member shall certify that such development or use does not infringe upon any existing copyright or other legal right. The faculty member shall be liable to the Trustees and the University Administration for judgments resulting from such infringements.
 - (4) The University Administration shall assist the faculty member in obtaining releases regarding instructional technology materials when:
 - a. the University Administration has asserted an interest in such materials; or
 - b. the University Administration has assigned the faculty member to develop such materials.

UNF – UFF Collective Bargaining Agreement 2014-2017

ARTICLE 15
OFFICE SPACE AND SAFE CONDITIONS

15.1 Office Space.

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

15.2 Safe Conditions.

- (a) A faculty member who observes a situation that he/she believes represents a

UNF – UFF Collective Bargaining Agreement 2014-2017

violation of safety or health rules and regulations or that poses an unreasonable hazard to persons or property shall report such condition as soon as practicable to the Director of Environmental Health and Safety, who shall promptly investigate.

- (b) The Director of Environmental Health and Safety shall reply to the concern within seven (7) days after notification of the faculty member's concern. The reply shall be in writing, if the faculty member's concern was communicated in writing.
- (c) Upon the conclusion of his/her investigation, the Director of Environmental Health and Safety shall provide a report of his/her findings to the faculty member.
- (d) No faculty member shall suffer an adverse employment action for making a valid report under this section.

**ARTICLE 16
TRAVEL**

16.1 Professional Meetings.

- (a) Faculty members may, with the approval of the supervisor, attend professional meetings, conferences, and other professional activities, whether or not they receive University funding to attend. Approval to attend such activities shall not be unreasonably denied.
- (b) Faculty members must initiate a Travel Authorization Request (TAR) and receive their supervisor's approval prior to any business related travel.
- (c) Travel funds for such activities, if available, shall be allocated in a fair and equitable manner.

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

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

ARTICLE 17
SUMMER APPOINTMENTS AND ASSIGNMENTS

17.1 Policy.

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

17.2 Assignment.

- (a) The summer course schedule shall be developed to meet the program and curricular needs of the students in the programs in the department. The department officer who schedules summer courses shall consult with the faculty members about which courses they are qualified and available to teach, not later than the end of the Fall semester.
- (b) Each full-time nine (9) month faculty member, excluding visitors, who wishes to teach a course in the summer shall be guaranteed a course assignment, so long as the course to which the faculty member is assigned enrolls a sufficient number of

UNF – UFF Collective Bargaining Agreement 2014-2017

students, the course is necessary to meet the program and curricular needs of the students in the programs in the department, and the assignment of the course to the faculty member would not be arbitrary or unreasonable. Sufficient enrollment is generally defined as 30 students at the undergraduate lower level⁵, 20 students at the undergraduate upper level, and 10 students at the graduate level. The summer assignment shall be made not later than March 15, if practicable, and shall be applicable for the following summer term.

- (c) If sufficient student enrollment does not materialize in the course to which the faculty member is assigned, and this would result in the full-time nine (9) month faculty member not receiving a first summer course assignment, the faculty member shall be reassigned to an appropriate course that does have sufficient enrollment and is currently assigned to an adjunct.
 - (1) This reassigned course shall be one that the faculty member has taught before or a new preparation that the faculty member has agreed to teach.
 - (2) If a course reassignment is necessary, the faculty member shall be notified no later than one week in advance of the start date of the newly assigned course.
 - (3) If a faculty member has been assigned or reassigned a course fewer than five weeks prior to the first class session, the faculty member has the option of whether to administer student evaluations for that course. The faculty member shall not be disadvantaged if he/she chooses not to administer such student evaluations.

In the event there is no such appropriate course currently assigned to an adjunct, the faculty member shall be given a one-time “priority opportunity” for a first summer assignment in the following year.⁶ This means that the faculty member will be given the opportunity to select a course which he/she is qualified to teach, and be assigned to his/her selected summer course, before other first summer course assignments are made. However, this “priority opportunity” does not obviate the necessity of the course selected enrolling a sufficient number of students, and the course must be necessary to meet the program and curricular needs of the students in the programs in the department. In the event multiple faculty members are to be given such a “priority opportunity”, the opportunities shall be awarded by reference to Article 17.5 (c).

- (d) No full-time nine (9) month faculty member is guaranteed the assignment of a second or third summer course; the Administration has the authority to assign all courses beyond the first course provided in 17.2 (b) to adjuncts and/or visitors on such terms and conditions as UNF may determine.

⁵ Sufficient enrollment for undergraduate lower level labs is generally defined as 24 students.

⁶ This “one time” priority opportunity may be exercised only once during each year’s summer course selection process.

UNF – UFF Collective Bargaining Agreement 2014-2017

17.3 No faculty member's summer assignment shall be arbitrary or unreasonable.

- (a) For the purpose of applying this principle to summer assignments, a summer assignment shall be deemed arbitrary or unreasonable if one or more of the following applies:
 - (1) The course assignment was made without consulting the faculty member as per Section 17.2(a), above.
 - (2) After consulting the faculty member as per Section 17.2 (a) above, the University Administration did not make a fair and reasonable attempt to accommodate the faculty member's circumstances. In this regard, the parties recognize the following:
 - a. summer assignments are driven primarily by the program and curricular needs of the students in the programs in the department. The preferences and desires of the faculty members are secondary to these program and curricular needs.
 - b. not all circumstances can be accommodated, and that inability to accommodate does not represent an arbitrary or unreasonable assignment.
 - (3) The course assigned is outside the faculty member's area of expertise.
 - (4) The course assigned has never been taught before by the faculty member, unless the faculty member has agreed to teach the course.
 - (5) The course has not been taught by the faculty member within the past three (3) years, unless the faculty member has agreed to teach the course.
- (b) If a faculty member believes that his/her summer assignment is arbitrary or unreasonable, he/she should proceed to address the matter through the expedited Neutral Umpire procedures in Appendix "G," which shall be the exclusive method for resolving such disputes.
- (c) Other claims of alleged violations of the Agreement with respect to faculty summer assignments are subject to the Grievance and Arbitration Article.

17.4 Compensation.

UNF – UFF Collective Bargaining Agreement 2014-2017

- (a) Summer contracts are separate and distinct from, and supplemental to, the academic year appointment. The faculty member's summer employment contract (with the total FTE and compensation reflected therein) shall be issued after all summer course assignments for the faculty member are finalized.
- (b) For each three-credit-hour course assigned during the summer, a full-time nine (9) month faculty member shall receive 1/8 of his/her regular academic year rate of pay. The regular academic year rate of pay shall be determined as of March 1 of the year in which the summer course is taught so that it incorporates all additions to base pay for that academic year. (This paragraph does not apply to visitors).
- (c) For each four-credit-hour course assigned during the summer, a faculty member shall receive 1/6 of his/her regular academic year rate of pay. The academic year rate of pay shall be determined as of March 1 of the year in which the summer course is taught so that it incorporates all additions to base pay for that academic year. (This paragraph does not apply to visitors).
- (d) Courses that are other than three or four credit hours shall be prorated accordingly.
- (e) Any portion of a summer assignment appointment beyond 1.0 FTE shall be paid from OPS rather than salary dollars. OPS payments do not qualify for retirement compensation or credit, and no retirement compensation or credit shall be provided for the portion of the faculty member's summer compensation made by OPS payment.

17.5 Priority Policy.

- (a) In the event the University Administration elects to assign a second or third summer course to a full-time nine (9) month faculty volunteer in lieu of an adjunct pursuant to Article 17.2 (d), and there are multiple qualified volunteers for a particular assignment, and unless there is a critical curricular or program need within the college or department that can only be filled by the assignment of a particular faculty member, such assignment shall be determined in accordance with the priority policy set forth in this section.
- (b) All department faculty members shall be ranked according to their teaching assignments in the past three summers. Those with the lowest total number of credits taught shall be ranked first, those with the next lowest number of credits taught shall be ranked second, those with the next lowest number of credits taught shall follow, etc.
- (c) Ties in the ranking system above shall be broken according to the following priority:
 - (1) Rank (Senior to Junior)

UNF – UFF Collective Bargaining Agreement 2014-2017

- (2) Years in rank at UNF (including credited years at hire); and
- (3) Total years at UNF (Longest to Shortest).
- (d) New faculty and former administrators returned to a nine-month faculty position shall be placed at the bottom of the priority list in the order in which they enter or return to the full-time teaching faculty.
- (e) The priority list of faculty members shall be prepared by the Department Chair and made available to faculty members as early in the fall semester as practicable.

ARTICLE 18
PERFORMANCE EVALUATIONS

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

- (a) The performance of a faculty member shall be evaluated at least once annually, with the following exceptions:
 - (1) faculty members on visiting appointments who have not been reappointed for the following Academic Year
 - (2) faculty members who have resigned, and
 - (3) faculty members who have been issued notice of non-reappointment or termination for just cause.
- (b) The period of the annual evaluation shall include the previous Summer term and Fall and Spring semesters.
- (c) Personnel decisions shall be based on written annual evaluations, provided that such decisions need not be based solely on written faculty performance evaluations.

18.2 Sources of Evaluation.

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

- (a) Faculty Annual Self-Evaluation Portfolio. Each faculty member shall submit to his/her chair/supervisor a self-evaluation portfolio of annual activities in teaching, research/scholarship/creative activities, service, and other University duties for the

UNF – UFF Collective Bargaining Agreement 2014-2017

previous year, and a self-evaluation of the faculty member's performance for that year consistent with the provisions of Article 18.4. Each department/unit shall specify the required format and minimum content of the faculty annual self-evaluation portfolio; provided, however, the required format and minimum content shall be developed pursuant to the provisions of Article 9 of this Agreement. The faculty annual self-evaluation portfolio shall include any interpretive comments and/or supporting data that the faculty member deems appropriate in evaluating his/her performance for the previous year. It is the intent of this provision to provide the faculty member with a broad opportunity to display his/her performance over the previous year which will allow for a comprehensive evaluation.

(b) Observation/Visitation.

- (1) When a faculty member or a chair/supervisor requests a direct classroom observation, the chair/supervisor shall notify the faculty member at least two (2) weeks in advance of a two (2) week period within which classroom observation/visitation(s) may occur in connection with the faculty member's annual evaluation. Upon receipt of this notification, the faculty member shall advise his/her chair/supervisor regarding any day and time that classroom observation/visitation is not appropriate because of the nature of the class activities scheduled for that day and may suggest a more appropriate date.
- (2) If the chair/supervisor does not choose to observe/visit the faculty member's classroom on a date suggested by the faculty member, the chair/supervisor may as an alternative notify the faculty member at least two weeks in advance of an alternative two (2) week period within which the classroom observation/visitation (s) will occur.
- (3) A written report of the observation/visitation shall be submitted to the faculty member within two (2) weeks of the observation/visitation. If the observation/visitation involves a course that was assigned to the faculty member with less than four (4) weeks' notice, that fact shall be noted in the report. The faculty member may submit a written reply which shall be attached to the report.
- (4) If the faculty member believes the classes observed were not indicative of the faculty member's performance, the faculty member may submit a written request within one (1) week after receiving the report requesting that the chair/supervisor revisit within the next two (2) weeks. A faculty member's request for a chair/supervisor revisit may only be submitted once per semester. If a revisit occurs, a written report of the revisit shall be submitted to the faculty member within two (2) weeks of the revisit. The faculty member may submit a written reply which shall be attached to the written report of the revisit. The initial written report and the written

UNF – UFF Collective Bargaining Agreement 2014-2017

report of the revisit, including any written reply from the faculty member, shall be considered in connection with the faculty member's annual evaluation.

- (5) Nothing herein shall prohibit any chair/supervisor or Administration representative from visiting any classroom for investigative purposes when deemed appropriate by the University President or designee.
 - (6) Observation/visitation of on-line classroom settings is permitted under the terms of this Article. The chair/supervisor shall notify the faculty member of a two (2) week period in which the observation of the online class will occur. The faculty member will provide the chair/supervisor with access to the course and will terminate access at the end of the two (2) week period.
- (c) Peer Assessment. A faculty member may choose to have a peer or colleague observe/visit the faculty member's classroom and to have an assessment of that observation/visitation included as part of the faculty member's annual self-evaluation portfolio. The peer evaluator/colleague may be from any department/unit within the University, a retired colleague, or a colleague in the same discipline from another university. If a classroom visit is made, the peer evaluator/colleague shall visit for at least one (1) entire class session.
- (d) University Required Student Evaluations.
- (1) The University required student Instructional Satisfaction Questionnaire (or ISQ) is one tool for evaluating teaching performance, and all the required ISQs must be included in the annual self-evaluation portfolio. However, the evaluation of a faculty member shall not be based solely or primarily on student evaluations if the faculty member has provided other information or evidence in support of his/her teaching performance.
 - (2) The ISQ will be administered online during the final three (3) weeks of scheduled instruction before final examinations every Fall and Spring class and in every Summer class, except as provided in Article 17.2 (c)(3). However, courses involving individual instruction such as independent studies (DIS), internships, practica, and courses with an enrollment of seven (7) or less, shall be excluded from this evaluation instrument. Study abroad courses for which these assessments are not appropriate may be excluded by the instructor from this form of evaluation, in which case an alternative assessment mechanism shall be utilized.
 - (3) In courses with more than one instructor, all instructors shall be evaluated individually. For combined lecture/lab courses, the lecture and the lab

UNF – UFF Collective Bargaining Agreement 2014-2017

will be evaluated separately, even when they are taught by the same instructor.

- (4) Information Technology shall be responsible for the notification to students for completing on-line evaluations. Information Technology shall remind students to complete online evaluations no more than two (2) times per week during the first two (2) weeks, and no more than three (3) times during the last week, of evaluation.
- (5) The faculty member shall not have access to the completed surveys until the tabulated results are made available to the faculty member through the FAIR on-line system.

18.3 Evaluation Rating Categories.

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

Meets Expectations

Exceeds Expectations

Far Exceeds Expectations

Below Expectations

Unsatisfactory

- (b) It is the responsibility of the faculty member to provide the department chair/unit supervisor with sufficient information to permit the department chair/unit supervisor to conduct an effective evaluation of the faculty member's performance of his/her assigned duties. It is expected that the faculty member will provide evidence of his/her accomplishments to serve as a foundation for the rating assigned to those accomplishments. If a faculty member fails to provide evidence of his/her accomplishments, the department chair/unit supervisor will complete the evaluation based on available information as provided in Article 18.2. It is the responsibility of the department chair/unit supervisor to make comprehensive assessments of the evidence provided by the faculty member. Each chair/supervisor completing a performance evaluation shall articulate sufficient and specific grounds or reasons to substantiate the rating given in each assigned category and to articulate how the faculty member's performance can be improved.

18.4 University Criteria for Annual Performance Evaluations. The annual performance evaluations shall be based upon assigned duties, and shall carefully consider the nature of the

UNF – UFF Collective Bargaining Agreement 2014-2017

assignments and quality of the performance in the following terms, where applicable:

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

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

- a. Professional development efforts in teaching (e.g., attending workshops and seminars, consultations on teaching, activities demonstrating continued engagement and mastery of the field).
- b. Substantive revisions of previously offered course(s)/lab(s), for reasons that may include developments in the field, a new edition of a textbook, or course re-design.
- c. Development of new course(s)/lab(s).
- d. Curriculum or program development with colleagues at department or college level.
- e. Incorporation of suggestions that emerge from peer review of one's teaching.
- f. The development of innovative instructional techniques or materials (e.g., distance learning/hybrid courses, textbooks, textbook supplements, or assessment tools).

UNF – UFF Collective Bargaining Agreement 2014-2017

- g. Authored and published articles on the teaching of his/her discipline.
 - h. Clear and effective course design (e.g., syllabi with clearly stated learning outcome objectives and requirements, study guides/notes/overheads/Power Points composed by the faculty member).
 - i. Assignments and activities (e.g., homework, papers, projects, readings, labs) that stimulate intellectual interest and promote and advance student learning and critical thinking.
 - j. Assessment of student learning (e.g., samples of exams/quizzes, student work, rubrics).
 - k. Recognitions and awards for outstanding teaching.
 - l. Evaluations from service-learning partners or co-instructors.
 - m. University required student evaluations (ISQ's).⁷
 - n. Optional student evaluations administered by the faculty member.⁸
 - o. Any other documentation or information the faculty member thinks should be taken into account in the completion of his/her teaching performance evaluation.
- (2) The evaluator must take into account any relevant materials submitted by the faculty member. All ratings shall be based on a comprehensive view of the faculty member's pedagogical activities and performance based on the criteria listed in Article 18.4 (a) (1).
- (3) Rating Structure for Teaching⁹.
- a. A rating of Meets Expectations will be demonstrated by a satisfactory level of accomplishment based upon the metrics listed in Article 18.4(a)(1) and (2). A faculty member who attains this level will also have successfully met the normal performance standards for teaching which include: meeting classes as scheduled throughout the entire semester; holding the required minimum number of office hours; submitting the required annual self-

⁷ Required student evaluations are not optional and must be included in the annual self-evaluation portfolio.

⁸ If a faculty member elects to administer other forms of assessing student opinion in addition to those required by the University, the faculty member shall not be required to include the results of those alternative measures in support of his/her evaluation.

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

UNF – UFF Collective Bargaining Agreement 2014-2017

evaluation portfolio including the teaching narrative by the established deadline; and maintaining the professional decorum set forth in Article 10.3 Academic Responsibility of Faculty Members.

- b. A rating of Exceeds Expectations will be demonstrated by a faculty member exceeding in quantity and/or quality the normal performance standards for teaching of those rated Meets Expectations.
 - c. A rating of Far Exceeds Expectations will be demonstrated by a faculty member exceeding in quantity and/or quality the expectations for teaching of those rated Exceeds Expectations.
 - d. A rating of Below Expectations will be demonstrated by a faculty member failing to meet the normal performance standards of teaching of those rated Meets Expectations, including failing to maintain the professional decorum set forth in Article 10.3 Academic Responsibility of Faculty Members.
 - e. A rating of Unsatisfactory will be demonstrated by a faculty member engaging in practices that are detrimental to educating students. Such practices may include failing to revise courses when necessary, failing to teach a significant portion of the content of the course as described in the official course description, missing classes or finishing a course prior to the official end of term without justification, persistent and justified student complaints, erratic and/or unprofessional classroom behavior, failure to submit the required annual self-evaluation portfolio including the teaching narrative by the established deadline, or failing to maintain the professional decorum set forth in Article 10.3 Academic Responsibility of Faculty Members.
- (b) Research/Scholarship/Creative Activity. The annual evaluation shall include consideration of the quality and quantity of the faculty member's research/scholarship/creative activity which is a measure of the faculty member's contributions to the discovery, integration, or application of new knowledge, and other forms of creative activity, which is appropriately related to the faculty member's discipline. An evaluation of quality will include an evaluation both of the publication/creative contributions and of the medium in which the work is published/presented.
- (1) Evidence of research/scholarship and other creative activity may include, but not be limited to:
- a. Published books

UNF – UFF Collective Bargaining Agreement 2014-2017

- b. Chapters in books
 - c. Articles and papers in professional journals
 - d. Musical compositions
 - e. Paintings and sculpture
 - f. Works of performing art
 - g. Major grant proposals, grants and patents received
 - h. Papers presented at meetings of professional societies
 - i. Reviews, research, and/or creative activity that has not yet resulted in publication, display, or performance.
 - j. Any other research/scholarly/creative activities demonstrably related to the faculty member's discipline.
- (2) If the faculty member's discipline has a published or professionally acknowledged hierarchy of research outlets, and the chair/supervisor intends to use that hierarchy, the chair/supervisor must communicate this and allow at least one year for faculty to adjust their publication planning before the hierarchy is used in evaluation.
- (3) The University recognizes community-based research to be of value and that it should be considered during the annual performance evaluation.
- (4) Rating Structure for Research/Scholarship/Creative Activity.¹⁰ All ratings shall be based upon a comprehensive review of the faculty member's scholarly contributions as listed in Article 18.4 (b)(1).
- a. A rating of Meets Expectations will be based upon a satisfactory level of scholarship that may be attained by a faculty member completing a work applicable to the discipline; making substantive and verifiable improvements to or progress on a long-term project or a work-in-progress as part of an ongoing agenda of research/scholarship/creative activity; receipt of internal contracts and grants in support of the faculty member's research; and/or presentation of the faculty member's scholarship in venues appropriate to the discipline. Submission of the required annual self-evaluation portfolio by the established

¹⁰ The rating structure presented here is intended to serve as a model. The relative weighting of the criteria to be evaluated may be determined as specified in Article 9, Guidelines for Application of University Criteria.

UNF – UFF Collective Bargaining Agreement 2014-2017

deadline and maintaining the professional decorum set forth in Article 10.3 Academic Responsibility of Faculty Members is also expected.

- b. A rating of Exceeds Expectations will be based upon scholarly contributions or creative activities listed in Article 18.4(b)(1) that exceed in quality and/or quantity those contributions rated Meets Expectations. Such a rating may be attained by a faculty member completing and having a new scholarly or creative work appropriate to the discipline accepted for publication, performance, or juried show; receipt of local contracts and grants in support of the faculty member's research; submitting a major external grant proposal of high quality; presenting by invitation scholarly works at major conferences or other relevant and well-respected venues; or completing other scholarly or creative activities that exceed in quality and/or quantity those contributions rated Meets Expectation.
- c. A rating of Far Exceeds Expectations will be based upon scholarly contributions or creative activities listed in Article 18.4(b)(1) that exceed in quality and/or quantity those contributions rated Exceeds Expectations. Such a rating may be attained by a faculty member having peer-reviewed publication(s) or creative work(s) of high quality appropriate to the discipline; submitting a patent application; receiving a patent; receiving a major external grant of high quality; receiving prestigious and competitive awards, grants, or fellowships; or developing and implementing a major community based/applied research program based upon the faculty member's scholarly expertise.
- d. A rating of Below Expectations will be based upon scholarly contributions or creative activities that demonstrate a less than satisfactory level of accomplishment in the items listed in Article 18.4(b)(1). Such a level may be attained by a faculty member failing to meet the standards of those rated Meets Expectations, including failing to make sufficient progress on research/scholarship/creative activities, failing to submit the required annual self-evaluation portfolio by the established deadline, or failing to maintain the professional decorum set forth in Article 10.3 Academic Responsibility of Faculty Members.
- e. A rating of Unsatisfactory performance will be demonstrated by a faculty member not providing evidence of ongoing research/scholarship/creative activity; failing to demonstrate any progress in advancing his/her scholarly agenda since his/her last performance evaluation; failing to develop a viable

UNF – UFF Collective Bargaining Agreement 2014-2017

proposal to initiate scholarship that demonstrates the potential of the faculty member to make the meaningful scholarly or creative contributions expected of all faculty members, including failing to submit the required annual self-evaluation portfolio by the established deadline, or failing to maintain the professional decorum set forth in Article 10.3 Academic Responsibility of Faculty Members.

- (c) Service both within the University and public service that extends professional or discipline-related contributions to the local community; the State, public schools, or the national and international community will be recognized.
 - (1) University service includes participation in the governance process of the institution by serving on departmental, college, school, and University-wide committees and councils.
 - (2) Public service includes contributions to scholarly and professional conferences and organizations and positions on boards, agencies, and commissions that benefit such groups.
 - (3) Service as UFF-UNF President, service on the UFF-UNF bargaining team, or as an official UFF-UNF grievance representative shall be recognized as important service, but shall not be otherwise evaluated.
 - (4) Service Rating Structure.¹¹ All ratings will be based upon a comprehensive review of the faculty member's service contribution based on the metrics in Article 18.4 (c)(1), (2), and (3).
 - a. A rating of Meets Expectations may be attained by a faculty member fully participating in departmental activities; serving on at least one departmental, college, University, or UFF-UNF committee; working constructively and collaboratively with colleagues and committee members; making meaningful contributions to the faculty member's professional society/association(s); submitting the required annual self-evaluation portfolio by the required deadline; and maintaining the professional decorum set forth in Article 10.3 Academic Responsibility of Faculty Members.
 - b. A rating of Exceeds Expectations may be attained by a faculty member providing a significant commitment of time and energy to activities such as reviewing manuscripts; or membership on multiple committees, programs and/or accreditation reviews for departmental conferences. These contributions will exceed the expected participation in regular departmental, college, and University meetings and will exceed in

¹¹ The rating structure presented here is intended to serve as a model. The relative weighting of the criteria to be evaluated may be determined as specified in Article 9, Guidelines for Application of University Criteria.

UNF – UFF Collective Bargaining Agreement 2014-2017

quality or quantity the contributions of those rated Meets Expectations.

- c. A rating of Far Exceeds Expectations may be attained by a faculty member providing an extraordinary commitment of time and energy to activities such as ongoing contributions to the community; leadership of major committees or task forces; professional service by acting as grant panelist, conference planner, and/or coordinator. These contributions will far exceed the expected participation in regular departmental, college, and University meetings, and will exceed in quality or quantity the contributions of those rated Exceeds Expectations.
- d. A rating of Below Expectations will be attained by a faculty member who has devoted some time to service, but has failed to meet the standards of those rated “Meets Expectations”.
- e. A rating of Unsatisfactory will be demonstrated by a faculty member consistently failing to engage in service activities as specified in Article 18.4 (c), or failing to submit the required annual self-evaluation portfolio by the established deadline, or failing to maintain the professional decorum set forth in Article 10.3 Academic Responsibility of Faculty Members.

18.5 Annual Evaluation Process.

- (a) The chair/supervisor shall provide to his/her department faculty the form or format for submission of a faculty member’s annual self-evaluation portfolio no later than April 1. The student evaluations of classroom instruction shall be provided to the faculty member no later than May 15.
- (b) Each faculty member shall submit to his/her chair/supervisor the faculty member’s annual self-evaluation portfolio no later than June 1. If a faculty member fails to provide his/her annual self-evaluation portfolio by this date, his/her chair shall proceed to complete the faculty member’s annual evaluation without that information, unless the chair has extended the deadline based on extenuating circumstances that justify the extension.
- (c) The chair/supervisor shall complete the annual evaluation taking into account the faculty member’s annual self-evaluation portfolio and other sources of evaluative information referenced in Article 18.2, the University’s criteria for annual evaluations referenced in Article 18.4, and the guidelines for application of University criteria pursuant to Article 9.
- (d) The chair/supervisor shall provide the faculty member with written constructive feedback that is designed to assist the faculty member in improving his/her performance and expertise, and shall endeavor to identify any major performance deficiencies.

UNF – UFF Collective Bargaining Agreement 2014-2017

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

18.6 Evaluation File.

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

UNF – UFF Collective Bargaining Agreement 2014-2017

- (1) A notice specifying the location of faculty evaluation files and the identity of the custodian of the files shall be posted in each department/unit. A dated copy of all documents used in the assignment and evaluation process, other than evaluation for tenure or promotion, and excluding course materials, publications, public speeches/presentations, or papers presented at conferences, regardless of format, shall reside in this file.
 - (2) Documents shall be placed in the evaluation file by the University Administration within a reasonable time after receipt. The faculty member shall be promptly notified regarding any documents being placed in his/her evaluation file.
 - (3) No adverse employment action shall be taken against a faculty member based upon material in the faculty member's evaluation file that has not been promptly provided to the faculty member or to which the faculty member has not had an adequate opportunity to attach a response.
- (b) Access. A faculty member may examine the evaluation file, upon reasonable advance notice, during regular business hours under such conditions as are necessary to ensure its integrity and safekeeping.
- (1) Upon timely written notification to the chair/supervisor, a faculty member may paginate with successive whole numbers the materials in the file, and may attach a concise statement in response to any item therein. The University Administration also has the right to paginate the materials in the file and shall notify the faculty member when that pagination will take place.
 - (2) Upon written or emailed request, a faculty member shall be provided one (1) free copy of any material in the evaluation file. Additional copies may be obtained by the faculty member upon the payment of a reasonable fee for photocopying.
 - (3) A person designated by the faculty member may examine that faculty member's evaluation file with the written authorization of the faculty member concerned, and subject to the same limitations on access that are applicable to the faculty member.
- (c) Indemnification. The UFF agrees to indemnify and hold the Trustees, its officials, agents, and designees harmless from and against any and all liability for any improper, illegal, or unauthorized use by the UFF, its officials, agents, and designees, of information contained in such evaluation files.
- (d) Anonymous Material. There shall be no anonymous material in the evaluation file except for numerical summaries of student evaluations that are part of a regular

UNF – UFF Collective Bargaining Agreement 2014-2017

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

- (e) Peer Evaluation Committee. The faculty of a department may develop a procedure for peers to evaluate the performance of faculty members provided that the development of such procedure must be accomplished in accordance with the provisions of Article 9 of this Agreement. This procedure shall identify how departmental faculty will be involved in the process, how the faculty member will receive feedback on the peer evaluation, and whether the evaluation will be included in the faculty member's official evaluation file.
- (f) Removal of Contents. The University Administration shall promptly remove from the file materials shown to be contrary to fact. This section shall not authorize the removal of materials from the evaluation file when there is a dispute concerning a matter of judgment or opinion rather than fact. Materials may also be removed pursuant to the resolution of a grievance.
- (g) Use of Evaluative Material.
 - (1) Information reflecting the evaluation of a faculty member's performance shall be available for inspection only by the faculty member, the faculty member's representative, University Administration officials who use the information in carrying out their responsibilities, peer committees responsible for evaluating the faculty member's performance, and arbitrators or others engaged by the parties to resolve disputes, or others by court order. Such limited access status shall not, however, apply to summary data, by course, for the common "core" items contained in the student course evaluations that have been selected as such by the University Administration and made available by the University Administration to the public on a regular basis.
 - (2) In the event a grievance is filed, the University Administration, the UFF grievance representatives, the arbitrator, and the grievant shall have the right to use, in the grievance proceedings, copies of materials from the grievant's evaluation file.

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

18.8 Employee Assistance Program. Neither the fact of a faculty member's participation in an employee assistance program nor information generated by participation in the program, shall be

UNF – UFF Collective Bargaining Agreement 2014-2017

used as evidence of a performance deficiency within the evaluation process described in this Article, except for information relating to a faculty member's failure to participate in an employee assistance program consistent with the terms to which the faculty member and the University Administration have agreed.

18.9 Remediation

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

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

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

ARTICLE 19
TENURE

19.1 Definition and Policy.

- (a) Tenure is one of the principal means by which the quality of the University is developed and maintained, is an indispensable element of a quality university, and is awarded to a faculty member based upon his/her demonstration of excellence in teaching, excellence in scholarship, and continuing meaningful contributions in service.
- (b) The award of tenure means that tenured faculty members will be reappointed annually until voluntary resignation, retirement, removal for just cause, or layoff.
- (c) A faculty member is normally eligible to be considered for tenure during the sixth year of continuous service in a tenure-earning position. The sixth year is the final opportunity to be considered. In exceptional circumstances¹², a faculty member may be considered for tenure during the fourth or fifth year of continuous service in a tenure-earning position. In order for a faculty member to be regarded as a viable candidate for tenure at a time other than in his/her sixth year of tenure-earning service, the quality and quantity of his/her accomplishments, as detailed in the dossier, must be comparable to or exceed the quality and quantity of accomplishments that would be applicable to that faculty member in his/her sixth year. In all such cases, the faculty member must affirmatively demonstrate that he/she clearly meets the standards of excellence expected in teaching, scholarship, and service, despite lacking six years of service. If a faculty member applies for tenure during his/her fourth or fifth year of service, he/she may withdraw without prejudice before the Provost renders his/her final assessment. Such a withdrawal shall be allowed only once. When the faculty member applies for tenure in a subsequent year no withdrawal shall be allowed.
- (d) The candidate's rank at the time of the tenure application shall not be a factor in consideration for tenure.
- (e) University tenure criteria and the guidelines for application of those criteria pursuant to Article 9 shall be available in the department and at the college level, as well as provided to the UFF-UNF President.
- (f) During the period of tenure-earning service, the non-reappointment provisions of this Agreement shall apply.

¹² "Exceptional circumstances" may include accomplishments at another institution, particularly in the area of research/scholarship/creative activity, as provided in Article 19.4(a).

UNF – UFF Collective Bargaining Agreement 2014-2017

19.2 Tenure upon Appointment.

- (a) Tenure may be granted to a faculty member at the time of initial appointment, upon the recommendation of the Provost and Vice President for Academic Affairs and approval by the University Board of Trustees. The Provost and Vice President for Academic Affairs shall consider the recommendation of the faculty of the department or equivalent unit prior to making the final tenure recommendation to the Trustees.
- (b) The tenure recommendation shall be made at the Trustee meeting immediately following the acceptance of employment, if practicable.

19.3 Tenure Eligibility.

- (a) Faculty members with the rank of Assistant Professor, Associate Professor, or Professor are eligible to apply for tenure. The Trustees may designate other positions as tenure earning and shall notify the faculty of such status at the time of initial appointment.
- (b) Tenure shall be in a department or other appropriate academic unit of the University.
- (c) Tenure shall not extend to the administrative appointment of a faculty member.
- (d) Only those faculty members with a terminal degree in an appropriate discipline shall be eligible for tenure.
- (e) Full-time service for the purpose of tenure eligibility shall mean employment at 1.0 FTE during at least thirty-nine (39) weeks of any calendar-year or academic-year contract. Employment for one semester shall constitute one-half year of tenure-earning service.
- (f) Part-time service of a faculty member employed at least one semester in any twelve (12) month period shall be accumulated. For example, two (2) semesters of half-time service shall be considered one-half year of service toward the period of tenure-earning service.
- (g) Required Years at UNF.
 - (1) A faculty member who is hired as an Assistant Professor shall have at least three (3) years of tenure-earning service at UNF before applying for tenure.
 - (2) A faculty member who is hired as an Associate Professor or Professor shall have at least three (3) years of tenure-earning service at UNF before applying for tenure, unless the faculty member is awarded tenure upon appointment, pursuant to Section 19.2.

UNF – UFF Collective Bargaining Agreement 2014-2017

- (h) A faculty member shall not be promoted to the rank of Professor without having achieved tenure, unless both actions occur simultaneously.

19.4 Credited Service Toward Tenure.

- (a) Because an Assistant Professor, Associate Professor, and Professor are eligible for tenure after the third year of tenure-earning service at UNF, no credit toward tenure from service at another institution of higher education is awarded. However, faculty members may use accomplishments at another institution, particularly in the area of research/scholarship/creative activity, in support of their candidacy for tenure at UNF.
- (b) If a faculty member is initially appointed to the rank of Instructor or to another non-tenure-earning rank and is subsequently appointed to a tenure-earning position, all or a portion of the prior service in such non-tenure-earning position may be counted toward tenure provided that the University President or designee agrees in writing to credit such service.
- (c) If a faculty member is on compensated or uncompensated leave (except annual leave) during any part of a semester, the entire semester shall not be credited as time accrued toward tenure, except by mutual written agreement of the faculty member and the University Administration. In deciding whether to credit such leave, the University Administration shall consider the duration of the leave, the relevance of the faculty member's activities while on such leave to the tenure and/or promotion criteria, the relevance of the faculty member's activities while on such leave to the faculty member's professional development and field of employment, and other appropriate factors.
- (d) Time spent on a joint appointment or approved personnel exchange program for the benefit of the University, or a special assignment that benefits the University, shall be counted toward tenure eligibility unless there is a written agreement to the contrary between the faculty member and the University Administration.
- (e) Upon written request, in exceptional circumstances the President or designee may extend the tenure-earning period.

19.5 Criteria for Tenure and Basis for Tenure Decision.

- (a) The decision to award tenure to a faculty member shall be a result of meritorious performance and shall be consistent with the University's tenure criteria and the guidelines for application of those criteria pursuant to Article 9. The faculty member's accomplishments elsewhere which are applicable to the UNF tenure criteria shall be considered in addition to his/her performance during his/her service at the University.

UNF – UFF Collective Bargaining Agreement 2014-2017

- (b) University Tenure Criteria. Judgments of academic excellence are complex. They cannot easily be reduced to a quantitative formula, nor can the considerations that must be applied in each individual case be completely described in general terms or by numbers alone, separate from necessary qualitative assessments. However, in all cases to be awarded tenure, a candidate must be excellent in teaching, must be excellent in scholarship, and must demonstrate continuing meaningful contributions in service.
 - (1) Excellence in teaching is evidenced by a record of high quality teaching. High quality teaching is demonstrated by evidence of effectiveness in presenting knowledge and skills, in stimulating students' critical thinking and/or creative abilities, and the development or revision of curriculum and course structure.
 - (2) Excellence in scholarship is evidenced by an agenda of inquiry that has resulted in published scholarly or creative works of high quality. Excellence in scholarship is also evidenced by a record of works involving the scholarship of discovery, the scholarship of integration and interpretation, the scholarship of teaching, and the scholarship of application and artistic creativity.
 - (3) Making continuing meaningful contributions in service is evidenced by a record of active participation in University governance through committees and otherwise, as well as a record of active service to one's professional discipline and the broader public which may occur at the local, state, national, and international levels.
- (c) Guidelines for Application of University Criteria.
 - (1) Judgments of academic excellence are complex. They cannot easily be reduced to a quantitative formula, nor can the considerations that must be applied in each individual case be completely described in general terms or by numbers alone, separate from necessary qualitative assessments. On the other hand, faculty members seeking tenure must have available to them a description of what tangible accomplishments would normally qualify a candidate for tenure, assuming that the accomplishments are of excellent quality.
 - (2) In order to provide guidance to tenure-earning faculty members regarding the expectations for achieving tenure, each college/department may adopt guidelines pursuant to Article 9 for application of University criteria for tenure in terms more appropriate or specific to the selected unit's discipline.
- (d) The tenure decision shall also take into account the following:

UNF – UFF Collective Bargaining Agreement 2014-2017

- (1) annual assignments and annual performance evaluations;
- (2) no fewer than two letters of external evaluation addressing the candidate's research and scholarly/creative activity, along with the curriculum vitae of the evaluators.¹³ The candidate shall submit a list of between five and seven names to the chair, who shall be responsible for choosing and contacting the individuals who will be requested to submit letters of evaluation. If fewer than two people from the list submitted by the candidate agree to serve as evaluators, the candidate shall submit additional names, as necessary, until at least two people have agreed to serve. The candidate shall be given the opportunity to waive the right to see the external review letters. This decision must be made prior to solicitation of review letters. The signed statement shall be included in the dossier to affirm the individual's decision to waive this right.
- (3) the curricular, programmatic, and research needs of the department/unit, college/unit, and University. The faculty member shall be notified in writing of any change in such needs and, if the faculty member is notified after his/her second year of tenure-earning service, the faculty member shall have no fewer than three (3) additional years of tenure-earning service before consideration for tenure. However, this shall not be construed to limit the University Administration's right, pursuant to Section 447.209, Florida Statutes, to relieve faculty members from duty because of lack of work or for other legitimate reasons.
- (4) the contributions the faculty member has made to the academic unit (program, department/unit, college/unit, and University), based upon his/her entire record of performance in teaching, research/scholarship/creative activity, and service over the period of his/her tenure-earning service.
- (5) the faculty member's written statement articulating an agenda for continuing research/scholarship/creative activity.

¹³ Letters from external reviewers are intended to be unbiased evaluations from recognized scholars in the field. External reviewers for candidates for tenure shall hold the rank of Associate Professor, Professor, or a position of comparable scholarly expertise. These letters shall not be solicited from individuals with whom a very close personal or professional relationship exists, such as the candidate's dissertation director, or a co-editor of a publication that is being counted as scholarship in the dossier. The candidate shall notify his/her chair not later than June 1 of his/her intent to present his/her dossier for tenure review. External reviewers should be sent the candidate's curriculum vitae and copies of those scholarly and/or creative works along with any other materials or information that the candidate and his/her department chair have agreed to send. The department chair shall indicate in a letter to external reviewers the timeline for the candidate's dossier review process, and shall request that the reviewer address only the candidate's scholarship, such as its importance as a contribution to the field. Because the requirements for tenure at the reviewer's home institution may be significantly different from those at UNF, it should be made clear that the reviewer that he/she is not to address the issue of tenurability.

UNF – UFF Collective Bargaining Agreement 2014-2017

- (6) whether the faculty member has engaged in either a pattern of behavior or a single egregious instance of behavior that disrupts or obstructs the orderly and effective functioning of the department, college, or University. Documentation of such disruptive or obstructive behavior must be made in a timely manner and placed in the faculty member's evaluation file. This section shall not be construed or used to limit the faculty member's right to exercise his/her academic freedom.

19.6 Changes in Tenure Criteria and Effect on Faculty Members.

- (a) Changes in tenure criteria, or in the guidelines for application of those criteria pursuant to Article 9, shall not become effective until one (1) year following adoption of the changes unless mutually agreed to in writing by the UFF-UNF President and the University President or designee. The date of adoption shall be the date on which the University President or designee approves the changes.
- (b) If a faculty member has at least three (3) years of tenure-earning credit as of the date on which new tenure criteria are adopted, the faculty member shall be evaluated for tenure under the criteria as they existed prior to modification unless the faculty member notifies the University Administration at least thirty (30) days prior to commencement of the tenure consideration that he/she chooses to be evaluated under the newly-adopted criteria.

19.7 Progress Toward Tenure.

- (a) Chair's Appraisal.
 - (1) Each tenure-earning faculty member shall annually be apprised in writing of the faculty member's progress toward tenure by his/her chair. The dean shall also review and approve the tenure appraisal.
 - (2) The tenure appraisal shall be included as a separate component of the annual evaluation and is intended to provide assistance and counseling to the faculty member to help him/her to achieve tenure.
 - (3) The chair's appraisal shall specify whether the faculty member is making appropriate and satisfactory progress toward achieving tenure according to the University's tenure-criteria and guidelines for application of those criteria pursuant to Article 9. The appraisal shall mention any deficiency in the faculty member's performance that the chair believes may adversely affect the faculty member's ability to achieve tenure.
 - (4) If the appraisal identifies a deficiency in the faculty member's performance or in the faculty member's rate of progress, the chair shall make timely relevant recommendation(s) for improvement.

UNF – UFF Collective Bargaining Agreement 2014-2017

- (5) The faculty member may request, in writing, a meeting with an administrator at the next higher level to discuss concerns regarding the tenure appraisal that were not resolved in previous discussions with the evaluator.
 - (6) The department chair's appraisals are not binding upon the University. However, if the department chair's tenure appraisals indicate appropriate and satisfactory progress toward tenure, or fail to timely identify either a deficiency in the faculty member's performance or in the faculty member's rate of progress, and the chair or dean does not recommend the faculty member for tenure, the President or designee shall extend the tenure-earning period sufficiently to provide the faculty member with a reasonable opportunity to meet the criteria for tenure. This provision shall not apply when the faculty member is denied tenure for reason(s) independent of the chair's or dean's negative recommendation.
- (b) Colleagues' Appraisal. The purpose of this appraisal is to provide thoughtful and constructive assessments, suggestions, and guidance to assist the faculty member in fulfilling the University's tenure criteria and guidelines for application of those criteria pursuant to Article 9.
- (1) The faculty of each department shall develop a procedure to appraise the progress of each tenure-earning faculty member in meeting the criteria for tenure. This procedure shall identify how the tenured faculty members in the department will be involved in the appraisal and how the tenure-earning faculty member will be provided feedback regarding the colleagues' analysis of the candidate's progress toward tenure.
 - (2) The appraisal shall be conducted in February or March of the faculty member's third year of tenure-earning service pursuant to the procedure developed by the department faculty and this Agreement. At the beginning of the school year, the Chair shall notify the affected faculty member(s) and the department faculty of the upcoming Colleagues' Appraisal.
 - (3) The faculty member shall compile an appraisal dossier to submit to his/her colleagues with only the following documents in the following order:
 - a. a cover/title page
 - b. a table of contents listing each document in the appraisal dossier
 - c. a copy of the guidelines for application of the University tenure criteria pursuant to Article 9
 - d. the faculty member's current curriculum vitae

UNF – UFF Collective Bargaining Agreement 2014-2017

- e. a copy of all the faculty member's annual assignments, including the chair's indication of the proportions of the faculty member's assignments that have been devoted to teaching, scholarship, and service
 - f. a copy of all the faculty member's self-evaluation portfolios submitted to his/her chair
 - g. a copy of all the faculty member's annual evaluations
 - h. a summary and discussion of no more than two pages in length by the faculty member of significant teaching and curriculum efforts, including but not limited to a summary of evaluations of his/her teaching by students and academic colleagues through University-sanctioned methods such as survey instruments, questionnaires, in-class visitations, observations, and interviews, and other relevant tangible evidence as determined by the faculty member, which shall be available for review upon request
 - i. copies of the syllabus for all courses taught by the faculty member
 - j. a summary and discussion of no more than two (2) pages in length by the faculty member of his/her research/scholarship/creative activity and publication record
 - k. a summary and discussion of no more than two (2) pages in length by the faculty member of professionally related service activities
 - l. copies of published and forthcoming research/scholarship/ creative works, including conference papers, drafts of works in progress, or other appropriate evidence of scholarly or creative activity
- (4) The faculty member may request a meeting with the colleagues conducting the appraisal and his/her chair by submitting a written request to the chair within five (5) days of receipt of the colleagues' appraisal.
 - (5) The appraisal process shall be confidential to the extent permitted by law and internal to the department; consequently, the appraisal shall not be included in the faculty member's tenure dossier nor placed in the faculty member's evaluation file.
- (c) The colleagues' appraisal is not binding upon the University nor shall that appraisal be used in the subsequent tenure review process.

19.8 Initiation of the Tenure Process.

UNF – UFF Collective Bargaining Agreement 2014-2017

- (a) The tenure process begins when the appropriate department chair or comparable supervisor (hereinafter “department chair”) notifies the faculty member of his/her eligibility for tenure or the faculty member provides the department chair written notification of candidacy.
- (b) Candidates for tenure shall be provided a copy of the University tenure procedures checklist, the guidelines for application of University tenure criteria pursuant to Article 9, and any other necessary materials, information, and forms.
- (c) The department chair shall advise the candidate in the preparation of the tenure dossier.
- (d) Tenure Dossier.
 - (1) The candidate shall be responsible for ensuring that all pertinent information is included in the tenure dossier and for ensuring that the dossier is complete.
 - (2) The only documents that may be considered in making a tenure recommendation are those contained or referenced in the tenure dossier. Documents shall not be placed in protective sheets inside the dossier.
 - (3) The tenure dossier shall consist of a 1.5-inch summary binder plus any other evidence the candidate chooses to present to support his/her candidacy.¹⁴ The candidate shall ensure that the 1.5-inch summary binder includes all of the following materials in the order specified:
 - a. a cover/title page
 - b. a table of contents listing each document in the tenure dossier
 - c. the University’s tenure procedures checklist
 - d. a signed statement by the candidate attesting to the accuracy of the information included in the dossier
 - e. a copy of the guidelines for application of University tenure criteria pursuant to Article 9
 - f. the candidate’s current curriculum vitae
 - g. a copy of the candidate’s annual assignments, including the department chair’s indication of the proportions of the candidate’s assignments that have been devoted to teaching, scholarship, and service

¹⁴ If an approved electronic format of dossiers becomes available, they will be acceptable for this process.

UNF – UFF Collective Bargaining Agreement 2014-2017

- h. a copy of the candidate's annual evaluations
 - i. a summary and discussion by the candidate of significant teaching and curriculum efforts, including but not limited to a summary of evaluations of his/her teaching by students and academic colleagues through University-sanctioned methods such as survey instruments, questionnaires, and in-class visitations, observations, and interviews
 - j. a summary and discussion by the candidate of his/her research/scholarship/creative activity, publication record, and agenda for continuing research/scholarship/creative activity
 - k. a summary and discussion by the candidate of his/her professionally related service activities
 - l. all letters received from departmental faculty, which are submitted by the deadline. These letters are intended to focus solely on the candidate's teaching, research/scholarship/creative activity, or service. Only the portions of the letters that focus on the candidate's teaching, research/scholarship/creative activity, or service shall be considered in the tenure recommendations and decision.
 - m. if desired by the candidate, no more than seven (7) other letters of recommendation
 - n. at least two (2) external letters of evaluation regarding the candidate's scholarship/research/creative activity, along with the curriculum vitae of the evaluators, as prescribed in Section 19.5(d) (2)
 - o. copies of the department chair's annual tenure appraisals
 - p. a section for the insertion of the assessments and recommendations of the Department Promotion and Tenure Committee, the department chair, the dean, the University Promotion and Tenure Committee, and the Provost and Vice President of Academic Affairs
 - q. a listing of documents added to the dossier by authorized individuals as per this Article after commencement of consideration of the dossier. The listing shall be added to the table of contents by the individual who requested the additional document(s), referencing the date, and the reasons why such document(s) were included
- (4) Alterations to the Tenure Dossier.

UNF – UFF Collective Bargaining Agreement 2014-2017

- a. Once the dossier has been compiled by the candidate and submitted to the department chair, no material shall be removed from the tenure dossier. However, the chair, dean, or provost shall remove materials proven to be contrary to fact or in violation of this Agreement. This section shall not authorize the removal of materials from the tenure dossier when there is a dispute concerning a matter of judgment or opinion rather than fact
- b. Once the dossier has been compiled by the candidate and submitted to the department chair, the candidate may not introduce new information into the dossier but may update information already in the dossier
- c. No materials shall be added to the tenure dossier after this point without the candidate's consent, except:
 1. the written assessments and recommendations of faculty committees and administrators who are charged with making recommendations regarding the candidate's tenure application, and the candidate's response to these, if any;
 2. clarification, documentation or validation of assertions made by the candidate in the dossier, when requested in writing by reviewing faculty committees and administrators;
 3. information as specified in Section 19.8(d)(3) above, which may have been inadvertently omitted; and
 4. timely submitted letters from department faculty as provided in Section 19.8(d)(3)k.
- d. No candidate shall be required to provide additional information or materials not referenced in Section 19.8(d)(3), above, or 19.8(d)(4)c., nor shall the candidate be penalized or disadvantaged for refusing to provide such information or materials.
- e. Prior to the consideration of the candidate's tenure dossier and at any point in the review process, the candidate shall have the right to review the contents of the tenure dossier and may attach a brief and concise response to any materials therein.
- f. If any material is added to or changed in the dossier after the commencement of consideration, the date shall be recorded on the material, and a copy shall be sent to the candidate within five (5) days by personal delivery. The candidate may attach a brief response within five (5) days of his/her receipt of the added or

UNF – UFF Collective Bargaining Agreement 2014-2017

changed material. The tenure dossier shall not be forwarded until either the candidate submits a response or five (5) days have elapsed from the date of receipt of the additional or changed materials by the candidate, whichever occurs first.

- (5) Except by consent of the candidate, there shall be no anonymous material in the tenure dossier except for numerical summaries of student evaluations that are part of the regular evaluation procedure of classroom instruction and/or written comments from students obtained as part of that regular evaluation procedure. If written comments from students in a course are included in the tenure dossier, all of the comments obtained in the same course must be included.
- (6) Any person inspecting the tenure dossier shall sign a master list, which shall be maintained by the administrative office (department or college) where the dossier is located at that stage in the review process.
- (7) The contents of the tenure dossier shall only be available for inspection by the candidate, the candidate's representative, University officials who use the information in carrying out their responsibilities, the Department Promotion and Tenure Committee and the University Promotion and Tenure Committee, which are charged with the responsibility of evaluating the candidate's performance. Faculty members in the candidate's department who may choose to write letters of recommendation and/or who participate in the department vote shall also have access to the dossier. In addition, the candidate may grant access to the dossier to a faculty member from another department from whom he or she has requested a letter of recommendation.

19.9 Tenure Review and Recommendation Procedures. The only documents that shall be considered in making a tenure recommendation are those contained or referenced in the tenure dossier. Recommendations for the awarding of tenure shall include the following levels of review:

- (a) Department Promotion and Tenure Committee
 - (1) Each department shall constitute a promotion and tenure committee which includes either the entire tenured in-unit faculty or a subcommittee of the tenured in-unit faculty. Provided, however, if the candidate for tenure is a full professor, the committee shall consist only of tenured in-unit full professors. Each department shall develop provisions governing the formation and conduct of the Department Promotion and Tenure Committee. The department chair and the candidate shall not be a member of the committee.

UNF – UFF Collective Bargaining Agreement 2014-2017

- (2) The Department Committee's function shall be to review each candidate's tenure dossier, to provide a separate written assessment of the candidate's qualifications for tenure, and to provide a written recommendation to the department chair. This written assessment and recommendation, which shall become a part of the candidate's tenure dossier, shall include a description of the Committee's procedures, a discussion of the candidate's qualifications for tenure with reference to the University tenure criteria and the guidelines for application of those criteria pursuant to Article 9, and the result of the vote taken by the Committee. The vote shall be conducted in a lawful manner which is intended to assure a free and voluntary exercise of choice.
 - a) Judgments of academic excellence are complex. They cannot easily be reduced to a quantitative formula, nor can the considerations that must be applied in each individual case be completely described in general terms or by numbers alone, separate from necessary qualitative assessments.
 - b) The Committee's written assessment and recommendation must therefore address the breadth and depth of the candidate's accomplishments, or the combinations of such accomplishments, in teaching, research/scholarship/creative activity, and professional service that qualify as excellent.
 - c) With respect to research/scholarship/creative activity, the Committee's written assessment and recommendation must address the relative value of the different categories of the candidate's research/scholarly/creative activity and the outlets in which the candidate has published, exhibited, or performed.
 - (3) The Department Committee shall forward a copy of its assessment and recommendation to the candidate, who shall have five (5) days from receipt to submit a written response. The candidate's response, if any, shall be included in the tenure dossier.
 - (4) The Department Committee shall not forward the tenure dossier to the department chair until either the candidate submits a response or the five (5) day period for responding expires, whichever occurs first.
- (b) Department Chair
- (1) The department chair shall review all procedural and substantive matters for completeness in order to ensure that the Department Promotion and Tenure Committee has met its responsibilities.

UNF – UFF Collective Bargaining Agreement 2014-2017

- (2) If the Department Promotion and Tenure Committee did not comprise a committee of the whole, the remaining tenured faculty members in the department shall review the candidate's dossier and any materials referenced in it. The chair shall thereafter conduct a vote on the candidate's qualifications by those tenured faculty members (excluding the chair, visitors, and adjuncts). The vote shall be conducted in a lawful manner that is intended to assure a free and voluntary exercise of choice. The number of faculty voting for, against, abstaining, and absent shall equal the total number of faculty members of the department who are eligible to vote according to this Agreement.
 - (3) After reviewing each candidate's tenure dossier and considering the written assessment and recommendation of the Department Promotion and Tenure Committee, and the candidate's written response, if any, the department chair shall submit a written assessment of the candidate's qualifications with reference to the University's tenure criteria and the guidelines for application of those criteria pursuant to Article 9, and shall make a positive or a negative recommendation. The department chair's written assessment and recommendation shall also report the vote of the faculty members noted in (a)(2) and (b)(2).
 - (4) The department chair shall meet with each candidate to give the candidate a copy of his/her written assessment and recommendation, prior to sending a copy to the Department Promotion and Tenure Committee chair, to be shared with the other members of the committee. The department chair shall discuss with the candidate both the chair's assessment and recommendation and that of the Department Promotion and Tenure Committee.
 - (5) The candidate shall have five (5) days from receipt of the department chair's assessment and recommendation to submit a written response. The candidate's response, if any, shall be included in the tenure dossier.
 - (6) The department chair shall not forward the tenure dossier to the dean until either the candidate submits a response or the five (5) day period for responding expires, whichever occurs first.
- (c) Dean
- (1) The dean shall review all procedural and substantive matters for completeness in order to ensure that the Department Promotion and Tenure Committee and the department chair have met their responsibilities.
 - (2) If the tenure recommendations of the Department Promotion and Tenure Committee and the department chair disagree, the dean shall meet jointly with the Committee and the department chair no later than two weeks

UNF – UFF Collective Bargaining Agreement 2014-2017

following receipt of the dossier to discuss the differing recommendations. Upon the faculty member's written request, the dean shall also meet with the candidate to discuss the tenure recommendations of the Department Promotion and Tenure Committee and the department chair and to correct any misunderstanding or misinformation.

- (3) After reviewing each candidate's tenure dossier and considering the written assessments and recommendations of the Department Promotion and Tenure Committee and the department chair, and the candidate's written responses, if any, the dean shall submit a written assessment of the candidate's qualifications for tenure with reference to the University's criteria for tenure and the guidelines for application of those criteria pursuant to Article 9, and make a positive or a negative recommendation. The dean's written assessment and recommendation shall point out if his/her recommendation differs from that of the Department Promotion and Tenure Committee, the department chair, or both, and shall include confirmation that all procedural and substantive responsibilities of the Committee and the department chair have been met.
 - (4) The dean shall forward a copy of his/her assessment and recommendation to the candidate, the department chair, and the chair of the Department Promotion and Tenure Committee to be shared with other members of the committee. The candidate shall have five (5) days from receipt to submit a written response. The candidate's response, if any, shall be included in the tenure dossier.
 - (5) The dean shall not forward the dossier to the Provost and Vice President for Academic Affairs until either the candidate submits a response or the five (5) day period for responding expires, whichever occurs first.
 - (6) In cases in which the dean's recommendation differs from the recommendations of the Department Promotion and Tenure Committee, the department chair, or both, the Provost and Vice President for Academic Affairs (hereinafter "Provost") shall retain those tenure dossiers and meet jointly with the Committee, the department chair, and the dean. Following this meeting, the Provost shall forward the dossiers to the University Promotion and Tenure Committee.
- (d) University Promotion and Tenure Committee
- (1) The University Promotion and Tenure Committee shall consist of eleven tenured faculty (who are covered by this Agreement) at the Associate Professor or Professor rank who do not have line authority over promotion and/or tenure decisions and are not personally related to candidates for tenure: one faculty member holding the rank of Professor from each of the

UNF – UFF Collective Bargaining Agreement 2014-2017

colleges and the remaining faculty members at large holding the rank of either Professor or Associate Professor.

- a. No candidate being considered by the Committee for tenure may serve on the Committee.
- b. The term of office for each member on the Committee shall be two (2) academic years. In order to provide the staggering of terms within the Committee, the election for 2008-09 was conducted as follows: the representatives from the Brooks College of Health, the College of Education and Human Services, and three at-large members were elected for a one-year term, and the representatives from the College of Arts and Sciences, the Coggin College of Business, and the College of Computing, Engineering, and Construction, and three at-large members were elected for a two-year term.
- c. In subsequent alternate years, five members (the representatives from the Brooks College of Health, the College of Education and Human Services, and three at-large members) or six members (the representatives from the College of Arts and Sciences, the Coggin College of Business, and the College of Computing, Engineering, and Construction, and three at-large members) shall be elected.
- d. No later than March 31, the UFF Executive Board shall collect nominations as are necessary to fill all vacancies scheduled to occur on the University Promotion and Tenure Committee. The procedure for electing members to this committee shall be as follows:
 1. The UFF President shall advise the UFF Executive Board members of all vacancies occurring.
 2. No later than March 17, the UFF Executive Board or designees shall canvass the colleges (preferably by email) for nominees among the tenured faculty (who are covered by this Agreement) who consent to run. The UFF Executive Board shall also notify the Provost and deans that the process of canvassing has begun. Any additional nominations, submitted to the UFF President by email by March 31, shall be accepted.
 3. Elections shall be held on the second consecutive Wednesday and Thursday of April at a posted time and place on campus. Elections may be conducted by electronic means through the submission of online ballots.

UNF – UFF Collective Bargaining Agreement 2014-2017

4. Ballots shall be counted at a posted time and place on campus by two members of the UFF Executive Board as soon as possible after the election. The University Administration shall designate two (2) observers for the ballot count.
 5. The list of successful candidates and alternates (the tenured faculty members with the next highest number of votes) shall be sent to the University Administration and posted on the UFF/UNF website.
 6. Election of members of the University Promotion and Tenure Committee shall be decided by plurality vote of the tenured and tenure-earning faculty (who are covered by this Agreement), meaning that the candidates will fill the positions in the order of the number of votes that they receive.
 - e. If a member of the Committee is unable to fulfill the two-year term of office, the vacancy shall be filled from the list of alternates referenced in 19.9(d)(1)d 5. above, starting with the alternate from the appropriate college or at large category with the highest number of votes. If there is no alternate from the appropriate college or at large category, the UFF Executive Board shall recommend tenured candidates from the vacant college or at large category to the University President and the UFF-UNF President, who shall then appoint a mutually acceptable tenured faculty member to fill that vacancy.
- (2) The University Promotion and Tenure Committee shall receive the tenure dossier from the Provost once he/she has verified that the Department Promotion and Tenure Committee, the department chair, and the dean have fulfilled their procedural and substantive responsibilities.
 - (3) The Provost shall meet with the University Promotion and Tenure Committee before it begins its evaluation of the tenure dossiers in order to give the committee its charge and to explain and clarify its procedural and substantive responsibilities according to this Agreement. The UFF-UNF President shall attend that meeting as an observer. Prior to convening and charging the University Promotion and Tenure Committee, the Provost shall meet with the UFF-UNF President to discuss the information he/she intends to present to the University Promotion and Tenure Committee.
 - (4) The University Promotion and Tenure Committee shall evaluate each tenure dossier according to the University's tenure criteria and the guidelines for application of those criteria pursuant to Article. Committee members, with

UNF – UFF Collective Bargaining Agreement 2014-2017

guidance from the Committee chair, shall avoid consideration of irrelevant or extraneous information.

- (5) After reviewing each candidate's tenure dossier and considering the written assessments and recommendations of the Department Promotion and Tenure Committee, the department chair, and the dean, and the candidate's written responses, if any, the members of the University Promotion and Tenure Committee shall submit a written assessment of the candidate's qualifications for tenure with reference to the University's criteria for tenure, and the guidelines for application of those criteria pursuant to Article 9, and shall make a positive or a negative recommendation with a copy to the department chair.
 - (6) The University Promotion and Tenure Committee Chair shall forward a copy of the Committee's assessment and recommendation to the candidate, who shall have five (5) days from receipt to submit a written response. The candidate's response, if any, shall be included in the tenure dossier.
 - (7) The chair of the University Promotion and Tenure Committee shall not forward the tenure dossier to the Provost until either the candidate submits a response or the five (5) day period for responding expires, whichever occurs first.
 - (8) The University Promotion and Tenure Committee shall give an accounting to the faculty at large of the number of positive and negative recommendations for tenure it gave to the Provost. The Committee shall also provide a report to the UFF delineating its positive or negative recommendations for tenure by rank and college. Committee members shall not report to any body information regarding their deliberations on individual candidates, unless it is required as part of a formal grievance hearing or other administrative or judicial forum.
- (e) Provost and Vice President for Academic Affairs
- (1) After the University Promotion and Tenure Committee has submitted its written assessments and recommendations, the Provost shall meet with the Committee to discuss each candidate's tenure dossier.
 - (2) After reviewing each candidate's tenure dossier and considering the written assessments and recommendations of the Department Promotion and Tenure Committee, the department chair, the dean, and the University Promotion and Tenure Committee, and the candidate's written responses, if any, the Provost shall submit to the candidate (with a copy to the chair) a draft written assessment of the candidate's qualifications for tenure with reference to the University's criteria for tenure and the guidelines for application of those criteria pursuant to Article 9, and shall make a positive

UNF – UFF Collective Bargaining Agreement 2014-2017

or a negative recommendation. The assessment shall confirm that all procedural and substantive responsibilities have been fulfilled.

- (3) Within five (5) days of receipt of the draft written assessment, the candidate may submit a written response or schedule a meeting with the Provost to discuss the candidate's qualifications for tenure, the procedures used in consideration of the candidate's case, and the Provost's recommendation.
- (4) The Provost shall forward a copy of his/her final assessment and recommendation to the candidate after the candidate submits a response to the draft written assessment or after the five-day period for responding expires, whichever occurs first. The candidate shall have five (5) days from receipt of the final assessment and recommendation to submit a written response. The candidate's response, if any, shall be included in the tenure dossier.
- (5) The Provost shall not forward the tenure dossier to the President until either the candidate submits a response or the five (5) day period for responding expires, whichever occurs first.
- (6) The Provost shall also forward his/her final assessment and recommendation to the candidate's dean and department chair, and to the chairs of the University Promotion and Tenure Committee and the Department Promotion and Tenure Committee, who shall share it with other members of their committees.
- (7) Following the submission of both the Provost's final assessments and recommendations to the President and the President's subsequent recommendation to the Trustees, the Provost shall make a report to the faculty at large delineating the positive or negative recommendations for tenure in comparison to those forwarded by the University Promotion and Tenure Committee and the number of withdrawals from the tenure process. The Provost shall also provide a report to the UFF delineating the positive or negative recommendations for tenure in comparison to those forwarded by the Department Promotion and Tenure Committee, the Department Chair, the Dean, the University Promotion and Tenure Committee, the Provost, and the President, by rank and college, and the number of withdrawals from the tenure process by rank and college.

(f) President

- (1) After reviewing each candidate's tenure dossier and considering the written assessments and recommendations of the Department Promotion and Tenure Committee, the department chair, the dean, the University Promotion and Tenure Committee, the Provost, and the candidate's written

UNF – UFF Collective Bargaining Agreement 2014-2017

responses, if any, the President shall make a final positive or negative recommendation to the Trustees.

- (2) The President shall forward a copy of his/her recommendation to the candidate, who shall have five (5) days from receipt to submit a written response before the President submits his/her recommendations to the Trustees. A copy of the President's recommendation shall also be sent to the Provost, the dean, the department chair, and the chairs of the University Promotion and Tenure Committee and the Department Promotion and Tenure Committee, who shall share it with the other members of their committee.
- (g) Board of Trustees. Upon the recommendation of the President, the Trustees shall make the final tenure decision.
- (h) Allegations of procedural deficiencies shall be subject to the grievance procedure; however, the final decision of the Trustees as to tenure is not subject to an arbitrator's decision.

19.10 Tenure Decision.

- (a) By the end of six (6) years of full-time or equivalent part-time service at the University, including time credited as tenure-eligible service, a faculty member eligible for tenure shall either be awarded tenure by the Trustees or given notice that further employment will not be offered pursuant to the non-reappointment provisions of this Agreement. This shall not apply where the faculty member has been extended additional time pursuant to Section 19.7(a)(6).
- (b) The President or designee shall notify the faculty member in writing of the decision of the Trustees as soon as possible thereafter, but no later than ten (10) days after the date of the decision. If the faculty member makes a written request within twenty (20) days after receipt of such notice, the University Administration shall provide the faculty member with a written explanation of the reasons why tenure was not granted. The written explanation shall be provided within twenty (20) days of the faculty member's request.
- (c) Tenure decisions shall normally be made at either the April or May Trustee meeting but in no case shall such decisions be made later than the June meeting. Exceptions to this provision involve faculty members who are appointed with tenure as a condition of employment. The tenure decision for those cases shall be made at the Trustee meeting immediately following the acceptance of employment, if practicable.
- (d) Within thirty-five (35) days after the tenure decisions by the Trustees, the tenure dossiers shall be returned to the faculty members. However, if a grievance has been

UNF – UFF Collective Bargaining Agreement 2014-2017

filed, a copy of the tenure dossier shall be provided to the grievant, and the Provost shall retain the original tenure dossier until final disposition of the grievance.

19.11 Withdrawal from the Process.

- (a) A candidate for tenure who is not yet in his/her sixth year of tenure-earning service, including any credited service toward tenure, may withdraw, without prejudice, at any stage in the tenure process before March 15, or before the Provost submits his/her final assessment and recommendation to the President, whichever is later. However, in the faculty member's final year of eligibility, the non-reappointment provisions and the provisions of Section 19.10(a) of this Agreement shall still apply, and the faculty member cannot be considered beyond the final year of eligibility unless the President grants an extension of eligibility. If the candidate chooses not to withdraw and is denied tenure, he/she shall be given a one-year terminal contract.
- (b) If a candidate withdraws from consideration, the tenure dossier (including all assessments and recommendations) shall be returned to the candidate.

19.12 Transfer of Tenure and Tenure-Earning Credit. When a tenured or tenure-earning faculty member is transferred as a result of a reorganization or program curtailment within the University, the faculty member's tenure or tenure credit shall be transferred to the new department.

ARTICLE 20
PROMOTIONS FOR TENURE-EARNING AND TENURED FACULTY

20.1 Policy.

- (a) Promotion decisions shall be based on established University promotion criteria as interpreted and clarified by each department/unit in guidelines adopted pursuant to Article 9 for the application of those criteria in terms appropriate or specific to the department's discipline(s).¹⁵ Such decisions shall reflect assessments that are not merely a totaling of a faculty member's annual performance evaluations but an assessment of the faculty member's performance since his/her last promotion or since his/her hiring (if there is no previous promotion). The rating of Meets Expectation on an annual performance evaluation is not necessarily reflective of successful progress toward promotion. In addition, such decisions shall reflect a demonstration of the faculty member's potential for growth and scholarly contributions by means of the faculty member's written statement articulating an agenda for continuing research/scholarship/creative activity. If there has been no previous UNF promotion, the promotion decision shall also include an assessment of the faculty member's applicable accomplishments at other institutions.
- (b) Faculty members who have been evaluated as meeting the criteria for promotion pursuant to the procedures contained herein shall be promoted.
- (c) Promotion criteria and the guidelines for application of those criteria pursuant to Article 9 shall be available in the department/unit and at the college/unit level, as well as provided to the UFF-UNF President. Each faculty member shall be provided a copy of the University promotion criteria and the guidelines for application of those criteria under which he/she will be evaluated.

20.2 Promotion Eligibility.

- (a) Promotion shall be through the faculty member's department/unit, and faculty members shall carry their rank with them if they change departments.
- (b) To be eligible to apply for promotion, a faculty member must have completed the following minimum number of years of full-time academic duties in rank:
 - (1) Assistant Professor to Associate Professor — three (3) years at UNF
 - (2) Associate Professor to Professor — four (4) years, with no fewer than three (3) years at UNF. Credit for a maximum of one year of full-time academic duties at the Associate Professor rank for faculty members hired at that rank shall be determined at the time of appointment by the Provost and Vice

¹⁵ Section 447.209, Florida Statutes, reserves to the University, as the public employer, the right to unilaterally determine the standards of service to be offered by the University.

UNF – UFF Collective Bargaining Agreement 2014-2017

President for Academic Affairs and shall be specified in the employment contract.

- (c) Service for the Purpose of Promotion Eligibility
 - (1) Full-time service for the purpose of promotion eligibility shall mean employment at 1.0 FTE during at least thirty-nine (39) weeks of any calendar or academic-year contract. Employment for one semester shall constitute one-half year of promotion-earning service.
 - (2) Part-time service of a faculty member employed at least one semester in any twelve (12) month period shall be accumulated. For example, two (2) semesters of half-time service shall be considered one-half year of service toward the period of promotion-earning service.

20.3 University Criteria for Promotion. The decision to award promotion to a faculty member shall be a result of his/her meritorious performance and shall be consistent with the University's promotion criteria and the guidelines for application of those criteria pursuant to Article 9. These judgments of academic performance are complex. They cannot easily be reduced to a quantitative formula, nor can the considerations that must be applied in each individual case be completely described in general terms or by numbers alone, separate from necessary qualitative assessments.

- (a) The faculty member's accomplishments elsewhere which are applicable to the UNF promotion criteria shall be considered in addition to his/her performance during his/her service at the University.
- (b) Promotion Criteria.
 - (1) The criteria for promotion from Assistant Professor to Associate Professor are the same as the criteria for tenure and are contained in Article 19 Tenure. However, a faculty member may be initially employed as an Associate Professor and not be granted tenure. In that event, tenure will be granted only upon satisfaction of the criteria contained in Article 19, Tenure.
 - (2) Promotion from Associate Professor to Professor requires that the candidate be an outstanding teacher, be an outstanding scholar, and demonstrate continuing meaningful contributions in service.
 - a. Outstanding teaching is evidenced by an overall record of high quality teaching. High quality teaching is demonstrated by evidence of effectiveness in presenting knowledge and skills, in stimulating students' critical thinking and/or creative abilities, and the development or revision of curriculum and course structure.
 - b. Outstanding scholarship is evidenced by an ongoing agenda of inquiry that has resulted in a body of published scholarly or creative

UNF – UFF Collective Bargaining Agreement 2014-2017

works of high quality. This body of works typically must be significantly greater than the body of works that resulted in the faculty member's promotion from Assistant Professor to Associate Professor.¹⁶

- c. Making continuing meaningful contributions in service is evidenced by a record of active participation in University governance through committees and otherwise, as well as a record of active service to one's professional discipline and the broader public which may occur at the local, state, national, and international levels.
- (c) The promotion decision shall also take into account the following:
- (1) annual assignments and annual performance evaluations;
 - (2) no fewer than two letters of external evaluation addressing the candidate's research/scholarly/creative activity, along with the curriculum vitae of the evaluators.¹⁷ The candidate shall submit a list of between five and seven names to the chair, who shall be responsible for choosing the individuals who will be requested to submit letters of evaluation. If two people from the list submitted by the candidate do not agree to serve as evaluators, the candidate shall submit additional names, as necessary, until two people have agreed to serve.
 - (3) the contributions the faculty member has made to the academic unit (program, department/unit, college/unit, and University), based upon his/her entire record of performance in teaching, research/scholarship/creative activity, and service over the period since his/her promotion (or if there has been no previous UNF promotion, over the faculty member's entire period of service at UNF).

¹⁶ It is expected that a faculty member will remain productive following promotion to Associate Professor. Candidates for promotion to Professor who exceeded the standard of excellence in their promotion to Associate Professor will be required to meet the same standard of outstanding that all candidates must meet in order to be promoted to Professor.

¹⁷ Letters from external reviewers are intended to be unbiased evaluations from recognized scholars in the field. External reviewers for candidates for promotion shall hold the rank of Associate Professor, Professor, or a position of comparable scholarly expertise. These letters shall not be solicited from individuals with whom a very close personal or professional relationship exists, such as the candidate's dissertation director, or a co-editor of a publication that is being counted as scholarship in the dossier. The candidate shall notify his/her chair not later than June 1 of his/her intent to present his/her dossier for promotion review. External reviewers should be sent the candidate's curriculum vitae and copies of those scholarly and/or creative works along with any other materials or information that the candidate and his/her department chair have agreed to send. The department chair shall indicate in a letter to external reviewers the timeline for the candidate's dossier review process, and shall request that the reviewer address only the quality of the candidate's scholarship, such as its importance as a contribution to the field. Because the requirements for promotion at the reviewer's home institution may be significantly different from those at UNF, it should be made clear to the reviewer that he/she is not to address the issue of promotability.

UNF – UFF Collective Bargaining Agreement 2014-2017

- (4) the faculty member's written statement articulating an agenda for continuing research/scholarship/creative activity.
- (5) whether the faculty member has engaged in either a pattern of behavior or a single, egregious instance of behavior that disrupts or obstructs the orderly and effective functioning of the department, college, or University. Documentation of such disruptive or obstructive behavior must be made in a timely manner and placed in the faculty member's evaluation file. This section shall not be construed or used to limit the faculty member's right to exercise his/her academic freedom.

20.4 Changes in University Promotion Criteria or the Guidelines for Application of those Criteria.

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

20.5 Progress Toward Promotion. Each tenure-earning faculty member who holds the rank of Assistant Professor shall be apprised annually in writing by his/her chair regarding the faculty member's progress toward promotion. In addition, any faculty member holding the rank of Associate Professor may request an appraisal in writing by his/her chair regarding the faculty member's progress toward promotion. The faculty member may make such request not more frequently than once per year. Except as modified below, the tenure appraisal process provided in Section 19.7(a) of the Tenure article shall serve this purpose for tenure-earning faculty.

- (a) The dean shall review and approve the promotion appraisal.
- (b) The promotion appraisal shall be included as a separate component of the annual

UNF – UFF Collective Bargaining Agreement 2014-2017

evaluation and is intended to provide assistance and guidance to the faculty member to help him/her achieve promotion.

- (c) The chair's appraisal shall specify whether the faculty member is making appropriate and satisfactory progress toward achieving promotion according to the University's promotion criteria and the guidelines for application of those criteria pursuant to Article 9. The appraisal shall mention any deficiency in the faculty member's performance that the chair believes may adversely affect the faculty member's ability to achieve promotion.
- (d) If the appraisal identifies a deficiency in the faculty member's performance, the chair shall make timely relevant recommendation(s) for improvement.
- (e) The faculty member may request, in writing, a meeting with an administrator at the next higher level to discuss concerns regarding the promotion appraisal that were not resolved in previous discussions with the evaluator.
- (f) The chair's appraisals are not binding upon the University.

20.6 Initiation of the Promotion Process.

- (a) The promotion process begins when the appropriate department chair or comparable supervisor (hereinafter "department chair") notifies the faculty member of his/her eligibility for promotion or the faculty member provides the department chair written notification of candidacy.
- (b) Candidates for promotion shall be provided a copy of the University promotion procedures checklist, the guidelines for application of University promotion criteria pursuant to Article 9, and any other necessary materials, information, and forms.
- (c) The department chair shall advise the candidate in the preparation of the promotion dossier.
- (d) Promotion Dossier.
 - (1) The candidate shall be responsible for ensuring that all pertinent information is included in the promotion dossier and for ensuring that the dossier is complete.
 - (2) The only documents that may be considered in making a promotion recommendation are those contained or referenced in the promotion dossier. Documents shall not be placed in protective sheets inside the dossier.
 - (3) The promotion dossier shall consist of a 1.5-inch summary binder plus any other evidence the candidate chooses to present to support his/her

UNF – UFF Collective Bargaining Agreement 2014-2017

candidacy.¹⁸ The candidate shall ensure that the 1.5-inch summary binder includes all of the following materials in the order specified:

- a. a cover/title page
- b. a table of contents listing each document in the promotion dossier
- c. the University's promotion procedures checklist
- d. a signed statement by the candidate attesting to the accuracy of the information included in the dossier
- e. a copy of the guidelines for application of University promotion criteria pursuant to Article 9
- f. the candidate's current curriculum vitae
- g. a copy of the candidate's annual assignments, including the department chair's indication of the proportions of the candidate's assignments that have been devoted to teaching, scholarship, and service
- h. a copy of the candidate's annual evaluations
- i. a summary and discussion by the candidate of significant teaching and curriculum efforts, including but not limited to a summary of evaluations of his/her teaching by students and academic colleagues through University-sanctioned methods such as survey instruments, questionnaires, and in-class visitations, observations, and interviews
- j. a summary and discussion by the candidate of his/her research/scholarship/creative activity, publication record, and agenda for continuing research/scholarship/creative activity
- k. a summary and discussion by the candidate of his/her professionally related service activities
- l. all letters received from departmental faculty, which are submitted by the deadline. These letters are intended to focus solely on the candidate's teaching, research/scholarship/creative activity, or service. Only the portions of the letters that focus on the candidate's teaching, research/scholarship/creative activity, or service shall be considered in the promotion recommendations and decision.

¹⁸ If an approved electronic format of dossiers becomes available, they will be acceptable for this process.

UNF – UFF Collective Bargaining Agreement 2014-2017

- m. if desired by the candidate, no more than seven (7) other letters of recommendation
- n. at least two (2) external letters of evaluation regarding the candidate's scholarship/research/creative activity, along with the curriculum vitae of the evaluators, as prescribed in Section 19.5 (d)(2)
- o. copies of the department chair's annual promotion appraisals
- p. a section for the insertion of the assessments and recommendations of the Department Promotion and Tenure Committee, the department chair, the dean, the University Promotion and Tenure Committee, and the Provost and Vice President of Academic Affairs
- q. a listing of documents added to the dossier by authorized individuals as per this Article after commencement of consideration of the dossier. The listing shall be added to the table of contents by the individual who requested the additional document(s), referencing the date, and the reasons why such document(s) were included

(4) Alterations to the Promotion Dossier.

- a. Once the dossier has been compiled by the candidate and submitted to the department chair, no material shall be removed from the promotion dossier. However, the chair, dean, or provost shall remove materials proven to be contrary to fact or in violation of this Agreement. This section shall not authorize the removal of materials from the promotion dossier when there is a dispute concerning a matter of judgment or opinion rather than fact
- b. Once the dossier has been compiled by the candidate and submitted to the department chair, the candidate may not introduce new information into the dossier but may update information already in the dossier
- c. No materials shall be added to the promotion dossier after this point without the candidate's consent, except:
 - 1. the written assessments and recommendations of faculty committees and administrators who are charged with making recommendations regarding the candidate's promotion application, and the candidate's response to these, if any;

UNF – UFF Collective Bargaining Agreement 2014-2017

2. clarification, documentation or validation of assertions made by the candidate in the dossier, when requested in writing by reviewing faculty committees and administrators;
 3. information as specified in Section 20.6 (d)(3) above, which may have been inadvertently omitted; and
 4. timely submitted letters from department faculty as provided in Section 20.6 (d)(3)l.
- d. No candidate shall be required to provide additional information or materials not referenced in Section 20.6 (d)(3), above, or 20.6 (d)(4)c., nor shall the candidate be penalized or disadvantaged for refusing to provide such information or materials.
 - e. Prior to the consideration of the candidate's promotion dossier and at any point in the review process, the candidate shall have the right to review the contents of the promotion dossier and may attach a brief and concise response to any materials therein.
 - f. If any material is added to or changed in the dossier after the commencement of consideration, the date shall be recorded on the material, and a copy shall be sent to the candidate within five (5) days by personal delivery. The candidate may attach a brief response within five (5) days of his/her receipt of the added or changed material. The promotion dossier shall not be forwarded until either the candidate submits a response or five (5) days have elapsed from the date of receipt of the additional or changed materials by the candidate, whichever occurs first.
- (5) Except by consent of the candidate, there shall be no anonymous material in the promotion dossier except for numerical summaries of student evaluations that are part of the regular evaluation procedure of classroom instruction and/or written comments from students obtained as part of that regular evaluation procedure. If written comments from students in a course are included in the promotion dossier, all of the comments obtained in the same course must be included.
 - (6) Any person inspecting the promotion dossier shall sign a master list, which shall be maintained by the administrative office (department or college) where the dossier is located at that stage in the review process.
 - (7) The contents of the promotion dossier shall only be available for inspection by the candidate, the candidate's representative, University officials who use the information in carrying out their responsibilities, the Department Promotion and Tenure Committee and the University Promotion and

UNF – UFF Collective Bargaining Agreement 2014-2017

Tenure Committee, which are charged with the responsibility of evaluating the candidate's performance. Faculty members in the candidate's department who may choose to write letters of recommendation and/or who participate in the department vote shall also have access to the dossier. In addition, the candidate may grant access to the dossier to a faculty member from another department from whom he or she has requested a letter of recommendation.

20.7 Promotion Review and Recommendation Procedures. The only documents that shall be considered in making a promotion recommendation are those contained or referenced in the promotion dossier and in the candidate's Evaluation File. Recommendations for the awarding of promotions shall include the following levels of review:

- (a) Department Promotion and Tenure Committee
 - (1) Each department shall constitute a promotion and tenure committee which includes either the entire tenured faculty or a subcommittee of the tenured faculty. Provided, however, if the candidate is applying for promotion to full professor, the committee shall consist only of tenured full professors. Each department shall develop provisions governing the formation and conduct of the Department Promotion and Tenure Committee. The department chair and the candidate shall not be a member of the committee.
 - (2) The Department Committee's function shall be to review each candidate's promotion dossier, to provide a separate written assessment of the candidate's qualifications for promotion, and to provide a written recommendation to the department chair. This written assessment and recommendation, which shall become a part of the candidate's promotion dossier, shall include a description of the Committee's procedures, a discussion of the candidate's qualifications for promotion with reference to the University promotion criteria and the guidelines for application of those criteria pursuant to Article 9, and the result of the vote taken by the Committee. The vote shall be conducted in a lawful manner which is intended to assure a free and voluntary exercise of choice.
 - d) Judgments of academic excellence are complex. They cannot easily be reduced to a quantitative formula, nor can the considerations that must be applied in each individual case be completely described in general terms or by numbers alone, separate from necessary qualitative assessments.
 - e) The Committee's written assessment and recommendation must therefore address the breadth and depth of the candidate's accomplishments, or the combinations of such accomplishments, in

UNF – UFF Collective Bargaining Agreement 2014-2017

teaching, research/scholarship/creative activity, and professional service that qualify as excellent.

- f) With respect to research/scholarship/creative activity, the Committee's written assessment and recommendation must address the relative value of the different categories of the candidate's research/scholarly/creative activity and the outlets in which the candidate has published, exhibited, or performed.
- (3) The Department Committee shall forward a copy of its assessment and recommendation to the candidate, who shall have five (5) days from receipt to submit a written response. The candidate's response, if any, shall be included in the promotion dossier.
 - (4) The Department Committee shall not forward the promotion dossier to the department chair until either the candidate submits a response or the five (5) day period for responding expires, whichever occurs first.
- (b) Department Chair
- (1) The department chair shall review all procedural and substantive matters for completeness in order to ensure that the Department Promotion and Tenure Committee has met its responsibilities.
 - (2) If the Department Promotion and Tenure Committee did not comprise a committee of the whole, the remaining tenured faculty members in the department at the rank above the candidate shall review the candidate's dossier and any materials referenced in it. The chair shall thereafter conduct a vote on the candidate's qualifications by the remaining tenured faculty members at the rank above the candidate (excluding the chair, visitors, and adjuncts). The vote shall be conducted in a lawful manner that is intended to assure a free and voluntary exercise of choice. The number of faculty voting for, against, abstaining, and absent shall equal the total number of faculty members of the department who are eligible to vote according to this Agreement.
 - (3) After reviewing each candidate's promotion dossier and considering the written assessment and recommendation of the Department Promotion and Tenure Committee, and the candidate's written response, if any, the department chair shall submit a written assessment of the candidate's qualifications with reference to the University's promotion criteria and the guidelines for application of those criteria pursuant to Article 9, and shall make a positive or a negative recommendation. The department chair's written assessment and recommendation shall also report the vote of the faculty members noted in (a) (2) and (b)(2).

UNF – UFF Collective Bargaining Agreement 2014-2017

- (4) The department chair shall meet with each candidate to give the candidate a copy of his/her written assessment and recommendation, prior to sending a copy to the Department Promotion and Tenure Committee chair, to be shared with the other members of the committee. The department chair shall discuss with the candidate both the chair's assessment and recommendation and that of the Department Promotion and Tenure Committee.
 - (5) The candidate shall have five (5) days from receipt of the department chair's assessment and recommendation to submit a written response. The candidate's response, if any, shall be included in the promotion dossier.
 - (6) The department chair shall not forward the promotion dossier to the dean until either the candidate submits a response or the five (5) day period for responding expires, whichever occurs first.
- (c) Dean
- (1) The dean shall review all procedural and substantive matters for completeness in order to ensure that the Department Promotion and Tenure Committee and the department chair have met their responsibilities.
 - (2) If the promotion recommendations of the Department Promotion and Tenure Committee and the department chair disagree, the dean shall meet jointly with the Committee and the department chair no later than two weeks following receipt of the dossier to discuss the differing recommendations. Upon the faculty member's written request, the dean shall also meet with the candidate to discuss the promotion recommendations of the Department Promotion and Tenure Committee and the department chair and to correct any misunderstanding or misinformation.
 - (3) After reviewing each candidate's promotion dossier and considering the written assessments and recommendations of the Department Promotion and Tenure Committee and the department chair, and the candidate's written responses, if any, the dean shall submit a written assessment of the candidate's qualifications for promotion with reference to the University's criteria for promotion and the guidelines for application of those criteria pursuant to Article 9, and make a positive or a negative recommendation. The dean's written assessment and recommendation shall point out if his/her recommendation differs from that of the Department Promotion and Tenure Committee, the department chair, or both, and shall include confirmation that all procedural and substantive responsibilities of the Committee and the department chair have been met.
 - (4) The dean shall forward a copy of his/her assessment and recommendation to the candidate, the department chair, and the chair of the Department

UNF – UFF Collective Bargaining Agreement 2014-2017

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

- (5) The dean shall not forward the dossier to the Provost and Vice President for Academic Affairs until either the candidate submits a response or the five (5) day period for responding expires, whichever occurs first.
 - (6) In cases in which the dean's recommendation differs from the recommendations of the Department Promotion and Tenure Committee, the department chair, or both, the Provost and Vice President for Academic Affairs (hereinafter "Provost") shall retain those promotion dossiers and meet jointly with the Committee, the department chair, and the dean. Following this meeting, the Provost shall forward the dossiers to the University Promotion and Tenure Committee.
- (d) University Promotion and Tenure Committee
- (1) The University Promotion and Tenure Committee shall consist of eleven tenured faculty (who are covered by this Agreement) at the Associate Professor or Professor rank who do not have line authority over promotion decisions and are not personally related to candidates for promotion: one faculty member holding the rank of Professor from each of the colleges and the remaining faculty members at large holding the rank of either Professor or Associate Professor.
 - a. No candidate being considered by the Committee for promotion may serve on the Committee.
 - b. The term of office for each member on the Committee shall be two (2) academic years. In order to provide the staggering of terms within the Committee, the election for 2008-09 was conducted as follows: the representatives from the Brooks College of Health, the College of Education and Human Services, and three at-large members were elected for a one-year term, and the representatives from the College of Arts and Sciences, the Coggin College of Business, and the College of Computing, Engineering, and Construction, and three at-large members were elected for a two-year term.
 - c. In subsequent alternate years, five members (the representatives from the Brooks College of Health, the College of Education and Human Services, and three at-large members) or six members (the representatives from the College of Arts and Sciences, the Coggin

UNF – UFF Collective Bargaining Agreement 2014-2017

College of Business, and the College of Computing, Engineering, and Construction, and three at-large members) shall be elected.

- d. No later than March 31, the UFF Executive Board shall collect nominations as are necessary to fill all vacancies scheduled to occur on the University Promotion and Tenure Committee. The procedure for electing members to this committee shall be as follows:
 1. The UFF-UNF President shall advise the UFF Executive Board members of all vacancies occurring.
 2. No later than March 17, the UFF Executive Board or designees shall canvass the colleges (preferably by email) for nominees among the tenured faculty (who are covered by this Agreement) who consent to run. The UFF Executive Board shall also notify the Provost and deans that the process of canvassing has begun. Any additional nominations, submitted to the UFF President by email by March 31, shall be accepted.
 3. Elections shall be held on the second consecutive Wednesday and Thursday of April at a posted time and place on campus. Elections may be conducted by electronic means through the submission of online ballots.
 4. Ballots shall be counted at a posted time and place on campus by two members of the UFF Executive Board as soon as possible after the election. The University Administration shall designate two (2) observers for the ballot count.
 5. The list of successful candidates and alternates (the tenured faculty members with the next highest number of votes) shall be sent to the University Administration and posted on the UFF-UNF website.
 6. Election of members of the University Promotion and Tenure Committee shall be decided by plurality vote of the tenured and tenure-earning faculty (who are covered by this Agreement), meaning that the candidates will fill the positions in the order of the number of votes that they receive.
- e. If a member of the Committee is unable to fulfill the two-year term of office, the vacancy shall be filled from the list of alternates referenced in 20.7 (d)(1)d 5. above, starting with the alternate from

UNF – UFF Collective Bargaining Agreement 2014-2017

the appropriate college or at large category with the highest number of votes. If there is no alternate from the appropriate college or at large category, the UFF Executive Board shall recommend tenured candidates from the vacant college or at large category to the University President and the UFF-UNF President, who shall then appoint a mutually acceptable tenured faculty member to fill that vacancy.

- (2) The University Promotion and Tenure Committee shall receive the promotion dossier from the Provost once he/she has verified that the Department Promotion and Tenure Committee, the department chair, and the dean have fulfilled their procedural and substantive responsibilities.
- (3) The Provost shall meet with the University Promotion and Tenure Committee before it begins its evaluation of the promotion dossiers in order to give the committee its charge and to explain and clarify its procedural and substantive responsibilities according to this Agreement. The UFF-UNF President shall attend that meeting as an observer. Prior to convening and charging the University Promotion and Tenure Committee, the Provost shall meet with the UFF-UNF President to discuss the information he/she intends to present to the University Promotion and Tenure Committee.
- (4) The University Promotion and Tenure Committee shall evaluate each promotion dossier according to the University's promotion criteria and the guidelines for application of those criteria pursuant to Article 9. Committee members, with guidance from the Committee chair, shall avoid consideration of irrelevant or extraneous information.
- (5) After reviewing each candidate's promotion dossier and considering the written assessments and recommendations of the Department Promotion and Tenure Committee, the department chair, and the dean, and the candidate's written responses, if any, the members of the University Promotion and Tenure Committee shall submit a written assessment of the candidate's qualifications for promotion with reference to the University's criteria for promotion and the guidelines for application of those criteria pursuant to Article 9, and shall make a positive or a negative recommendation with a copy to the department chair.
- (6) The University Promotion and Tenure Committee Chair shall forward a copy of the Committee's assessment and recommendation to the candidate, who shall have five (5) days from receipt to submit a written response. The candidate's response, if any, shall be included in the promotion dossier.
- (7) The chair of the University Promotion and Tenure Committee shall not forward the promotion dossier to the Provost until either the candidate

UNF – UFF Collective Bargaining Agreement 2014-2017

submits a response or the five (5) day period for responding expires, whichever occurs first.

- (8) The University Promotion and Tenure Committee shall give an accounting to the faculty at large of the number of positive and negative recommendations for promotion it gave to the Provost. The Committee shall also provide a report to the UFF delineating its positive or negative recommendations for promotion by rank and college. Committee members shall not report to any body information regarding their deliberations on individual candidates, unless it is required as part of a formal grievance hearing or other administrative or judicial forum.
- (e) Provost and Vice President for Academic Affairs
- (1) After the University Promotion and Tenure Committee has submitted its written assessments and recommendations, the Provost shall meet with the Committee to discuss each candidate's promotion dossier.
 - (2) After reviewing each candidate's promotion dossier and considering the written assessments and recommendations of the Department Promotion and Tenure Committee, the department chair, the dean, and the University Promotion and Tenure Committee, and the candidate's written responses, if any, the Provost shall submit to the candidate (with a copy to the chair) a draft written assessment of the candidate's qualifications for promotion with reference to the University's criteria for promotion and the guidelines for application of those criteria pursuant to Article 9, and shall make a positive or a negative recommendation. The assessment shall confirm that all procedural and substantive responsibilities have been fulfilled.
 - (3) Within five (5) days of receipt of the draft written assessment, the candidate may submit a written response or schedule a meeting with the Provost to discuss the candidate's qualifications for promotion, the procedures used in consideration of the candidate's case, and the Provost's recommendation.
 - (4) The Provost shall forward a copy of his/her final assessment and recommendation to the candidate after the candidate submits a response to the draft written assessment or after the five-day period for responding expires, whichever occurs first. The candidate shall have five (5) days from receipt of the final assessment and recommendation to submit a written response. The candidate's response, if any, shall be included in the promotion dossier.
 - (5) The Provost shall not forward the promotion dossier to the President until either the candidate submits a response or the five (5) day period for responding expires, whichever occurs first.

UNF – UFF Collective Bargaining Agreement 2014-2017

- (6) The Provost shall also forward his/her final assessment and recommendation to the candidate's dean and department chair, and to the chairs of the University Promotion and Tenure Committee and the Department Promotion and Tenure Committee, who shall share it with other members of their committees.
- (7) Following the submission of both the Provost's final assessments and recommendations to the President and the President's subsequent recommendation to the Trustees, the Provost shall make a report to the faculty at large delineating the positive or negative recommendations for promotions in comparison to those forwarded by the University Promotion and Tenure Committee and the number of withdrawals from the promotion process. The Provost shall also provide a report to the UFF delineating the positive or negative recommendations for promotion in comparison to those forwarded by the Department Promotion and Tenure Committee, the Department Chair, the Dean, the University Promotion and Tenure Committee, the Provost, and the President, by rank and college, and the number of withdrawals from the promotion process by rank and college.
- (f) On the Department Promotion and Tenure Committee and the University Promotion and Tenure Committee only tenured faculty members (who are covered by this Agreement) holding the rank of Professor shall vote on the cases of promotion to Professor. If there are fewer than three (3) tenured faculty members (who are covered by this Agreement) holding the rank of Professor in a department, the Dean shall appoint sufficient additional Professors to the Committee from a list of College tenured faculty (who are covered by this Agreement) holding the rank of Professor submitted by the tenured faculty of the department. The submitted list shall consist of three (3) times the number of tenured faculty as vacant positions on the Committee.
- (g) President. After reviewing each candidate's promotion dossier and considering the written assessments and recommendations of the Department Promotion and Tenure Committee, the Chair, the Dean, the University Promotion and Tenure Committee, the Provost, and the candidate's written responses, if any, the President shall make a final decision whether to award promotion. The President or designee shall notify the faculty member in writing as soon as possible, but no later than ten (10) days after the date of the decision. A copy of the President's decision shall also be sent to the Provost, the Dean, the Chair, the Chair of the University Promotion and Tenure Committee, who shall share it with the other members of the Committee, and the Chair of the Department Promotion Committee, who shall share it with the other members of the Committee.
- (h) Following the submission of both the Provost's final assessments and recommendations to the President and the President's final decisions, the Provost shall make a report to the faculty at large delineating the positive or negative recommendations for promotion in comparison to those forwarded by the

UNF – UFF Collective Bargaining Agreement 2014-2017

University Promotion and Tenure Committee and the number of withdrawals from the promotion process. The Provost shall also provide a report to the UFF delineating the positive or negative recommendations for promotion in comparison to those forwarded by the Department Promotion and Tenure Committee, the Department Chair, the Dean, the University Promotion and Tenure Committee, the Provost, and the President, by rank and college, and the number of withdrawals from the promotion process by rank and college.

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

20.8 Promotion Decision.

- (a) The President shall award promotion. The President or designee shall notify the faculty member in writing of the decision as soon as possible, but no later than ten (10) days after the date of the decision.
- (b) If a faculty member is denied a promotion and makes a written request to the President within twenty (20) days after receipt of notification of denial, the President or designee shall provide the faculty member with a written explanation of the reasons why promotion was not granted. The written explanation shall be provided within twenty (20) days of the faculty member's request.
- (c) Within thirty-five (35) days after the promotion decisions, the promotion dossiers shall be returned to the faculty members. However, if a grievance has been filed, a copy of the promotion dossier shall be provided to the grievant, and the Provost shall retain the original promotion dossier until final disposition of the grievance.
- (d) Allegations of procedural deficiencies shall be subject to the grievance procedure; however, the final decision of the President as to promotion is not subject to an arbitrator's decision.

20.9 Withdrawal From the Process.

- (a) A candidate for promotion may withdraw, without prejudice, at any stage in the process before March 15 or before the Provost submits his/her final assessment and recommendation to the President, whichever is later.
- (b) If a candidate withdraws from consideration, the promotion dossier (including all assessments and recommendations) shall be returned to the candidate.

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

ARTICLE 21
PROMOTIONS FOR LIBRARY FACULTY

21.1 Policy.

- (a) Promotion decisions shall be based upon established University promotion criteria and library guidelines for application of those criteria pursuant to Article 9. Such decisions shall reflect assessments that are not merely a totaling of a library faculty member's annual performance evaluations but an assessment of the library faculty member's performance since his/her last promotion or since his/her hiring (if there is no previous promotion). The rating of Meets Expectation on an annual performance evaluation is not necessarily reflective of successive progress toward promotion. In addition, such decisions shall reflect a demonstration of the library faculty member's potential for growth and continuing contributions to the University and profession by means of the library faculty member's written statement articulating an agenda for continuing growth and development. If there has been no previous UNF promotion, the promotion decision shall also include an assessment of the library faculty member's applicable accomplishments at other institutions.
- (b) Library faculty members who have been evaluated as meeting the criteria for promotion pursuant to the procedures contained herein shall be promoted.
- (c) Promotion criteria and library guidelines for application of those criteria pursuant to Article 9 shall be available in the main office of the library, as well as provided to the UFF-UNF President. Each library faculty member shall be provided a copy of the University promotion criteria and the guidelines for application of those criteria under which he/she shall be evaluated.

21.2 Promotion Eligibility.

- (a) Promotion shall be through the Library, and library faculty members shall carry their rank with them if they change units within the Library.
- (b) To be eligible to apply for promotion, a library faculty member must have completed the following minimum number of years of full-time duties:
 - (1) Assistant University Librarian to Associate University Librarian — a total of five (5) years of professional library experience, with no less than three (3) years at UNF.
 - (2) Associate University Librarian to University Librarian — a total of nine (9) years of professional library experience, with no less than two (2) years at UNF.
- (c) Credit for the number of years of full-time duties in rank shall be determined

UNF – UFF Collective Bargaining Agreement 2014-2017

at the time of appointment by the Provost and Vice President for Academic Affairs and shall be specified in the employment contract.

21.3 University Criteria for Promotion. The decision to award a promotion to a library faculty member shall be a result of his/her meritorious performance and shall be consistent with the University's promotion criteria and library guidelines for application of those criteria pursuant to Article 9. These judgments of excellent or outstanding performance are complex. They cannot easily be reduced to a quantitative formula, nor can the considerations that must be applied in each individual case be completely described in general terms or by numbers alone, separate from necessary qualitative assessments.

- (a) The library faculty member's accomplishments elsewhere which are applicable to the UNF promotion criteria shall be considered in addition to his/her performance during his/her service at the University.
- (b) Promotion from Assistant University Librarian to Associate University Librarian requires that the candidate be excellent in performing his/her assigned duties and show evidence of professional and intellectual accomplishments contributing to the University and the profession. Promotion from Associate University Librarian to University Librarian requires that the candidate must be outstanding in performing his/her assigned duties and show evidence of substantial professional and intellectual accomplishments that contribute to the University and the profession.
 - (1) Meritorious performance of assigned duties (excellent performance in the case of promotion to Associate University Librarian and outstanding performance in the case of promotion to University Librarian) is evidenced by showing increasing responsibility and continuing growth in the profession, successfully applying the library faculty member's knowledge of library science in the development and organization of the library collection, and/or facilitating the use of library services and resources by the University community. For promotion from Associate University Librarian to University Librarian, the performance of assigned duties must be more meritorious than that which resulted in the library faculty member's promotion from Assistant University Librarian to Associate University Librarian.
 - (2) Demonstrating professional and intellectual accomplishments that contribute to the University and the profession is evidenced by professional development contributions, creative contributions, and a record of active participation in University governance through committees and otherwise or a record of active service to one's professional discipline and the broader public which may occur at the local, state, national, and international levels. For promotion from Associate University Librarian to University Librarian, these contributions must be greater than those which resulted in the library

UNF – UFF Collective Bargaining Agreement 2014-2017

faculty member's promotion from Assistant University Librarian to Associate University Librarian.

- (c) The promotion decision shall also take into account the following:
 - (1) Whether the candidate has a master's degree in library science from an American Library Association (ALA) accredited school and conforms to the other requirements set by UNF;
 - (2) annual assignments and annual performance evaluations;
 - (3) whether the library faculty member has engaged in a pattern of behavior that disrupts or obstructs the orderly and effective functioning of the unit, the Library, or University. Documentation of such disruptive or obstructive behavior must be made in a timely manner and placed in the library faculty member's evaluation file. This section shall not be construed or used to limit the library faculty member's right to exercise his/her academic freedom.

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

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

21.5 Progress Toward Promotion.

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

UNF – UFF Collective Bargaining Agreement 2014-2017

- (b) The appraisal shall be a separate component of the annual evaluation and is intended to provide assistance and counseling to the library faculty members to help them to achieve promotion.
- (c) The supervisor's appraisal shall specify whether the library faculty member is making appropriate and satisfactory progress toward achieving promotion according to library guidelines for application of University's promotion criteria. The supervisor shall mention any deficiency in the library faculty member's performance that the supervisor believes may adversely affect the library faculty member's ability to achieve promotion.
- (d) If the appraisal identifies a deficiency in the library faculty member's performance, the supervisor shall make timely relevant recommendation(s) for improvement. The Dean of the Library shall also review and approve the promotion appraisal.
- (e) The library faculty member may request, in writing, a meeting with an administrator at the next higher level to discuss concerns regarding the promotion appraisal that were not resolved in previous discussion with the evaluator.
- (f) The appraisals are not binding upon the University.

21.6 Initiation of the Promotion Process.

- (a) The promotion process begins when the Dean or comparable supervisor notifies the faculty member of his/her eligibility for promotion or the faculty member provides the Dean or comparable supervisor written notification of candidacy.
- (b) Candidates for promotion shall be provided a copy of the Library promotion procedures checklist and a copy of library guidelines for application of the University promotion criteria for library faculty and any other necessary materials, information, and forms.
- (c) The Dean or designee shall advise the candidate in the preparation of the promotion dossier.
- (d) Promotion Dossier.
 - (1) The candidate shall be responsible for ensuring that all pertinent information is included in the promotion dossier and for ensuring that the dossier is complete.
 - (2) The only documents that may be considered in making a promotion recommendation are those contained or referenced in the promotion

UNF – UFF Collective Bargaining Agreement 2014-2017

dossier. Documents shall not be placed in protective sheets inside the dossier.

- (3) The promotion dossier should include, to the greatest extent possible, all relevant data that would inform the Library Promotion Committee of the candidate's activities and accomplishments throughout his/her professional career. As a tangible representation of the entire professional career of the candidate, the promotion dossier shall include those items that will demonstrate meritorious performance of assigned duties (excellent performance in the case of promotion to Associate University Librarian, outstanding performance in the case of promotion to University Librarian), professional and intellectual development, creative accomplishments, contributions to the University, the community, or the profession, and other evidence that would normally qualify the candidate for promotion.
- (4) The promotion dossier shall consist of a 1.5 inch summary binder plus any other evidence the candidate chooses to present to support his/her candidacy.¹⁹ The candidate shall ensure that the 1.5 inch summary binder includes all of the following materials in the order specified.
 - a. a cover/title page
 - b. a table of contents listing each document in the promotion dossier
 - c. UNF Library Promotion Application Form — Checklist of Required Documents and Review Statement and a signed statement by the candidate attesting to the accuracy of the information included in the promotion dossier
 - d. a copy of library guidelines for application of the University promotion criteria
 - e. the candidate's resume
 - f. a copy of all the candidate's annual assignments (past and current UNF job descriptions) in reverse chronological order. (Inclusion of past professional job descriptions at other institutions is optional.)
 - g. a copy of all the candidate's UNF annual evaluations in reverse chronological order. (Inclusion of other evaluations from professional appointments elsewhere is optional.)

¹⁹ If an approved electronic format of dossier becomes available, they will be acceptable for this process.

UNF – UFF Collective Bargaining Agreement 2014-2017

- h. all letters received from librarians or other faculty members, which are submitted by the deadline. These letters are intended to focus solely on the candidate's execution of his/her assigned duties and professional and intellectual accomplishments that demonstrate contributions to the University and the profession. Only the portions of the letters that focus on the candidate's execution of assigned duties and professional and intellectual accomplishments shall be considered in the promotion recommendations and decision.
- i. any optional materials the candidate chooses to include addressing his/her qualifications for promotion (such as a statement of qualifications, a list of courses taught and frequency, transcripts of academic course work completed after the master's degree in library science, letters of reference and commendations, or other items that the candidate deems pertinent).
- j. copies of the supervisor's annual promotion appraisals, if applicable.
- k. a listing of documents added to the dossier by authorized individuals as per this Article after commencement of consideration of the dossier. The listing shall be added to the table of contents by the individual who requested the additional document(s), referencing the date, and the reasons why such document(s) were included.
- l. a section for the insertion of the assessments and recommendations of the candidate's supervisor, the Library Promotion Committee, the Dean of the Library, the Provost and Vice-President of Academic Affairs, and the President
- m. Summary of Statements Document (the page recording the decisions and signatures)

(5) Alterations to the Promotion Dossier

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

UNF – UFF Collective Bargaining Agreement 2014-2017

- b. Once the dossier has been compiled by the candidate and submitted to the Chair of the Library Promotion Committee, the candidate may not introduce new information into the dossier but may update information already in the dossier.
- c. No materials shall be added to the promotion dossier after this point without the candidate's consent, except:
 - 1. the written assessments and recommendations of the Library Promotion Committee and administrators who are charged with making recommendations regarding the candidate's promotion application, and the candidate's response to these, if any;
 - 2. clarification, documentation, or validation of assertions made by the candidate in the dossier, when requested in writing by the Chair of the Library Promotion Committee;
 - 3. information as specified in Section 21.6(d)(4) above, which may have been inadvertently omitted; and
 - 4. timely submitted letters from librarians or other faculty members as provided in Section 21.6(d)(4)h.
- d. No candidate shall be required to provide additional information or materials not referenced in Section 21.6(d)(4) or 21.6(d)(5)c., above, nor shall the candidate be penalized or disadvantaged for refusing to provide such information or materials.
- e. Prior to the consideration of the candidate's promotion dossier and at any point in the review process, the candidate shall have the right to review the contents of the promotion dossier and may attach a brief and concise response to any materials therein.
- f. If any material is added to or changed in the dossier after the commencement of consideration, the date shall be recorded on the material, and a copy shall be sent to the candidate within five (5) days by personal delivery. The candidate may attach a brief response within five (5) days of his/her receipt of the added or changed material. The promotion dossier shall not be forwarded until either the candidate submits a response or five (5) days have elapsed from the date of receipt of the additional or changed materials by the candidate.

UNF – UFF Collective Bargaining Agreement 2014-2017

- (6) Except by consent of the candidate, there shall be no anonymous material in the promotion dossier except for numerical summaries of student evaluations that are part of the regular evaluation procedure of classroom instruction and/or written comments from students obtained as part of that regular evaluation procedure. If written comments from students in a course are included in the promotion dossier, all of the comments obtained in the same course must be included.
- (7) The contents of the promotion dossier shall only be available for inspection by the candidate, the candidate's representative, University officials who use the information in carrying out their responsibilities, and the Library Promotion Committee, which is charged with the responsibility of evaluating the candidate's performance.

21.7 Promotion Review and Recommendation Procedures. The Library shall establish a Library Promotion Committee which, except as provided below, shall be composed of five (5) professional library faculty members of Associate or University Librarian rank, with representatives from both the Public Services Division and the Technical Services Division. At least three (3) of the Committee members shall be at the rank of University Librarian, unless there are not three (3) University Librarians available to serve. In that event, the Dean of the Library shall appoint sufficient additional members to the Committee from among faculty holding the rank of Professor from a list submitted by the Library faculty. The submitted list shall consist of three (3) times the number of Professors as vacant positions on the Committee. The term of office for each member on the Committee shall be two (2) academic years. No candidate being considered by the Committee for promotion may serve on the Committee. Only Library faculty members holding the rank of University Librarian or Professor shall vote on cases of promotion to University Librarian.

- (a) The only documents that shall be considered in making a promotion recommendation are those contained or referenced in the promotion dossier.
- (b) The candidate shall be notified of the recommendation on his/her promotion application at every level and shall be able to withdraw without prejudice until the date on which the dossier is scheduled to go forward. At the candidate's option, the candidate may meet with the Dean of the Library, the Provost and Vice-President for Academic Affairs, or the President to discuss the candidate's qualifications for promotion, the procedures used in consideration of the candidate's case, and any recommendations.
- (c) Recommendations for the awarding of promotion shall include the following levels of review:
 - (1) Supervisor
 - a. Upon receiving the candidate's Library Promotion Application Form, the supervisor shall deliver the form to the Dean of the

UNF – UFF Collective Bargaining Agreement 2014-2017

Library by the date in the promotion schedule. The Dean of the Library shall ensure that the candidate has the current library guidelines for application of the University promotion criteria.

- b. After delivering the candidate's Library Promotion Form to the Dean of the Library, the supervisor shall submit a written assessment of the candidate's qualifications with reference to the University's promotion criteria for library faculty and library guidelines for application of those criteria and shall make a positive or a negative recommendation.
- c. The supervisor shall meet with the candidate to give the candidate a copy of his/her written assessment and recommendation, prior to sending a copy to the Library Promotion Committee chair, to be shared with the other members of the committee and the Dean of the Library.
- d. The candidate shall have five (5) days from receipt of the supervisor's assessment and recommendation to submit a written response. The candidate's response, if any, shall be included in the promotion dossier.

(2) Library Promotion Committee

- a. Upon including the supervisor's recommendation and his/her written response, if any, the candidate shall submit the dossier to the Library Promotion Committee chair.
- b. The Library faculty shall establish in library guidelines provisions governing the conduct of the Library Promotion Committee.
- c. The Library Promotion Committee's function shall be to review each candidate's promotion dossier, to provide a separate written assessment of the candidate's qualifications for promotion, and to provide an objective professional written recommendation to the Dean of the Library. This written assessment and recommendation, which shall become a part of the candidate's promotion dossier, shall include a description of the Committee's procedures, a discussion of the candidate's qualifications for promotion with reference to the University promotion criteria and library guidelines for application of those criteria, and the result of the vote taken by the Committee. The vote shall be conducted in a lawful manner which is intended to assure a free and voluntary exercise of choice.

UNF – UFF Collective Bargaining Agreement 2014-2017

- d. The Library Promotion Committee shall forward a copy of its assessment and recommendation to the candidate, who shall have five (5) days from receipt to submit a written response. The candidate's response, if any, shall be included in the promotion dossier.
- e. The Library Promotion Committee shall not forward the promotion dossier to the Dean of the Library until either the candidate submits a response or the five (5) day period for responding expires, whichever occurs first.

(3) Dean of the Library

- a. The Dean of the Library shall review all procedural and substantive matters for completeness in order to ensure that the Library Promotion Committee has met its responsibilities.
- b. If the promotion recommendations of the Library Promotion Committee and the supervisor disagree, the Dean of the Library shall meet jointly with the Committee and the supervisor no later than two (2) weeks following receipt of the dossier to discuss the differing recommendations. Upon the library faculty member's written request, the Dean of the Library shall also meet with the candidate to discuss the promotion recommendations of the Library Promotion Committee and the supervisor and to correct any misunderstanding or misinformation.
- c. After reviewing each candidate's promotion dossier and considering the written assessments and recommendations of the Library Promotion Committee and the supervisor, and the candidate's written responses, if any, the Dean of the Library shall submit a written assessment of the candidate's qualifications for promotion with reference to the University's criteria for promotion and library guidelines for application of those criteria and make a positive or a negative recommendation. The Dean of the Library's written assessment and recommendation shall point out if his/her recommendation differs from that of the Library Promotion Committee, the supervisor, or both, and shall include confirmation that all procedural and substantive responsibilities of the Committee and the supervisor have been met.
- d. The Dean of the Library shall forward a copy of his/her assessment and recommendation to the candidate, the supervisor, and the Library Promotion Committee, to be shared

UNF – UFF Collective Bargaining Agreement 2014-2017

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

- e. The Dean of the Library shall not forward the dossier to the Provost and Vice President for Academic Affairs until either the candidate submits a response or the five (5) day period for responding expires, whichever occurs first.
- f. In cases in which the Dean of the Library's recommendation differs from the recommendations of the Library Promotion Committee, the supervisor, or both, the Provost and Vice President for Academic Affairs (hereinafter "Provost") shall meet jointly with the Committee, the supervisor, and the Dean of the Library.

(4) Provost and Vice President for Academic Affairs

- a. After reviewing each candidate's promotion dossier and considering the written assessments and recommendations of the Library Promotion Committee, the supervisor, and the Dean of the Library, and the candidate's written responses, if any, the Provost shall submit to the candidate a draft written assessment of the candidate's qualifications for promotion with reference to the University's promotion criteria and library guidelines for application of those criteria, and shall make a positive or a negative recommendation. The assessment shall confirm that all procedural and substantive responsibilities have been fulfilled.
- b. Within five (5) days of receipt of the draft written assessment, the candidate may submit a written response or schedule a meeting with the Provost to discuss the candidate's qualifications for promotion, the procedures used in consideration of the candidate's case, and the Provost's recommendation.
- c. The Provost shall forward a copy of his/her final assessment and recommendation to the candidate after the candidate submits a response to the draft written assessment or the five-day period for responding expires, whichever occurs first. The candidate shall have five (5) days from receipt of the final assessment and recommendation to submit a written response. The candidate's response, if any, shall be included in the promotion dossier.
- d. The Provost shall not forward the promotion dossier to the

UNF – UFF Collective Bargaining Agreement 2014-2017

President until either the candidate submits a response or the five (5) day period for responding expires, whichever occurs first.

- e. The Provost shall also forward his/her final assessment and recommendation to the Dean of the Library, the candidate's supervisor, and to the chair of the Library Promotion Committee, who shall share it with other members of the committee.
- f. Following the submission of his/her final assessments and recommendations to the President and the President's final decision, the Provost shall make a report to the faculty at large delineating the positive or negative recommendations for Promotion in comparison to those forwarded by the Library Promotion Committee and the number of withdrawals from the promotion process. The Provost shall also provide a report to the UFF delineating the positive or negative recommendations for promotion in comparison to those forwarded by the supervisor, the Library Promotion Committee, the Library Dean, the Provost, and the President, by rank, and the number of withdrawals from the promotion process by rank.

(5) President

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

21.8 Promotion Decision.

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

UNF – UFF Collective Bargaining Agreement 2014-2017

- (b) If a library faculty member is denied a promotion and makes a written request to the President within twenty (20) days after receipt of notification of denial, the President or designee shall provide the library faculty member with a written explanation of the reasons why promotion was not granted. The written explanation shall be provided within twenty (20) days of the library faculty member's written request.
- (c) Within thirty-five (35) days after the promotion decision, the promotion dossier shall be returned to the library faculty member. However, if a grievance has been filed, a copy of the promotion dossier shall be provided to the grievant, and the Provost shall retain the original promotion dossier until final disposition of the grievance.
- (d) Allegations of procedural deficiencies shall be subject to the grievance procedure; however, the final decision of the President as to promotion is not subject to an arbitrator's decision.

21.9 Withdrawal from the Process.

- (a) A candidate for promotion may withdraw, without prejudice, at any stage in the promotion process before March 15, or before the Provost submits his/her final assessment and recommendation to the President, whichever is later.
- (b) If a candidate withdraws from consideration, the promotion dossier (including all assessments and recommendations) shall be returned to the candidate.

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

ARTICLE 22
PROMOTIONS FOR INSTRUCTORS AND LECTURERS

Promotion decisions shall be based on established University criteria as interpreted and clarified by each department/unit in guidelines adopted pursuant to Article 9 for the application of those criteria in terms appropriate or specific to the department's discipline(s).²⁰ Promotion decisions for Instructors and Lecturers shall reflect assessments that are not merely a totaling of a faculty member's annual performance evaluations but an assessment of the faculty member's performance since his/her last promotion or since his/her hiring (if there is no previous promotion). The rating of Meets Expectations on an annual performance evaluation is not necessarily reflective of successful progress toward promotion. The promotion decision shall reflect a demonstration of the faculty member's potential for growth, teaching, and service contributions.

22.1 Rank Titles

- (a) Titles for the three levels of Instructor and Lecturer shall be Instructor or Lecturer, Associate Instructor or Associate Lecturer, and University Instructor or University Lecturer.
- (b) Instructors and Lecturers currently holding the title of Senior Instructor or Senior Lecturer will retain that title but may seek promotion to Associate Instructor or Associate Lecturer.

22.2 Promotion Eligibility

- (a) Promotion shall be through the faculty member's department/unit, and faculty members shall carry their rank with them if they change departments. Eligible employees are those classified as Instructor or Lecturer, whose position has been one of continued employment, and who have not been given notice of non-reappointment or termination. An individual may not be hired at a rank higher than the entry-level Instructor or Lecturer rank.
- (b) To be eligible for promotion, a faculty member must have completed the following minimum number of years of full-time academic service in rank.
 - (1) Instructor or Lecturer to Associate Instructor or Associate Lecturer- five (5) years of full-time service at the Instructor or Lecturer level at UNF.
 - (2) Associate Instructor or Associate Lecturer to University Instructor or University Lecturer – five (5) years of full-time service at the Associate Instructor or Associate Lecturer level at UNF.

²⁰ Section 447.209, Florida Statutes, reserves to the University, as the public employer, the right to unilaterally determine the standards of service to be offered by the University.

UNF – UFF Collective Bargaining Agreement 2014-2017

- (c) Instructors or Lecturers are not required to seek promotion. There is no penalty for an Instructor's or Lecturer's unsuccessful bid for promotion.
- (d) Service for the Purpose of Promotion Eligibility
 - (1) Full-time service for the purpose of promotion eligibility shall mean employment at 1.0 FTE during at least thirty-nine (39) weeks of any calendar or academic-year contract. Employment for one semester shall constitute one-half year of promotion-earning service.
 - (2) Part-time service of a faculty member employed at least one semester in any twelve (12) month period shall be accumulated. For example, two (2) semesters of half-time service shall be considered one-half year of service toward the period of promotion-earning service.

22.3 University Promotion Criteria for Instructors/Lecturers

The decision to award promotion to a faculty member shall be a result of his/her meritorious performance and shall be consistent with the University's promotion criteria and the guidelines for application of those criteria pursuant to Article 9. These judgments of academic performance are complex. They cannot easily be reduced to a quantitative formula, nor can the considerations that must be applied in each individual case be completely described in general terms. The promotion decision shall also take into account whether the faculty member has engaged in either a pattern of behavior or a single egregious instance of behavior that disrupts or obstructs the orderly and effective functioning of the department, college, or University. Documentation of such disruptive or obstructive behavior must be made in a timely manner and placed in the faculty member's evaluation file. This section shall not be construed or used to limit the faculty member's right to exercise his/her academic freedom.

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

UNF – UFF Collective Bargaining Agreement 2014-2017

through committees and otherwise, as well as service to the broader community related to one's discipline.

- (b) Promotion to University Instructor or University Lecturer requires a consistent record of outstanding performance as an Associate Instructor or Associate Lecturer. Consistency of teaching success, evidence of teaching quality enhancement, contribution to pedagogy, innovation, and service, are important considerations for promotion to University Instructor or University Lecturer. It carries an additional expectation of leadership in the University and profession.
- (c) Changes in promotion criteria, or in the guidelines for application of those criteria pursuant to Article 9, shall not become effective until one (1) year following adoption of the changes unless mutually agreed to in writing by the UFF-UNF President and the University President or designee. The date of adoption shall be the date on which the University President or designee approves the changes.
- (d) Faculty members shall be evaluated for promotion under the criteria that exist as of the deadline by which the faculty member is required to notify the chair/comparable supervisor that he/she is a candidate for promotion. However, if new or changed University promotion criteria or department/unit guidelines have been adopted within three (3) years preceding the deadline, the faculty member may elect to be evaluated under the promotion criteria that existed prior to such addition or change. The election must be made not later than the deadline by which the faculty member is required to notify the chair/comparable supervisor that he/she is a candidate for promotion.

22.4 Initiation of the Promotion Process. The promotion process begins when the faculty member provides the chair/comparable supervisor written notification of candidacy. An Instructor, Associate Instructor, Lecturer, or Associate Lecturer considering promotion should meet with his/her department chair or unit head to discuss eligibility. Candidates for promotion shall be provided a copy of the University promotion procedures checklist, the guidelines for application of the University promotion criteria pursuant to Article 9, and any other necessary materials, information, and forms. The department chair shall advise the candidate in the preparation of the promotion dossier.

22.5 Promotion Dossier.

- (a) The candidate shall be responsible for ensuring that all pertinent information is included in the promotion dossier and for ensuring that the dossier is complete.
- (b) The only documents that may be considered in making a promotion recommendation are those contained or referenced in the promotion dossier.

UNF – UFF Collective Bargaining Agreement 2014-2017

- (c) The promotion dossier shall consist of a 1.5-inch summary binder plus any other evidence the candidate chooses to present to support his/her candidacy. Documents shall not be placed in protective sheets inside the dossier. The candidate shall ensure that the 1.5-inch summary binder includes all of the following materials in the order specified:²¹
- (1) Table of Contents
 - (2) A copy of the guidelines for application of University promotion criteria pursuant to Article 9.
 - (3) Candidate information, including the candidate's current curriculum vitae.
 - (4) A signed statement by the candidate attesting to the accuracy of the information in the dossier.
 - (5) Annual assignments for the past five years or since the last promotion.
 - (6) Candidate's statement setting forth the candidate's contributions to department program(s) and how he/she meets the stated criteria.
 - (7) Philosophy of Teaching. The candidate should include a statement of his or her philosophy of teaching, if his/her assignments include teaching.
 - (8) Evidence of Excellence in Instruction and other Assigned Activities. Instructors' assignments are multifaceted. Both the quality and the quantity of the individual's achievements (evidence of outstanding performance in the case of promotion to University Instructor or University Lecturer) should be presented in the dossier.
 - a. A table showing course numbers and titles taught for the past five years, or since the last promotion, including the number of times each course was taught, with average enrollment during the period. Provide a brief narrative that highlights any special aspects, such as on-line, writing intensive, honors, or service-learning.
 - b. A list of assigned duties other than teaching.
 - c. Complete annual end-of-year departmental evaluations for the past five years or since the last promotion.
 - d. Additional evidence of instructional effectiveness if applicable, may be included:

²¹ During the phase-in period of this promotion process for Instructors and Lecturers, candidates may include in their dossiers relevant information which supports their candidacy from the beginning of their employment by the UNF.

UNF – UFF Collective Bargaining Agreement 2014-2017

1. A maximum of three peer evaluations of instruction or teaching observation reports completed within the past five years or since the last promotion.
 2. A list of awards or other recognitions for teaching effectiveness.
 3. Other evidence, as appropriate.
- (9) Curricular Development. A description of in-class assignments and exercises, program, curriculum, or assessment efforts completed during the past five years or since the last promotion.
- (10) Administration and Service. A description of administration and service activities during the past five years or since the last promotion.
- (11) Review Process Materials. A section for the insertion of the assessments and recommendations of the Department Instructor/Lecturer Promotion Committee, the Department Chair, the Dean, the University-Wide Instructor/Lecturer Promotion Committee, and the Provost and Vice President of Academic Affairs, should be provided.
- (12) Additional documents. A listing of documents added to the dossier by authorized individuals as per this Article after commencement of consideration of the dossier. The listing shall be added to the table of contents by the individual who requested the additional document(s), referencing the date, and the reasons why such document(s) were included.
- (d) Optional Component: Additional information supporting candidacy that may be included.
- (1) Evidence of Professional Development. A statement of efforts taken to develop professionally and remain current in one's field, that may include a list of workshops and other training attended during the past five years or since the last promotion.
 - (2) Advising or Mentoring. A description of mentoring and advising activities during the past five years or since the last promotion.
 - (3) Scholarly or Creative Work. A description, in discipline-specific citation format, of relevant scholarly or creative work presented, published, or performed during the past five years or since the last promotion.

UNF – UFF Collective Bargaining Agreement 2014-2017

22.6 Alterations to the Instructor/Lecturer Promotion Dossier.

- (a) Once the dossier has been compiled by the candidate and submitted to the department chair, no material shall be removed from the dossier. However, the chair, dean, or Provost shall remove materials proven to be contrary to fact or in violation of this Agreement. This section shall not authorize the removal of materials from the dossier when there is a dispute concerning a matter of judgment or opinion, rather than fact.
- (b) Once the dossier has been compiled by the candidate and submitted to the department chair, the candidate may not introduce new information into the dossier but may update information already in the dossier
- (c) No materials shall be added to the dossier after this point without the candidate's consent, except:
 - (1) the written assessments and recommendations of faculty committees and administrators who are charged with making recommendations regarding the candidate's application, and the candidate's response to these, if any;
 - (2) clarification, documentation, or validation of assertions made by the candidate in the dossier, when requested in writing by reviewing faculty committees and administrators;
 - (3) information as specified in Section 22.5 which may have been inadvertently omitted; and
 - (4) all timely submitted letters from department faculty. These letters are intended to focus solely on the candidate's teaching, assigned duties, or service. Only the portions of the letters that focus on the candidate's teaching, assigned duties, or service shall be considered in the promotion recommendations and decision.
- (d) No candidate shall be required to provide additional information or materials not referenced in Section 22.5, nor shall the candidate be penalized or disadvantaged for refusing to provide such information or materials.
- (e) Prior to the consideration of the candidate's dossier and at any point in the review process, the candidate shall have the right to review the contents of the dossier and may attach a brief and concise response to any materials therein.
- (f) If any material is added to or changed in the dossier after the commencement of consideration, the date shall be recorded on the material, and a copy shall be sent to the candidate within five (5) days. The candidate may attach a brief response within five (5) days of his/her receipt of the added or changed material. The dossier shall not be forwarded until either the candidate submits a response or five (5) days have elapsed from the date of receipt of the additional or changed materials by the candidate.

UNF – UFF Collective Bargaining Agreement 2014-2017

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

(h) Any person inspecting the dossier shall sign a master list, which shall be maintained by the administrative office (department or college) where the dossier is located at that stage in the review process.

(i) The contents of the dossier shall only be available for inspection by the candidate, the candidate's representative, University officials who use the information in carrying out their responsibilities, the Department Instructor/Lecturer Promotion Committee, and the University-Wide Instructor/Lecturer Promotion Committee, which are charged with the responsibility of evaluating the candidate's performance. Faculty members in the candidate's department who may choose to write letters of recommendation and/or who participate in the department vote shall also have access to the dossier. In addition, the candidate may grant access to the dossier to a faculty member from another department from whom he or she has requested a letter of recommendation.

22.7 Promotion Review and Recommendation Procedures

The timeline for these procedures will follow the dates of the promotion calendar published annually by the Office of Academic Affairs.

Recommendations for the awarding of promotion shall include the following levels of review:

(a) Department Instructor/Lecturer Promotion Committee

- (1) The Department Instructor/Lecturer Promotion Committee shall consist of two (2) instructors/lecturers, at the Associate or University level, and three (3) tenured faculty members (not including adjuncts, visitors, or candidates) at the Associate or Full Professor level with at least three years service at UNF. The members of the Committee shall be elected by a vote of all permanent faculty members in the department/unit. If a department/unit has fewer than the required number of instructors/lecturers and/or tenured faculty, faculty having the appropriate designation from other departments/units, normally within the respective college, can serve on the Committee for the purpose of evaluating and voting on the candidate's qualifications.²²

²² Since there are currently no Associate or University Instructors or Lecturers within the University, vacancies in positions on the Committee normally allotted to them shall be filled by tenured faculty until Associate or University Instructors or Lecturers are elected to those positions.

UNF – UFF Collective Bargaining Agreement 2014-2017

- (2) The Department Committee's function shall be to review each candidate's promotion dossier, to provide a separate written assessment of the candidate's qualifications for promotion and to provide a written recommendation to the department chair. This written assessment and recommendation, which shall become a part of the candidate's promotion dossier, shall include a description of the Committee's procedures, a discussion of the candidate's qualifications for promotion with reference to the University promotion criteria and the guidelines for application of those criteria pursuant to Article 9, and the result of the vote taken by the Committee. The vote shall be conducted in a lawful manner which is intended to assure a free and voluntary exercise of choice. Only instructors and lecturers with a rank above the candidate, and tenured faculty at the Associate or Full Professor level with at least three years service at UNF, may vote.
 - (3) The Department Committee shall forward a copy of its assessment and recommendation to the candidate, who shall have five (5) days from receipt to submit a written response. The candidate's response, if any, shall be included in the promotion dossier.
 - (4) The Department Committee shall not forward the promotion dossier to the department chair until either the candidate submits a response or the five (5) day period for responding expires, whichever occurs first.
- (b) Department Chair
- (1) The department chair shall review all procedural and substantive matters for completeness in order to ensure that the Department Instructor/Lecturer Promotion Committee has met its responsibilities.
 - (2) The department chair shall thereafter conduct a vote of the faculty members in the department (excluding the chair) who were not members of the Department Instructor/Lecturer Promotion Committee. The vote shall be conducted in a lawful manner that is intended to assure a free and voluntary exercise of choice. Instructors and lecturers with a rank above the candidate, and all tenured faculty with at least three years service at UNF, may vote. The number of faculty voting for, against, abstaining, and absent, shall equal the total number of faculty members of the department who are eligible to vote according to this Agreement.
 - (3) After reviewing each candidate's promotion dossier and considering the written assessment and recommendation of the Department Instructor/Lecturer Promotion Committee, and the candidate's written response, if any, the department chair shall submit a written assessment of the candidate's qualifications with reference to the University's promotion criteria and the guidelines for application of those criteria pursuant to Article 9, and shall

UNF – UFF Collective Bargaining Agreement 2014-2017

make a positive or a negative recommendation. The department chair's written assessment and recommendation shall also report the vote of the faculty as described in Article 22.7 (a) (2) and (b)(2).

- (4) The department chair shall meet with each candidate to give the candidate a copy of his/her written assessment and recommendation, prior to sending a copy to the Department Instructor/Lecturer Promotion Committee chair, to be shared with the other members of the committee. The department chair shall discuss with the candidate both the chair's assessment and recommendation and that of the Department Instructor/Lecturer Promotion Committee.
- (5) The candidate shall have five (5) days from receipt of the department chair's assessment and recommendation to submit a written response. The candidate's response, if any, shall be included in the promotion dossier.
- (6) The department chair shall not forward the promotion dossier to the dean until either the candidate submits a response or the five (5) day period for responding expires, whichever occurs first.

(c) Dean

- (1) The dean shall review all procedural and substantive matters for completeness in order to ensure that the Department Instructor/Lecturer Promotion Committee and the department chair have met their responsibilities.
- (2) If the promotion recommendations of the Department Instructor/Lecturer Promotion Committee and the department chair disagree, the dean shall meet jointly with the Department Instructor/Lecturer Promotion Committee and the department chair to discuss the differing recommendations. Upon the faculty member's written request, the dean shall also meet with the candidate to discuss the promotion recommendations of the Department Instructor/Lecturer Promotion Committee and the department chair and to correct any misunderstanding or misinformation.
- (3) After reviewing each candidate's promotion dossier and considering the written assessments and recommendations of the Department Instructor/Lecturer Promotion Committee and the department chair, and the candidate's written responses, if any, the dean shall submit a written assessment of the candidate's qualifications for promotion with reference to the University's criteria for promotion and the guidelines for the application of those criteria pursuant to Article 9, and make a positive or a negative recommendation. The dean's written assessment and recommendation shall point out if his/her recommendation differs from that of the Department Instructor/Lecturer Promotion Committee, the department chair, or both, and shall include confirmation that all

UNF – UFF Collective Bargaining Agreement 2014-2017

procedural and substantive responsibilities of the Committee and the department chair have been met.

- (4) The dean shall forward a copy of his/her assessment and recommendation to the candidate, the department chair, and the chair of the Department Instructor/Lecturer Promotion Committee to be shared with other members of the Committee. The candidate shall have five (5) days from receipt to submit a written response. The candidate's response, if any, shall be included in the promotion dossier.
- (5) The dean shall not forward the dossier to the Provost and Vice President for Academic Affairs until either the candidate submits a response or the five (5) day period for responding expires, whichever occurs first.
- (6) In cases in which the dean's recommendation differs from the recommendation of the Department Instructor/Lecturer Promotion Committee, the department chair, or both, the Provost and Vice President for Academic Affairs (the "Provost") shall retain those promotion dossiers and meet jointly with the Committee, the department chair, and the dean. Following this meeting, the Provost shall forward the dossiers to the University-Wide Instructor/Lecturer Promotion Committee.

(d) University-Wide Instructor/Lecturer Promotion Committee

- (1) The University-Wide Instructor/Lecturer Promotion Committee shall consist of five (5) Instructors/Lecturers at the Associate or University level, and eight (8) tenured faculty members (not including adjuncts, visitors, or candidates) at the Associate or Full Professor level with at least three (3) years service at UNF, who do not have line authority over promotion decisions and are not personally related to candidates for promotion. The members of the Committee shall be elected by a vote of all permanent faculty members of the University. The vote shall be conducted in a lawful manner that is intended to assure a free and voluntary exercise of choice. At least one (1) Instructor/Lecturer at the Associate or University level and at least one (1) tenured or tenure-track faculty shall be from each college.²³ Faculty members serving on the Department Instructor/Lecturer Promotion Committee may not serve on the University-Wide Instructor/Lecturer Committee.
 - a. No candidate being considered by the Committee for promotion may serve on the Committee.
 - b. The term of office for each member on the Committee shall be two

²³ Since there are currently no Associate or University Instructors or Lecturers within the University, vacancies in positions on the Committee normally allotted to them shall be filled by tenured faculty until Associate or University Instructors or Lecturers are elected to those positions.

UNF – UFF Collective Bargaining Agreement 2014-2017

(2) academic years. In order to provide the staggering of terms within the Committee, the election for 2015-16 shall be conducted as follows: the two (2) representatives from the Brooks College of Health, the two (2) representatives from the College of Education and Human Services, and two (2) at-large members shall be elected for a one-year term, and the two (2) representatives from the College of Arts and Sciences, the two (2) representatives from the Coggin College of Business, the two (2) representatives from the College of Computing, Engineering, and Construction, and one (1) at-large member shall be elected for a two-year term.

- c. In subsequent alternate years, six members (the representatives from the Brooks College of Health, the College of Education and Human Services, and two at-large members) or seven members (the representatives from the College of Arts and Sciences, the Coggin College of Business, the College of Computing, Engineering, and Construction, and one at-large member) shall be elected.
- d. No later than March 31, the UFF Executive Board shall collect nominations as are necessary to fill all vacancies scheduled to occur on the University Wide Instructor/Lecturer Promotion Committee. The procedure for electing members to this committee shall be as follows:
 1. The UFF President shall advise the UFF Executive Board members of all vacancies occurring.
 2. No later than March 17, the UFF Executive Board or designees shall canvass the colleges (preferably by email) for nominees among Instructor/Lecturers at the Associate or University level, and tenured faculty members (not including adjuncts, visitors, or candidates) at the Associate or Full Professor level with at least three (3) years service at UNF who consent to run. The UFF Executive Board shall also notify the Provost and deans that the process of canvassing has begun. Any additional nominations, submitted to the UFF President by email by March 31, shall be accepted.
 3. Elections shall be held on the second consecutive Wednesday and Thursday of April at a posted time and place on campus. Elections may be conducted by electronic means through the submission of online ballots.
 4. Ballots shall be counted at a posted time and place on

UNF – UFF Collective Bargaining Agreement 2014-2017

campus by two members of the UFF Executive Board as soon as possible after the election. The University Administration shall designate two (2) observers for the ballot count.

5. The list of successful candidates and alternates (candidates with the next highest number of votes) shall be sent to the University Administration and posted on the UFF/UNF website.
 6. Election of members of the University-Wide Instructor/Lecturer Promotion Committee shall be decided by plurality vote of the Instructors/Lecturers and tenured faculty members (who are covered by this Agreement), meaning that the candidates will fill the positions in the order of the number of votes that they receive.
- e. If a member of the Committee is unable to fulfill the two-year term of office, the vacancy shall be filled from the list of alternates referenced in 22.7(d)(1)d.5. above, starting with the alternate from the appropriate college or at large category with the highest number of votes. If there is no alternate from the appropriate college or at large category, the UFF Executive Board shall recommend candidates eligible under 22.7(d)(1) from the vacant college or at large category to the University President and the UFF-UNF President, who shall then appoint a mutually acceptable faculty member eligible under 22.7(d)(1) to fill that vacancy.
- (2) The University-Wide Instructor/Lecturer Promotion Committee's function shall receive the promotion dossier from the Provost once he/she has verified that the Department Instructor/Lecturer Promotion Committee, the department chair, and the dean, have fulfilled their procedural and substantive responsibilities.
 - (3) The Provost shall meet with the University-Wide Instructor/Lecturer Promotion Committee before it begins evaluation of the promotion dossiers in order to give the Committee its charge and to explain and clarify its procedural and substantive responsibilities according to this Agreement. Prior to convening and charging the University-Wide Instructor/Lecturer Promotion Committee, the Provost shall meet with the UFF-UNF President to discuss the information the Provost intends to present to the University-Wide Instructor/Lecturer Promotion Committee.
 - (4) The University-Wide Instructor/Lecturer Promotion Committee's function shall be to review each candidate's promotion dossier according to the University's promotion criteria and the guidelines for application of those criteria pursuant to Article 9, to provide a separate written assessment of the candidate's qualifications for promotion, and to provide a written recommendation to the

UNF – UFF Collective Bargaining Agreement 2014-2017

Provost. This written assessment and recommendation, which shall become a part of the candidate's promotion dossier, shall include a description of the Committee's procedures, a discussion of the candidate's qualifications for promotion with reference to the University promotion criteria and the guidelines for the application of those criteria pursuant to Article 9, and the result of the vote taken by the Committee. The vote shall be conducted in a lawful manner which is intended to assure a free and voluntary exercise of choice.

- (5) The University-Wide Instructor/Lecturer Promotion Committee shall provide a copy of its assessment and recommendation to the candidate, who shall have five (5) days from receipt to submit a written response. The candidate's response, if any, shall be included in the promotion dossier.
- (6) The chair of the University-Wide Instructor/Lecturer Promotion Committee shall not forward the promotion dossier to the Provost until either the candidate submits a response or the five (5) day period for responding expires, whichever occurs first.
- (7) The University-Wide Instructor/Lecturer Promotion Committee shall give an accounting to the faculty at large of the number of positive and negative recommendations for promotion it gave to the Provost. The Committee shall also provide a report to the UFF delineating its positive or negative recommendations for promotion by rank and college. Committee members shall not report to any body information regarding their deliberations on individual candidates, unless it is required as part of a formal grievance hearing or other administrative or judicial forum.

(e) Provost and Vice President for Academic Affairs

- (1) After the University-Wide Instructor/Lecturer Promotion Committee has submitted its written assessments and recommendations, the Provost shall meet with the Committee to discuss each candidate's promotion dossier.
- (2) After reviewing each candidate's promotion dossier and considering the written assessments and recommendations of the Department Instructor/Lecturer Promotion Committee, the department chair, the dean, and the University-Wide Instructor/Lecturer Promotion Committee, and the candidate's written responses, if any, the Provost shall submit to the candidate (with a copy to the chair) a draft written assessment of the candidate's qualifications for promotion with reference to the University's criteria for promotion and the guidelines for application of those criteria pursuant to Article 9, and shall make a positive or a negative recommendation. The assessment shall confirm that all procedural and substantive responsibilities have been fulfilled.

UNF – UFF Collective Bargaining Agreement 2014-2017

- (3) Within five (5) days of receipt of the draft written assessment, the candidate may submit a written response or schedule a meeting with the Provost to discuss the candidate's qualifications for promotion, the procedures used in consideration of the candidate's case, and the Provost's recommendation.
- (4) The Provost shall forward a copy of his/her final assessment and recommendation to the candidate after the candidate submits a response to the draft written assessment or after the five-day period for responding expires, whichever occurs first. The candidate shall have five (5) days from receipt of the final assessment and recommendation to submit a written response. The candidate's response, if any, shall be included in the promotion dossier.
- (5) The Provost shall not forward the promotion dossier to the President until either the candidate submits a response or the five (5) day period for responding expires, whichever occurs first.
- (6) The Provost shall also forward his/her final assessment and recommendation to the candidate's dean and department chair, and to the chairs of the University-Wide Instructor/Lecturer Promotion Committee and the Department Instructor/Lecturer Promotion Committee, who shall share it with other members of their committees.
- (7) Following the submission of both the Provost's final assessments and recommendations to the President, the Provost shall make a report to the faculty at large delineating the positive or negative recommendations for promotion in comparison to those forwarded by the University-Wide Instructor/Lecturer Promotion Committee and the number of withdrawals from the Instructor/Lecturer promotion process. The Provost shall also provide a report to the UFF delineating the positive or negative recommendations for promotion in comparison to those forwarded by the Department Instructor/Lecturer Promotion Committee, the Department Chair, the Dean, the University-Wide Instructor/Lecturer Promotion Committee, the Provost and the President, by rank and college, and the number of withdrawals from the promotion process by rank and college.

(f) President

After reviewing each candidate's dossier and considering the written assessments and recommendations of the Department Instructor/Lecturer Promotion Committee, the Chair, the Dean, the University-Wide Instructor/Lecturer Promotion Committee, the Provost, and the candidate's written responses, if any, the President shall make a final decision whether to award promotion. The President or designee shall notify the faculty member in writing as soon as possible, but no later than ten (10) days after the date of the decision. A copy of the President's decision shall also be sent to the Provost, the Dean, the Chair, the Chair of the Department Instructor/Lecturer

UNF – UFF Collective Bargaining Agreement 2014-2017

Promotion Committee (who shall share it with the other members of the Committee), and the Chair of the University-Wide Instructor/Lecturer Promotion Committee (who shall share it with the other members of the Committee).

22.9 Promotion Decision.

- (a) The President shall award promotion. The President or designee shall notify the faculty member in writing of the decision as soon as possible, but no later than ten (10) days after the date of the decision.
- (b) If a faculty member is denied a promotion and makes a written request to the President within twenty (20) days after receipt of notification of denial, the President or designee shall provide the faculty member with a written explanation of the reasons why promotion was not granted. The written explanation shall be provided within twenty (20) days of the faculty member's request.
- (c) Within thirty-five (35) days after the promotion decisions, the dossiers shall be returned to the faculty members. However, if a grievance has been filed, a copy of the promotion dossier shall be provided to the grievant, and the Provost shall retain the original promotion dossier until final disposition of the grievance.
- (d) Allegations of procedural deficiencies shall be subject to the grievance procedure; however, the final decision of the President as to promotion is not subject to an arbitrator's decision.

22.10 Withdrawal From the Process

- (a) A candidate for promotion may withdraw, without prejudice, at any stage in the process before March 15 or before the Provost submits his/her final assessment and recommendation to the President, whichever is later.
- (b) If a candidate withdraws from consideration, the promotion dossier (including all assessments and recommendations) shall be returned to the candidate.

22.11 Phase-In Period

- (a) This Article shall take effect during 2015-16. During 2015-16, only Instructors or Lecturers hired on or before January 7, 1998 shall be eligible for promotion to Associate Instructor or Associate Lecturer.
- (b) During 2016-17, only Instructors or Lecturers hired on or before August 8, 2000 shall be eligible for promotion to Associate Instructor or Associate Lecturer.
- (c) Thereafter, all Instructors or Lecturers who meet normal years of service and other eligibility requirement shall be eligible for promotion.

UNF – UFF Collective Bargaining Agreement 2014-2017

22.12 Promotion Salary Increases

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

ARTICLE 23
LEAVES

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

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

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

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

23.4 Tenure Credit During Periods of Leave. Semester(s) during which a faculty member is on compensated or uncompensated leave shall not be creditable for the purpose of determining eligibility for tenure, except by mutual agreement of the faculty member and the University Administration. In deciding whether to credit such leave toward tenure eligibility, the President or representative shall consider the duration of the leave, the relevance of the faculty member's activities while on such leave to the faculty member's professional development and field of employment, the benefits, if any, which accrue to the university by virtue of placing the faculty member on such leave, and other appropriate factors.

23.5 Holidays.

UNF – UFF Collective Bargaining Agreement 2014-2017

- (a) A faculty member shall be entitled to observe all official holidays designated by the University Administration. No classes shall be scheduled on holidays. Classes not held because of a holiday shall not be rescheduled.
- (b) Supervisors are encouraged not to require a faculty member to perform duties on holidays; however, a faculty member required to perform duties on holidays shall have the faculty member's schedule adjusted to provide equivalent time off, up to a maximum of eight (8) hours for each holiday worked.
- (c) If a faculty member who has performed duties on a holiday terminates employment prior to being given time off, the faculty member shall be paid, upon termination, for the holiday hours worked within the previous twelve (12) month period for which the faculty member was not given time off.

23.6 Family and Medical Leave Act (FMLA). Employees are provided with twelve workweeks (480 hours) of Family and Medical Leave within a 12-month period in compliance with the Family and Medical Leave Act (FMLA) statutes and regulations.²⁴ The 12-month period is calculated on a rolling year basis for each individual employee. All employees are eligible who have worked at least 12 consecutive months and who have worked at least 1250 hours in the 12-months prior to the leave. Faculty may use paid leave for an FMLA event and such shall be counted toward the entitlement.

23.7 Parental Leave.

- (a) A faculty member shall be granted a parental leave not to exceed six (6) months when the faculty member becomes a biological parent or a child is placed in the faculty member's home pending adoption; foster care is not covered under parental leave but is provided through the FMLA provisions in accordance with Section 23.6.
- (b) If a faculty member plans to use a combination of accrued leave and leave without pay, such request shall include the specific periods for each type of leave requested. Use of accrued leave during an approved period of leave without pay shall be in accordance with Sections 23.11.
- (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 President or representative shall acknowledge to the faculty member in

²⁴ In addition, eligible employees may qualify for up to 26 workweeks of unpaid leave under FMLA in certain situations related to a covered family member's service in the Armed Forces. This military caregiver leave allows an eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member or a covered veteran with a serious injury or illness incurred or aggravated while on active duty and in the line of duty to take up to a total of 26 workweeks of unpaid leave during a single twelve (12) month period to provide care for the service member or veteran.

UNF – UFF Collective Bargaining Agreement 2014-2017

writing the period of leave to be granted, that such leave counts against the faculty member's unused FMLA entitlements in accordance with Section 23.6, and the date of return to employment.

- (2) At the end of the approved parental leave and at the faculty member's request, the President or representative shall grant part-time leave without pay for a period not to exceed one (1) year, unless the President or representative determines that granting such leave would be inconsistent with the best interests of the University.
- (3) Any illness caused or contributed to by pregnancy shall be treated as a temporary disability and the faculty member shall be allowed to use accrued sick leave credits when such temporary disability is certified by a health care provider.
- (d) Upon agreement between the faculty member and the University Administration, intermittent FMLA leave or a reduced work schedule may be approved for the birth of the faculty member's child or placement of a child with the faculty member for adoption in accordance with Section 23.6.

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

(a) Sick Leave.

(1) Accrual of Sick Leave.

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

(2) Uses of Sick Leave.

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

UNF – UFF Collective Bargaining Agreement 2014-2017

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

- b. Sick leave shall be authorized for the following:
 - 1. The faculty member's personal illness or exposure to a contagious disease which would endanger others.
 - 2. The faculty member's personal appointments with a health care provider.
 - 3. The illness or injury of a member of the faculty member's immediate family, at the discretion of the supervisor. Approval of requests for use of reasonable amounts of sick leave for caring for a member of the faculty member's immediate family shall not be unreasonably withheld. "Immediate family" means the spouse and the grandparents, parents, brothers, sisters, children, and grandchildren of both the faculty member and the spouse, and dependents living in the household.
 - 4. The death of a member of the faculty member's immediate family, at the discretion of the supervisor. Approval of requests for use of reasonable amounts of sick leave for the death of a member of the faculty member's immediate family shall not be unreasonably withheld.
 - c. A continuous period of sick leave commences with the first day of absence and includes all subsequent days until the faculty member returns to work. For this purpose, Saturdays, Sundays, and official holidays observed by the State shall not be counted unless the faculty member is scheduled to perform services on such days. During any seven (7) day period, the maximum number of days of sick leave charged against any faculty member shall be five (5).
 - d. A faculty member who requires the use of sick leave should notify the supervisor as soon as practicable.
 - e. A faculty member who becomes eligible for the use of sick leave while on approved annual leave shall, upon notifying the supervisor, substitute the use of accrued sick leave to cover such circumstances.
- (3) Certification. If a faculty member's request for absence or absence exceeds four (4) consecutive days, or if a pattern of absence is documented, the University Administration may require a faculty member to furnish certification issued by an attending health care provider of the medical

UNF – UFF Collective Bargaining Agreement 2014-2017

reasons necessitating the absence and/or the faculty member's ability to return to work. If the medical certification furnished by the faculty member is not acceptable, the faculty member may be required to submit to a medical examination by a health care provider who is not a university staff member which shall be paid for by the University. If the medical certification indicates that the faculty member is unable to perform assigned duties, the President or representative may place the faculty member on compulsory leave under the conditions set forth in Section 23.8(c).

- (4) Payment for Unused Sick Leave.²⁵
- a. A faculty member with less than ten (10) years of State service who separates from State government shall not be paid for any unused sick leave.
 - b. A faculty member who has completed ten (10) or more years of State service, has not been found guilty or has not admitted to being guilty of committing, aiding, or abetting any embezzlement, theft, or bribery in connection with State government, or has not been found guilty by a court of competent jurisdiction of having violated any State law against or prohibiting strikes by public employees, and separates from State government because of retirement for other than disability reasons, termination, or death, shall be compensated at the faculty member's current regular hourly rate of pay for one-eighth of all unused sick leave accrued prior to October 1, 1973, plus one-fourth of all unused sick leave accrued on or after October 1, 1973; provided that one-fourth of the unused sick leave since 1973 does not exceed 480 hours.
 - c. Upon layoff, a faculty member with ten (10) or more years of State service shall be paid for unused sick leave as described in paragraph b., above, unless the faculty member requests in writing that unused sick leave be retained pending re-employment. For a faculty member who is re-employed by the University within twelve (12) calendar months following layoff, all unused sick leave shall be restored to the faculty member, provided the faculty member requests such action in writing and repays the full amount of any lump sum leave payments received at the time of layoff. A faculty member who is not re-employed within twelve (12) calendar months following layoff shall be paid for sick leave in accordance with Section 110.122, Florida Statutes.
 - d. All payments for unused sick leave shall be made in lump sum and shall not be used in determining the average final compensation of a faculty member in any State administered retirement system. A

²⁵ For the purpose of this Article, "state service" shall include service at UNF.

UNF – UFF Collective Bargaining Agreement 2014-2017

faculty member shall not be carried on the payroll beyond the last official day of employment, except that a faculty member who is unable to perform duties because of a disability may be continued on the payroll until all sick leave is exhausted.

- e. If a faculty member has received a lump sum payment for accrued sick leave, the faculty member may elect in writing, upon re-employment within 100 days, to restore the faculty member's accrued sick leave. Restoration shall be effective upon the repayment of the full lump sum leave payment.
 - f. In the event of the death of a faculty member, payment for unused sick leave at the time of death shall be made to the faculty member's beneficiary, estate, or as provided by law.
- (b) Job-Related Illness/injury.
- (1) A faculty member who sustains a job-related illness/injury that is compensable under the Workers' Compensation Law shall be carried in full-pay status for a period of medically certified illness/injury not to exceed seven (7) days immediately following the illness/injury, or for a maximum of forty (40) work hours if taken intermittently without being required to use accrued sick or annual leave.
 - (2) If, as a result of the job-related illness/injury, the faculty member is unable to resume work at the end of the period provided in paragraph (1), above:
 - a. The faculty member may elect to use accrued leave in an amount necessary to receive salary payment that will increase the Workers' Compensation payments to the total salary being received prior to the occurrence of the illness/injury. In no case shall the faculty member's salary and Workers' Compensation benefits exceed the amount of the faculty member's regular salary payments; or
 - b. The faculty member shall be placed on leave without pay and shall receive normal Workers' Compensation benefits if the faculty member has exhausted all accrued leave in accordance with paragraph (a), above, or the faculty member elects not to use accrued leave.
 - (3) This period of leave with or without pay shall be in accordance with Chapter 440 (Worker's Compensation), Florida Statutes.
 - (4) If, at the end of the leave period, the faculty member is unable to return to work and perform assigned duties, the President or representative should advise the faculty member, as appropriate, of the Florida Retirement

UNF – UFF Collective Bargaining Agreement 2014-2017

System's disability provisions and application process, and may, based upon a current medical certification by a health care provider prescribed in accordance with Chapter 440 (Worker's Compensation), Florida Statutes, and taking the University's needs into account:

- a. offer the faculty member part-time employment;
 - b. place the faculty member in leave without pay status or extend such status;
 - c. request the faculty member's resignation; or
 - d. release the faculty member from employment, notwithstanding any other provisions of this Agreement.
- (c) Compulsory Leave.
- (1) Placing Faculty Member on Compulsory Leave.
 - a. If a faculty member is unable to perform assigned duties due to illness/injury, the President or representative may require the faculty member to submit to a medical examination, the results of which shall be released to the University Administration, by a health care provider chosen and paid by the University Administration, or by a health care provider chosen and paid by the faculty member, who is acceptable to the President or representative. Such health care provider shall submit the appropriate medical certification(s) to the University Administration.
 - b. If the University Administration agrees to accept the faculty member's choice of a health care provider, the University Administration may not then require another university-paid examination.
 - c. If the medical examination confirms that the faculty member is unable to perform assigned duties, the President or representative shall place the faculty member on compulsory leave.
 - (2) Conditions of Compulsory Leave.
 - a. Written notification to the faculty member placing the faculty member on compulsory leave shall include the duration of the compulsory leave period and the conditions under which the faculty member may return to work. These conditions may include the requirement of the successful completion of, or participation in, a program of rehabilitation or treatment, and follow-up medical

UNF – UFF Collective Bargaining Agreement 2014-2017

certification(s) by the health care provider, as appropriate.

- b. The compulsory leave period may be leave with pay or leave without pay. If the compulsory leave combines the use of accrued leave with leave without pay, the use of such leave shall be in accordance with Section 23.11.
 - c. If the faculty member fulfills the terms and conditions of the compulsory leave and receives a current medical certification that the faculty member is able to perform assigned duties, the President or representative shall return the faculty member to the faculty member's previous duties, if possible, or to equivalent duties.
- (3) Duration. Compulsory leave, with or without pay, shall be for a period not to exceed the duration of the illness/injury or one year, whichever is less.
- (4) Failure to Complete Conditions of Compulsory Leave or Inability to Return to Work. If the faculty member fails to fulfill the terms and conditions of a compulsory leave and/or is unable to return to work and perform assigned duties at the end of a leave period, the President or representative should advise the faculty member, as appropriate, of the Florida Retirement System's disability provisions and application process, and may, based upon the University's needs:
- a. offer the faculty member part-time employment;
 - b. place the faculty member in leave without pay status in accordance with Section 23.11 or extend such status;
 - c. request the faculty member's resignation; or
 - d. release the faculty member from employment, notwithstanding any other provisions of this Agreement.

23.9 Annual Leave

- (a) Accrual of Annual Leave.
 - (1) Full-time faculty members appointed for more than nine (9) months, except faculty members on academic year appointments, shall accrue annual leave at the rate of 6.769 hours biweekly or 14.667 hours per month (or a number of hours that is directly proportionate to the number of days worked during less than a full-pay period for full-time faculty members), and the hours accrued shall be credited at the conclusion of each pay period or, upon termination, at the effective date of termination. Faculty members may accrue annual leave in excess of the year end maximum during a calendar year. Faculty members with accrued annual leave in excess of the year end

UNF – UFF Collective Bargaining Agreement 2014-2017

maximum as of December 31, shall have any excess converted to post October 1, 1973 sick leave on an hour-for-hour basis on January 1 of each year.

- (2) Part-time faculty members appointed for more than nine (9) months, except faculty members on academic year appointments, shall accrue annual leave at a rate directly proportionate to the percent of time employed.
 - (3) Academic year faculty members, faculty members appointed for nine (9) months or less, and OPS faculty members shall not accrue annual leave.
- (b) Use and Transfer of Annual Leave. Annual leave shall be accrued before being taken, except in those instances where the President or representative may authorize the advancing of annual leave. When leave has been advanced and employment is terminated prior to the faculty member accruing sufficient annual leave to credit against the leave that was advanced, the University Administration shall deduct from the faculty member's warrant the cost of any annual leave advanced under this provision. All requests for annual leave shall be submitted by the faculty member to the supervisor as far in advance as possible and appropriate. Approval of the dates on which a faculty member wishes to take annual leave shall be at the discretion of the supervisor and shall be subject to the consideration of departmental/unit and organizational scheduling.
- (d) Payment for Unused Annual Leave.
- (1) Upon termination from an annual leave accruing contract, or transfer from an annual leave accruing contract to an academic year, and unless the faculty member requests the option in (2) below, the University Administration shall pay the faculty member for up to forty-four days (352 hours) of unused annual leave at the calendar year rate the faculty member was accruing as of the faculty member's last day of work, provided that a determination has been made by the President or representative that the faculty member was unable to reduce the unused annual leave balance prior to termination or reassignment to an academic year. All unused annual leave in excess of forty-four days (352 hours) shall be forfeited by the faculty member.
 - (2) Upon transfer from an annual leave accruing contract to an academic year contract within the University, the faculty member may elect to retain all unused annual leave until such time, not to exceed two (2) years, as the faculty member transfers back to an annual leave accruing contract or terminates employment with the University. Upon such termination or at the end of two (2) years, whichever comes first, the unused leave balance shall be paid in lump sum for up to forty-four days (352 hours) at the annual rate the faculty member was accruing as of the faculty member's last day of work on an annual leave accruing contract.

UNF – UFF Collective Bargaining Agreement 2014-2017

- (3) Upon layoff, a faculty member shall be paid for up to forty-four days (352 hours) of unused annual leave in lump sum, unless the faculty member requests in writing that annual leave credits be retained pending re-employment. For faculty members who are re-employed by the University within twelve (12) calendar months following layoff, all unused annual leave shall be restored to the faculty member, provided the faculty member requests such action in writing and repays the full amount of any lump sum leave payment received at the time of layoff. Faculty members who are not re-employed within twelve (12) calendar months following layoff and who elected to retain their annual leave pending re-employment shall be paid for up to forty-four days (352 hours) of unused annual leave at the calendar rate the faculty member was accruing as of the faculty member's last day of work.
- (4) If a faculty member has received a lump sum payment for accrued annual leave, the faculty member may elect in writing, upon re-employment within 100 days, to restore the faculty member's accrued annual leave. Restoration shall be effective upon the repayment of the full lump sum leave payment.
- (5) In the event of the death of a faculty member, payment for all unused annual leave at the time of death, up to 352 hours, shall be made to the faculty member's beneficiary, estate, or as provided by law.

23.10 Administrative Leaves.

(a) Jury Duty and Court Appearances.

- (1) A faculty member who is summoned as a member of a jury panel or subpoenaed as a witness in a matter not involving the faculty member's personal interests, shall be granted leave with pay and any jury or witness fees shall be retained by the faculty member; leave granted hereunder shall not affect a faculty member's annual or sick leave balance.
- (2) An appearance as an expert witness for which a faculty member receives professional compensation falls under the Conflict of Interest/ Outside Activity Article and the University Administration's policies and rules relative to outside employment/conflict of interest. Such an appearance may necessitate the faculty member requesting annual leave or, if a non-annual leave accruing faculty member, may necessitate the faculty member seeking an adjustment of the work schedule.
- (3) If a faculty member is required, as a direct result of the faculty member's employment, to appear as an official witness to testify in the course of any action as defined in Section 92.142(2), Florida Statutes, such duty shall be considered a part of the faculty member's job assignment, and the faculty

UNF – UFF Collective Bargaining Agreement 2014-2017

member shall be paid per diem and travel expenses and shall turn over to the University any fees received.

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

(b) Military Leave.

- (1) **Short-term Military Training.** A faculty member who is a member of the United States Armed Forces Reserve, including the National Guard, upon presentation of a copy of the faculty member's official orders or appropriate military certification, shall be granted leave with pay during periods in which the faculty member is engaged in annual field training or other active or inactive duty for training exercises. Such leave with pay shall not exceed seventeen (17) work days in any one (1) federal fiscal year (October 1 - September 30).

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

- (3) **Other Military Leave.**

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

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

UNF – UFF Collective Bargaining Agreement 2014-2017

- c. Applicable provisions of Federal and State law shall govern the granting of military leave and the faculty member's re-employment rights.
 - d. Use of accrued leave is authorized during a military leave without pay in accordance with Section 23.11.
- (c) Leave Pending Investigation. When the President or representative reasonably believes that a faculty member's presence on the job will adversely affect the operation of the University, the President or representative may immediately place the faculty member on leave pending investigation of the event(s) leading to that belief or for the duration of the circumstances that were the cause for the reasonable belief. The leave shall commence immediately upon the President or representative providing the faculty member with a written notice of the reasons therefor. The leave shall be with pay, with no reduction of accrued leave or of other compensation provided under this Agreement. The University Administration shall commence and conclude its investigation within a reasonable time based upon the circumstances of the case.
- (d) Other Leaves Provided Not Affecting Accrued Leave Balances. A faculty member may be granted other leaves not affecting accrued leave balances that are provided as follows:
 - (1) Florida Disaster Volunteer Leave is provided by Section 110.120, Florida Statutes, for a faculty member who is a certified disaster service volunteer of the American Red Cross. Leave of absence with pay for not more than fifteen (15) working days in the fiscal year may be provided upon request of the American Red Cross and the faculty member's supervisor's approval. Leave granted under this act shall be only for services related to a disaster occurring within the boundaries of the State of Florida.
 - (2) Civil disorder or disaster leave is provided for a faculty member who is a member of a volunteer fire department, police auxiliary or reserve, civil defense unit, or other law enforcement type organization to perform duties in time of civil disturbances, riots, and natural disasters, including a faculty member who is a member of the Civil Air Patrol or Coast Guard Auxiliary, and called upon to assist in emergency search and rescue missions. Such paid leave not affecting leave balances may be granted upon approval by the President or designee and shall not exceed two days on any one occasion.
 - (3) Athletic competition leave is provided by Section 110.118, Florida Statutes, for a faculty member who is a group leader, coach, official, or athlete who is a member of the official delegation of the United States team for athletic competition. Such paid leave not affecting leave balances shall be granted for the purpose of preparing for and engaging in the competition for the

UNF – UFF Collective Bargaining Agreement 2014-2017

period of the official training camp and competition, not to exceed 30 days in a calendar year.

- (4) Leave for re-examination or treatment with respect to service-connected disability is provided by Section 110.119, Florida Statutes, for a faculty member who has such rating by the United State Department of Veterans Affairs and has been scheduled to be reexamined or treated for the disability. Upon presentation of written confirmation of having been so scheduled, such leave not affecting the faculty member's leave balances shall be approved and shall not exceed six (6) calendar days in any calendar year.
- (e) Official Emergency Closings. The President or President's representative may close the University, or portions of the University, in the event an Executive Order declaring an emergency has been issued. When natural disasters or other sudden and unplanned emergency conditions occur which are not covered by an Executive Order, the President or representative shall determine whether the University, or any portion thereof, is affected by the emergency and is to be closed. Such closings shall be only for the period it takes to restore normal working conditions. A closing beyond two (2) consecutive days shall require the approval of the Chair of the Board of Trustees. Leave resulting from such an emergency closing shall not reduce faculty members' leave balances.

23.11 Leave Without Pay.

- (a) Granting. Upon request of a faculty member, the President or representative shall grant a leave without pay for a period not to exceed one year unless the President or representative determines that granting such leave would be inconsistent with the best interests of the University. Such leave may be extended upon mutual agreement.
- (b) Salary Adjustment. The salary of a faculty member returning from uncompensated leave shall be adjusted to reflect all non-discretionary increases distributed during the period of leave. While on such leave, a faculty member shall be eligible to participate in any special salary incentive programs.
- (c) Retirement Credit. Retirement credit for such periods of leave without pay shall be governed by the rules and regulations of the Division of Retirement and the provisions of Chapter 121, Florida Statutes.
- (d) Accrual of Leave/Holiday Pay. While on leave without pay, the faculty member shall retain accumulated sick leave and annual leave, but shall not accrue sick leave or annual leave nor be entitled to holiday pay.
- (e) Use of Accrued Leave During an Approved Period of Leave Without Pay.

UNF – UFF Collective Bargaining Agreement 2014-2017

- (1) Use of accrued leave with pay is authorized during a leave of absence without pay for parental, foster care, medical, or military reasons. Such use of leave with pay is provided under the following conditions:
 - a. Notwithstanding the provisions of Section 23.8(a)(2) regarding the use of sick leave, a faculty member may use any type of accrued leave in an amount necessary to cover the faculty member's contribution to the State insurance program and other expenses incurred by the faculty member during an approved period of leave without pay for parental, foster care, medical, or military reasons.
 - b. Normally the use of accrued leave during a period of leave without pay for medical reasons shall be approved for up to six (6) months, but may be approved for up to one year for the serious health condition of the faculty member or a member of the faculty member's immediate family.
 - c. The employer contribution to the State insurance program shall continue for the corresponding payroll periods.
- (2) A faculty member's request for the use of accrued leave during a period of leave without pay shall be made at the time of the faculty member's request for the leave without pay. Such request shall include the amount of accrued leave the faculty member wishes to use during the approved period of leave without pay. If circumstances arise during the approved leave which causes the faculty member to reconsider the combination of leave with and without pay, the faculty member may request approval of revisions to the original approval.

ARTICLE 24
SABBATICALS AND PROFESSIONAL DEVELOPMENT LEAVES

24.1 Sabbaticals

- (a) Policy. Sabbaticals for professional development are to be made available to faculty members who meet the requirements set forth below. Such sabbaticals are granted to increase a faculty member's value to the University through enhanced opportunities for professional renewal, planned travel, study, formal education, research, writing, or other experience of professional value, not as a reward for service.
- (b) Types of Sabbaticals.
 - (1) The University Administration will make available to each faculty member whose application has been approved by the University, a sabbatical for two (2) semesters (i.e., one (1) academic year) at half-pay, subject to the conditions set forth below.
 - (2) Each year, the University Administration will make available at least one (1) sabbatical at full-pay for one (1) semester for each forty (40) eligible faculty members, subject to the conditions set forth below.
- (c) Eligibility for Sabbaticals. Full-time tenured faculty members with at least six (6) years of full-time service with the University shall be eligible for sabbaticals.²⁶ A faculty member who is compensated through a contract or grant may receive a sabbatical only if the contract or grant allows a sabbatical and the faculty member meets all other eligibility requirements. Eligible faculty members shall be notified annually by the University regarding eligibility requirements and application deadlines.
- (d) Sabbatical Review Committee
 - (1) The committee shall be selected through the UFF nomination and election process.
 - (2) The committee shall consist of nine tenured faculty members, of whom two shall be elected from the College of Arts and Sciences, two from the Coggin College of Business, two from the College of Education and Human Services, two from the Brooks College of Health, and one from the College of Computing Sciences, Engineering and Construction. Runner-up candidates from the election shall serve as alternate members of the committee as needed. For example, if three people run for two positions in

²⁶ The faculty member may apply for the sabbatical during the sixth year of full-time service. However, the sabbatical will not be awarded to the faculty member until the following (seventh) year.

UNF – UFF Collective Bargaining Agreement 2014-2017

a particular college, then the faculty member with the third highest number of votes shall serve as an alternate. In the event that no alternate member exists, the University President shall appoint alternate members as needed from the same college in which a vacancy has occurred.

- (3) Terms shall be for two years, at staggered intervals, with a limit of three consecutive terms that may be served. In the first year of the committee, one member from the College of Arts and Sciences, one member from the Coggin College of Business, one member from the College of Education and Human Services, and one member from the Brooks College of Health shall be elected to serve one year, thereby creating staggered terms for those members serving on the committee.
 - (4) Only tenured faculty members may vote in the election.
 - (5) If a member of the committee, or anyone personally related to that committee member, should apply for a sabbatical during that member's term on the committee, that committee member shall not participate in the committee's consideration of applications for that year and the college's alternate member shall fill the faculty member's position on the committee for that year.
 - (6) After decisions have been made for the current year, the Committee shall select the Chair of the Committee for the forthcoming year. Members who are eligible for the Chair's position are those who will be completing their two year assignment in the next year.
- (e) Application and Selection.
- (1) Applications for sabbaticals to be taken during the following academic year shall be submitted by 5:00 p.m. October 15 of each year to the Office of Academic Affairs. Each application shall follow the format in Appendix I, and shall include the applicant's name, the applicant's college, the applicant's department, the number of years in faculty status at the University, the dates, length and purpose of all previous sabbaticals taken, a curriculum vitae, a statement describing the program and activities to be followed while on sabbatical, relationship between proposed scholarship and instruction at UNF, the expected benefit of the sabbatical to the faculty member, to the University and the faculty member's academic discipline, the anticipated short-term and long-term outcomes, including expected publications, from the leave, any anticipated supplementary income, and a statement that the applicant agrees to comply with the conditions of the sabbatical program as described in this article. The application (Appendix I) shall include recommendations from the applicant's chair and dean.
 - (2) The Provost or his representative shall forward timely filed and properly

UNF – UFF Collective Bargaining Agreement 2014-2017

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

- (3) Sabbaticals at half-pay shall be granted unless the University Administration has determined that the conditions set forth in this section have not been met or that departmental/unit staff considerations preclude such sabbatical from being granted.
- (4) No more than one (1) faculty member in a department/unit need be awarded a sabbatical at the same time. In the event a faculty member who has applied for a sabbatical at half-pay is not awarded a sabbatical solely due to this limitation, the faculty member will be awarded the sabbatical the following year, or at a later time as agreed to by the faculty member and the University Administration. In the event more than one faculty member in a department/unit is not awarded a sabbatical solely due to this limitation in any given year, the University Administration shall determine the sequence of awarding the sabbaticals. The period of postponement shall be credited toward eligibility for a subsequent sabbatical.

(f) Terms of Sabbatical Program.

- (1) While on sabbatical, the faculty member's salary shall be one-half pay for two (2) semesters (one (1) academic year), or full-pay for one semester.
- (2) The faculty member must return to the University for at least one (1) academic year following participation in the program. Agreements to the contrary must be reduced to writing prior to participation. Return to the University of the salary received during the program may be required in those instances where neither of the above is satisfied.
- (3) The faculty member must, within thirty (30) days upon returning from the sabbatical, provide a concise written report to the President or representative of the faculty member's accomplishments during the sabbatical. This report shall include information regarding the activities undertaken during the sabbatical, the results accomplished during the sabbatical as they affect the faculty member and the University, and research or other scholarly work produced or expected to be produced as a

UNF – UFF Collective Bargaining Agreement 2014-2017

result of the sabbatical.

- (4) Faculty members shall not normally be eligible to be awarded a second sabbatical until six (6) years of continuous service are completed following the first.
- (5) Contributions normally made by the Board to retirement and Social Security programs shall be continued on a basis proportionate to the salary received. Board contributions normally made to employee insurance programs and any other employee benefit programs shall be continued during the sabbatical.
- (6) Eligible faculty members shall continue to accrue annual and sick leave on a full-time basis during the sabbatical.
- (7) While on leave, a faculty member shall be permitted to receive funds for travel and living expenses, and other sabbatical-related expenses, from sources other than the University such as fellowships, grants-in-aid, and contracts and grants, to assist in accomplishing the purposes of the sabbatical. Receipt of funds for such purposes shall not result in reduction of the faculty member's University salary. Grants for such financial assistance from other sources may, but need not, be administered through the University. If financial assistance is received in the form of salary, the University salary shall normally be reduced by the amount necessary to bring the total income of the sabbatical period to a level comparable to the faculty member's current year salary rate. Employment unrelated to the purpose of the sabbatical leave is governed by the provisions of the Conflict of Interest/ Outside Activity Article.

24.2 Professional Development Leave.

- (a) Policy. Professional development leave shall be made available to faculty members who meet the requirements set forth below. Such leaves are granted to increase a faculty member's value to the University through enhanced opportunities for professional renewal, educational travel, study, formal education, research, writing, or other experience of professional value, not as a reward for service.
- (b) Types of Professional Development Leave. Each year, the University or its representatives will make available at least one (1) professional development leave at full-pay for one (1) semester or its equivalent (for example, leave at half-pay for two (2) semesters), for each thirty (30) eligible faculty members, subject to the conditions set forth below.
- (c) Eligibility for Professional Development Leave. Full time faculty members with six (6) or more years of service, except those faculty members who are serving in tenure-earning or tenured positions, shall be eligible for professional development

UNF – UFF Collective Bargaining Agreement 2014-2017

leave. A faculty member who is compensated through a contract or grant may receive a professional development leave only if the contract or grant allows for such leaves and the faculty member meets all other eligibility requirements. Eligible faculty members shall be notified annually by the University regarding eligibility requirements and application deadlines.

- (d) Professional Development Leave Review Committee.
 - (1) The committee shall be selected through the UFF nomination and election process.
 - (2) The committee shall consist of six (6) non-tenure-earning faculty members, elected at large: one from the Library, one from the College of Arts and Sciences, one from the Coggin College of Business, one from the College of Education and Human Services, one from the Brooks College of Health, and one from the College of Computing Sciences, Engineering and Construction. Runner-up candidates from the election shall serve as alternate members of the committee as needed. For example, if two people run for a position in a particular college, then the faculty member with the second highest number of votes shall serve as alternate. In the event that no alternate member exists, the University President shall appoint alternate members as needed from the same college in which a vacancy has occurred.
 - (3) Terms shall be for two years, at staggered intervals, with a limit of three consecutive terms that may be served. In the first year of the committee, the member from the College of Arts and Sciences, the member from the Coggin College of Business, and the member from the Brooks College of Health shall be elected to serve one year, thereby creating staggered terms for those members serving on the committee.
 - (4) Only non-tenure-earning faculty members may vote in the election.
 - (5) If a member of the committee, or anyone personally related to that committee member, should apply for professional development leave during that member's term on the committee, that committee member shall not participate in the committee's consideration of applications for that year and the college's alternate member shall fill the faculty member's position on the committee for that year.
 - (6) After decisions have been made for the current year, the Committee shall select the Chair of the Committee for the forthcoming year. Members who are eligible for the Chair's position are those who will be completing their two year assignment in the next year.
- (e) Application and Selection.

UNF – UFF Collective Bargaining Agreement 2014-2017

- (1) Applications for professional development leave to be taken during the following academic year shall be submitted by 5:00 p.m. October 15 of each year to the Office of Academic Affairs. The application shall contain the applicant's name, the applicant's college, the applicant's department, the number of years in faculty status at the University, the dates, length and purpose of all previous professional development leaves taken, a curriculum vitae, a statement describing the program and activities to be followed while on professional development leave, the expected benefit of the professional development leave to the faculty member, to the University and the faculty member's academic discipline, and the anticipated short-term and long-term outcomes, including expected publications, from the leave. The application (Appendix I-2) shall include recommendations from the applicant's chair and dean.
 - (2) The Provost or his/her representative shall forward timely filed and properly completed applications for professional development leave to the Professional Development Leave Committee for its review and recommendation. The committee shall meet and recommend applications for approval based on the criteria for selection specified by the University and made available to eligible faculty members and the committee. The President or representative shall consider for approval only those applications recommended by the committee and shall approve applicants when the University Administration believes that completion of the project or work would improve the productivity of the department or function of which the faculty member is a part.
 - (3) No more than one (1) faculty member in each department/unit need be granted leave at the same time. In the event a faculty member who has been recommended is not awarded professional development leave solely due to this limitation, the faculty member will be given priority consideration in the next round of applications, and will not be required to resubmit his/her application.
- (f) Terms of Professional Development Leave.
- (1) The faculty member must return to University employment for at least one (1) academic year following the conclusion of such leave. Agreements to the contrary must be reduced to writing prior to participation. Return to the University of the salary received during the program may be required in those instances where neither of the above is satisfied.
 - (2) A faculty member who fails to spend the time as stated in the application shall reimburse the University the salary received during such leave.
 - (3) Faculty members shall not normally be eligible to be awarded a second professional development leave until six (6) years of continuous service are

UNF – UFF Collective Bargaining Agreement 2014-2017

completed following the previous leave.

- (4) The faculty member must provide a brief written report of the faculty member's accomplishments during the professional development leave to the President or representative upon return to the University.
- (5) Contributions normally made by the Board to retirement and Social Security programs shall be continued on a basis proportionate to the salary received. Board contributions normally made to faculty member's insurance programs and any other faculty member benefit programs shall be continued during the professional development leave.
- (6) Eligible faculty members shall continue to accrue annual and sick leave on a full-time basis during the professional development leave.
- (7) While on leave, a faculty member shall be permitted to receive funds for travel and living expenses, and other professional development leave-related expenses, from sources other than the University such as fellowships, grants-in-aid, and contracts and grants, to assist in accomplishing the purposes of the professional development leave. Receipt of funds for such purposes shall not result in reduction of the faculty member's University salary. Grants for such financial assistance from other sources may, but need not, be administered through the University. If financial assistance is received in the form of salary, the University salary shall normally be reduced by the amount necessary to bring the total income of the professional development leave period to a level comparable to the faculty member's current year salary rate. Employment unrelated to the purpose of the professional development leave is governed by the provisions of the Conflict of Interest/Outside Activity Article.

24.3 Other Study Leave.

- (a) Job-Required. A faculty member required to take academic course work as part of assigned duties shall not be required to charge time spent attending classes during the work day to accrued leave.
- (b) Job-Related. A faculty member may, at the discretion of the supervisor, be permitted to attend up to six (6) credits of course work per semester during work, provided that:
 - (1) The course work is directly related to the faculty member's professional responsibilities;
 - (2) The supervisor determines that the absence will not interfere with the proper operation of the work unit;

UNF – UFF Collective Bargaining Agreement 2014-2017

- (3) The supervisor believes that completion of the course work would improve the productivity of the department or function of which the faculty member is a part; and
 - (4) The faculty member's work schedule can be adjusted to accommodate such job-related study with reduction in the total number of work hours required per pay period.
- (c) Faculty members may, in accordance with this Article, use accrued annual leave for job-related study.

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

ARTICLE 25
INTELLECTUAL PROPERTY

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

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

- (a) A "work" includes any copyrightable material, such as printed material, computer software or databases, audio and visual material, circuit diagrams, architectural and engineering drawings, lectures, musical or dramatic compositions, choreographic works, pictorial or graphic works, and sculptural works. Instructional technology material, as defined in the Assignment of Responsibilities Article, Section 14.14(a), is included in this definition.
- (b) An "invention" includes any discovery, invention, process, composition of matter, article of manufacture, know-how, design, model, technological development, strain, variety, culture of any organism, or portion, modification, translation, or extension of these items, and any mark used in connection with these items. Instructional technology material, as defined in the Assignment of Responsibilities Article, Section 14.14(a), is included in this definition.
- (c) "Instructional technology material" is defined in the Assignment of Responsibilities Article, Section 14.14 (a).
- (d) "University support" includes the use of university funds, personnel, facilities, equipment, materials, or technological information, and includes such support provided by other public or private organizations when it is arranged, administered, or controlled by the University.

25.3 Works.

- (a) Independent Efforts. A work made in the course of independent efforts is the property of the faculty member, who has the right to determine the disposition of such work and the revenue derived from such work. As used in this Section, the term "independent efforts" means that:
 - (1) the ideas came from the faculty member;
 - (2) the work was not made with the use of university support; and
 - (3) the university is not held responsible for any opinions expressed in the work.

UNF – UFF Collective Bargaining Agreement 2014-2017

- (b) University-Supported Efforts.
 - (1) If the work was not made in the course of independent efforts, the work is the property of the university and the faculty member shall share in the proceeds therefrom.
 - (2) Exceptions. The university shall not assert rights to the following works:
 - a. Those works for which the intended purpose is to disseminate the results of academic research or scholarly study, such as books, articles, electronic media; and
 - b. Works developed without the use of appreciable university support and used solely for the purpose of assisting or enhancing the faculty member's instructional assignment.
- (c) Disclosure.
 - (1) Upon the creation of a work and prior to any publication, the faculty member shall disclose to the President or representative any work made in the course of university-supported efforts, together with an outline of the project and the conditions under which it was done. Consistent with the provisions of Section 25.3(b)(2)a., above, faculty members need not disclose regarding books, articles, and similar works, the intended purpose of which is to disseminate the results of academic research or scholarly work.
 - (2) The President or representative shall assess the relative equities of the faculty member and the University in the work.
 - (3) Within sixty (60) days after such disclosure, the President or representative shall inform the faculty member whether the University seeks an interest in the work, and a written agreement shall thereafter be negotiated to reflect the interests of both parties, including provisions relating to the equities of the faculty member and the allocation of proceeds resulting from such work. Creation, use, and revision of such works shall also be the subject of the written agreement between the faculty member and the University as well as provisions relating to the use or revision of such works by persons other than the creator. The faculty member shall assist the University in obtaining releases from persons appearing in, or giving financial or creative support to, the development or use of these works in which the University has an interest. All such agreements shall comport with and satisfy any preexisting commitments to outside sponsoring contractors.

UNF – UFF Collective Bargaining Agreement 2014-2017

- (4) The faculty member and the University shall not commit any act which would tend to defeat the University's or faculty member's interest in the work and shall take any necessary steps to protect such interests.

25.4 Inventions.

(a) Disclosure/University Review.

- (1) A faculty member shall fully and completely disclose to the President or representative all inventions which the faculty member develops or discovers while an employee of the University, together with an outline of the project and the conditions under which it was done. With respect to inventions made during the course of approved outside employment, the faculty member may delay such disclosure, when necessary to protect the outside employer's interests, until the decision has been made by the outside employer whether to seek a patent.
 - (2) If the University wishes to assert its interest in the invention, the President or representative shall inform the faculty member within 120 days of the faculty member's disclosure to the President or representative.
 - (3) The President or representative shall conduct an investigation which shall assess the respective equities of the faculty member and the University in the invention, and determine its importance and the extent to which the University should be involved in its protection, development, and promotion.
 - (4) The President or representative shall inform the faculty member of the University's decision regarding the university's interest in the invention within a reasonable time, not to exceed 135 days from the date of the disclosure to the President or representative.
 - (5) The division, between the University and the faculty member, of proceeds generated by the licensing or assignment of an invention shall be negotiated and reflected in a written contract between the University and the faculty member. All such agreements shall comport with and satisfy any preexisting commitments to outside sponsoring contractors.
 - (6) The faculty member shall not commit any act which would tend to defeat the University's interest in the matter, and the University shall take any necessary steps to protect such interest.
- (b) Independent Efforts. All inventions made outside the field or discipline in which the faculty member is employed by the University and for which no university support has been used are the property of the faculty member, who has the right to determine the disposition of such work and revenue derived from such work. The

UNF – UFF Collective Bargaining Agreement 2014-2017

faculty member and the President or representative may agree that the patent for such invention be pursued by the University and the proceeds shared.

- (c) University-Supported Efforts. An invention which is made in the field or discipline in which the faculty member is employed by the University, or by using university support, is the property of the University and the faculty member shall share in the proceeds therefrom.
- (d) Release of Rights.
 - (1) In the event a sponsored research contractor has been offered the option to apply for the patent to an invention or other rights in an invention, the University shall use its good offices in an effort to obtain the contractor's decision regarding the exercise of such rights within 120 days.
 - (2) At any stage of making the patent applications, or in the commercial application of an invention, if it has not otherwise assigned to a third party the right to pursue its interests, the President or representative may elect to withdraw from further involvement in the protection or commercial application of the invention. At the request of the faculty member in such case, the University shall transfer the invention rights to the faculty member, in which case the invention shall be the faculty member's property and none of the costs incurred by the University or on its behalf shall be assessed against the faculty member.
 - (3) All assignments or releases of inventions, including patent rights, by the President or representative to the faculty member shall contain the provision that such invention, if patented by the faculty member, shall be available royalty-free for governmental purposes of the State of Florida, unless otherwise agreed in writing by the University.
- (e) University Policy.
 - (1) The University shall have a policy addressing the division of proceeds between the faculty member and the university.
 - (2) Such policy may be the subject of consultation meetings pursuant to the Consultation article.
- (f) Execution of Documents. The University and the faculty member shall sign an agreement individually recognizing the terms of this Article.

25.5 Outside Activity.

- (a) Although a faculty member may, in accordance with Article 26, Conflict of Interest/Outside Activity, engage in outside activity, including employment,

UNF – UFF Collective Bargaining Agreement 2014-2017

pursuant to a consulting agreement, requirements that a faculty member waive the faculty member's or University's rights to any work or inventions which arise during the course of such outside activity must be approved by the President or representative.

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

ARTICLE 26
CONFLICT OF INTEREST/OUTSIDE ACTIVITY

26.1 Policy.

- (a) A faculty member is bound to observe, in all official acts, the highest standards of ethics consistent with the code of ethics of the State of Florida (Chapter 112, Part III, Florida Statutes), the advisory opinions rendered with respect thereto, Board rules, and University rules. Other provisions of State law govern obligations and responsibilities of faculty members who receive State compensation in addition to their annual salary.
- (b) Nothing in this Article is intended to discourage a faculty member from engaging in outside activity in order to increase the faculty member's professional reputation, service to the community, or income, subject to the conditions stated herein.

26.2 Definitions.

- (a) "Outside Activity" shall mean any private practice, private consulting, additional teaching or research, or other activity, compensated or uncompensated, which is not part of the faculty member's assigned duties and for which the University has provided no compensation.
- (b) "Conflict of Interest" shall mean
 - (1) any conflict between the private interests of the faculty member and the public interests of the University, the Board of Trustees, or the State of Florida, including conflicts of interest specified under Florida Statutes; or
 - (2) any activity which interferes with the full performance of the faculty member's professional or institutional responsibilities or obligations.

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

26.4 Report of Outside Activity.

- (a) A faculty member who proposes to engage in any outside activity which the faculty member should reasonably conclude may create a conflict of interest, or in any outside compensated professional activity, shall report to the faculty member's supervisor, in writing, the details of such proposed activity prior to engaging therein.

UNF – UFF Collective Bargaining Agreement 2014-2017

- (b) The report, as described in paragraph 26.4(a), above, shall include where applicable, the name of the employer or other recipient of services; the funding source; the location where such activity shall be performed; the nature and extent of the activity; and any intended use of University facilities, equipment, or services.
- (c) A new report shall be submitted for outside activity previously reported at:
 - (1) the beginning of each fiscal year for outside activity of a continuing nature²⁷; and
 - (2) such time as there is a significant change in an activity (nature, extent, funding, etc.).
- (d) The reporting provisions of this section shall not apply to activities performed wholly during a period in which the faculty member has no appointment with the University.

26.5 Expedited Grievance Procedure.

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

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

26.7 No University Affiliation. A faculty member engaging in outside activity shall take reasonable precautions to ensure that the outside employer or other recipient of services understands that the faculty member is engaging in such outside activity as a private citizen and not as an employee, agent, or spokesperson of the University.

²⁷ Those faculty members not physically present at the start of the fiscal year (July 1) shall promptly complete and file a new form for each outside activity upon returning to campus.

ARTICLE 27

OTHER RIGHTS AND RESPONSIBILITIES OF FACULTY MEMBERS

27.1 Constitutional Rights of Faculty. The federal and state constitutional and statutory rights accorded to a faculty member employed by the University of North Florida are not diminished by this Agreement or by the fact of his/her employment by the University of North Florida, and nothing herein shall be construed to diminish the right of such faculty member to exercise those rights. Any alleged violation of such rights shall not be subject to the grievance and arbitration procedure of this Agreement, but shall be subject to vindication only by a court of competent jurisdiction. However, this shall not prohibit a faculty member from contesting proper cause for disciplinary action in a grievance or arbitration proceeding on the grounds that the discipline was imposed in retaliation for the faculty member's exercise of his/her constitutional or statutory rights.

27.2 Postal Services. The University Administration shall pay for reasonable postal services related to teaching, scholarship/research/creative activity, service or other assigned duties.

27.3 Limitation on Personal Liability.

- (a) In the event a faculty member is sued for an act, event, or omission which may fall within the scope of Section 768.28(9), Florida Statutes, the faculty member should notify the President's office as soon as possible after receipt of the summons commencing the action in order that the University Administration may fulfill its obligation. Failure to notify the President's office promptly may affect the rights of the parties.
- (b) For information purposes, a copy of the current full-text of Section 768.28(9), Florida Statutes, is included for reference in Appendix "F".
- (c) The University Administration shall provide a legal defense for any faculty member who is sued for alleged acts, events, or omissions of actions within the scope of his or her employment with the University. The University Administration shall have no obligation to provide a defense when the faculty member acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Nor shall the University Administration have any obligation to provide a defense to any faculty member who is sued by another faculty member or any employee, agent, or official of the University, unless the faculty member is a co-defendant with either the University or a member of the University Administration.

UNF – UFF Collective Bargaining Agreement 2014-2017

ARTICLE 28 SALARY INCREASES AND SALARY PAYMENTS

28.1 Across the Board Increase.

- (a) Eligibility. An eligible faculty member is one who was hired by and was in pay status by June 30, 2014 ~~3~~, and continues to be employed with the University through the date of ratification of this Agreement. The following faculty members are not eligible for the increase:
- (1) A faculty member who was issued a notice of non-reappointment.
 - (2) A faculty member who is on a visiting appointment.
- (b) Amount. Effective September 27, 2014, each eligible full-time faculty member shall receive a four ~~two~~ percent (4 %) increase to their June 30, 2014 base rate of pay. Effective September 27, 2014, each eligible part-time faculty member shall receive an increase to their June 30, 2014 base rate of pay in an amount that is proportional to the FTE of the employee's position.

28.2 Compression, Inversion, and Depression Adjustments²⁸

- (a) Eligibility. An eligible faculty member is one who was hired by and was in pay status by June 30, 2014, and continues to be employed with the University through the date of ratification of this Agreement. The following faculty members are not eligible for the increase:
- (1) A faculty member who was issued a notice of non-reappointment.
 - (2) A faculty member who is on a visiting appointment.
- (b) Raises for Assistant University Librarians, some Assistant Professors, and Instructors/Lecturers
- (1) For all academic departments other than the Library and Nursing, the median salary of Assistant Professors shall be at least \$56,800 per 9 months. For departments in which the median salary for Assistant Professors is below \$56,800, all Assistant Professors shall be given equivalent raises (in dollars, not percentage), and these raises shall be sufficient to bring the median salary of Assistant Professors in the

²⁸ This Section 28.2 generally explains the method by which compression/inversion adjustments were made. The actual calculated increases are shown on the agreed upon schedule. Two guiding principles in the development of the compression/inversion/depression raises described in Article 28.2 are (1) that they adjust only the *distance* between the ranks in each department, using the median salary within each rank to determine those distances, and (2) that they not affect the *spread* of the salaries within each rank in each department, other than through delimiting raises on the high end of the salary spectrum.

UNF – UFF Collective Bargaining Agreement 2014-2017

department to \$56,800; i.e., in such departments each Assistant Professor shall receive a raise equal to the difference (in dollars) between \$56,800 and the current median salary for Assistant Professors in the department.

- (2) Assistant Professors in the Nursing Department (excluding those in Nurse Anesthesia) shall receive raises of \$5,521 per 9 months.
 - (3) Assistant University Librarians shall receive raises of \$954 per twelve (12) months.
 - (4) Instructors, Lecturers, Senior Instructors, and Senior Lecturers shall receive raises of \$600 per 9 months or \$800 per 12 months.
- (c) After the salary adjustments in 28.2 (b), for all academic departments with existing compression or inversion, the salaries of Associate and Full Professors shall be increased relative to the salaries of Assistant Professors in the same department. In addition, for colleges with existing compression or inversion in the non-tenure track ranks, the salaries of Senior Instructors or Senior Lecturers shall be increased relative to the salaries of Instructors or Lecturers in the same college. Prior to calculating the median salaries used for these adjustments, the highest salary within the Associate and Full Professor rank within each department shall be omitted, but only if there is more than one (1) faculty member in the respective rank.
- (1) The median salaries of Associate Professors shall be raised to 12.5% greater than the median salary for Assistant Professors in the same department; to accomplish this, all Associate Professors within a department will be provided the same raises in dollars (i.e., not by percentage). In addition, the median salaries of Full Professors shall be raised to 26.5625% greater than the median salary for Assistant Professors in the same department; to accomplish this, all Full Professors within a department will be provided the same raise in dollars (i.e., not by percentage).
 - (2) The median salaries of Senior Instructors and Senior Lecturers shall be raised to \$2,000 per 9 months, or \$2,666 per 12 months, greater than the median salary for Instructors and Lecturers respectively. Instructor raises will be calculated separately from Lecturer raises. If there are three (3) or more Instructors or Lecturers within a department the calculation of median salary will be conducted using only faculty in that department. For any department with fewer than three (3) Instructors or Lecturers, the department will be combined with all other such departments in the college for the calculation of median salary. Senior Instructors and Senior Lecturers within a department or college will be provided the same raise in dollars (i.e., not by percentage).

UNF – UFF Collective Bargaining Agreement 2014-2017

- (d) After the salary adjustments in 28.2 (c), raises for some faculty shall then be decreased on a linear sliding scale.
 - (1) Tenure-track faculty with a salary of \$130,000 (per 9 months) or greater as of June 30, 2014 will receive no adjustment, and tenure-track faculty with a salary of \$75,000 or less (per 9 months) as of June 30, 2014 will receive a full adjustment. Salaries (as of June 30, 2014) between \$130,000 and \$75,000 will be adjusted based on the linear sliding scale. For example, faculty with a salary of \$88,750 would receive 75% of the compression and inversion adjustment.
 - (2) Similarly, non-tenure-track faculty with a salary of \$75,000 (per 9 months) or greater as of June 30, 2014 will receive no compression and inversion adjustment, and non-tenure-track faculty with a salary of \$50,000 or less (per 9 months) as of June 30, 2014 will receive a full adjustment. Salaries (as of June 30, 2014) between \$75,000 and \$50,000 will be adjusted based on the linear sliding scale. For example, faculty with a salary of \$65,000 would receive 40% of the compression and inversion adjustment.
- (e) After the salary adjustments in Sections 28.2 (b), 28.2 (c), and 28.2 (d), compression and inversion adjustments are capped at \$7,000 per 9 months for tenure-track faculty and \$4,000 per 9 months for non-tenure-track faculty.

28.3 Calculation of Increases. The University Administration has provided the UFF a report detailing the annual salaries of in-unit faculty members as of June 30, 2014 and the amount of pay increase that is due to each faculty member under this Agreement. The UFF has verified the amount of each increase due to faculty members, using the information set out in Article 28.2.

28.4 Contract and Grant Funded Increases.

- (a) Faculty members on contracts or grants shall receive annual salary increases equivalent to similar faculty members on Educational and General (E&G) funding, provided that such salary increases are permitted by the terms of the contract or grant, and adequate funds are available for this purpose in the contract or grant.
- (b) Nothing contained herein shall prevent faculty members whose salaries are funded by grant agencies from being allotted salary increases higher than those provided in this Agreement.

28.5 Salary Adjustments for Faculty on Uncompensated Leave. The base salary of a faculty member returning from uncompensated leave shall be adjusted to reflect all across-the-board pay increases and market increases that the faculty member would have received if he/she had not been on uncompensated leave that were distributed during the period of the faculty member's uncompensated leave.

UNF – UFF Collective Bargaining Agreement 2014-2017

28.6 Payment Option for Nine-Month Faculty. Eligible faculty members shall be provided the option of having their nine-month salary paid over twelve months subject to the following conditions:

- (a) Not later than June 30 of each academic year, each eligible faculty member may elect, using the form included in Appendix “J-1”, to have his/her nine-month salary paid over twelve months.
- (b) Once a faculty member elects to be paid over twelve months, he/she will not be able to opt out of that option until the next enrollment cycle (i.e., August 1-July 31). *See* Appendix J-2.
- (c) Payment would begin effective the start of the new nine (9) month contract.
- (d) Visiting faculty members are not eligible for this payment option.

28.7 Additional awards or salary increases.

- (a) UFF acknowledges that, in order for the University to carry out its mission and deliver quality education and further the development of faculty, the University Administration will from time to time provide faculty with salary increases to meet verified written counter-offers and for litigation/EEO/grievance settlements. UFF will be notified of any proposed salary increase and will have the opportunity to discuss the proposed increase with the University President or designee prior to implementation.
- (b) UFF also recognizes that the University Administration will from time to time provide stipends or awards to compensate faculty for short or long term University-related activities, including increased duties and responsibilities. These faculty efforts may include department, college, and University-wide grants, awards, and programmatic activities. The Provost will inform UFF of new stipends or awards as they are established, and UFF may designate such items for future negotiations upon the expiration of the current Agreement.

ARTICLE 29
BENEFITS

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

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

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

29.4 Benefits for Retired Faculty Members.

- (a) Faculty members retired from the University shall be eligible, upon request, and on the same basis as other faculty members, subject to university policies, to receive the following benefits at the University.
 - (1) Retired faculty member identification card;
 - (2) Use of the University library (i.e., public rooms, lending and research service);
 - (3) Listing in the University directory;
 - (4) Placement on designated University mailing lists;
 - (5) Parking at the University²⁹;
 - (6) Use of University recreational facilities (retired faculty members may be charged fees different from those charged to other faculty members for the use of such facilities);

²⁹ Retired faculty members may obtain a daily parking pass at no cost by presenting his or her retired faculty ID card at the parking booth located on the University campus near the Kernan Boulevard entrance, at the corner of UNF Drive and Alumni Drive.

UNF – UFF Collective Bargaining Agreement 2014-2017

- (7) The right to enroll in courses without payment of fees, on a space available basis, in accordance with the provisions of Section 1009.26(4), Florida Statutes; and
 - (8) A mailbox in the department/unit from which the faculty member retired, subject to space availability.
 - (9) University e-mail address.
- (b) In accordance with University policy, and on a space available basis, the University is encouraged to grant a retired faculty member's request for office or laboratory space.
- (c) With the exception of retirees who participated in the Optional Retirement Program and for whom provisions have been made, as stipulated in Section 29.5(a)(5) of this Agreement, retired employees of any State-administered retirement system are entitled to health insurance subsidy payments in accordance with Section 112.363, Florida Statutes.

29.5 Optional Retirement Program.

- (a) An Optional Retirement Program is provided for faculty member who are employed for no less than one academic year including the following provisions:
- (1) Faculty and A&P employees who are in the collective bargaining unit and otherwise eligible for membership in the Florida Retirement System.
 - (2) Any faculty member whose Optional Retirement Program eligibility results from initial employment shall be enrolled as a member of the Optional Retirement Program. If the faculty member does not execute an annuity contract with an Optional Retirement Program approved provider and notify the Division of Retirement in writing within 90 days, the faculty member shall be enrolled as a member of the Florida Retirement System.
 - (3) No accrued service credit or vested retirement benefits shall be lost if a faculty member participates in the Optional Retirement Program;
 - (4) Benefits under the Optional Retirement Program shall be fully and immediately vested in the participating faculty members;
 - (5) The University shall contribute to the Optional Retirement Program, on behalf of each faculty member participating in the program, an amount equal to the normal cost portion of the University's contribution to the Florida Retirement System, as well as an amount equal to the University's contribution to the Retiree Health Insurance Subsidy program on behalf of non-Optional Retirement participants (see Section 112.363(8), Florida

UNF – UFF Collective Bargaining Agreement 2014-2017

Statutes), less a reasonable and necessary amount, as determined by the Legislature, which shall be provided to the Division of Retirement for administering the program; and

- (6) A participating faculty member may contribute to the Optional Retirement Program, by salary reduction or deduction, a percentage amount of the faculty member's gross compensation not to exceed the percentage amount contributed by the University to the Optional Retirement Program, but in no case may such contribution exceed federal limitations.
- (b) The parties agree to inform eligible faculty members regarding the existence and impact of the Optional Retirement Program upon their retirement benefits.
- (c) If the UFF is concerned with the performance of any aspect of the Optional Retirement Program, whether administered by the Board of Trustees or another State agency, the UFF has a right to consult with the Trustees regarding such concern. As a result of such consultation, the parties may agree to an approach to address the concern if it lies outside the Board's statutory authority.

29.6 Phased Retirement Program.

- (a) Eligibility.
 - (1) Faculty members who have accrued at least six (6) years of creditable service in the Florida or Teachers Retirement System (FRS, TRS) or Optional Retirement Program (ORP), except those faculty members referenced in 29.6(a)(2), are eligible to participate in the Phased Retirement Program. Such eligibility shall expire on the faculty member's 63rd birthday. Faculty members who decide to participate must provide written notice to the University of such decision prior to the expiration of their eligibility, or thereafter forfeit such eligibility. Faculty members who choose to participate must retire with an effective date not later than 180 days, nor less than ninety (90) days, after they submit such written notice, except that when the end of this 180 day period falls within a semester, the period may be extended to no later than the beginning of the subsequent term (semester or summer, as appropriate).
 - (2) Faculty members not eligible to participate in the Phased Retirement Program include those who have received notice of non-reappointment, layoff, or termination, and those who participate in the State's Deferred Retirement Option Program (DROP).
- (b) Program Provisions.
 - (1) All participants must retire and thereby relinquish all rights to tenure as described in the Tenure Article, except as stated otherwise in this Article.

UNF – UFF Collective Bargaining Agreement 2014-2017

Participants' retirement benefits shall be determined as provided under Florida Statutes and the rules of the Division of Retirement.

- (2) Payment for Unused Leave. Participants shall, upon retirement, receive payment for any unused annual leave and sick leave to which they are entitled.
- (3) Re-employment.
 - a. Prior to re-employment, participants in the Phased Retirement Program must remain off the University payroll for six months following the effective date of retirement in order to validate their retirement, as required by the Florida Division of Retirement. Participants must comply with the re-employment limitations that apply to the seventh through twelfth month of retirement, pursuant to the provisions of either the Florida Retirement System (which includes ORP) or the Teachers Retirement System, as appropriate.
 - b. Participants shall be offered re-employment, in writing, by the University under an Other Personal Services (OPS) contract (NOTE: exceptions to this provision are described in Section 29.6(b)(13) for one-half of the academic year, however, the University and faculty member may agree to less than one-half of the academic year. The written re-employment offer shall contain the text of Section 29.6(b)(3)d. below.
 - c. Compensation during the period of re-employment shall be at a salary proportional to the participant's salary prior to retirement, including an amount comparable to the pre-retirement employer contribution for health and life insurance and an allowance for any taxes associated with this amount. The assignment shall be scheduled within one (1) semester unless the participant and the University agree otherwise, beginning with the academic year next following the date of retirement and subject to the condition outlined in (3)a.
 - d. Participants shall notify the University in writing regarding acceptance or rejection of an offer of re-employment not later than thirty (30) days after the faculty member's receipt of the written re-employment offer. Failure to notify the University regarding re-employment may result in the faculty member's forfeiting re-employment for that academic year.
- (4) Leave for Illness/Injury.
 - a. Each participant shall be credited with five (5) days of leave with

UNF – UFF Collective Bargaining Agreement 2014-2017

pay at the beginning of each full-time semester appointment. For less than full-time appointments, the leave shall be credited on a pro-rata basis with the assigned FTE. This leave is to be used in increments of not less than four (4) hours (1/2 day) when the participant is unable to perform assigned duties as a result of illness or injury of the participant or a member of the participant's immediate family. For the purposes of this Section, immediate family shall include the participant's spouse, mother, father, brother, sister, natural, adopted, or step-child, or other relative living in the participant's household.

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

(5) Personal Non-Medical Leave.

- a. Each participant who was on a twelve (12) month appointment upon entering the Phased Retirement Program and whose assignment during the period of re-employment is the same as that during the twelve (12) month appointment shall be credited with five (5) days of leave with pay at the beginning of each full-time semester appointment. This leave is to be used in increments of not less than four (4) hours (1/2 day) for personal reasons unrelated to illness or injury. Except in the case of emergency, the faculty member shall provide at least two (2) days notice of the intended leave. Approval of the dates on which the faculty member wishes to take such leave shall be at the discretion of the supervisor and shall be subject to the consideration of departmental and organizational scheduling.
- b. Such leave shall not be accumulated, nor shall the participant be reimbursed for unused leave upon termination of the post-retirement period.

(6) Re-employment Period.

- a. The period of re-employment obligation shall extend over five (5) consecutive academic years, beginning with the academic year next following the date of retirement. No further notice of cessation of employment is required.
- b. The period of re-employment obligation shall not be shortened by the University, except under the provisions of Section 29.6(b)(7)b. of this article, and the provisions of the Disciplinary Action and Job Abandonment Article of the Agreement. During the period of re-employment, participants are to be treated, based on status at point

UNF – UFF Collective Bargaining Agreement 2014-2017

of retirement, as tenured faculty members or non-tenure-earning faculty members with five (5) or more years of continuous service, as appropriate, for purposes of Sections 33.2(a) and (b) of the Agreement.

- (7) Declining Re-employment.
 - a. A participant may decline an offer of re-employment during any academic year. Such a decision shall not extend the period of re-employment beyond the period described in Section 29.6(6)a. At the conclusion of the re-employment period, the University may, at its option, continue to re-employ participants in this program on a year-to-year basis.
 - b. The University relies upon the acceptance of offers of re-employment to plan staffing levels. In the event that a participant either fails to complete an assignment he or she has accepted (except for extenuating circumstances beyond the faculty member's control), or does not accept an assignment for two (2) consecutive academic years, the participant's period of re-employment shall cease unless the University, in its sole discretion, determines that the continuation of the period of re-employment is in the best interests of the University.
- (8) Salary Increases. Participants shall receive all increases guaranteed to faculty members in established positions, in an amount proportional to their part-time appointment, and shall be eligible for non-guaranteed salary increases on the same basis as other faculty members.
- (9) Preservation of Rights. Participants shall retain all rights, privileges, and benefits of employment, as provided in laws, rules, the Board of Trustees-UFF Agreement, and University policies, subject to the conditions contained in this Article.
- (10) Payroll Deductions. The UFF payroll deductions, as specified in Article 5, if applicable, shall be continued for a program participant during each re-employment period.
- (11) Contracts and Grants. Nothing shall prevent the University Administration or the participant, consistent with law and rule, from supplementing the participant's employment with contracts or grants.
- (12) The decision to participate in the Phased Retirement Program is irrevocable after the required approval document has been executed by all parties.
- (13) OPS Exception. The provisions for re-employment on an OPS contract are

UNF – UFF Collective Bargaining Agreement 2014-2017

in effect only for new PRP participants whose initial re-employment occurs during the 1992-93 academic year or thereafter.

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

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

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

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

29.10 Parking. Each faculty member hired on or before the beginning of the 2014 fall term, who remains employed by the University as of September 5, 2014, shall be provided a \$95 transportation stipend to be paid in the September 5, 2014 paycheck.

ARTICLE 30
DISCIPLINARY ACTION AND JOB ABANDONMENT

30.1 Just Cause.

- (a) The purpose of this article is to provide a prompt and equitable procedure for disciplinary action taken with just cause. Just cause shall be defined as:
 - (1) incompetence, or
 - (2) misconduct.
- (b) A faculty member's activities which fall outside the scope of employment shall constitute misconduct only if such activities adversely affect the legitimate interests of the University or Board.

30.2 Progressive Discipline. Both parties endorse the principle of progressive discipline as applied to professionals.

30.3 Notice of Intent. When the President or representative intends to impose a suspension or termination, the President or representative shall provide the faculty member with a written notice of the proposed action and the reasons therefor. Such notice shall be sent certified mail, return receipt requested, or delivered in person with written documentation of receipt obtained. The faculty member shall be given ten (10) days in which to respond in writing to the President or representative before the proposed action is taken. The President or representative then may issue a notice of disciplinary action under Section 30.4. The faculty member has a right to UFF representation during investigatory questioning that may reasonably be expected to result in disciplinary action. If the President or representative does not issue a notice of disciplinary action, the notice of proposed disciplinary action shall not be retained in the faculty member's evaluation file.

30.4 Notice of Discipline. All notices of disciplinary action shall include a statement of the reasons therefore and a statement advising the faculty member that the action is subject to Article 31, Grievance Procedure. All such notices shall be sent certified mail, return receipt requested, or delivered in person to the faculty member with written documentation of receipt obtained.

30.5 Termination. A tenured appointment or any appointment of definite duration may be terminated during its term for just cause. A faculty member shall be given written notice of termination at least six (6) months in advance of the effective date of such termination, except that in cases where the President or representative determines that a faculty member's actions adversely affect the functioning of the University or jeopardize the safety or welfare of the faculty member, colleagues, or students, the President or representative may give less than six (6) months notice.

30.6 Disciplinary Action Other than Termination. The Board of Trustees, acting through the

UNF – UFF Collective Bargaining Agreement 2014-2017

University Administration, retains its right to impose disciplinary action other than termination for just cause including, but not limited to, suspension with or without pay. Counseling, including recommendations for participation in an Employee Assistance Program, shall not be considered disciplinary action.

30.7 Job Abandonment

- (a) If a faculty member is absent without authorization or authorized leave for seven (7) or more consecutive days, the faculty member shall be considered to have abandoned the position and voluntarily resigned from the University. Authorization shall not be unreasonably withheld.
- (b) Notwithstanding paragraph (a), above, if the faculty member's absence is for reasons beyond the control of the faculty member and the faculty member notifies the University as soon as practicable, the faculty member shall not be considered to have abandoned the position.

30.8 Employee Assistance Program. Neither the fact of a faculty member's participation in an employee assistance program, nor information generated by participation in the program, shall be used as a reason for discipline under this Article, except for information relating to a faculty member's failure to participate in an employee assistance program consistent with the terms to which the faculty member and the University Administration have agreed to.

**ARTICLE 31
GRIEVANCE PROCEDURE AND ARBITRATION**

31.1 Policy.

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

31.2 Definitions and Forms.

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

UNF – UFF Collective Bargaining Agreement 2014-2017

- a. a faculty member or group of faculty members who has/have filed a grievance.
 - b. the UFF where it is entitled by law to file a grievance and has filed a grievance in a dispute over a provision of this Agreement.
 - c. the UFF where it has filed a grievance in a dispute over a provision of this Agreement based upon policy decisions by the University Administration which have general applicability to bargaining unit members, where such policy decisions give rise to disputes about the interpretation or application of the specific terms of this Agreement.
- (3) The parties may agree to consolidate grievances of a similar nature to expedite the review process.

(b) Forms.

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

UNF – UFF Collective Bargaining Agreement 2014-2017

31.3 Burden of Proof.

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

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

- (a) UFF Grievance Representatives. At the beginning of each academic year, the UFF shall furnish to the University Administration a list of all faculty members authorized to act as grievance representatives, including the faculty member(s) designated as the UFF Grievance Officer(s). The UFF shall promptly notify the University Administration of additions or deletions to this list during the academic year. Such representatives shall have the right during times outside of their scheduled activities to investigate, consult, prepare grievance presentations, and attend grievance and arbitration hearings.
- (b) If a faculty member elects not to be represented by the UFF, the University Administration shall promptly notify the UFF in writing or through email that the grievance has been filed and shall advise UFF that a copy of the Appendix "C" Grievance Form and any accompanying materials are available at the Office of Employee and Labor Relations. The UFF shall also be notified in writing of the date, time, and place of any meeting or hearing called for the purpose of discussing the grievance, shall have the right to have an observer present at all meetings and/or hearings 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.

31.5 Appearances.

UNF – UFF Collective Bargaining Agreement 2014-2017

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

31.6 Informal Resolution. The University Administration and the UFF agree that problems shall be resolved, whenever possible, before the filing of a grievance. Therefore, no grievance shall be filed until the UFF or grievant has timely requested (within 30 days of the date the UFF or grievant knew or reasonably should have known of the alleged violation) an informal resolution process with the University Administration in an effort to resolve the conflict before the filing of a grievance. If the informal resolution process has been timely requested, as provided below, the later filed grievance shall be considered to be timely filed, as long as the other deadlines specified in Article 31.7 are observed. However, if the informal resolution process has not been timely requested, as provided below, the grievance shall be considered time-barred.

- (a) All requests for informal resolution shall be in writing or by e-mail and submitted to the Office of Employee and Labor Relations within thirty (30) days of the act or omission giving rise to the dispute, or the date on which the faculty member knew or reasonably should have known of such act or omission if that date is later. The request shall contain a brief, general description of the dispute, identify the relevant provisions of this Agreement which are at issue, and include dates, times, and locations of the action(s) giving rise to the dispute.
- (b) Upon receipt of a timely filed request for informal resolution, the parties shall have thirty (30) days to attempt to informally resolve the dispute.
 - (1) The faculty member may terminate the period for informal resolution at any time by filing a grievance.
 - (2) If the parties are unable to reach informal resolution of the grievance within the time provided, or if the grievant has filed a formal grievance, the Office of Employee and Labor Relations shall notify the UFF that informal resolution of the dispute is not possible.
- (c) Any resolution of the dispute shall be reduced to writing by the University Administration, with copies provided to the grievant, the UFF, and the Office of Employee and Labor Relations.

31.7 Filing of a Grievance.

UNF – UFF Collective Bargaining Agreement 2014-2017

- (a) A grievance must be filed with the Office of Employee and Labor Relations on the form shown in Appendix C “Grievance Form” no later than fifteen (15) days following the date of the Office of Employee and Labor Relations or UFF/grievant notifies the other party that informal resolution is not possible. Compliance with the fifteen (15) day period shall be evidenced by the recorded date on which the grievance was received by the Office of Employee and Labor Relations.
- (b) The grievant may amend the Appendix C “Grievance Form” form one time up to and including the Grievance Hearing so long as the factual basis of the complaint is not materially altered. However, only the alleged violation(s) identified in the initial or amended Appendix C “Grievance Form” may be considered at arbitration.
- (c) The filing of a grievance constitutes a waiver of any rights to judicial review of agency action pursuant to Chapter 120, Florida Statutes (i.e., one must choose between the collective bargaining grievance process or a hearing before the Division of Administrative Hearings), and to the review of such actions under other University procedures that may otherwise be available to address such matters.
- (d) Time Limits.
 - (1) Time is of the essence under this Article and the time limits contained in this Article may be waived or extended only by mutual agreement of the parties. However, any party may request a postponement of fifteen (15) days of any time limit. The first such request shall be granted. Any further requests will require mutual agreement of the parties, and shall be granted for good cause shown. All requests and agreements for extension shall be documented in writing.
 - (2) Upon failure of the University Administration to provide a decision within the time limits provided in this Article, the grievant/UFF may advance the grievance to the next step. Upon the failure of the grievant/UFF to advance a grievance within the time limits provided in this Article, the grievance shall be deemed to have been withdrawn by the grievant/UFF with prejudice.
 - (3) In the event that any action falls due on a Saturday, Sunday, or holiday, the action shall be considered timely if it is accomplished by 5:00 p.m. on the following business day.
 - (4) If the required action on any grievance falls during a time when classes are not in session, or when the faculty member is not on active employment (such as during a summer term, sabbatical, professional

UNF – UFF Collective Bargaining Agreement 2014-2017

development, or any other approved leave), the deadline for such action shall be extended until fifteen (15) days after the faculty member returns to active employment. The Office of Employee and Labor Relations shall notify the parties when the fifteen (15) day period begins.

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

31.8 Grievance Hearing and University Administration's Decision.

(a) The Grievance Hearing.

- (1) Selection of UNF-BOT Hearing Officer for the Grievance Hearing. Following the ratification of this Agreement, the President of UNF shall select a pool of three (3) hearing officers. The Hearing Officer chosen to conduct the formal grievance hearing shall thereafter be selected at random by the Office of Employee and Labor Relations in the presence of the grievant's representative by drawing the name of a Hearing Officer from an opaque container, provided that the Hearing Officer is not a person who has been involved in the attempt at informal resolution. The parties may mutually select an individual who is not a member of the pool of Hearing Officers.
- (2) The grievance hearing shall be held not later than fifteen (15) days following the selection of the Hearing Officer. At the hearing, the grievant (and the grievant's representative) and the University Administration shall have the right to present any evidence, including documents, that are relevant to the grievance. Upon request, the grievant and the grievant's representative shall be provided access to all relevant documents. These documents shall be provided not later than three (3) days prior to the hearing.

(b) The Decision.

- (1) The Hearing Officer shall issue a written decision, with rationale, to the grievant, the UFF, and the University Administration within thirty (30) days of the hearing. The Hearing Officer shall also prepare a list of all documents referred to in the decision and presented by either party, and attach the list to the written decision.
- (2) If the University Administration references evidence in the written decision that was not introduced at the hearing, the hearing shall be reconvened in order to give the grievant an opportunity to discuss the evidence. The evidence shall be provided to the grievant and the grievant's representative

UNF – UFF Collective Bargaining Agreement 2014-2017

not later than three (3) days prior to the reconvening of the hearing.

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

31.9 Arbitration.

- (a) **Filing.** If the grievance has not been satisfactorily resolved after the grievance hearing or through the written decision, UFF may proceed to arbitration by filing a written notice of the intent to do so on the form shown in Appendix “D” (Notice of Arbitration). The notice of intent to proceed to arbitration must be filed with the Office of Employee and Labor Relations, with a copy to the President, within thirty (30) days after receipt of the grievance decision. The grievance may be withdrawn at any time by the grievant or by the UFF President or designee or the UFF arbitration representative.
- (b) **Stipulation to Issues and Arbitrability**
 - (1) Prior to the arbitration, the University Administration and the UFF shall stipulate to the issue(s) to be arbitrated. In the event a stipulation is not reached, the arbitrator shall identify the issue(s) based upon the evidence presented.
 - (2) **Arbitrability.** Issues of arbitrability shall be bifurcated from the substantive issue(s) and, whenever possible, determined by means of a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the issue is judged to be arbitrable, another arbitrator shall then be selected to hear the substantive issue(s).
- (c) **Selection of an Arbitrator.**
 - (1) Within ten (10) days after receipt of the notice of intent to arbitrate, designees of the University Administration and the UFF shall jointly request a list of seven (7) qualified neutrals from the Federal Mediation and Conciliation Service (FMCS). The joint request to FMCS shall specify that the list of seven (7) qualified neutrals to be provided to the parties must be limited to arbitrators residing in the State of Florida with professional experience in higher education. Within seven (7) days after receipt of the list from FMCS, the parties shall meet and alternately strike names on the list. The party requesting arbitration shall strike the first name. After each party has struck three (3) names, the last remaining name shall be the arbitrator. Failure of the parties to select an arbitrator within twenty (20) days of receipt of the list from FMCS will be

UNF – UFF Collective Bargaining Agreement 2014-2017

considered a withdrawal of the grievance with prejudice.

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

(d) Authority of the Arbitrator.

- (1) The arbitrator shall neither add to, subtract from, modify, nor alter the terms or provisions of this Agreement. Arbitration shall be confined solely to the precise issue(s) submitted for arbitration. The arbitrator shall refrain from issuing any statements of opinion or conclusion not essential to the determination of the issues submitted.
- (2) Where an administrator has made a judgment involving the exercise of discretion, such as decisions regarding evaluation, tenure, or promotion, the arbitrator shall not substitute the arbitrator's judgment for that of the administrator. Nor shall the arbitrator review such decision except for the purpose of determining whether the decision has violated the Agreement. If the arbitrator determines that the Agreement has been violated, the arbitrator shall direct the University Administration to take appropriate remedial action, consistent with this Agreement, which the arbitrator may specify.
 - a. An arbitrator may award back salary when the arbitrator determines that the faculty member is not receiving the appropriate salary from the University Administration. In addition to an award of back salary, the arbitrator may also require the University Administration to make retroactive payment of lost contractual economic benefits that are proven to be directly affected by the award of back salary. However, the arbitrator may not award any other monetary damages or penalties.
 - b. If the arbitrator finds that "notice that no further employment will be offered" was not given consistent with the notice provisions of the Nonreappointment Article, and that the notice was given so late that (a) the faculty member was deprived of reasonable opportunity to seek other employment, or (b) the faculty member actually rejected a written offer of comparable employment which the faculty member otherwise would have accepted had notice been timely given, and the arbitrator finds that no other remedy is adequate, the arbitrator may in that instance direct the University Administration to renew the appointment for an additional year.

UNF – UFF Collective Bargaining Agreement 2014-2017

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

- (e) Hearing and Decision.
 - (1) The hearing shall commence within thirty (30) days of the arbitrator's acceptance of selection, or as soon thereafter as is practicable.
 - (2) Except as modified by the provisions of this Agreement, the arbitration proceeding shall be conducted in accordance with the rules and procedures of the American Arbitration Association.
 - (3) The arbitrator shall issue the decision within thirty (30) days of the close of the hearing or the submission of briefs, whichever is later, unless additional time is agreed to by the University Administration and the UFF or grievant (if the grievant is representing himself or herself). The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted.

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

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

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

UNF – UFF Collective Bargaining Agreement 2014-2017

31.10 Precedent. No complaint informally resolved, or grievance resolved, shall constitute a precedent for any purpose unless agreed to in writing by the President or designee and the UFF acting through its President or designee.

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

31.12 Expedited Grievance Procedure for Conflict of Interest.

- (a) A grievance alleging a violation of the conflict of interest provisions of this Agreement shall be filed with the President or designee who shall meet with the grievant and his/her representative no later than seven (7) days after the grievance has been filed, if practicable, to review the grievance. The President or designee shall issue a decision no later than seven (7) days following the grievance hearing.
- (b) The UFF, if it chooses to proceed to arbitration, shall file a request for arbitration within fifteen (15) days after receipt of the President or designee's written decision, using Appendix "D" (Notice of Arbitration).
- (c) An arbitrator shall be selected by the parties not later than fifteen (15) days following receipt of the Appendix "D" (Notice of Arbitration) form.
- (d) The arbitrator shall issue a memorandum of decision within seven (7) days following the conclusion of the arbitration, to be followed by a written opinion and award in accordance with Articles 31.9(d) and (e).
- (e) All other provisions of this article shall apply to a grievance filed under this subsection, except as noted above.

UNF – UFF Collective Bargaining Agreement 2014-2017

ARTICLE 32 ACCESS TO DOCUMENTS

32.1 Board and University Documents.

- (a) Upon request, the University Administration shall provide the UFF with an electronic or print copy of documents necessary to administer grievances and other provisions of this Agreement or otherwise carry out UFF's obligations as the certified bargaining agent for the faculty.
- (b) No later than when they are made available to the participants, the University Administration shall provide the UFF with an electronic copy of the agenda and minutes of those policy meetings that may bear materially on the terms and conditions of employment of faculty members, including meetings (and subcommittee meetings) of the Board of Trustees.
- (c) The University Administration shall ensure that a copy of the following documents is made available by links on the University web site, or in an easily accessible location in its main library if the material cannot easily be made available on the website:
 - (1) the minutes of the meetings of the Board and its committees;
 - (2) Board rules published under the Administrative Procedure Act (The University Administration shall advise UFF when new rules are posted to the website. In the event any new rule or policy is made available at another location, the University Administration shall advise UFF of the place/website where it is available.);
 - (3) the University's operating budget and the previous year's Expenditure Analysis;
 - (4) this collective bargaining agreement and all supplements to the Agreement; and
 - (5) a copy of any other University policies and procedures affecting faculty terms or conditions of employment.

32.2 Faculty List. Promptly at the beginning of each semester, the University Administration shall provide the UFF with an electronic spread sheet list including name, department/unit, position code, title/rank, appointment status, office location (building name/number and office number), e-mail address, date of hiring, percentage FTE appointment, current year salary rate, in-bargaining-unit code, administrative code, and contact telephone number for each faculty member.

32.3 The University Administration shall promptly notify UFF of any bonus or increase to the base salary of any in-unit faculty member.

UNF – UFF Collective Bargaining Agreement 2014-2017

32.4 The UFF shall not less than annually provide the President's representative for contract administration with the name and e-mail address of the union officers and the union's representative who is designated to receive documents referred to in this article. The UFF shall also promptly notify the President's representative for contract administration of any changes to the list of union officers or designated representative to receive documents.

**ARTICLE 33
LAYOFF AND RECALL**

33.1

- (a) Layoff. When a layoff is to occur as a result of adverse financial circumstances; reallocation of resources; reorganization of degree or curriculum offerings or requirements; reorganization of academic or administrative structures, programs, or functions; or curtailment or abolition of one or more programs or functions; the Board of Trustees or the University Administration shall notify the local UFF Chapter and the UFF State Office no less than thirty (30) days prior to taking such action. UFF may request a consultation with the Chair of the Board or the President or their representatives pursuant to the Consultation Article, Sections 6.1 or 6.2 during this period to discuss the layoff.
- (b) Layoff Unit. The layoff unit may be at an organizational level of the university, such as a campus, division, college/unit, school, department/unit, area, program, or other level of organization as the Trustees or the University Administration deems appropriate.

33.2 Layoff Considerations. The selection of faculty members in the layoff unit to be laid off shall be determined as follows:

- (a) No tenured/continuing multi-year faculty member shall be laid off if there are non-tenured faculty members in the layoff unit.
- (b) No faculty member in a non-tenured position in the layoff unit with more than five (5) years of continuous university service shall be laid off if there are any such faculty members with five (5) years or less service.
- (c) The sole instance in which only one (1) faculty member shall constitute a layoff unit is when the functions that faculty member performs constitutes an area, program, or other level of organization at the University.
- (d) The provisions of 33.2(a) and (b) shall apply unless the Trustees or University Administration determines that an Affirmative Action employment program will be adversely affected. When an Affirmative Action Program has been so affected, the Trustees or University Administration shall notify UFF in writing.
- (e) Where faculty members are equally qualified under (a) or (b) above, those faculty members will be retained who, in the judgment of the Board of Trustees or the University Administration, will best contribute to the mission and purpose of the University. In making such judgment, the Board of Trustees or the University Administration shall carefully consider faculty members' length of continuous university service, and shall take into account other appropriate factors, including but not limited to performance evaluation by students, peers, and supervisors, and

UNF – UFF Collective Bargaining Agreement 2014-2017

the faculty member's academic training, professional reputation, teaching effectiveness, research record or quality of the creative activity in which the faculty member may be engaged, and service to the profession, community, and public.

- (f) No tenured/continuing multi-year faculty member shall be laid off solely for the purpose of creating a vacancy to be filled by an administrator entering the bargaining unit.
- (g) The University Administration shall notify the local UFF Chapter in writing regarding the use of adjunct and other non-unit faculty in those departments/units where faculty members have been laid off. The use of adjunct and other non-unit faculty in departments/units where faculty members have been laid off may be the subject of consultation meetings pursuant to the Consultation Article, Section 6.1 and 6.2.

33.3 Alternative/Equivalent Employment. The University Administration and Board of Trustees shall make a reasonable effort to locate appropriate alternative or equivalent employment for laid-off faculty members within the University and to make known the results of the effort to the person affected.

33.4 Notice. Faculty members should be informed of layoff as soon as practicable and, where circumstances permit, faculty members with three or more years of continuous university service should be provided at least one (1) year's notice; those with less service with at least six (6) month's notice. Faculty members who have received notice of layoff shall be afforded the alternative/equivalent employment rights granted under Section 33.3 and the re-employment recall rights granted under Section 33.5. Formal written notice of layoff is to be sent by certified mail, return receipt requested, or delivered in person to the faculty member with written documentation of receipt obtained. The notice shall include the effective date of layoff; reason for layoff; reason for shortened period of notification, if applicable; a statement of recall rights; a statement of appeal/grievance rights and applicable deadlines for filing; a statement that the faculty member will receive the UNF Vacancy Listings until the recall period ends or re-employment offer is refused; and a statement that the faculty member is eligible for consideration for retraining under the provision of the Professional Development Leaves and Sabbaticals Article, Section 24.4 for a period of two years following layoff.

33.5 Re-employment/Recall.

- (a) For a period of two years following layoff or for faculty members appointed to a fixed multi-year appointment, not to exceed the length of their last employment contract, not to exceed two (2) years, a faculty member who has been laid off and who is not otherwise employed in an equivalent full-time position shall be offered re-employment in the same or similar position at the University should an opportunity for such re-employment arise. All persons on the recall list shall regularly be sent the University's position vacancy announcements. For this purpose, it shall be the faculty member's responsibility to keep the University advised of the faculty member's current address. Any offer of re-employment

UNF – UFF Collective Bargaining Agreement 2014-2017

pursuant to this section must be accepted within fifteen (15) days after the date of the offer, such acceptance to take effect not later than the beginning of the semester immediately following the date the offer was made. In the event such offer of re-employment is not accepted, the faculty member shall receive no further consideration pursuant to this Article. Faculty members appointed to a fixed multi-year appointment who are recalled shall be offered re-employment not to exceed the length of their last employment contract. The University Administration shall notify the local UFF Chapter when an offer of re-employment is issued.

- (b) A faculty member who held a tenured/continuing multi-year appointment on the date of termination by reason of layoff shall resume the tenured/ continuing multi-year appointment upon recall.
- (c) The faculty member shall receive the same credit for years of service for purposes of layoff as held on the date of layoff.
- (d) Employee Assistance Programs. Consistent with the University's Employee Assistance Program, faculty members participating in an employee assistance program who receive a notice of layoff may continue to participate in that program for a period of ninety (90) days following the layoff.

33.6 Limitations. The provisions of Sections 33.2 through 33.5 of the Layoff and Recall Article of this Agreement shall not apply to those faculty members described in the Non-Reappointment and Resignations Article, Sections 13.2(a)(3), (b), and (c), and in the Appointment Article, Section 12.7.

UNF – UFF Collective Bargaining Agreement 2014-2017

**ARTICLE 34
TOTALITY OF AGREEMENT**

The University Administration and the UFF acknowledge that during the negotiations which resulted in this Agreement, the University Administration and the UFF had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining.

UNF – UFF Collective Bargaining Agreement 2014-2017

**ARTICLE 35
SEVERABILITY AND LEGISLATIVE ACTION**

Invalidation of a Provision of the Agreement. If any provision of this Agreement is found to be invalid by any court of competent jurisdiction or is expressly rendered invalid by reason of subsequently enacted legislation, such action shall not affect the remainder of the Agreement, and all other terms and provisions shall continue in full force and effect.

UNF – UFF Collective Bargaining Agreement 2014-2017

ARTICLE 36 DEFINITIONS

As used in this Agreement, the term:

- **“Academic year”** means a period consisting of a fall and spring semester of approximately 39 contiguous weeks.
- **“Administration”** or **“University Administration”** means administrative staff acting on behalf of the President and/or Board of Trustees.
- **“Bargaining unit”** means those employees, collectively, represented for collective bargaining purposes by the UFF pursuant to the certification in Commission Order No. 03E-103, Certification No. 1392, issued by the Florida Public Employees Relations Commission on May 2, 2003, wherein the Commission adopted the bargaining unit description agreed to by the University of North Florida Board of Trustees and the United Faculty of Florida.
- **“Board of Trustees”** or **“Trustees”** means the legally responsible governing body of the University of North Florida, established by Florida Statutes, Chapter 1001.
- **“Chair”** means a department chair. Unless the context indicates otherwise, whenever **“chair”** is used in this Agreement it shall also be understood to refer to school directors.
- **“Continuous Service”** means employment uninterrupted by a break in service (a break in service is an absence following which the faculty member is treated as a new faculty member for purposes of computing seniority and years of service). For academic year faculty members (9 month faculty members), one year of continuous service is equivalent to the nine (9) month employment period.
- **“Days”** means calendar days, except as otherwise expressly noted in the agreement.
- **“Dean”** means the principal administrator of a college.
- **“Department”** means an academic department. Unless the context indicates otherwise, whenever **“department”** is used in this Agreement it shall also be understood to refer to academic schools.
- **“Faculty Member”** means an employee of the University who is included in the UFF bargaining unit as defined by the Florida Public Employees Relations Commission, except in those cases where that definition is not appropriate to the context, such as cases where the term is intended to refer to "faculty" in its broader meaning, including deans and Department chairs.
- **“Months”** means calendar months, except as otherwise expressly noted in the agreement.

UNF – UFF Collective Bargaining Agreement 2014-2017

- “**Semester**” means one of the two approximately 19.5 week periods which together constitute the academic year.
- “**Supervisor**” means an individual identified by the President or designee as having immediate administrative authority over faculty members.
- “**SUS**” or “**State University System**” means the system of institutions of higher education within the jurisdiction of the Board of Governors.
- “**UFF**” means the United Faculty of Florida.
- “**UFF-UNF**” or “**UFF Chapter**” means the University of North Florida chapter of the UFF. Notifying the UFF, unless otherwise indicated, means notifying the President of the Chapter.

UNF – UFF Collective Bargaining Agreement 2014-2017

ARTICLE 37 DURATION

37.1 Effective Date. The Agreement shall become effective on the date it is ratified by both the Board and the UFF and shall remain in effect through June 30, 2017. Unless otherwise expressly provided, any provision of this Agreement which represents a change, in form or substance, from the provisions of the predecessor agreement shall not be applied retroactively but shall take effect upon ratification of this Agreement.

37.2 Reopener. There shall be a reopener on Article 28 and a reopener on up to three (3) additional articles chosen by each party in each of the next two (2) years following the effective date of this Agreement. Provided, however, for purposes of a reopener, Article 25 and the provisions of Article 14.14 on intellectual property will be treated as one article, and the librarian evaluation issues in Articles 9, 18, 21, and Appendix H, will be treated as one article.

37.3 Copies of the Agreement.

- (a) Within two months of ratification, the University shall deliver a hard copy of the contract to each administrative supervisor, and four (4) copies to be placed in the University library. The University will make an electronic copy of the Agreement available to all faculty members. The University will also provide a hard copy of the contract to any faculty member who requests it.
- (b) In addition, the University Administration shall provide an electronic copy of the ratified Agreement, plus twenty (20) hard copies, to the UFF.
- (c) The cost for printing additional copies of these documents beyond those detailed in paragraph 37.2 (a) and (b) shall be borne equally by the University Administration and the UFF.

UNF – UFF Collective Bargaining Agreement 2014-2017

SIGNATURE PAGE

In witness whereof, we the negotiating teams for the parties have set our hands this _____ day of _____, 2015.

**FOR THE
UNIVERSITY OF NORTH FLORIDA**

**FOR THE
UNITED FACULTY OF FLORIDA**

Leonard A. Carson
Chief Negotiator

Candi Churchill
Chief Negotiator
Service Unit Director
United Faculty of Florida

John Kantner, Ph.D.
Associate Vice President for Research
Dean of the Graduate School

Mark Ari, M.F.A.
Senior Lecturer, College of Arts & Sciences
Senator and Bargaining Team Member
United Faculty of Florida

Pamela S. Chally, Ph.D., R.N.
Dean, Brooks College of Health

John Hatle, Ph.D.
Professor, College of Arts & Sciences
Secretary and Bargaining Team Member
United Faculty of Florida

David Jaeger, J.D. M.S.T., M.B.A.
Chair/Associate Professor
Accounting & Finance
Coggin College of Business

Susan M. Perez, Ph.D.
Associate Professor, College of Arts & Sciences
Vice President and Bargaining Team Member
United Faculty of Florida

Marcus L. Snow, Jr.
Senior Associate General Counsel

Zornitza Prodanoff, Ph.D.
Associate Professor, College of Computing,
Engineering and Construction
Bargaining Team Member
United Faculty of Florida

UNF – UFF Collective Bargaining Agreement 2014-2017

Greg Catron
Associate Director
Employee and Labor Relations

Janice Swenson, Ph.D.
Senior Instructor, College of Arts & Sciences
Bargaining Team Member
United Faculty of Florida

Marianne Jaffe e
Executive Assistant Director

John W. White, Ph.D.
Associate Professor, College of Education and
Human Services
President, United Faculty of Florida

Approved this _____ day of _____, 2015.

John A. Delaney
President

UNF – UFF Collective Bargaining Agreement 2014-2017

APPENDIX A POSITION CLASSIFICATIONS IN THE BARGAINING UNIT

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

- 9001 – Professor
- 9002 – Associate Professor
- 9003 – Assistant Professor
- 9004 - Instructor
- 9004a – Senior Instructor
- 9005 - Lecturer
- 9005a – Senior Lecturer
- 9006 – Graduate Research Professor
- 9007 – Distinguished Service Professor
- 9009 – Eminent Scholar
- 9053 – University Librarian
- 9054 – Associate University Librarian
- 9055 – Assistant University Librarian
- 9056 – Instructor Librarian
- 9115 – Coordinator
- 9116 – Clinical Professor
- 9126 – Program Director
- 9140 – Associate Instructor
- 9141 – Associate Lecturer
- 9142 – University Instructor
- 9143 – University Lecturer
- 9144 – Clinical Instructor
- 9145 – Clinical Assistant Professor
- 9146 – Clinical Associate Professor
- 9150 – Curator
- 9166 – Research Associate
- 9173 – Counselor/Advisor

and employees in the above classifications with the following administrative titles: Coordinator (N1), Program Director (G1), Associate Program Director (G2), Assistant Program Director (G3), Department Head (H1), and Counselor/Advisor (B1).

All other employees of the University of North Florida Board of Trustees are excluded from this bargaining unit: President, Vice-President, Provost, the UNF Faculty Trustee, Deans, Chairpersons, and all other employees on administrative contracts, and all other employees of the University of North Florida.

UNF – UFF Collective Bargaining Agreement 2014-2017

**APPENDIX B
UFF DUES CHECK-OFF AUTHORIZATION FORM**

Membership Form
United Faculty of Florida-University of North Florida
Please Print Complete Information

_____	_____
UNF – Number	Last Name -First Name- MI
_____	_____
Home Street Address	City, State Zip Code
_____	_____
Campus Building, Room, Department/Unit	Office Phone Home Phone
_____	_____
E-mail address – Personal/Home	Last 4 digits of Social Security #

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

- I hereby authorize my employer to begin bi-weekly payroll deduction for the United Faculty of Florida dues in such amount established from time to time in accordance with the constitution and bylaws of the UFF and certified in writing to the University Administration (1% of regular salary, not to include overload or summer pay). This deduction authorization shall continue until revoked by me at any time upon 30 days written notice to UNF's payroll office and to the United Faculty of Florida.

Signature (for payroll deduction authorization)	Today's Date
---	--------------

UNF – UFF Collective Bargaining Agreement 2014-2017

**APPENDIX C
GRIEVANCE FORM
UNIVERSITY OF NORTH FLORIDA
Board of Trustees – United Faculty of Florida**

I. Date the Office of Employee and Labor Relations or UFF/grievant notified the other party that the dispute cannot be informally resolved:

_____.

II. This grievance is being filed with the Office of Employee and Labor Relations on _____ (must be within 15 days from the date a party determined the alleged violation(s) could not be informally resolved) by:

Personal delivery _____

U. S. Mail _____

Personal fax _____

Date received by the Office of Employee and Labor Relations (as authenticated by receipt, postmark, or date recorded on fax, as applicable): _____

GRIEVANT

GRIEVANCE REPRESENTATIVE

NAME: _____
(print)

NAME: _____
(print)

CAMPUS MAILING ADDRESSES:

COLLEGE: _____

COLLEGE: _____

DEPT: _____

DEPT: _____

OFFICE PHONE: _____

OFFICE PHONE: _____

If grievant is represented by the UFF or legal counsel, all university communications should go to the grievant's representative. Other address to which university mailings pertaining to grievance shall be sent:

UNF – UFF Collective Bargaining Agreement 2014-2017

III. GRIEVANCE

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

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

Remedy Sought:

IV. AUTHORIZATION

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

_____ UFF _____

_____ Legal Counsel _____

_____ Myself _____

If the grievant elects self-representation or to be represented by legal counsel, the UFF/UNF shall also be notified in writing of the date, time, and place of any meeting or hearing called for the purpose of discussing the grievance, shall have the right to have an observer present at all meetings and/or hearings 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. No resolution of any individually processed grievance can be inconsistent with the terms of this Agreement.

UNF – UFF Collective Bargaining Agreement 2014-2017

I UNDERSTAND AND AGREE THAT BY FILING THIS GRIEVANCE, I WAIVE WHATEVER RIGHTS I MAY HAVE UNDER CHAPTER 120 OF THE FLORIDA STATUTES (i.e., one must choose between the collective bargaining grievance process or a hearing before the Division of Administrative Hearings) WITH REGARD TO THE MATTERS I HAVE RAISED HEREIN AND UNDER ALL OTHER UNIVERSITY PROCEDURES WHICH MAY BE AVAILABLE TO ADDRESS THESE MATTERS.

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

Date

The decision of the University Administration’s hearing officer shall be transmitted, by personal delivery with written documentation of receipt or by certified mail, return receipt requested, to the UFF/UNF Grievance Representative or the Grievant (if not represented by UFF). A copy of the decision shall also be transmitted by U.S. Mail, email, or personal fax to the UFF State Office and the UNF President’s Representative for Contract Administration (and the grievant’s attorney if the grievant elected to be represented by legal counsel).

UNIVERSITY OF NORTH FLORIDA
Board of Trustees-United Faculty of Florida

UNF – UFF Collective Bargaining Agreement 2014-2017

**APPENDIX D
NOTICE OF ARBITRATION
UNIVERSITY OF NORTH FLORIDA
Board of Trustees-United Faculty of Florida**

Date of receipt of Hearing Officer's Decision by the Grievance Representative or the Grievant (if not represented by UFF) _____.

This notice was filed with the Office of Academic Affairs, with a copy to the President on _____ by:

Personal delivery _____

U.S. Mail _____

Personal fax _____

Date of receipt by the Office of Academic Affairs (as authenticated by receipt, postmark, or date recorded on fax, as applicable): _____.

The United Faculty of Florida hereby gives notice of its intent to proceed to arbitration in connection with the Decision of the University Administrator's designated hearing officer dated _____ in this grievance of:

NAME:

FILE NO:

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

Signature of UFF President or Representative

Date

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

Signature of Grievant

Date

UNF – UFF Collective Bargaining Agreement 2014-2017

APPENDIX E PROTECTION FOR WHISTLEBLOWERS

Faculty are notified that Section 112.3187, Florida Statutes, provides protection to whistleblowers and delineates their rights and responsibilities. For informational purposes, the pertinent language from Section 112.3187(7), Florida Statutes, is as follows:

This Section protects employees and persons who disclose information on their own initiative in a written and signed complaint; who are requested to participate in an investigation, hearing, or other inquiry conducted by any agency or federal government entity; who refuse to participate in any adverse action prohibited by this section; or who initiate a complaint through the whistle blower's hotline; . . . or employees who file any written complaint to their supervisory officials or employees who submit a complaint to the Chief Inspector General in the Executive Office of the Governor, to the employee designated as agency inspector general under s. 112.3189(1), or to the Florida Commission on Human Relations. The provisions of this Section may not be used by a person while he or she is under the care, custody, or control of the state correctional system or, after release from the care, custody, or control of the state correctional system, with respect to circumstances that occurred during any period of incarceration. No remedy or other protection under ss. 112.3187–112.31895 applies to any person who has committed or intentionally participated in committing the violation or suspected violation for which protection under ss. 112.3187–112.31895 is being sought.

APPENDIX F
LIMITATION ON PERSONAL LIABILITY
Section 768.28(9), Fla. Stat.

Pursuant to Article 27.3(b), the text of Florida Statutes Section 768.28(9) is printed below, for information only:

- (9)
- (a) No officer, employee, or agent of the state or of any of its subdivisions shall be held personally liable in tort or named as a party defendant in any action for any injury or damage suffered as a result of any act, event, or omission of action in the scope of her or his employment or function, unless such officer, employee, or agent acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. However, such officer, employee, or agent shall be considered an adverse witness in a tort action for any injury or damage suffered as a result of any act, event, or omission of action in the scope of her or his employment or function. The exclusive remedy for injury or damage suffered as a result of an act, event, or omission of an officer, employee, or agent of the state or any of its subdivisions or constitutional officers shall be by action against the governmental entity, or the head of such entity in her or his official capacity, or the constitutional officer of which the officer, employee, or agent is an employee, unless such act or omission was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The state or its subdivisions shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of her or his employment or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.
- (b) As used in this subsection, the term:
1. "Employee" includes any volunteer firefighter.
 2. "Officer, employee, or agent" includes, but is not limited to, any health care provider when providing services pursuant to [s. 766.1115](#), any nonprofit independent college or university located and chartered in this state which owns or operates an accredited medical school, and its employees or agents, when providing patient services pursuant to paragraph (10)(f); and any public defender or her or his employee or agent, including, among others, an assistant public defender and an investigator.

UNF – UFF Collective Bargaining Agreement 2014-2017

- (c) For purposes of the waiver of sovereign immunity only, a member of the Florida National Guard is not acting within the scope of state employment when performing duty under the provisions of Title 10 or Title 32 of the United States Code or other applicable federal law; and neither the state nor any individual may be named in any action under this chapter arising from the performance of such federal duty.
- (d) The employing agency of a law enforcement officer as defined in s. 943.10 is not liable for injury, death, or property damage effected or caused by a person fleeing from a law enforcement officer in a motor vehicle if:
 - 1. The pursuit is conducted in a manner that does not involve conduct by the officer which is so reckless or wanting in care as to constitute disregard of human life, human rights, safety, or the property of another;
 - 2. At the time the law enforcement officer initiates the pursuit, the officer reasonably believes that the person fleeing has committed a forcible felony as defined in s. 776.08; and
 - 3. The pursuit is conducted by the officer pursuant to a written policy governing high-speed pursuit adopted by the employing agency. The policy must contain specific procedures concerning the proper method to initiate and terminate high-speed pursuit. The law enforcement officer must have received instructional training from the employing agency on the written policy governing high-speed pursuit.

UNF – UFF Collective Bargaining Agreement 2014-2017

**APPENDIX G
EXCLUSIVE DISPUTE RESOLUTION PROCEDURE FOR COURSE
ASSIGNMENT**

G.1 Policy.

- (a) The University of North Florida Board of Trustees and the UFF-UNF agree to the following procedure as the exclusive method of resolving disputes under the Assignment and Summer Appointments and Assignments articles that allege that a faculty member's course assignment is arbitrary or unreasonable.
- (b) A faculty member who alleges that his/her course assignment is arbitrary or unreasonable may file a grievance under the Grievance Article only to enforce the exclusive Assignment Dispute Resolution (ADR) procedure delineated below, not to seek a determination as to whether a course assignment is arbitrary or unreasonable.
- (c) A faculty member shall not file under the ADR procedure until after the faculty member has met with the chair of his/her department/unit in an attempt to resolve the dispute.
- (d) No person shall lobby or otherwise attempt to influence the decision of the Umpire.

G.2 Time Limits.

- (a) The dispute shall not be processed unless it is filed within
 - (1) thirty (30) days after the receipt of the fall or spring course assignment by the faculty member.
 - (2) within fifteen (15) days after the receipt of the summer course assignment by the faculty member.
- (b) If the faculty member's course assignment begins prior to final resolution of the dispute, the faculty member shall perform the assignment. However, in that circumstance, if the course assignment is found to be arbitrary or unreasonable, the faculty member's teaching assignment shall be reduced appropriately in the next academic year, or as otherwise agreed to by the faculty member.
- (c) All time limits specified in this Appendix G may be extended by mutual agreement of the University Administration and the UFF representative.

UNF – UFF Collective Bargaining Agreement 2014-2017

- (1) Upon failure of the UFF representative to comply with the time limits herein, the dispute shall be deemed to have been finally determined at the prior step.
 - (2) Upon failure of the University Administration to comply with the time limits provided in this Appendix, the UFF Representative may appeal to the next step.
- (d) All references to “days” herein refers to “calendar days.” The “end of the day” shall refer to the end of the business day, i.e., 5:00 p.m. If any deadline falls on a non-business day, the deadline shall be moved to the end of next business day.

G.3 Initial Filing.

- (a) A faculty member who believes that his/her course assignment is arbitrary or unreasonable shall file Part 1 of the ADR Form with his/her chair and with the dean of the college within the time limits required in Section G.2(a).
 - (1) The filing of the ADR Form shall be accompanied by a brief and concise statement of the faculty member’s arguments, and any relevant documentation supporting the faculty member’s position.
 - (2) This documentation shall be placed in a file entitled “ADR File,” which shall be kept separate from the faculty member’s personnel evaluation file.
- (b) The ADR File shall accompany the ADR Form each step of the process.

G.4 Meeting with Administration.

- (a) No later than four (4) days from receipt of the ADR Form, the dean or designee shall schedule a meeting with the UFF representative to be held within four (4) days. At this meeting, the faculty member, the UFF representative, the person who assigned the course, the chair, and the dean or designee shall discuss the dispute and attempt to resolve it.
- (b) Within four (4) days after the conclusion of this meeting, the dean or designee shall complete Part 2 of the ADR Form and deliver it to the UFF representative.

G.5 Filing for Neutral Umpire Hearing. If consultation with the dean or designee does not resolve the matter, the UFF representative may file, within four (4) days of

UNF – UFF Collective Bargaining Agreement 2014-2017

receipt of the dean's response, Part 3 of the ADR Form with the President's representative, indicating an intention to submit the dispute to a Neutral Umpire.

G.6 Preparation for Hearing. Within four (4) days of receipt of the completed ADR Form, the President's representative shall

- (a) place a brief statement of the University Administration's position, a list of the University Administration's expected witnesses, if any, and other relevant documentation in the ADR File and present a copy of all documents placed in the ADR File to the UFF representative, who shall place a list of the faculty member's expected witnesses into the file, with a copy to the President's representative; and
- (b) schedule a meeting with the UFF Representative for the purpose of selecting a Neutral Umpire from the Neutral Umpire Panel. This meeting shall be scheduled for no later than three (3) days after filing of the completed ADR Form with the President's representative.

G.7 Selection of Neutral Umpire.

- (a) Selection of the Neutral Umpire shall be by mutual agreement or by alternatively striking names from the Neutral Umpire Panel list until one name remains. The faculty member, in consultation with his/her UFF Representative, shall make the first strike from the list.
- (b) The President's representative shall contact the selected Umpire no later than three (3) days following the selection. Should the Umpire selected be unable to serve, the last person whose name was struck shall be asked to serve, and so on until an Umpire is found.

G.8 Completion of the ADR File.

- (a) Upon the agreement of the Neutral Umpire to participate, the President's representative and the UFF Representative shall as soon as possible meet to review and complete the ADR File.
- (b) After this review, additional documentation shall not be considered in the ADR process, except by agreement of the President's representative and the UFF representative, or unless it is documentation that could not with reasonable diligence have been discovered or obtained previously.
- (c) After this meeting, the President's representative shall provide the Umpire and the UFF Representative with the completed ADR File.

UNF – UFF Collective Bargaining Agreement 2014-2017

G.9 Scheduling of ADR Neutral Umpire Hearing.

- (a) The ADR hearing shall be scheduled as soon as practicable after the Neutral Umpire has received the ADR File. The President's representative shall notify the UFF representative of the time and place of the ADR hearing no later than forty-eight (48) hours prior to its being convened.
- (b) The ADR hearing shall be conducted as follows:
 - (1) The faculty member, or a UFF representative, and a representative of the President shall be the sole representatives of the parties. Each representative may present documentary evidence from the ADR File, interrogate witnesses, offer arguments, cross-examine witnesses, and have present at the meeting one individual to assist in the presentation of the case. In all cases, the UFF shall have the right to have an observer present at the hearing and shall be sent a copy of all decisions at the same time as they are sent to the faculty member.
 - (2) The Neutral Umpire shall conduct and have total authority at the ADR hearing. The Neutral Umpire may conduct the ADR hearing in whatever fashion, consistent with this Agreement, that will aid in arriving at a just decision.
 - (3) The Umpire shall submit to all parties on Part 4 of the ADR Form within forty-eight (48) hours after the close of the ADR hearing, a written, binding decision as to whether the course assignment was arbitrary or unreasonable. The decision shall include the reasons for the Umpire's determination.
 - (4) If the Umpire decides that the faculty member's assignment was arbitrary or unreasonable, then
 - a. if the faculty member has not begun the course assignment before the deadline for the Umpire's decision, the Umpire shall direct the individual responsible for making the course assignment to reassign the faculty member consistent with the procedure set forth in this Agreement, or as otherwise agreed to by the faculty member.
 - b. However, if the faculty member's course assignment began prior to the deadline for the Umpire's decision, the faculty member's teaching assignment shall be reduced appropriately in the next academic year, or as otherwise agreed to by the faculty member.

UNF – UFF Collective Bargaining Agreement 2014-2017

G.10 Neutral Umpire Panel

- (a) The President's representative and the UFF representative shall meet within thirty (30) days of the ratification of this Agreement for the purpose of selecting an odd-numbered Neutral Umpire Panel. The Panel shall consist of no less than five (5) and no more than nine (9) individuals, not employed by the University, who meet the following qualifications:
 - (1) familiarity with academic assignments;
 - (2) an ability to serve as Neutral Umpire on short notice;
 - (3) a willingness to serve on the Panel for one academic year; and
 - (4) acceptability to both the University Administration and the UFF.
- (b) The President's representative and the UFF representative are encouraged to select educators from other academic institutions in the area, fully retired faculty and administrators, and professional mediators and arbitrators, to be on the Neutral Umpire Panel. In the event the parties cannot reach agreement on Panel membership, a representative of the Trustees and a UFF member holding a statewide office or position shall select the Panel.
- (c) Panel membership may be reviewed, at the initiation of the University Administration or the UFF, through written notice provided before the beginning of the next contract year.

G.11 Expenses. All fees and costs of the Neutral Umpire shall be borne equally by the University Administration and the UFF.

UNF – UFF Collective Bargaining Agreement 2014-2017

EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION FORM

PART 1: STATEMENT OF DISPUTE

Faculty Member's Name

Department

Faculty Member's Address

Person Making Assignment

Date Notified of Assignment

Beginning Date of Assignment

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

I believe the assignment was arbitrary or unreasonable because:

I certify that I have met with my chair in an attempt to resolve this dispute.

Faculty Member's Signature

UFF Representative's Signature

Date Filed

Date of Meeting

UNF – UFF Collective Bargaining Agreement 2014-2017

EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION FORM

PART 2: DECISION OF DEAN OR DESIGNEE

Date Filed with dean or designee

Date of Conference

The assignment was/was not arbitrary or unreasonable because:

The disputed assignment has been resolved in the following manner:

Dean or designee

Date of decision

UNF – UFF Collective Bargaining Agreement 2014-2017

EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION FORM

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

The decision of the dean or designee is not satisfactory, and the UFF hereby gives notice of its intent to refer the dispute to a Neutral Umpire.

Faculty Member's Name

Receipt Acknowledged by
President's Representative

UFF Representative

Date of Receipt by
President's Representative

UNF – UFF Collective Bargaining Agreement 2014-2017

PART 4: NEUTRAL UMPIRE’S DECISION

The disputed assignment was _____/was not _____ arbitrary or unreasonable.

Reasons for the determination that the assignment was/was not arbitrary or unreasonable are:

Neutral Umpire’s Name

Faculty Member’s Name

Neutral Umpire’s Signature

Date Decision Issued

APPENDIX H

I. Faculty Evaluation

Section 1. Authority

Article 18 of the current UFF Contract shall guide evaluation of library faculty. Procedures outlined herein shall be in compliance with the language and spirit of the current contract.

Section 2. Criteria

Evaluation criteria for library faculty shall be guided by the current position description on file with the Dean. For library faculty, the primary criterion for evaluation is job performance. Specific performance of primary assigned duties constitutes 90% of the evaluation criteria, while service activities account for the remaining 10% of the evaluation criteria. Demonstration of job performance will differ according to the area of responsibility within the Library and the particular circumstances of each library faculty member. The evaluation will be based on the Library Faculty Annual Report of Activities (see Appendix H-1), a review of the Library Faculty Assigned Activity Form (see Appendix H-2) and the supervisor's observations of the faculty member's activities and productivity during the year under review.

Section 3. Frequency

Library faculty shall be evaluated in writing on an annual basis. The evaluation process shall begin with the preparation of the Library Faculty Annual Report of Activities, which shall be submitted to the faculty member's supervisor by June 1. The evaluation should be completed, including signatures by July 15. See Appendix H-1 for the Library Faculty Annual Report of Activities form.

Section 4. Format

The supervisor's evaluation of the library faculty shall include a written narrative and shall be completed using the Library Faculty Annual Performance Evaluation form found in Appendix H-3 of these bylaws. The supervisor shall assign a rating to each of the activity categories, primary and service. The ratings shall be based on the categories designated by the UFF Contract Article 18.3 (a) and described in Section 6 below.

Section 5. Review and Approval

The immediate supervisor shall furnish the faculty member with a written evaluation and offer the opportunity to discuss the evaluation prior to its being finalized. The evaluation shall be signed and dated by the supervisor and faculty member before being forwarded to the appropriate library director for review. In cases of dispute or disagreement, the faculty member being evaluated may attach a statement detailing the reason(s) for dispute or disagreement with the evaluation before it moves to the next level of review. The attached statement shall continue to accompany the evaluation as it moves through review.

H-1

The appropriate director shall sign and date the evaluation and forward it to the Dean's Office. The Associate Dean and the Dean shall then review and sign the evaluation. The

UNF – UFF Collective Bargaining Agreement 2014-2017

original signed evaluation will be filed in the faculty member's personnel file in the library administrative office and a copy provided to the individual.

Section 6. Evaluation Rating Categories

As specified by the UFF Contract, an overall evaluation rating shall be assigned for each faculty evaluation. Those ratings are interpreted as follows:

Far Exceeds Expectations

There is evidence showing exceptional and meritorious performance in all areas. Additional responsibilities are sought, accepted, and carried out with a high degree of competence. Expertise in the position is recognized by others and relied upon.

Exceeds Expectations

There is evidence showing a high degree of competence in most categories of performance. Full command of the knowledge and skills required in the position is shown. There is evidence of the acceptance of additional responsibilities and efforts that reflect sustained commitment to the development and advancement of library services.

Meets Expectations

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

Below Expectations

There is little evidence indicating mastery of required skills or competence in professional performance. Greater effort is needed in most areas to increase the quantity and quality of performance.

Unsatisfactory

There is no evidence that performance meets minimal standards of professional performance.

Section 7. Assigned Activities

Library faculty assigned activities are based 90% on primary activities and 10% on service activities mutually agreed upon in advance by the library faculty member and his/her direct supervisor. Assigned activities are those activities performed by the faculty member during the course of the evaluation year.

Library faculty should consult their current job descriptions for additional guidance on primary and service job activities.

H-2

Examples of Primary Activities

Perform daily work production (catalog materials, provide assistance at public service

UNF – UFF Collective Bargaining Agreement 2014-2017

points, teach library skills to patrons, place orders for materials, work with vendors and suppliers, select and evaluate materials, represent the Library and its collections to the campus, interact with faculty, maintain databases, maintain library management systems, design web pages, maintain web presence, etc.)

Attend and participate in library meetings (department, division, & library faculty)

Participate in library faculty committee assignments (standing and ad hoc committees)

Assist the library administration with planning, problem solving, and decision-making

Work across departments to solve problems and improve workflow, service, employee morale, Library image, etc.

Manage a library department or section (organize work assignments, monitor quality of work, cross-train staff, coordinate with other library departments, etc.)

Lead or participate in workflow redesign

Supervise staff (hire, train, evaluate employees; create/revise job descriptions; recruit, hire supervise student workers, etc.)

Work on projects and tasks not specifically in the library faculty member's job description, but within the scope of the job duties

Provide analytical tools (compile statistics, evaluate library collections and services, maintain financial information, etc.)

Investigate and report on new procedures or management techniques

Create, revise, or update departmental documentation

Organize and implement special projects (create new training materials, integrate systems innovations, etc.)

Maintain awareness of trends and developments in the field (attend conferences, workshops and training, remain current with professional literature in areas of expertise, etc.)

Contribute to the maintenance of the State University Libraries (SUL) Library Management System (LMS) (participate in SUL committees and conference calls, remain current with online discussions, etc.)

UNF – UFF Collective Bargaining Agreement 2014-2017

Promote the Library and provide informational opportunities (provide training, workshops, etc. to external groups)

Provide library instruction to groups and individuals as requested.

Examples of Service Activities

Serve as a member of or chair a campus committee (search committee outside the Library, Faculty Association committee, etc.)

Participate actively in state and local library associations

Pursue grants, awards, scholarships, or other honors giving evidence of scholarly activity and achievement

Serve in the individual's professional area as a consultant or resource person

Participate in campus, discipline, or department workshops (may include leading the workshop or presenting at the workshop)

Serve as a guest lecturer for faculty on an ad hoc basis

Participate in campus, discipline, or department sponsored in-house or outreach recruitment and retention initiatives

Mentor a newly hired faculty member or library faculty member

Organize a conference or meeting

Act as an advisor to a student organization recognized by the Student Government Association

Act as an advisor or editor for a publication in the field of library or information science or other appropriate discipline

Publish a book, article, or book review in the field of library or information science or other appropriate discipline

Serve as a referee reviewer for articles in the field of library or information science or other appropriate discipline

Serve as a reviewer of grant proposals

UNF – UFF Collective Bargaining Agreement 2014-2017

Section 8. Library Faculty Performance Evaluation Guidelines

Faculty should consult article 18 of the UFF Contract to fully understand and appreciate the scope of the evaluation process. Article 18.4 of the UFF Contract with the University states: “The annual performance evaluations shall be based upon assigned duties, and shall carefully consider the nature of the assignments and quality of the performance....”

Article 18.2 (a) specifies that the annual report (self-evaluation portfolio) will include “...any interpretive comments and/or supporting data that the faculty member deems appropriate in evaluating his/her performance.” Article 18.2 lists information from other sources which can be included with the Library Faculty Annual Report of Activities, including comments from peers, teaching faculty and members of the profession with whom the faculty member has worked.

The Library Faculty Annual Report of Activities may be presented in narrative or list style. Library faculty may also request from the supervisor, at the time of evaluation, a Library Faculty Annual Promotion Appraisal Form (Appendix H-4), which will provide annual feedback to library faculty on their progress toward promotion as specified in Article 21.5 of the UFF Contract.

Section 9. Evaluation Forms Checklist

Required Forms:

- Library Faculty Annual Report of Activities
- Library Faculty Annual Performance Evaluation
- Library Faculty Assigned Activities Form covering the evaluation period
- Optional Forms
- Library Faculty Annual Promotion Appraisal Form

All necessary forms are made available electronically for download and completion.

Section 10. Library Faculty Performance Evaluation Timeline

Each evaluation year begins June 1st and ends on May 31st the following year.

April 1 Last day for the supervisor to provide the library faculty member with the Library Faculty Annual Report of Activities form.

June 1 Last day for the library faculty member to submit the completed Annual Report form to the supervisor.

UNF – UFF Collective Bargaining Agreement 2014-2017

July 1	Last day for the supervisor to provide the written evaluation to the faculty member and provide the faculty member with the opportunity to discuss the evaluation prior to it being finalized.
July 7	Last day for the faculty member to respond to the evaluation with a concise comment.
July 15	Last day for the supervisor to give the library faculty member the completed Faculty Evaluation. Both supervisor and library faculty member must sign the evaluation by this date.
July 31	By this date, the faculty member may request a meeting with an administrator at the next higher level to discuss concerns regarding the evaluation.
August 15	Last day for the supervisor and library faculty member to complete the Faculty Assigned Activities form.

Section 11. Library Faculty Performance Evaluation Guidelines: Interpretations and Clarifications

The following is intended to help library faculty understand what activities and what level of performance of activities qualify for the evaluation rating categories as specified in Article 18.3 of the UFF Contract. The following categories and interpretations are illustrative of different levels of job performance and do not cover all activities that may be performed by individual faculty members.

Meets Expectations

In order to achieve a Meets Expectations job rating a library faculty member should fulfill the basic requirements of the position and demonstrate competence in all assigned tasks. Examples of Meets Expectations performance follow:

- Maintains expected workflow
- Plans job related tasks and achieves stated goals
- Assesses effectiveness of daily activities and adjust routines as necessary
- Communicates with coworkers and contributes to a cooperative work environment
- Provides services to library patrons as assigned
- Identifies materials to be added to library collections

UNF – UFF Collective Bargaining Agreement 2014-2017

- Maintains required financial records
- Tabulates and records required statistical data
- Prepares bibliographic and informational data for inclusion in library databases
- Understands and uses appropriate library systems
- Provides training to coworkers as appropriate
- Participates as a member of library or campus committees
- Monitors the physical condition of library collections
- Interacts effectively with the university community as needed

Exceeds Expectations

In order to achieve an Exceeds Expectations job rating a library faculty member should fulfill the basic requirements of the position, demonstrate a high degree of competence in all assigned tasks, demonstrate mastery of the knowledge and skills required for the position, and demonstrate the willingness to accept additional responsibilities that reflect a sustained commitment to the development and advancement of library services. Examples of Exceeds Expectations performance follow:

- Initiates new projects and brings them to completion
- Creates a work environment that increases productivity
- Provides complex research support to faculty
- Researches and successfully negotiates with vendors for best pricing and terms of use
- Demonstrates strong proficiencies in applying major international standards appropriate to library settings
- Designs and/or implements significant projects to enhance collection access
- Effectively demonstrates library needs for increased funding and/or personnel allocation
- Plans and manages a major reorganization of physical collections

UNF – UFF Collective Bargaining Agreement 2014-2017

- Innovates routines which significantly improve service
- Improves information sharing and staff training
- Researches and problem solves using library literature and awareness of best practices
- Attends and participates in regional, state, and national meetings and conferences
- Participates in professional committee activities at the regional, state, or national level
- Plans meetings or training sessions related to professional expertise
- Designs and presents sessions at professional conferences
- Participates in panel discussions at professional conferences
- Chairs library or campus based committees
- Redesigns and updates department manuals
- Researches and implements strategies for statistical analysis of collections
- Partners with other campus departments to solve mutual problems and to create new cooperative programs

Far Exceeds Expectations

In order to achieve a Far Exceeds Expectations job rating a library faculty member should demonstrate exceptional and meritorious performance in all areas, seek and accept additional responsibilities that result in significant enhancement of library services, exhibit a high degree of competence in all job responsibilities, and be recognized and relied upon by others for his or her expertise in the profession. Examples of Far Exceeds Expectations performance follow:

- Significantly improves departmental effectiveness and consults with staff to establish more efficient work flow
- Initiates collaborations which significantly impact library services
- Identifies critical priorities and develops successful strategies for achieving goals
- Identifies creative ways to engage the campus community with the library

UNF – UFF Collective Bargaining Agreement 2014-2017

- Cultivates community contacts to identify and obtain valuable materials for library collections
- Works intensively with faculty to identify resources for new programs
- Designs or implements data management programs which enhance effective bibliographic management
- Identifies strengths and weaknesses of existing online systems and develops compensating strategies
- Proactively innovates processes and procedures that increase efficiency and service
- Chairs committees for regional, state, or national associations
- Organizes workshops or conferences
- Contributes to the professional literature
- Develops substantial new instructional or training materials
- Demonstrates exceptional mastery and knowledge of library resources, tools, and collections
- Actively initiates creative use of materials, budgets, and personnel

UNF – UFF Collective Bargaining Agreement 2014-2017

Thomas G. Carpenter Library
Library Faculty Annual Report of Activities

_____	_____
Name	UNF ID Number
_____	_____
Year	Position Number

When completed by the library faculty member, this form must be provided to the Supervisor and be attached to the faculty member's Annual Performance Evaluation. Additional pages may be attached as necessary.

PRIMARY ACTIVITIES (90%)

SERVICE ACTIVITIES (10%)

_____	_____
Library Faculty Member	Date

UNF – UFF Collective Bargaining Agreement 2014-2017

Appendix H-1
University of North Florida
Thomas G. Carpenter Library
Library Faculty Assigned Activity Form

Name _____

UNF ID Number _____

Year _____

Position Number _____

Refer to the Library Faculty Assigned Activity Sample List for sample activities under each category. Attach additional pages as necessary.

PRIMARY ACTIVITIES (90 %)

SERVICE ACTIVITIES (10 %)

Signature of Librarian _____ Date _____

Signature of Supervisor _____ Date _____

UNF – UFF Collective Bargaining Agreement 2014-2017

Appendix H-2

University of North Florida
Thomas G. Carpenter Library
Library Faculty Annual Performance Evaluation

Name _____
UNF ID Number

Year _____
Position Number

The supervisor must attach a copy of the Library Faculty Annual Report of Activities form and the Assigned Activities Form for the evaluation year under review. Additional pages may be attached as necessary.

PRIMARY ACTIVITIES RATING _____

SERVICE ACTIVITIES RATING _____

Signatures:

Library Faculty Member _____
Date

Supervisor _____
Date

Director _____
Date

Associate Dean _____
Date

Dean _____
Date

UNF – UFF Collective Bargaining Agreement 2014-2017

Appendix H-3
University of North Florida
Thomas G. Carpenter Library
Library Faculty Annual Promotion Appraisal Form

Name _____
UNF ID Number

Year **Position Number**

The Annual Promotion Appraisal form is to be completed by the faculty member's supervisor and provided to the library faculty member at his/her request at the time of the annual performance evaluation and is intended to provide assistance and counseling to the library faculty member to help him/her to achieve promotion (Article 21.5 of the UFF Contract).

Signatures:

Library Faculty Member _____
Date

Supervisor _____
Date

Director _____
Date

Associate Dean _____
Date

Dean _____
Date

UNF – UFF Collective Bargaining Agreement • 2014-2017

APPENDIX I-1

UNIVERSITY OF NORTH FLORIDA
APPLICATION FOR SABBATICAL LEAVE

ACADEMIC YEAR 2015-16

Sabbatical application

Applications that do not follow the format below will not be considered.

1. Candidate Information:

a. Name _____

b. College _____

c. Department _____

d. Number of years in faculty status at UNF _____

2. Previous Sabbatical(s):

i. When? _____

ii. How long? _____

iii. Purpose _____

iv. Results

1. Publications _____

2. Grants _____

3. Student Research _____

3. Sabbatical Preference (check preference):

1. One Semester Fall Spring

2. Two Semesters

UNF – UFF Collective Bargaining Agreement 2014-2017

4. Description of sabbatical proposal (5 pages maximum). Double spaced throughout, 12 point font, 1 inch margins, numbered pages. It is important to be clear and where possible, be as specific as possible. Include the following:

- a. Description of scholarship proposed
 - i. Written so that those outside your discipline can read and understand it
- b. Relationship between proposed scholarship and instruction at UNF
- c. Expected benefit of the proposed sabbatical to the faculty member, university and academic discipline
- d. Short term outcomes (during sabbatical period)
- e. Long term outcomes including expected publication(s)
- f. Anticipated supplementary income

UNF – UFF Collective Bargaining Agreement 2014-2017

Description:

UNF – UFF Collective Bargaining Agreement 2014-2017

Description:

UNF – UFF Collective Bargaining Agreement 2014-2017

Description:

UNF – UFF Collective Bargaining Agreement 2014-2017

Description:

UNF – UFF Collective Bargaining Agreement 2014-2017

5. Attach recommendation from Chair (1 page maximum)
6. Attach recommendation from Dean (1 page maximum)
7. Attach relevant Curriculum Vita (4 pages maximum – can be single-spaced, 12-pt font, 1” margins, numbered pages)

UNF – UFF Collective Bargaining Agreement 2014-2017

8. Benefit of the sabbatical to the individual, the university, and the profession (1 page):

UNF – UFF Collective Bargaining Agreement 2014-2017

UNF – UFF Collective Bargaining Agreement 2014-2017

By checking the box and typing name, applicant agrees to comply with the conditions of the sabbatical program as described in the Collective Bargaining Agreement

9. Faculty Member: _____

Appendix I-2

UNIVERSITY OF NORTH FLORIDA
APPLICATION FOR PROFESSIONAL DEVELOPMENT LEAVE

ACADEMIC YEAR 2015-16

Professional Development application

Applications that do not follow the format below will not be considered.

1. Candidate Information:

a. Name _____

b. College _____

c. Department _____

d. Number of years in faculty status at UNF _____

2. Previous Professional Development Leaves(s):

i. When? _____

ii. How long? _____

iii. Purpose _____

iv. Results: _____

3. Professional Development Leave Preference (check preference):

1. One Semester Fall Spring

2. Two Semesters

UNF – UFF Collective Bargaining Agreement 2014-2017

4. Description of professional leave proposal (5 pages maximum). Double spaced throughout, 12 point font, 1 inch margins, numbered pages. It is important to be clear and where possible, be as specific as possible. Include the following:

- a. Description of programs and activities proposed
 - i. Written so that those outside your discipline can read and understand it
- b. Relationship between proposed leave and instruction at UNF
- c. Expected benefit of the proposed sabbatical to the faculty member, university and academic discipline
- d. Short term outcomes (during leave period)
- e. Long term outcomes including expected publication(s)
- f. Anticipated supplementary income

UNF – UFF Collective Bargaining Agreement 2014-2017

Description:

UNF – UFF Collective Bargaining Agreement 2014-2017

Description:

UNF – UFF Collective Bargaining Agreement 2014-2017

Description:

UNF – UFF Collective Bargaining Agreement 2014-2017

Description:

UNF – UFF Collective Bargaining Agreement 2014-2017

5. Attach recommendation from Chair (1 page maximum)
6. Attach recommendation from Dean (1 page maximum)
7. Attach relevant Curriculum Vita (4 pages maximum – can be single-spaced, 12-pt font, 1” margins, numbered pages)

UNF – UFF Collective Bargaining Agreement 2014-2017

By checking the box and typing name, applicant agrees to comply with the conditions of the professional development leave program as described in the Collective Bargaining Agreement

8. Faculty Member: _____

UNF – UFF Collective Bargaining Agreement 2014-2017

APPENDIX J-1
AUTHORIZATION FOR TWELVE MONTH PAY OPTION

I, _____, N# _____,
(Print Name)

(Department name)

hereby authorize the allocation of my 9 month academic salary equally over the 12 month period of August through August (dates determined by HR deferred payment schedule).

This form must be returned to the Office of Human Resources, Bldg. 1, Room 1101 by June 30.

I understand that:

- My 9 month gross salary will be dispersed to me equally over the 12 month period of the academic year August_____ through August according to the standard payroll schedule.
- My salary deductions will be processed over 12 months.
- I will not be allowed to revoke this election during an academic year.
- My participation in the Twelve Month Pay Option Plan will automatically continue each academic year until cancelled by submission of a “Request for Termination of Twelve Month Pay Option Plan Form”.
- Cancellation of participation in the plan for the next academic year must be submitted to the Office of Human Resources before June 30 of the current academic year.

Signature: _____ Date: _____

HR USE ONLY

Start Date	Stop Date	Input Date	By

APPENDIX J-2

TERMINATION FOR TWELVE MONTH PAY OPTION

Request for Termination of Twelve Month Pay Option Plan

I, _____,
(Please print name)

N# _____,

hereby request cancellation of my participation in the Twelve Month Pay Option Plan effective the academic year that begins August _____ – May _____.

NOTE: This form must be returned to the Office of Human Resources by June 30.

I understand that:

- I will not be allowed to revoke this cancellation during the academic year.
- My 9-month gross salary will be dispersed to me over the 9-month contract period of August__ – May_____ according the biweekly pay roll schedule.
- A request to re-enroll in the Twelve Month Pay Option plan must be submitted to Human Resources by the deadline date for the next open enrollment.

Signature

Date

HR USE ONLY

Start date	Stop Date	Input date	Input By