

AGREEMENT BETWEEN

BOARD OF REGENTS

STATE UNIVERSITY SYSTEM
OF FLORIDA

AND

UNITED FACULTY OF FLORIDA

1981-1984

This public document was promulgated at a cost of \$5,420 or \$.271 per copy to provide SUS faculty and staff with printed copies of the Board of Regents-United Faculty of Florida collective bargaining contract.

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PREAMBLE

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

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

In such a collegial system, departments and other professional units should play an active and responsible role in academic matters, including significant involvement in the recruitment of new faculty and professional employees, the development of high quality programs, and other matters of professional concern. The collegial relationship is most effective when peers work critically together to carry out their duties in the most professional manner possible.

Collegiality in academic governance on each campus of the State University System can best be accomplished through Senates selected by representatives of the appropriate campus constituencies in accordance with each institution's constitution and tradition. Appropriate matters of concern should be brought before the Senate by its members or steering committee or by the president of the university or representatives. Among matters which may be of concern to Senates include: a) curriculum policy and curricular structure, b) requirements for degrees and granting of degrees, c) policies for recruitment, admission and retention of students, d) the development,

curtailment, discontinuance or reorganization of academic programs, and e) other matters of traditional concern.

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

ARTICLE 1 RECOGNITION

1.1 Pursuant to the certification of the Florida Public Employees Relations Commission, dated April 2, 1976, the Commission's acceptance on November 1, 1977, of the Stipulation entered into by the Board of Regents and United Faculty of Florida, and the Commission's Order 78E-205 of June 21, 1978, the Board has recognized UFF as the exclusive representative, solely for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment as specifically set forth in this Agreement, for all employees in the bargaining unit described in the certification as amended by said Stipulation and Order. Attached as Appendix A hereto for information purposes only and not made a part of the Agreement, is the listing of titles included in that certification and Stipulation.

1.2(a) The Board shall supply the UFF with a copy of the Board's rules and each university shall supply the local chapter of UFF with a copy of its rules. If there is an inconsistency or conflict between an existing university rule or policy or Board policy and an express provision of this Agreement, the rule or policy shall be promptly amended to remove the inconsistency or conflict or the rule or policy shall be repealed. In the case of a Board rule, the Board shall promptly seek to have its rule amended to remove the inconsistency or conflict or to have the rule repealed.

(b) No new or amended Board or university rule, policy or resolution shall apply to employees if it conflicts with an express term of the Agreement.

(c) The Board and the universities shall provide to UFF or the local UFF chapter, respectively, an advance copy of any proposed rule or policy changing a term or condition of employment contained in this Agreement. The Board or the university, as the case may be, shall provide the advance copy of a proposed rule no later than the date of publication under the provisions of the Administrative Procedure Act. The advance copy of a policy shall be provided to the UFF or its local chapter, as appropriate, at least two weeks in advance of its effective date so as to

permit the UFF or its chapter to seek consultation with respect to it. With respect to a rule adopted pursuant to the Emergency provisions of the Administrative Procedure Act, an advance copy shall be provided as far in advance of its effective date as is feasible under the circumstances.

(d) If the Board or a committee of the Board has scheduled public hearings on any Board action that would conflict with an express term of this Agreement, the UFF shall not be denied the opportunity to address the matter.

(e) If any proposed rule, policy or resolution would modify an express term of this Agreement, the Board or its designee shall engage in collective bargaining with respect to the change upon UFF request.

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

(b) UFF shall be granted a place on the agenda at each public Board meeting for the purpose of addressing any item on the Board's agenda that affects the wages, hours, or other terms and conditions of employment of employees.

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

ARTICLE 2 CONSULTATION

2.1 Meetings between the Chancellor and/or designated representatives and up to 10 representatives of UFF, or such other number as the parties may agree, shall from time to time be held, upon the advance request of either party, to discuss matters pertinent to the implementation or administration of this Agreement or any other mutually agreeable matters. Actions by the Board or its representatives affecting any other terms and conditions of employment of employees may also be raised in consultation with the Chancellor and/or designated

representatives. The meetings shall be held on a mutually convenient date in Tallahassee unless the parties agree to another location and shall be scheduled once each 90 days or more frequently as the parties may agree. The parties shall submit to each other a written list of agenda items no less than one week in advance of the meeting. The parties understand and agree that such meetings shall not constitute or be used for the purpose of negotiations.

2.2 The presidents or their representatives on each campus shall meet locally with UFF chapter representatives to discuss matters pertinent to the implementation or administration of this Agreement or any other mutually agreeable matters according to the procedure described above at least once each 90 days.

2.3 The UFF chapter, through its president, shall be provided without cost a copy of all university affirmative action programs and university, college and departmental affirmative action reports.

ARTICLE 3 UFF PRIVILEGES

3.1 Use of Facilities and Services. Subject to the rules of the Board, UFF shall have the right to use university facilities at each university for meetings and all other services on the same basis as they are generally available to other university-related organizations at each university. University-related organizations are defined in Chancellor's Memorandum CM-76-24(1) dated October 8, 1976, as follows:

"University-Related Groups and Organizations. Those groups and organizations may or may not receive budgetary support. Examples of such groups include: student organizations, honor societies, fraternities, sororities, alumni associations, faculty committees, career service staff counsel, direct support organizations, the United Faculty of Florida, etc."

3.2 Bulletin Boards. UFF may post bulletins and notices relevant to its position as the collective bargaining agent on a reasonable number of existing bulletin boards but on at least one bulletin board per building where a substantial number of employees have offices. Specific locations shall be mutually selected by the university and the UFF university chapter in the course of consultation pursuant to Article 2, Consultation. All materials placed on the designated bulletin boards shall bear the date of posting and may be removed by the president or representatives after having been posted for a period of 30 days. In addition, such bulletin boards may not be used for

election campaigns for public office or exclusive collective bargaining representation.

3.3 At the request of UFF in writing, a full-time leave of absence of at least one year shall be granted to two employees designated by UFF for the purpose of carrying out UFF's obligation in representing employees and administering this Agreement (more employees may be designated upon mutual agreement of the parties, but not more than one per university). UFF shall reimburse the university for the employee's salary, fringe benefits and retirement. The employee shall have all other rights of employees and shall receive the average salary increase granted to other members of the bargaining unit at that university. The university or the Board shall not be liable for the acts or omissions of said employees during the leave and UFF shall hold the university harmless for any such acts or omissions. An employee on such leave shall not be evaluated for this activity nor shall such activity be considered by the university for promotion or tenure.

3.4(a) UFF may at its option designate one employee per semester at each university to represent employees in the processing of grievances at Step One. Such employees shall receive a reduction in teaching load of one course per semester or, if a non-teaching employee, a reduction of 10 hours per week. UFF may designate one additional employee per semester in accordance with this paragraph for grievance representation at FSU, UF and USF.

(b) The elected UFF Chapter Presidents at FAMU, FAU, FIU, UCF, UNF and UWF shall receive a one course reduction in teaching load per semester or, in the case of non-teaching employees, a reduction of 10 hours per week. At FSU, UF and USF the reduction shall be two (2) courses per semester or, in the case of non-teaching employees, a reduction of 20 hours per week.

(c) UFF may at its option designate two employees representing faculty and professional employees in grievances at Step Two and Arbitration. Such employees shall receive a two course reduction in teaching load per semester or, in the case of non-teaching employees, a reduction of 20 hours per week.

(d) Negotiations. During those semesters in which negotiations are taking place, UFF may designate employees for a one course reduction in their teaching load or, in the case of non-teaching employees, a reduction of 10 hours per week. The total number of employees so designated shall not exceed eight.

- (e) Designated employees as described above shall not be considered representatives of the university for any activities on behalf of employees or UFF and UFF agrees to hold the university harmless for any claims arising from such activities, including the cost of defending against such claims.
- (f) The designees as described above shall retain all rights and privileges as employees and shall receive in addition to any other salary increase the average discretionary step increase awarded to other employees in the designee's department or comparable unit.
- (g) Consistent with proper staffing of university programs and services, the Board will permit UFF to purchase additional released time for employees. Such additional released time shall be purchased at the graduate assistant or other traditional replacement rate appropriate to the designee.
- (h) (1) No employee assigned teaching duties who receives released time or reduction in teaching load in accordance with this article shall have the teaching portion of the professional obligation reduced below one course.
 - (2) (a) In the event the reduction does not exhaust the permitted reduction, one additional teaching employee may have the teaching portion reduced, but not below one course.
 - (b) Alternatively, an employee described in (h) (1) may elect to reduce the research portion of the assignment by 10 hours per week per unused course reduction.
 - (3) Released time devolving upon another employee may only be used for the purposes described in paragraph 3.4(a), (c) and (d).
 - (4) No more than one employee per 15 employees per department or corresponding unit need be granted such reduction at one time.

ARTICLE 4 RESERVED RIGHTS

The Board retains and reserves to itself all rights, powers and authority vested in it, whether exercised or not, including but not limited to the right to plan, manage and

control the State University System and in all respects carry out the ordinary and customary functions of management.

All such rights, powers and authority are retained by the Board subject only to those limitations expressly imposed by this Agreement. Only violations of such limitations shall be subject to Article 20, Grievance Procedure.

ARTICLE 5 ACADEMIC FREEDOM

It is the policy of the Board and UFF to maintain and encourage full academic freedom. In the exercise of this freedom, employees shall be free to discuss fully their own subjects frankly and forthrightly and to engage freely in scholarly and creative activity and publish the results. Academic freedom is accompanied by the corresponding responsibility to provide objective and skillful exposition of one's subjects and to indicate when appropriate that one is not an institutional representative unless specifically authorized as such.

ARTICLE 6 NONDISCRIMINATION

6.1 The parties in negotiating this Agreement, and separately in documents such as the affirmative action plans, have recognized the obligations imposed upon them by the Civil Rights Act of 1964, Florida Statutes (1979), §110.112(5) and by other federal and state laws prohibiting discrimination and have made clear their support for the concepts of affirmative action and equal employment opportunity. They desire to assure equal employment opportunities within the SUS and recognize that the purpose of affirmative action is to provide equal opportunity to women, minorities and other affected groups to achieve equality in the SUS. The implementation of affirmative action programs will require positive actions that will affect terms and conditions of employment and to this end the parties have in this Agreement and elsewhere undertaken programs to ensure equitable opportunities for employees to receive salary adjustments, tenure, promotion, sabbaticals and other benefits. This statement of intent is not intended to be subject to Article 20, Grievance Procedure.

6.2 Neither the Board nor UFF shall discriminate against any employee based upon race, color, sex, religious creed, national origin, age, veteran status, handicap, marital status, or membership or non-membership in a union. Claims of such discrimination by the Board or its representatives may be presented as grievances pursuant to Article 20, Grievance

Procedure. It is the intent of the parties that matters which may be presented as grievances under Article 20, Grievance Procedure, 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 20 are initiated by the grievant.

ARTICLE 7 MINUTES, RULES AND BUDGETS

The Board shall regularly place a copy of the following documents in a single, easily accessible location in the main library of each of the nine universities of the State University System: a) the minutes of the meetings of the Council of Presidents, b) the minutes of the meetings of the Board, c) Board rules published under the Administrative Procedure Act, d) that university's operating budget, and e) that university's rules published under the Administrative Procedure Act.

ARTICLE 8 APPOINTMENT

8.1 The Board shall exercise its authority to determine the standards, qualifications and criteria so as to fill appointment vacancies in the bargaining unit with the best possible candidates. In furtherance of this aim, the Board shall, through the universities, (a) advertise such appointment vacancies, receive applications and screen candidates therefor, and make such appointments as it deems appropriate under such standards, qualifications and criteria, and (b) commit to an effort to identify and seek qualified women and minority candidates for vacancies and new positions.

8.2 Bargaining unit vacancies shall be advertised throughout the State University System as specified in the position vacancy announcement system. Copies of the position vacancy announcements shall be posted in a public place in each building where employees have offices. Specific locations may be designated pursuant to Article 2, Consultation. The advertisement shall include the qualifications for the positions. Employees of lower or equivalent ranks, employees who are spouses of employees, and employees who are local residents shall not, in the hiring process, be disadvantaged for that reason. All employees who are candidates for new and vacant positions shall be advised of the salaries of faculty members in the department or of salaries of university employees in the same A&P job classification, as appropriate, prior to the negotiation of the candidate's initial salary.

8.3 All appointments shall be made on a standard SUS employment contract and signed by the university president or representative and the employee. The university may enclose informational addenda, except that such addenda may not abridge the employee's rights or benefits provided in this Agreement. The SUS standard employment contract shall contain the following elements:

- (a) Date;
- (b) Professional Classification System title, class code, rank and appointment status;
- (c) Employment unit (e.g., department, college, institute, area, center, etc.);
- (d) The length of the appointment;
- (e) Special conditions of employment;
- (f) A statement that the position is (1) tenured, (2) non-tenure earning, or (3) tenure-earning (specifying prior service in another institution to be credited toward tenure);
- (g) A statement that the employee's signature on the standard employment contract shall not be deemed a waiver of the right to process a grievance with respect thereto in compliance with Article 20;
- (h) The following statement, if the appointment is not subject to the notice provisions of Article 12.1: "Your employment hereunder will cease on the date indicated. No further notice of cessation of employment is required.";
- (i) A statement that the appointment is subject to the constitution and laws of the State of Florida, the rules and regulations of the Board, and this Agreement;
- (j) Percent of full-time effort (FTE) assigned;
- (k) Salary;
- (l) The minimum salary, if any, for the rank or job classification; and
- (m) The statement: "The BOR-UFF Collective Bargaining Agreement (Article 6) prohibits discrimination against any employee based upon race, color, sex, religious creed, national origin, age, veteran status, handicap, marital status, or membership or

non-membership in a union. Claims of such discrimination by the Board or its representatives may be presented as grievances pursuant to Article, 20, Grievance Procedure."

8.4 Employees currently serving on twelve-month (calendar year) appointments may request to be assigned to nine-month (academic year) appointments. Upon approval of such change by the university president or representative, the employee's base salary shall be adjusted to 81.8 percent of the calendar year base salary unless a different base salary is mutually agreeable to the employee and the university president or representative.

8.5 Employees currently serving on academic year appointments may request to be assigned to calendar year appointments. Upon approval of such change by the university president or representative, the employee's base salary shall be adjusted to 122.2 percent of the academic year base salary unless a different base salary is mutually agreeable to the employee and the university president or representative.

8.6 Available supplemental appointments shall be offered equitably and as appropriate to qualified employees in sufficient time to allow voluntary acceptance or rejection.

ARTICLE 9 RESPONSIBILITIES

9.1 The professional obligation is comprised of both scheduled and non-scheduled activities. The parties recognize that it is a part of the professional responsibility of employees to carry out their duties in an appropriate manner and place. For example, while instructional activities, office hours and other duties and responsibilities may be required to be performed at a specific time and place, other non-scheduled activities are more appropriately performed in a manner and place determined by the employee.

9.2 Long Term Expectations. When first employed, each employee shall be apprised of what is expected, generally, in terms of teaching, research and other creative activities, and service, and specifically if there are specific requirements and/or other duties involved. If and when these expectations change during the period of service of the employee, that employee shall be apprised of the change.

9.3 Annual Assignment

- (a) Employees shall be apprised in writing, at the beginning of their employment and at the beginning of each year of employment thereafter, of the duties and responsibilities in teaching, research and other

creative activities, service, and of any other specific duties and responsibilities assigned for that year.

- (b) Each employee earning eligibility for tenure or promotion shall be given assignments which provide equitable opportunities in relation to other employees in the same department to meet the required criteria for promotion and tenure.

- (1) For the purpose of applying this principle to promotion, assignments shall be considered over the entire period since the original appointment or since the last promotion, not solely over the period of a single annual assignment. In no event shall the period under consideration be less than four years. The rights contained in this paragraph shall not apply to assignments made for the 1978-1979 academic year or earlier.

- (2) For the purpose of applying this principle to tenure, assignments shall be considered over the entire probationary period and not solely over the period of a single annual assignment.

- (3) Prior service credit shall not be counted in computing the periods described in 9.3(b) (1) and (2).

- (4) The authority of the arbitrator shall not extend beyond awarding additional employment requiring the university to provide the "equitable opportunity" as described in 9.3(b). The arbitrator may retain jurisdiction for purposes of determining whether the ensuing assignment provides such "equitable opportunity".

9.4 Except for an assignment made at the beginning of an employee's employment, the person responsible for making an assignment shall contact the employee prior to making the final written assignment. Such contact shall also take place prior to changes which become necessary in an assignment, and such changes shall be specified in writing. The employee shall be granted, upon request, a conference with the person responsible for making the assignment to express concerns regarding:

- (a) the employee's qualifications, including professional training, and preferences; and
- (b) the character of the assignment, including the number of hours of instruction, the preparation required, whether the employee has taught the course in the past, the number of students and time required by the course, whether travel to another location is

required, the number of preparations required, the employee's assignments in other quarters, and the availability and adequacy of materials and equipment, secretarial services, student assistants, and other support services needed to perform the assignments.

9.5 The Board and UFF recognize that, while the Legislature has described the minimum full academic assignment in terms of 12 contact hours or equivalent research and service, the professional obligation undertaken by a faculty member may properly be broader than that minimum. In like manner, the professional obligation of other professional employees is not easily susceptible of quantification. The Board, acting through its representatives, has the right, in making assignments, to determine the types of duties and responsibilities which comprise the professional obligation and to determine the mix or relative proportion of effort an employee may be required to expend on the various components of the obligation.

Furthermore, the Board properly has the obligation constantly to monitor and review the size and number of classes and other activities, to consolidate inappropriately small offerings and to reduce inappropriately large classes.

The assignment should be communicated to employees no later than four weeks in advance of its starting date, if practicable. No employee's assignment, including assignments resulting from conversion to the semester system, should be arbitrarily and capriciously imposed. If an employee believes that the assignment has been so imposed, the employee should, no later than two weeks in advance of its starting date, if practicable, take the matter up with the individual who has the responsibility for making the assignment. If that discussion does not resolve the dispute, the employee may discuss the matter with the dean or other appropriate administrator. If no satisfactory resolution is accomplished after consultation with the dean or appropriate administrator, UFF may, prior to the effective dates of the assignment, refer the matter to a neutral umpire acceptable to both parties or, failing agreement, to a member of the Arbitration Panel in accordance with the procedures in Article 20.11. The umpire shall determine whether or not the employee's assignment has been arbitrarily and capriciously imposed. Upon a finding that the assignment has been so imposed, the president or designee shall take appropriate corrective action.

9.6 Each employee shall be assigned one principal place of employment. Where possible, an employee shall be given at least 90 days notice of assignment to a second instructional location more than 15 miles from the employee's principal place of employment. Travel expenses, including overnight lodging and meals, if necessary, for all assignments not at the employee's principal place of employment shall be paid at the

state rate and in accordance with the applicable provisions of state law and rules and regulations having the force and effect of law.

9.7 It is desirable that teaching schedules be established so that the time between the beginning of the first assignment and the end of the last for any one day does not exceed eight hours.

9.8 When special equipment is required for classes, it is desirable that there be sufficient equipment to accommodate the students assigned thereto.

9.9 The work for all employees who are assigned specific hours shall not normally exceed 40 hours. Time shall be allowed within the normal working day for research, teaching, or other activities required of the employee, when a part of the assigned duties. Supervisors are encouraged to make appropriate reductions or adjustments in the number of hours scheduled in recognition of evening, night, and weekend assignments, and for periods when an employee is on call. Evenings, nights, and weekends when an employee is on call shall be considered in making other assignments. See Article 17.2 regarding schedule adjustment for holiday assignment.

9.10 The year of service for employees in developmental research schools shall be 190-196 days of service.

9.11 Overload shall be defined as any instructional duties in an extension or continuing education activity in excess of a full appointment. Available overload appointments shall be offered equitably and as appropriate to qualified employees in sufficient time to allow voluntary acceptance or rejection.

9.12(a) The normal academic year shall consist of a fall and spring semester totaling 39 contiguous weeks. The period for instruction shall not exceed an average of 75 days per semester and the period for testing, advisement and other scheduled assignments shall not exceed an average of 10 days per semester. Within each semester, activities referred to above shall be scheduled during contiguous weeks with the exception of the spring break, if any.

(b) Each employee who was normally appointed for three academic quarters will receive an appointment for 39 contiguous weeks for duties as described in this Agreement. This appointment shall be at the same biweekly salary rate plus any salary increases as provided by the Legislature. The appointment shall be for the normal academic year unless an alternative appointment is mutually agreed to by the employee and the university subject to the following:

- (1) Non-traditional appointments at Florida A & M University will be discontinued no later, than June 30, 1984. Specifically, all assignments for the summer 1984 term(s) shall be supplemental assignments unless mutually agreed to by the employee and the university. The Board and the university will work to reach this goal earlier as resources permit.
- (2) UFF shall receive by June 30, 1982, and June 30, 1983, progress reports which will include the efforts undertaken and those contemplated toward achieving the goal. Discontinuation of non-traditional appointments and the progress made toward that end shall be appropriate topics for consultation at the university and with the Chancellor or designee pursuant to Article 2.

(c) Supplemental Appointments

An employee shall receive approximately the same total salary for teaching a course during a supplemental appointment as the employee received for teaching the same course or a course similar in length and content during the academic year, regardless of the length of the supplemental appointment. The instructional assignment shall include the normal activities related to such an assignment as defined by the department and the nature of the course, such as examinations, advisement and counseling, course preparation, minor curriculum development and minor committee activities. Where the instructional portion of a supplemental assignment immediately follows the academic year appointment, the employee may be asked to perform reasonable and necessary noninstructional duties related to the supplemental assignment prior to the conclusion of the academic year appointment.

Research or service duties assigned for a supplemental appointment need not be allocated according to the same FTE equivalent as during the academic year, provided that any reduction in FTE corresponds to an appropriate reduction in assigned duties. During a supplemental appointment, an employee's assignment shall not exceed 1.0 FTE, nor shall an employee's salary exceed 1/3 of the employee's academic year salary.

All supplemental appointments shall be made in accordance with §240.243, F.S. (the "twelve hour law").

Salary for a supplemental appointment shall be computed in accordance with the following formulae:

$$\begin{array}{lclcl} \text{A.} & & & & \\ \text{FTE for} & & \text{FTE* for} & & \\ \text{Supple-} & = & \text{Instruc-} & \times & \text{No. of Weeks (19.5) in} \\ \text{mental} & & \text{tional} & & \text{Semester Appointments} \\ \text{Appoint-} & & \text{Assign-} & & \text{Number of weeks in} \\ \text{ment} & & \text{ment} & & \text{Supplemental Appointment} \end{array}$$

+ FTE for Research and Service Assigned
During Supplemental Appointment

$$\begin{array}{lclclcl} \text{B.} & & & & & \\ \text{Salary} & & \text{Biweekly} & & & \text{Number} \\ \text{for} & & \text{Salary rate} & & \text{FTE for} & \text{of Pay} \\ \text{Supple-} & = & \text{During} & \times & \text{Supple-} & \text{Periods} \\ \text{mental} & & \text{Semester} & & \text{mental} & \times \\ \text{Appointment} & & \text{Appointment} & & \text{Appointment} & \text{In Supplemental} \\ & & & & & \text{Appointment} \end{array}$$

*The instructional FTE refers to the percentage assignment for the same course or courses similar in length and content taught during a regular semester in the preceding academic year. If the instructional assignment in the supplemental appointment is for instructional duties different from those existing during a semester, an appropriate FTE as determined by the University will be assigned to such duties.

Exs. (based on a \$24,000 AY salary or \$12,000 per semester):

Weeks in Appt.	Sample FTE for Assigned Instruc. Duty	Biweekly Salary Rate	Number of Pay Periods	Total Salary for Instruction
19.5	.333	\$1231	9.75	\$3997
13.0	.500	1231	6.50	4001
10.0	.650	1231	5.00	4001
8.0	.812	1231	4.00	3998
6.5	1.000	1231	3.25	4001
19.5	.300	\$1231	9.75	\$3601
13.0	.450	1231	6.50	3601
10.0	.585	1231	5.00	3601
8.0	.731	1231	4.00	3599
6.5	.900	1231	3.25	3601
19.5	.250	\$1231	9.75	\$3001
13.0	.375	1231	6.50	3001
10.0	.488	1231	5.00	3004
8.0	.609	1231	4.00	2999
6.5	.750	1231	3.25	3001
5.0	.975	1231	2.50	3001

9.13(a) The BOR and UFF agree that the intent of the conversion to a semester system in the 1981-82 academic year is to establish a common calendar for public higher education institutions in Florida. Although this conversion may necessitate a small increase or decrease in individual assignments for some employees, reasonable efforts shall be made to assure that the conversion to the semester system is not the reason for an increase in work assignments. Each employee for whom a significant increase is necessitated, as a result of the conversion, beyond the employee's prior academic year workload (if the workload represents the minimum full academic assignment of 12 contact hours or equivalent research and service, as described in §240.243, F.S.) shall be entitled to an appropriate compensating reduction in workload in the next one or two succeeding semesters. The parties agree that conversion from, for example, three 4-hour courses in a quarter to four 3-hour courses in a semester is not, in itself, a significant increase. In determining what constitutes a significant increase in the academic year workload, the overall effect on such elements as number of students taught, number of course preparations, number of laboratory preparations, number of office hours, amount of counseling, number

of written assignments, number of papers evaluated, and number of exams given shall be considered. The parties recognize that adjustments in work assignments may be necessary during the 1981-82 academic year for programmatic or other reasons that are unrelated to the conversion.

(b) Each employee who claims that the assignment violates the provisions of paragraph 9.13(a) may pursue the dispute pursuant to Article 20, Grievance Procedure, by filing a grievance within 25 days of the effective date of this Agreement.

9.14 The Board and UFF are dedicated to improving the quality of education offered in the SUS and so thoroughly endorse the state goals of reducing the faculty-student ratio in order to enhance the quality of instruction and maximize the opportunities for faculty to do quality research.

To aid the SUS in achieving these goals, the Board and UFF shall undertake a study of the workloads and faculty-student ratios of the top quartile of universities in the nation. If it should be the case that the universities in the Florida SUS do not meet the standards of these universities, then the Board and UFF shall develop and strongly urge the funding of a program to ensure that the workload and faculty-student ratios of the Florida SUS are at least comparable with those of the top quartile of the nation's universities. The study shall be completed and a full report prepared by July 1, 1982. If a program needs to be developed, that program shall be submitted to the Governor, the State Board of Education and the Legislative leadership by September 1, 1982.

ARTICLE 10 ANNUAL EMPLOYEE PERFORMANCE EVALUATION

10.1 Employees' performance shall be evaluated at least once annually and they shall be advised of the academic term during which such annual evaluation will be made. Personnel decisions shall take such annual evaluations into account, provided that personnel decisions need not be based solely on written employee performance evaluations.

10.2 The employee, if assigned teaching duties, shall be notified at least two weeks in advance of the date, time and place of any direct classroom observation or visitation made in connection with the employee's annual evaluation.

10.3 The evaluation shall be in writing and shall be discussed with the employee prior to being placed in the employee's evaluation file. The evaluation shall be signed by the person performing the evaluation, and by the person being evaluated,

who may attach a concise comment to the evaluation. A copy of the evaluation shall be made available to the employee.

10.4 Those persons responsible for supervising and evaluating an employee shall endeavor to assist the employee in correcting any performance deficiencies reflected in the employee's annual evaluation.

10.5 The annual performance evaluation shall be based upon assigned duties, and shall take into account the nature of the assignments, in terms, where applicable, of:

- (a) Teaching effectiveness, including effectiveness in presenting knowledge, information, and ideas by means or methods such as lecture, discussion, assignment and recitation, demonstration, laboratory exercise, practical experience, and direct consultation with students. The evaluation shall include consideration of effectiveness in imparting knowledge and skills, and effectiveness in stimulating students' critical thinking and/or creative abilities, and adherence to accepted standards of professional behavior in meeting responsibilities to students.
- (b) Contribution to the discovery of new knowledge, development of new educational techniques, and other forms of creative activity. Evidence of research and other creative activity shall include, but not be limited to: published books; articles and papers in professional journals; musical compositions; paintings, sculpture; works of performing art; papers presented at meetings of professional societies; and research and creative activity that has not yet resulted in publication, display, or performance. The evaluation shall include consideration of the employee's productivity, including the quality and quantity of what has been done during the year, and of the employee's research and other creative programs and contributions; and recognition by the academic or professional community of what is done.
- (c) Service on departmental, college, and university committees, councils, and senates; service in appropriate professional organizations; participation in meetings, symposia, conferences, workshops; participation in radio and television; and service on local, state and national governmental boards, agencies and commissions. Evaluation of service shall include consideration of contribution to:
 - (1) the orderly and effective functioning of the employee's academic unit (program, department, school, college) and/or the total university;

- (2) the university community;
 - (3) the local, state, regional and national communities, and scholarly and professional associations; and
 - (4) the development or revision of curriculum, course structure, or other elements of the professional obligation, as a result of changes in calendar.
- (d) Other assigned university duties, such as advising, counseling, and supervision of interns, or as described in a Position Description, if any, of the position held by the employee.
 - (e) Such other responsibilities as may be appropriate to the assignment.

ARTICLE 11 PERSONNEL EVALUATION FILE

11.1 There shall be one file in which all written materials used in the evaluation process are maintained. When evaluations and personnel decisions are made, the only documents which may be used are those contained in that file. Employees shall be notified upon request of the location of the personnel evaluation file and the identity of the custodian. A notice specifying the location of the official evaluation file shall be posted in each department or comparable unit.

11.2 An employee may examine the evaluation file, upon reasonable advance notice, during the regular business hours of the office in which the file is kept, normally within the same business day as the employee requests to see it, and under such conditions as are necessary to insure its integrity and safe-keeping. Upon request and the payment of a reasonable fee for photocopying, an employee may obtain copies of any materials in the evaluation file and may attach a concise statement in response to any item therein. A person designated by the employee may examine that employee's evaluation file with the written authorization of the employee concerned and subject to the same limitations on access that are applicable to the employee.

11.3 UFF agrees to indemnify and hold the Board, its officials, agents, and representatives harmless from and against any and all liability for any improper, illegal or unauthorized use by UFF of information contained in such evaluation files.

11.4 In the event a grievance proceeds to arbitration, the Board, UFF, the arbitrator, and the grievant shall have the right to use copies of materials from the grievant's evaluation file relevant thereto in the arbitration proceedings.

11.5 No anonymous material shall be placed in an evaluation file, except for student evaluations which are part of a regular evaluation procedure of classroom instruction.

11.6 Evaluative materials or summaries thereof prepared by peer committees as part of a regular evaluation system may be placed in an evaluation file when signed by a representative of the committee.

11.7 Materials shown to be contrary to fact shall be removed from the file. This section shall not authorize the removal of materials from the evaluation file when there is a dispute concerning a matter of judgment or opinion rather than fact. Materials may also be removed pursuant to the resolution of a grievance.

11.8 Except as noted above, only university and Board officials responsible for the supervision or evaluation of employees may inspect information reflecting evaluation of employee performance contained in such files except upon order of a court of competent jurisdiction.

ARTICLE 12 REAPPOINTMENT

12.1 All employees except: (1) those holding visiting appointments; or (2) those who are appointed for less than one academic year; or (3) those with less than five years continuous service who are on "soft money", e.g., contracts and grants, sponsored research funds, and grants and donations trust funds, are entitled to written notice that they will not be offered further appointment as follows:

- (a) for employees in their first two years of employment, one full semester;
- (b) for employees with two or more years of continuous service, one full year.

In the event of a break in service for more than one semester in one full year or more than two semesters in two full years, only service following such break shall be counted for purposes of determining length of service. Paid or unpaid leaves shall not be considered a break in service.

Employees not entitled to written notice of non-reappointment shall have the following statement included in their employment contracts:

"Your employment hereunder will cease on the date indicated. No further notice of cessation of employment is required."

12.2 An employee, other than one specified in 12.1 as not entitled to written notice of non-reappointment, who receives a written notice that the employee will not be offered further appointment shall be entitled upon request to a written statement of the basis for the decision not to reappoint within 25 days following such notice. Thereafter, the president or representative shall provide such statement within 25 days of such request. Such employee may not contest the decision under Article 20, Grievance Procedure, unless a grievance is filed within 25 days after the receipt of the statement and it is claimed that such action (1) violated the employee's constitutional rights or (2) violated a specific term of this Agreement. If such decision not to reappoint was based solely upon reasons which would form the basis for a layoff, then such employee shall have the rights of recall under Article 13, Layoff and Recall, and shall be so informed.

12.3 No appointment shall create any right, interest, or expectancy in any other appointment beyond its specific term, except as provided in Articles 13 and 15.1.

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

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

ARTICLE 13 LAYOFF AND RECALL

13.1 The following principles will govern the selection of employees to be laid off:

- (a) Tenure-earning position: No tenured employee shall be laid off if there are untenured employees in the layoff unit.
- (b) Others: No employee in a non-tenure earning position with more than five years of continuous service shall be laid off if there are any such employees with less than five years service in the layoff unit.

- (c) The provisions of (a) and (b) will apply unless the Board determines that an Affirmative Action employment program will be adversely affected.
- (d) Where employees are equally qualified under (a) or (b) above, those employees will be retained who, in the judgment of the Board or its representatives, will best contribute to the mission and purpose of the institution and the State University System.
- (e) No tenured employee shall be laid off solely for the purpose of creating a vacancy to be filled by an administrator entering the bargaining unit.

13.2 The university and Board shall make a reasonable effort to locate appropriate alternate or equivalent employment for laid-off employees, first within the university and second within the State University System, and to make known the results of the effort to the person affected.

13.3 Employees should be informed as soon as practicable, recognizing that it is desirable, where circumstances permit, to provide at least one year's notice to employees with three or more years of service and at least six-months notice to other employees.

13.4 For a period of two years following layoff, an employee who has been laid off and who is not otherwise employed in a full-time position shall be offered reemployment in the same or similar position at the university at which previously employed at the time of layoff should an opportunity for such reemployment arise. All persons on the recall list shall regularly be sent the SUS position vacancy announcements. For this purpose, it shall be the employee's responsibility to keep the university advised of the employee's current address. Should a vacancy occur at another university within the State University System, the employee may apply for that position and shall be considered therefor in accordance with the normal hiring procedures of that university. Any offer of reemployment pursuant to this section must be accepted within 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 reemployment is not accepted, the employee shall receive no further consideration pursuant to this Article. An employee who held a tenured appointment on the date of termination by reason of layoff shall resume the tenured appointment upon recall. The employee shall receive the same credit for years of service for purposes of layoff as held on the date of layoff.

13.5 The provisions of this article shall not apply to employees appointed to visiting positions or to those appointed for less than five years continuous service who are appointed

*At least less than
one academic year*

to positions funded from "soft money", e.g., contracts and grants, sponsored research trust funds, and grants and donations trust funds.

ARTICLE 14 PROMOTION PROCEDURE

14.1 Promotion decisions shall be based upon criteria specified by the Board or its representatives. All affected employees shall be given a copy of the criteria. The Board or its representatives may modify these criteria so long as the UFF Chapter President (in the case of the Board criteria, UFF) has been notified of the proposed changes and offered an opportunity to discuss such changes in consultation with the university president or representative (in the case of Board criteria, the Board). Changes in criteria shall not become effective until one full year following adoption of the changes, unless mutually agreed to in writing by the UFF Chapter President and the university president (in the case of Board criteria, the Board). In the event the criteria are developed or modified after the effective date of this Agreement, copies of such criteria shall be available for discussion by the members of the affected departments or equivalent units.

14.2 Promotion decisions are not merely a totaling of an employee's annual performance evaluations. Rather, the university, through its faculty, professional employees, and administrators, assesses the employee's potential for growth and scholarly contribution as well as past performance. Upon written request no more than every other year, beginning with the second full year of employment, employees eligible for consideration for promotion shall be apprised of their progress toward promotion. The purpose of the appraisal is to provide assistance and counseling to candidates to help them to qualify themselves for promotion. The appraisals are not binding upon the university.

14.3 Recommendations for promotion shall begin with the employee's supervisor and shall be submitted to the appropriate officials for review. Prior to the consideration of the employee's candidacy, the employee shall have the right to review the contents of the promotion file and may attach a brief and concise response to any material therein. It shall be the responsibility of the employee to see that the file is complete. If any material is added to the file after the commencement of consideration, a copy shall be sent to the employee, who may attach within five days thereafter a brief and concise response thereto.

Recommendations for promotion shall include a copy of applicable promotion criteria and, if the employee chooses, the

employee's promotion appraisal(s). The reviewers at any stage in the review may request to view the appraisal(s).

14.4 If an employee is denied promotion, the employee shall be notified by the appropriate administrative official within 10 days or as soon as possible thereafter of that decision. The notice shall be accompanied by a statement of the reasons why the promotion was denied.

ARTICLE 15 TENURE

15.1 A tenured employee may be terminated only for cause in accordance with the provisions of Article 16, Termination and Other Actions, or laid off in accordance with the provisions of Article 13, Layoff and Recall.

15.2 The decision to award tenure to an employee shall take into account the annual performance evaluations as well as the assessment by appropriate employees and administrators of the contribution the employee may be expected to make to the institution, and the needs of the department, college and university. The Board or its representatives shall make known to affected employees the criteria for tenure, and each employee eligible for tenure shall be apprised in writing once each year of the employee's progress toward tenure. The purpose of the appraisal is to provide assistance and counseling to candidates to help them to qualify themselves for tenure. The appraisals are not binding upon the university.

15.3 The Board or its representatives may modify the criteria for tenure so long as the UFF Chapter President (in the case of Board criteria, UFF) has been notified of the proposed changes and offered an opportunity to discuss such changes in consultation with the university president or representative (in the case of Board criteria, the Board). Changes in criteria shall not become effective until one full year following adoption of the changes, unless mutually agreed to in writing by the UFF Chapter President and the university president (in the case of Board criteria, the Board). In the event the criteria for tenure are developed or modified after the effective date of this Agreement, copies of such criteria shall be available for discussion by members of the affected departments or equivalent units.

15.4 Employees with the rank of Assistant Professor, Associate Professor, Professor and other employees the Board may designate (such as Assistant Librarians, Associate Librarians and Librarians at the University of Florida) shall be eligible for tenure. Universities may, by rule, make Assistant Professors ineligible for tenure. The universities' rule-making power to make Assistant Professors ineligible for

tenure shall apply only to employees appointed after January 1, 1982. Other employees shall be governed by the agreement in force at the time of their original appointment. The Board may designate other positions as tenure-earning and shall notify the employee of such status at the time or initial appointment. Tenure shall be in a department or other appropriate unit.

15.5 Except for employees who, by virtue of prior service credited at time of appointment, are eligible for consideration earlier, an employee shall normally be considered for tenure during the fifth year of continuous service in a tenure-earning position or, at the option of the employee and with the concurrence of the appropriate administrative officials, during the sixth such year in a tenure-earning position. Part-time service of an employee employed at least one full semester in any 12 month period shall be accumulated. For example, two semesters of half-time service shall be considered one-half year of service for purposes of tenure eligibility. By the end of six full years of service within the State University System, an employee eligible for tenure shall either be awarded tenure or given notice that further employment will not be offered. The notice shall be accompanied by a statement of reasons by the president or representative why tenure was not granted.

15.6 The decision of the Board to award or deny tenure shall be made by September 15 and the employee shall be notified in writing by the president within five days of the decision of the Board. An employee being considered for tenure prior to the sixth year may withdraw from consideration on or before April 15 without prejudice.

15.7 Recommendations for the awarding of tenure shall be made by the employee's supervisor and shall include a poll by secret ballot of the tenured members of the employee's department or equivalent unit. The performance of an employee during the entire term of employment at the institution shall be given consideration in determining whether to grant tenure. Recommendations regarding tenure shall include a copy of applicable tenure criteria and, if the employee chooses, the employee's tenure appraisals. The reviewers at any stage in the review may request to review the appraisals. Prior to the consideration of the employee's candidacy, the employee shall have the right to review the contents of the tenure file and may attach a brief and concise response to any materials therein. It shall be the responsibility of the employee to see that the file is complete. If any material is added to the file after the commencement of consideration, a copy shall be sent to the employee who, within five days thereafter, may attach a brief and concise response thereto.

15.8 Tenure may be granted at the time of initial appointment.

15.9 A tenured employee may transfer with tenure within the institution or to another university in the State University System if a vacancy exists and the employee is offered employment through the normal hiring process. The amount of prior SUS service creditable toward tenure at another university may, by mutual agreement, be all or part of such service. In the absence of mutual agreement, all such service shall be credited.

15.10 By the end of three full years of service within the State University System in a permanent status-earning position, employees in developmental research schools operated under the Board, excluding supervisors and principals, shall be granted permanent status or given notice that further employment will not be offered. This provision shall apply only to employees appointed after January 1, 1982. Other employees shall be governed by the agreement in force at the time of their original appointment. An employee with permanent status may be terminated only for cause in accordance with the provisions of Article 16, Termination and Other Actions, or laid off only in accordance with the provisions of Article 13, Layoff and Recall.

15.11 Authorized leaves of absence may, under the provisions of Article 17, Leaves, be credited toward eligibility for tenure.

ARTICLE 16 TERMINATION AND OTHER ACTION

16.1 Just cause shall be defined as:

- (a) incompetence; or
- (b) misconduct.

16.2 Termination. A tenured appointment or any appointment of definite duration may be terminated during its term for just cause. An employee shall be given written notice of termination at least six months in advance of the effective date of such termination, except that in cases of misconduct or where it appears to the president or representative that an employee's actions adversely affect the functioning of the university or jeopardize the safety or welfare of the employee, colleagues or students, the president or representative may give less than six months notice. When less than six months notice is given, the provisions of Article 16.6 shall apply. During the next six months period following notice, the employee may, in the discretion of the president, be reassigned.

16.3 Disciplinary Action Other Than Termination. The Board retains its right to impose other disciplinary action for just cause including, but not limited to, suspension with or without pay. Counseling shall not be considered disciplinary action under this section. In case of suspension without pay, the provisions of Article 16.6 shall apply.

16.4 Suspension Pending Investigation. The president or representative may immediately suspend an employee from the performance of duties where the president has reason to believe that the employee's presence on the job would adversely affect the operation of the university. Such suspension shall be with pay. Within two days, excluding weekends and official holidays, following such suspension, the president or representative shall cause a written notice, including a statement of the reason, to be served upon the employee.

16.5 All notices of disciplinary action shall include a statement of the reasons therefor. Any disciplinary action taken under provisions of this Article shall be subject to Article 20, Grievance Procedure.

16.6 Prior to the effective date of termination or suspension without pay, the employee shall receive written notice of the reasons therefor and have at least 10 days in which to respond in writing and/or orally to the president or representative.

ARTICLE 17 LEAVES

17.1-17.7 Compensated Leaves

17.1 Accrual During Leave with Pay. Employees shall accrue normal leave credits while on compensated leave in full pay status. Academic terms during which the employee is on compensated leave for more than 50 percent of the time shall not be creditable for the purpose of determining eligibility for tenure unless the employee elects otherwise at the time the leave is requested, whenever possible.

17.2 Holidays. Employees shall be entitled to observe all official holidays designated by the Department of Administration for state employees. No classes shall be scheduled on holidays. Classes not held because of a holiday shall not be rescheduled. Employees required to perform duties on holidays shall have their schedules adjusted to provide equivalent time off.

17.3 Sick Leave.

- (a) Earning of Sick Leave. Full-time employees shall earn four hours of sick leave for each biweekly pay

period, or major portion thereof, of employment without limitation as to the total number of hours that may be accrued. Part-time employees shall accrue sick leave at a rate directly proportional to the percent of time employed.

- (b) **Uses of Sick Leave.** An employee who is unable to perform duties because of a disability may use any and all accrued leave credits. A "disability" shall be defined as any physical or mental impairment of health, including such an impairment proximately resulting from pregnancy, which disables an employee from the full and proper performance of duty. An employee must take sick leave for those scheduled working hours during which, due to disability, the employee is unable to be on campus for classroom teaching or other activities or is unavailable for other assignment. A continuous period of sick leave commences with the first day of absence and includes all subsequent days until the employee returns to work. For this purpose, Saturdays, Sundays, and official holidays observed by the state shall not be counted unless the employee is scheduled to perform services on such days. During any seven day period, the maximum number of days of sick leave charged against any employee shall be five. At the discretion of the supervisor, an employee may use sick leave in reasonable amounts for absences resulting from illness or injury of a member of the employee's immediate family. At the discretion of the supervisor, an employee may use sick leave in reasonable amounts for absences resulting from the death of a member of the employee's family.
- (c) **Verification.** If an employee's absence due to disability exceeds four consecutive days, the university may require such employee to furnish verification of the disability in the form of a written statement from the attending physician.
- (d) **Transfer of Credits.** Upon transfer from one institution in the State University System to another, the full balance of accrued sick leave shall accompany the employee.
- (e) **Payment of Unused Sick Leave.** Payment for unused sick leave shall be governed by the provisions of Florida Statutes (1979), §112.20.

17.4 Job-Related Disability Leave. An employee who sustains a job-connected disability that is compensable under the Worker's Compensation Law shall be carried in full pay status for a period not to exceed seven calendar days without being required to use accrued sick or annual leave credits. If the employee

receives Worker's Compensation or other state paid benefits for this period of leave with pay, the employee shall reimburse the university the amount of the benefits. Such reimbursement shall not include payments for medical, surgical, hospital, nursing, or related expenses, or lump sum or scheduled payments of disability losses. If the employee is unable to resume work at the end of the seven calendar-day period, the employee shall be placed on leave without pay for a period not to exceed the duration of the disability or one year, whichever is less, provided that the employee may during such period use accrued leave credits, but in no case shall the sum of such salary payments and Worker's Compensation benefits exceed the amount of regular salary prior to the occurrence of the disability. If at the end of the one-year leave without pay period, the employee is still unable to return to work, the president or representative may, based upon a current medical certification, and taking the university's needs into account, (1) extend the employee's leave without pay status for a specific period, (2) terminate the employee's employment or, (3) if the employee is eligible, place the employee on disability retirement.

17.5 Annual Leave.

(a) Earning of Annual Leave.

- (1) Full-time calendar year employees shall earn annual leave at the rate of 1 5/6 days per month, or major portion thereof, of employment. Up to 44 days (352 hours) of annual leave may be accumulated. Academic year employees shall not accrue annual leave.
- (2) Part-time calendar year employees shall accrue annual leave at a rate directly proportionate to the time employed.

(b) Use of Annual Leave.

- (1) Annual leave shall be earned before being taken. All requests for annual leave shall be submitted by the employee to the supervisor as far in advance as possible and appropriate. Approval of the dates on which an employee wishes to take annual leave shall be at the discretion of the supervisor and shall be subject to the consideration of departmental and organizational scheduling.
- (2) Upon transfer of a calendar year employee from one institution to another within the State University System, up to 44 days of unused annual leave shall accompany the employee.

- (3) When a calendar year employee terminates employment or transfers from a calendar year to an academic year contract, the university shall pay the employee for up to 30 days of unused annual leave provided that a determination has been made by the university that the employee was unable to reduce the unused annual balance prior to transfer to the academic year contract, and that all accrued annual leave in excess of 30 days shall be forfeited by the employee.

17.6 Jury Duty and Court Appearances. An employee who is summoned as a member of a jury panel or subpoenaed as a witness, not involving the employee's personal litigation, shall be granted leave with pay and any jury or witness fees shall be retained by the employee, provided that no employee shall be given leave with pay for the purpose of appearing as an expert witness when the employee receives the usual and customary professional compensation for the appearance. If an employee is subpoenaed to represent the Board, a university or another state agency as a witness, such duty shall be considered a part of the employee's job assignment, and the employee shall be paid per diem and travel expenses and shall turn over to the university any fees received.

17.7 Military Leave.

- (a) Short-term Military Training. An employee who is a member of the United States Armed Forces Reserve, including the National Guard, upon presentation of a copy of the employee's official orders or appropriate military certification, shall be granted leave with pay during periods in which the employee is engaged in annual field training or other active duty for training exercises. Such leave with pay shall not exceed 17 calendar days in any one calendar year.
- (b) National Guard State Service. An employee 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 17 calendar days at any one time.
- (c) Other Military Leave. Other military leave, with or without pay, will be granted in accordance with applicable provisions of law. Military leave granted under this Article shall not affect an employee's annual or sick leave balance.

17.8 Uncompensated Leave. Upon the request of an employee, the president or representative shall grant a leave without pay for a period not to exceed one year, unless the president or representative states that granting such leave would be inconsistent with the best interests of the university. Such leave

may be extended upon mutual agreement. Upon return, the salary of the employee shall be adjusted to reflect all nondiscretionary increases distributed during the period of leave. 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 Florida Statutes, Chapter 121. While on leave without pay, the employee shall retain accumulated sick leave and annual leave, but shall not earn sick leave or annual leave. Time spent on uncompensated leave shall not be creditable for the purpose of determining eligibility for tenure, except by mutual agreement of the employee and the university.

17.9 Compulsory Disability Leave. If the president or representative believes that an employee is unable to perform assigned duties due to illness or injury, the president or representative may require the employee to submit to a medical examination by a physician chosen and paid by the university or by a physician chosen and paid by the employee and who is acceptable to the university and who shall submit a report to the university. If the medical examination confirms that the employee is unable to perform assigned duties, the president or representative shall place the employee on compulsory disability leave without pay at which time the employee shall be notified in writing of the duration of the compulsory leave period and the conditions under which the employee may return to work. An employee who is placed on compulsory disability leave shall be required to exhaust all earned leave credits prior to being placed on leave without pay.

If the employee is unable to return to work at the end of a compulsory leave period, based on a current medical certification, the president or representative may:

- (a) extend the leave without pay provided the university deems such leave to be justified and not detrimental to the operation of the university;
- (b) request the employee's resignation; or
- (c) terminate the employee's employment.

17.10 Maternity and Child Adoption. The university president or president's designee shall approve an employee's written request for leave of absence without pay when the employee is pregnant or is adopting a child. In the case of leave for maternity, the leave without pay may not exceed six months and should begin preceding delivery only to the extent of time considered advisable in consultation with a physician. Leave for child adoption purposes may not exceed six months and should begin no more than one month prior to placement of the child in the home. Accrued annual leave may be used during the approved leave period. Any illness caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery

therefrom shall be treated as a temporary disability and the employee shall be allowed to use accrued sick leave credits when certified by a physician that the illness or disability was caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom. Should any portion of the maternity leave be paid leave, the employee shall be entitled to accumulate all benefits granted under paid leave status.

ARTICLE 18 COPYRIGHTS AND PATENTS

Copyrights

18.1 An employee may procure copyrights, and receive the royalties resulting therefrom, for the employee's products provided (1) the ideas came from the employee, (2) the products were the result of the employee's independent labors, and (3) the university was not held responsible for any opinions expressed therein. If the products were in any way supported by university funds, personnel, facilities, equipment, or materials, the employee shall report to the president the employee's interest in having the product copyrighted.

Within 30 days after receiving such report, the president will inform the employee whether the university seeks an interest in the copyright, and a written contract shall thereafter be negotiated to reflect the interest of both parties. All such agreements shall comport with and satisfy any pre-existing commitments to outside sponsoring agencies, but the employee shall not commit any act which would tend to defeat the university's interest in the matter and shall take any necessary steps to protect such interest.

Patents

18.2 An employee shall disclose all patentable inventions and technological developments which the employee may develop or discover while an employee of the State University System. With respect to discoveries or inventions made during the course of approved outside employment, the employee may delay such disclosure, when necessary to protect the outside employer's interests, until the decision has been made whether to seek a patent.

18.3 All discoveries or inventions made outside the field in which the discoverer or inventor is employed by the institution and for which the university has provided no support are the private property of the inventor. The employee and the university may agree that the patent for any such discovery and invention be pursued by the university and the proceeds shared.

18.4 Except for discoveries or inventions made during the course of approved outside employment, a discovery or invention which is made in the field in which the investigator is employed by the university or by using university funds, facilities, materials, equipment, personnel or proprietary technological information, is the property of the university and the inventor shall share in the proceeds therefrom.

While an employee may, in accordance with Article 19, Outside Employment, engage in outside employment pursuant to a consulting agreement requiring waiver of the employee's rights to any patentable inventions or discoveries which arise during the course of such outside employment, the employee shall not, in doing so, sell or assign patent rights to inventions or discoveries conceived or developed as an employee of the Board. An employee who proposes to engage in such outside employment shall furnish a copy of this patents policy to the outside employer prior to or at the time the consulting agreement is executed.

18.5 Reporting Procedures. The employee shall report to the president the nature of the discovery or invention together with an outline of the project and the conditions under which it was done. If the university wishes to assert its interest in the patent, the president shall inform the employee within 30 days. The Board or its designated representatives shall conduct an investigation which shall assess the respective equities of the employee and the university in the invention or technological development, and determine its importance and the extent to which the university should be involved in its protection, development and promotion. The division of proceeds between the university and the employee generated by the licensing or assignment of patent rights or trade secrets shall be negotiated and reflected in a written contract between the Board and the employee. All such agreements shall comport with and satisfy any preexisting commitments to outside sponsoring agencies, but the employee 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.

18.6 A decision as to whether the Board will apply for the patent will be made within 120 days from the date of the disclosure to the president. In the event a contractor has been offered the option to apply for the patent, the Board will use its good offices in an effort to obtain such a decision within 120 days. At any stage of making the patent applications, or in the development of a patent secured, if it has not otherwise assigned to a third party the right to pursue its interests, the Board may withdraw and shall return the patent rights to the employee, in which case the patent shall be the employee's property, and none of the costs incurred by the Board or on its behalf shall be assessed against the inventor.

All assignments of or release of patents rights by the institution to the employee shall contain the provision that such invention and/or process, if patented by the employee, shall be available royalty-free for governmental purposes of the State of Florida.

ARTICLE 19 OUTSIDE EMPLOYMENT

19.1 The responsibility of employees is the full and competent performance of all duties pertinent to their employment. Outside employment which interferes with an employee's obligations to the State University System is prohibited. No employee shall claim to be an official university representative in connection with any outside employment.*

19.2 Any employee who proposes to engage in (a) any outside professional employment, or (b) any continuing business activity which may result in compensation of more than \$1,000 in any calendar year shall report in writing as soon as practical in advance to the president or representative the particulars of such employment, including the name of such employer, the location where such activity shall be performed, the nature of the activity and any intended use of university facilities, equipment, or personnel. The reporting provisions of this section shall not apply to activities performed wholly during a period in which the employee is assigned no professional duties with the State University System.

19.3 In the event the proposed outside employment is deemed by the president or representative to constitute a conflict of interest or other interference with the employee's duties, the matter shall be discussed with the employee within two weeks of receipt of the report.

If the matter is unresolved following this discussion, the employee may engage in the outside employment. If the president believes that a conflict of interest exists, the president may request an expedited arbitration hearing under Article 20, Grievance Procedure. Under this proceeding, the arbitrator shall be selected from the grievance arbitration panel within three days, shall hear the matter within one week, and shall issue a decision orally or in writing at the conclusion of the hearing or as soon thereafter as is

*Other provisions of state law may govern employee conflicts of interest and employees who receive state compensation in addition to their annual salary (e.g., compensation from another state agency, OPS payments in addition to salary, salary beyond 1.0 FTE, etc.). See Sections 112.3145 and 240.283, Florida Statutes (1979).

practicable but not later than three days following the close of the hearing. If the arbitrator determines that a conflict of interest exists, the employee shall turn over to the university any compensation earned from the outside employer and shall cease such outside employment immediately.

19.4 An employee may request to use university facilities and equipment in connection with outside employment. One condition for the approval of such request may be reimbursement for the use thereof.

19.5 Any outside employment not previously reported under existing rules shall be reported within 60 days of the execution of this Agreement. The report shall conform to the provisions of this Article.

ARTICLE 20 GRIEVANCE PROCEDURE AND ARBITRATION

20.1 Purpose. The parties agree that all problems should be resolved, whenever possible, before the filing of a grievance and encourage open communication between administrators and employees so that resort to the formal grievance procedure will not normally be necessary. The parties further encourage the informal resolution of grievances whenever possible. At each step in the grievance process, participants are encouraged to pursue appropriate modes of conflict resolution. The purpose of this Article is to promote a prompt and efficient procedure for the investigation and resolution of grievances. The procedures hereinafter set forth shall be the sole and exclusive method for resolving the grievances of employees.

20.2 Resort to Other Procedures. If prior to seeking resolution of a dispute by filing a grievance hereunder, or while the grievance proceeding is in progress, an employee seeks resolution of the matter in any other forum, whether administrative or judicial, the Board shall have no obligation to entertain or proceed further with the matter pursuant to this grievance procedure. Further, since the parties do not intend that this grievance procedure be a device for appellate review, the president's response to a recommendation of a hearing officer or other individual or group having appropriate jurisdiction in any other procedure shall not be an act or omission giving rise to a grievance under this procedure.

20.3 Definitions. As used herein:

- (a) The term "grievance" shall mean a dispute concerning the interpretation or application of a specific term or provision of this Agreement, subject to those exclusions appearing in other Articles of this Agreement.

- (b) The term "grievant" shall mean an employee or group of employees in a dispute over a provision of this Agreement which confers rights upon them, or UFF in a dispute over a provision of this Agreement which confers rights upon UFF. A grievance filed by a chapter of UFF which alleges a violation of its rights by a university shall be initiated at Step 1. A grievance filed by UFF which alleges a violation of its rights by the Board or two or more universities shall be initiated at Step 2. A grievance which involves employees at two or more universities shall be initiated by UFF at Step 2.

20.4 Representation. UFF shall have the exclusive right to represent any employee in grievances filed hereunder, provided employees may represent themselves or be represented by legal counsel. If an employee elects not to be represented by UFF, the Board shall promptly inform UFF in writing of the grievance. No resolution of any individually processed grievance shall be inconsistent with the terms of this Agreement and for this purpose UFF shall have the right to have an observer present at all meetings called for the purpose of discussing grievances.

20.5 Grievance Representatives. Within 30 days after the execution of this Agreement, UFF shall furnish to the Board a list of all persons authorized to act as grievance representatives and shall update the list as needed. The UFF grievance representative shall have the responsibility to meet all classes, office hours, and other duties and responsibilities incidental to the assigned workload. Some of these activities are scheduled to be performed at particular times. Such representative shall have the right during times outside of those hours scheduled for these activities to investigate, consult, and prepare grievance presentations and attend grievance hearings and meetings. Should any hearings or meetings with the president, Board or their representatives necessitate rescheduling of assigned duties, the representative may, with the approval of the appropriate administrator, arrange for the rescheduling of such duties or their coverage by colleagues. Such approval shall not be unreasonably withheld.

20.6 Appearances. When an employee participates during working hours in arbitration proceedings or in a grievance conference or meetings between the grievant or representative and the president or Board or either of their representatives, that employee's salary shall neither be reduced nor increased for time spent in those activities.

Prior to participation in any such proceedings, conferences, or meetings, the employee shall make arrangements acceptable to the appropriate administrator for the performance of the employee's duties. Approval of such arrangements shall

not be unreasonably withheld. Time spent in such activities outside regular working hours shall not be counted as time worked.

20.7 Grievance Forms. All grievances, requests for review, and arbitration notices must be submitted in writing on forms attached to this Agreement as Appendices C, D, and E, respectively, and shall be signed by the grievant. Except for the initial filing of the grievance, if there is difficulty in meeting any time limit, the UFF representative may sign such documents for the grievant. The president or representative may refuse consideration of a grievance not filed in accordance with this Article.

Formal Grievance Procedure

20.8 All grievances shall be filed with the president or representative, or in case of grievances initiated at Step 2, with the Chancellor or representative, within 25 days following the act or omission giving rise thereto, or the date on which the employee knew or reasonably should have known of such act or omission if that date is later. The grievant may, in the written grievance which is filed, request the postponement of any action in processing the grievance formally for a period of up to 25 days, during which period efforts to resolve the grievance informally shall be made. The initial such request shall be granted. Upon the grievant's written request, additional 25-day extensions should be liberally granted unless to do so would impede resolution of the grievance. Upon request, the president shall, during such postponement period(s), arrange an informal conference between the appropriate administrator and the grievant. The grievant shall have the right to representation by UFF during attempts at informal resolution of the grievance. The grievant may at any time terminate the postponement period by giving written notice to the president or representative that the grievant wishes to proceed with the Step 1 meeting provided for below. If the postponement period, or any extension thereof, expires without such written notice, the grievance shall be deemed informally resolved to the grievant's satisfaction and need not be processed further. The president or representative shall conduct a meeting with the grievant and the UFF representative no sooner than seven and no later than 15 days following, (1) receipt of the grievance if no postponement is requested, or (2) receipt of written notice that the grievant wishes to proceed with the Step 1 meeting.

In advance of the Step 1 meeting, the grievant shall have the right upon request to a copy of any identifiable documents relevant to the grievance. At the Step 1 meeting, the grievant shall have the right to present any evidence in support of the grievance and the grievant and/or the UFF representative and the president or representative shall discuss the grievance. The president or representative shall issue a written decision, stating the reasons therefor, within 25 days following the

conclusion of the meeting. All documents referred to in the decision and any additional documents presented by the grievant shall be attached to the decision together with a list of these documents.

20.9 Step 2. If the grievance is not satisfactorily resolved at Step 1, the grievant may file a written request for review with the Chancellor or representative within 25 days following receipt of the Step 1 decision. The Chancellor or representative and the representative of the grievant shall schedule a conference in Tallahassee for the purpose of reviewing the matter no sooner than seven and no later than 15 days following receipt of the request for review. The Chancellor or representative shall issue a written decision, stating the reasons therefor, within 25 days following the conclusion of the review conference.

20.10 Step 3. If the grievance has not been satisfactorily resolved at Step 2, UFF may, upon the request of the grievant, proceed to arbitration by filing a written notice of intent to do so. Notice of intent to proceed to arbitration must be filed with the Chancellor or representative within 25 days after receipt of the Step 2 decision and shall be signed by the grievant and the UFF president or representative. The filing of a notice to proceed to arbitration shall constitute a waiver of any rights to judicial review of agency action pursuant to Florida Statutes, Chapter 120. Only those acts or omissions and sections of the Agreement identified at Step 1 may be considered at subsequent steps. The grievance may be withdrawn at any time by the grievant or by the UFF representative at any point during Step 3.

20.11 Selection of Arbitrator. Representatives of the Board and UFF shall meet within 90 days after the execution of this Agreement for the purpose of selecting a fifteen-member Arbitration Panel. Within 14 days after receipt of a notice of intent to arbitrate, representatives of the Board and UFF shall meet for the purpose of selecting an arbitrator from the Panel. Selection shall be by mutual agreement or by alternately striking names from the Arbitration Panel list until one name remains. The right of the first choice to strike from the list shall be determined by the flip of a coin. If the parties are unable to agree to a panel of arbitrators, they shall follow the normal American Arbitration Association procedure for the selection of an arbitrator. The parties may mutually select as the arbitrator an individual who is not a member of the Arbitration Panel. The arbitration shall be held within 90 days following the selection of the arbitrator.

20.12 Authority of the Arbitrator. The arbitrator shall neither add to, subtract from, modify or alter the term or provisions of this Agreement. Arbitration shall be confined solely to the application and/or interpretation of this Agreement and the precise issue(s) submitted for arbitration. The

arbitrator shall have no authority to determine any other issue. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issues submitted.

Where an administrator has made a judgment involving the exercise of discretion, such as decisions regarding tenure or promotion, the arbitrator shall not substitute the arbitrator's judgment for that of the administrator. Nor shall the arbitrator review such decision except for the purpose of determining whether the decision has violated this Agreement. If the arbitrator determines that the Agreement has been violated, the arbitrator shall direct the university to take appropriate action. An arbitrator may award back salary where the arbitrator determines that the employee is not receiving the appropriate salary from the university, but the arbitrator may not award other monetary damages or penalties. If notice that further employment will not be offered is not given on time, the arbitrator may direct the university to renew the appointment only upon a finding that no other remedy is adequate, and that the notice was given so late that (1) the employee was deprived of reasonable opportunity to seek other employment, or (2) the employee actually rejected an offer of comparable employment which the employee otherwise would have accepted.

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

In all grievances except disciplinary grievances in accordance with Article 16, Termination and Other Actions, the burden of proof shall be on the employee. In disciplinary grievances, the burden of proof shall be on the Board.

20.13 Arbitrability. In any proceeding, the first matter to be decided is the arbitrator's jurisdiction to act, which decision the arbitrator shall announce. Upon concluding that the arbitrator has no such power, the arbitrator shall make no decision or recommendation as to the merits of the grievance. Upon concluding that the issue is arbitrable, the arbitrator shall normally proceed with the hearing at that time, provided that either party may seek judicial review of the arbitrator's decision as to jurisdiction and have the hearing on the merits of the grievance delayed until such review is completed, pursuant to Florida Statutes §682.03.

20.14 Conduct of Hearing. The arbitrator shall hold the hearing in the city where the grievant is employed, unless otherwise agreed by the parties. The hearing shall commence

within 21 days of the arbitrator's acceptance of selection, or as soon thereafter as is practicable, and the arbitrator shall issue the decision within 60 days of the close of the hearing or the submission of briefs, whichever is later, unless additional time is agreed to by the parties. The decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted. Except as expressly specified in this Article, the provisions of the Florida Arbitration Code, Florida Statutes, Chapter 682, shall not apply. Except as modified by the provisions of this Agreement, arbitration proceedings shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

20.15 Effect of Decision. The decision or award of the arbitrator shall be final and binding upon the Board, UFF, and the grievant, provided that either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction, pursuant to Florida Statutes §682.13.

20.16 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 and presenting its own case. The party desiring a transcript of the arbitration proceedings shall provide written notice to the other party of its intention to have a transcript of the arbitration made at least one week prior to the date of the arbitration. The party desiring such transcript shall be responsible for scheduling a stenotype reporter to record the proceedings. The parties shall share equally the appearance fee of the stenotype reporter and the cost of obtaining an original transcript and one copy for the party originally requesting a transcript of the proceedings. The requesting party shall, at its expense, photocopy the copy of the transcript received from the reporter and deliver the photocopy to the other party within five days after receiving the copy of the transcript from the reporter.

20.17 Time Limits. All time limits contained in this Article may be extended by mutual agreement of the parties; except that the time limits for the initial filing of a grievance may be extended only by agreement between the Board and UFF. Upon failure of the Board or its representatives to provide a decision within the time limits provided in this Article, the grievant or UFF, where appropriate, may appeal to the next step. Upon the failure of the grievant or UFF, where appropriate, to file an appeal within the time limits provided in this Article, the grievance shall be deemed to have been resolved by the decision at the prior step.

20.18 Notification. All grievances, requests for review, notices and decisions shall be transmitted in person or by certified or registered mail, restricted delivery, return receipt requested. In the event of a question as to the

timeliness of any grievance, request for review, notice or decision, the date of receipt shall be determinative. In the event that any action falls due on a Saturday, Sunday or holiday (as referred to in Article 17.2) the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.

20.19 Precedent. No complaint informally resolved or grievance resolved at either Step 1 or 2 shall constitute a precedent for any purpose unless agreed to in writing by the Chancellor or representative and UFF acting through its president or representative.

20.20 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 30 days prior to the date the grievance was initially filed in accordance with this Article or the date on which the act or omission occurred, whichever is later.

20.21 Processing. The filing or pendency of any grievance, or of arbitration proceedings, under this Article shall not operate to impede, preclude or delay the Board from taking the action complained of. Reasonable efforts, including the shortening of time limits when practical, shall be made to conclude the processing of a grievance prior to the expiration of the grievant's employment, whether by termination or failure to reappoint. In no event shall any employee, as a result of a pending grievance, receive compensation following cessation of employment.

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

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

ARTICLE 21 OTHER EMPLOYEE RIGHTS

21.1 Professional Meetings. Employees should be encouraged to and may, with the approval of the supervisor, attend professional meetings, conferences, and activities. Subject to the availability of funds, the employee'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.

21.2 Office Space. Each employee shall be provided office space which may be on a shared basis. The parties recognize the desirability of providing each employee with enclosed office space with a door lock, office equipment commensurate with assigned responsibilities, and ready access to a telephone. Each employee shall, consistent with building security, have reasonable access to the employee's office space and laboratories, studios, music rooms and the like used in connection with assigned responsibilities; this provision may require that campus security provide access on an individual basis.

21.3 Safe Conditions. Whenever an employee reports a condition which the employee feels represents a violation of safety or health rules and regulations or which is an unreasonable hazard to persons or property, such conditions shall be promptly investigated.

21.4 Tuition-free Courses. Subject to the approval of the receiving university, a permanent full-time employee with at least six months of service may take up to six credit hours of on-campus instruction per term tuition-free at any university within the State University System on a space available basis, limited to courses that do not increase the direct cost to the university.

21.5 Limitation on Personal Liability.

- (a) In the event an employee is sued for an act, event or omission which may fall within the scope of F.S. §768.28, the employee should notify the president's office as soon as possible after receipt of the summons commencing the action in order that the Board may fulfill its obligation. Failure to notify the employer promptly may affect the rights of the parties.
- (b) For information purposes, the following pertinent language of F.S. §768.28(9) is reproduced herein:

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

21.6 The Board and its representatives will to the extent permitted by state regulation and law provide travel advances upon request of up to 80 percent of budgeted expenses for authorized travel of longer than five consecutive days.

ARTICLE 22 PROFESSIONAL DEVELOPMENT PROGRAM AND SABBATICALS

22.1 Professional Development Leave. All employees with three or more years of service, except those who are tenured or who are serving in tenure-earning positions, may apply for leave at full pay for up to one semester for the purpose of taking academic course work, performing individual research, educational travel or observation, or other relevant activities which shall improve the employee's professional competence. Each year, each university shall grant at least one such leave per each 25 such employees, provided that:

- (a) Applications for such leave shall contain an appropriate outline of the project or work to be accomplished during the leave;
- (b) The university believes that completion of the project or work would improve the productivity of the department or function of which the employee is a part;
- (c) The employee agrees to return to university employment for at least one academic year following the conclusion of the leave;
- (d) An employee who fails to spend the time as stated in the application shall reimburse the university for the salary received during such leave;
- (e) Upon return to work, the employee shall submit a brief written report of activities during such leave;
- (f) Each university shall grant at least one such leave per year; and
- (g) No more than one employee in each department or other professional unit need be granted leave at the same time.

22.2 Other Study Leave.

- (a) Job-Required. An employee required to take academic course work as part of assigned duties shall not be required to charge to accrued leave time spent attending classes during the work day.
- (b) Job-Related. An employee may in the discretion of the supervisor be permitted to attend up to six credits of course work per semester during work provided that:
 - (1) the course work is directly related to the employee's professional responsibilities;

- (2) the supervisor determines that the absence will not interfere with the proper operation of the work unit;
- (3) the supervisor believes that completion of the course work would improve the productivity of the department or function of which the employee is a part; and
- (4) the employee's work schedule can be adjusted to accommodate such job-related study without reduction in the total number of work hours required per pay period.

Employees may in accordance with this Article use accrued annual leave for job-related study.

22.3 Sabbaticals.

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

(b) Types of Sabbaticals.

- (1) The Board will make available to each employee who applies, subject to the conditions set forth below, a sabbatical for two (2) semesters (i.e., one academic year) at half pay.
- (2) The Board will make available, subject to the conditions set forth below, at least forty (40) sabbaticals for one semester at full pay. These full-pay sabbaticals shall be distributed to each university in proportion to the number of eligible employees.

(c) Eligibility for Sabbaticals.

Full-time tenured employees with at least six years of full-time service within the State University System shall be eligible for sabbaticals.

(d) Application and Selection.

- (1) Applications for sabbaticals shall be submitted to the president of the university or representative in accordance with procedures established through the consultation process

(Article 2) at each university. Each application shall include a statement describing the program to be followed while on sabbatical, including any anticipated supplementary income and a statement that the applicant agrees to comply with the conditions of the sabbatical program as described in 22.3(e).

- (2) Sabbaticals at half pay shall be granted upon application, subject to the conditions set forth in this Article. If there are more applicants for one semester sabbaticals at full pay than available sabbaticals, a committee shall rank the applicants. The committee members shall be tenured employees elected by tenured employees. The committee chairperson shall be selected by the president. The committee, in ranking the applicants, shall consider the benefits of the proposed program to the employee, the university, and the profession; an equitable distribution of sabbaticals among colleges, divisions, schools, departments, and disciplines within the university; and the length of time since the employee was relieved of teaching duties for the purpose of research and other scholarly activities. The committee shall submit a ranked list of recommended employees to the president. The president shall make appointments from the list and consult with the committee prior to an appointment that does not follow the committee's ranking.

- (3) No more than one employee in a department or other professional unit need be awarded a sabbatical at the same time.

(e) Terms of Sabbatical Program.

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

sabbatical to the president or representative upon return to the university.

- (4) Employees shall not normally be eligible for a second sabbatical until six (6) years of continuous service is completed following the first.
- (5) Contributions normally made by the Board to retirement and social security programs shall be continued on a basis proportional to the salary received. Board contributions normally made to employee insurance programs and any other employee benefit programs shall be continued during the sabbatical.
- (6) Eligible employees shall continue to accrue annual and sick leave on a full-time basis during the sabbatical.
- (7) While on leave, an employee shall be permitted to receive travel and living expenses, fellowships, grants-in-aid or other financial assistance from sources other than the university to assist in accomplishing the purposes of the sabbatical. If such financial assistance is received, 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 employee's normal salary. Employment unrelated to the purpose of the sabbatical is governed by the provisions of Article 19, Outside Employment.

ARTICLE 23 SALARIES

23.1(a) The annual salary rate of all full-time employees shall correspond to a salary rate contained in the salary schedule in paragraph (c) below. Part-time employees shall be paid a salary rate representing a proportion of a step contained in the salary schedule determined by their fractional FTE appointment.

(b) Order of Salary Increase

To arrive at a full-time employee's 1981-82 salary rate, (1) begin with the employee's June 30, 1981 salary rate; (2) add any increase under F.S. §240.247 (adjustment for inequity based upon sex); (3) add the salary increase necessary to raise the salary by one incremental step on the salary schedule; and (4) add

any discretionary increase including a promotional increase.

(c) Salary Schedule

SALARY SCHEDULE

Step		Step		Step		Step	
Number	9-month 12-month	Number	9-month 12-month	Number	9-month 12-month	Number	9-month 12-month
1.0	6,060 7,405	19.5	11,515 14,070	38.0	21,879 26,736	56.5	41,572 50,800
1.5	6,166 7,535	20.0	11,716 14,317	38.5	22,261 27,203	57.0	42,299 51,689
2.0	6,274 7,667	20.5	11,921 14,567	39.0	22,651 27,680	57.5	43,039 52,594
2.5	6,384 7,801	21.0	12,130 14,823	39.5	23,047 28,164	58.0	43,793 53,514
3.0	6,495 7,938	21.5	12,342 15,082	40.0	23,451 28,657	58.5	44,558 54,451
3.5	6,609 8,076	22.0	12,558 15,346	40.5	23,861 29,159	59.0	45,339 55,404
4.0	6,725 8,217	22.5	12,778 15,615	41.0	24,278 29,669	59.5	46,132 56,373
4.5	6,843 8,362	23.0	13,002 15,887	41.5	24,704 30,188	60.0	46,939 57,360
5.0	6,962 8,508	23.5	13,229 16,166	42.0	25,136 30,716	60.5	47,761 58,364
5.5	7,084 8,657	24.0	13,460 16,449	42.5	25,576 31,253	61.0	48,597 59,385
6.0	7,208 8,808	24.5	13,696 16,737	43.0	26,024 31,801	61.5	49,448 60,424
6.5	7,335 8,963	25.0	13,936 17,030	43.5	26,479 32,357	62.0	50,313 61,482
7.0	7,463 9,119	25.5	14,179 17,328	44.0	26,942 32,923	62.5	51,194 62,556
7.5	7,593 9,279	26.0	14,428 17,631	44.5	27,413 33,500	63.0	52,090 63,651
8.0	7,727 9,441	26.5	14,680 17,939	45.0	27,893 34,085	63.5	53,002 64,765
8.5	7,861 9,606	27.0	14,937 18,253	45.5	28,382 34,682	64.0	53,929 65,898
9.0	7,999 9,775	27.5	15,198 18,573	46.0	28,878 35,289	64.5	54,872 67,052
9.5	8,139 9,945	28.0	15,464 18,897	46.5	29,384 35,907	65.0	55,833 68,226
10.0	8,281 10,119	28.5	15,735 19,228	47.0	29,898 36,535	65.5	56,809 69,419
10.5	8,426 10,297	29.0	16,010 19,565	47.5	30,421 37,174	66.0	57,803 70,634
11.0	8,574 10,477	29.5	16,290 19,907	48.0	30,953 37,826	66.5	58,815 71,870
11.5	8,723 10,661	30.0	16,576 20,256	48.5	31,495 38,486	67.0	59,845 73,128
12.0	8,876 10,846	30.5	16,866 20,610	49.0	32,046 39,161	67.5	60,892 74,408
12.5	9,031 11,036	31.0	17,161 20,971	49.5	32,607 39,846	68.0	61,957 75,710
13.0	9,190 11,230	31.5	17,461 21,337	50.0	33,177 40,543	68.5	63,042 77,035
13.5	9,351 11,426	32.0	17,767 21,711	50.5	33,758 41,252	69.0	64,145 78,383
14.0	9,514 11,626	32.5	18,078 22,091	51.0	34,349 41,975	69.5	65,268 79,755
14.5	9,681 11,830	33.0	18,394 22,478	51.5	34,950 42,709	*70.0	66,410 81,151
15.0	9,850 12,037	33.5	18,716 22,870	52.0	35,562 43,456		
15.5	10,022 12,247	34.0	19,044 23,271	52.5	36,184 44,217		
16.0	10,198 12,461	34.5	19,377 23,678	53.0	36,818 44,990		
16.5	10,377 12,680	35.0	19,716 24,093	53.5	37,462 45,778		
17.0	10,558 12,902	35.5	20,061 24,515	54.0	38,117 46,579		
17.5	10,742 13,127	36.0	20,412 24,943	54.5	38,784 47,394		
18.0	10,930 13,357	36.5	20,769 25,380	55.0	39,463 48,223		
18.5	11,122 13,591	37.0	21,132 25,824	55.5	40,154 49,068		
19.0	11,316 13,829	37.5	21,502 26,276	56.0	40,857 49,926		

*Salary steps continued to the extent necessary to accommodate the salaries of all employees.

23.2 Salary Incremental Steps

The salary rate of all employees who have not been given written notice of termination or discipline in accordance with Article 16.2 or written notice of non-reappointment in accordance with Article 12.1 shall be increased by one incremental step (or a proportion thereof for part-time employees) on the salary schedule.

23.3 Funds, at an annual rate equal to at least 3.5% of the June 30, 1981 salary rate of all employees, shall be distributed in a manner which results in employees' salary rates remaining on a salary schedule step during the 1981-82 academic year as follows:

- (a) Promotional increases shall be granted to full-time employees in the following amounts. Proportional increases shall be provided part-time employees.

To Assistant Professor, Assistant University School Professor, Associate in _____, and Assistant University Librarian, one incremental step,

To Associate Professor, Associate University School Professor, Research Associate (9166), Associate Curator (9151), Associate Research Scholar/Scientist, Associate Engineer, and Associate University Librarian, 1½ incremental steps,

To Professor, University School Professor, Curator (9150), Research Scholar/Scientist, Engineer, and University Librarian, 2½ incremental steps.

- (b) Discretionary increases.
- (c) Salary adjustments required by section 240.247, Florida Statutes.
- (d) Prior to making allocations of discretionary increases, the appropriate administrator should consider recommendations which may have been made through the collegial system of shared governance. The administrator retains the right to make the final decision concerning the allocations of such increases.
- (e) Complaints with respect to the amount of, and procedures leading to, the allocation of discretionary increases under Article 23.3(b) and (c)

shall not be grievable, except as they pertain to allegations of unlawful discrimination under Article 6.

23.4 Notification Procedures. All salary increases shall be allocated in accordance with the provisions of the notice contained in Appendix F of the Agreement. This notice shall be posted in all departments or other appropriate work locations for at least two weeks prior to the date on which the initial recommendation regarding salary increases are made. Upon request, employees shall be provided the opportunity to consult with the person or committee which makes the initial recommendation regarding salary increases.

23.5 Report to Employees. Each employee shall be sent a report, on the form prescribed in Appendix G, prior to the implementation of the salary increase.

23.6 Report to UFF. A report of the distribution of all salary increases, identifying the employee and the amount received in each of the categories, shall be made available to UFF by November 15, 1981. A copy of the report for each university shall be placed in the main library along with the documents prescribed in Article 7.

23.7 Increases specified by Article 23.1(a) shall apply to all employees, regardless of their length of service in the previous academic year. The increases provided in Article 23.2 shall apply to 12-month employees employed on or before June 30, 1981, and academic year employees employed prior to the end of the 1980-81 academic year. The increases provided in Article 23.3 shall apply to employees who have been employed at least one full quarter in the 1980-81 academic year. All increases shall be effective as follows:

- (a) For academic year employees, including developmental research school personnel and faculty members who begin their academic year during the summer term, at the beginning of their 1981-82 appointments.

(b) For all other employees, on September 1, 1981.

23.8(a) Nothing contained herein shall prevent employees whose salaries are funded by grant agencies from being allotted raises higher than those provided in this agreement.

- (b) Nothing contained herein shall prevent the Board from providing salary increases beyond the increases specified above, provided there all such increases shall be in the form of incremental steps or half steps.
- (c) In reaffirming their commitment to achieving quality higher education and to meeting the State's goal of bringing Florida's state universities into the top quartile of the states, the Board of Regents and United Faculty of Florida shall develop and strongly urge the funding of a program which will bring the average salaries of faculty members within the top quartile of the states.
- (d) The Board and UFF shall review the salaries of librarians, Developmental Research School employees, and contract and grant employees to identify appropriate national comparisons and shall develop and strongly urge the funding of a program to ensure that the salaries of those employees are as competitive in their respective professional markets as the salaries of ranked faculty are in theirs.
- (e) The studies and programs mentioned in (c) and (d) above shall be completed in time for consideration by the 1982 Legislature.
- (f) Employees on contracts or grants shall receive nondiscretionary salary increases equivalent to similar employees on regular funding provided that such salary increases are permitted by the terms of the contract or grant and provided further that adequate funds are available for this purpose in the contract or grant. In the event such salary increases are not permitted by the terms of the contract or grant, or in the event adequate funds are not available, the Board or its representatives shall seek to have the contract or grant modified to permit such increase.
- (g) Employees on contract or grants shall be eligible for consideration for discretionary increases equivalent to similar employees on regular funding, provided that such salary increases are permitted by the terms of the contract or grant and provided further that adequate funds are available for this purpose in the contract or grant. In the event such salary increases are not permitted by the terms of the contract or grant, or in the event adequate funds are not available, the Board or its representatives shall seek to have the contract or grant modified to permit such increase.

ARTICLE 24 FRINGE BENEFITS

24.1 The Board shall provide improvements in existing state-sponsored fringe benefits for employees to the extent authorized and funded by the State Legislature.

24.2 The parties agree to review the fringe benefits program available to employees. This review shall consider: an optional health maintenance program (individual and family); an optional state health insurance program; group life insurance program; state-paid disability income program; an optional dental health maintenance program; an ABC Plan--a fringe package of state contributed payments to each employee from which the employee may select coverage from an available package of programs; child care including after-school care; and appropriate early retirement programs and benefits for employees approaching retirement, such as:

- (1) programs to enable employees to reduce their percentage of employment with no loss in the accrual of retirement benefits--with the collateral effect of additional, available employment within the State University System;
- (2) programs with small reductions in duty-assignments, as a service-award, for the last academic year before retirement;
- (3) other optional retirement programs;
- (4) use of libraries and other facilities; and
- (5) continuation and/or conversion of term and other insurances, whenever feasible.

When an agreement is reached, the benefits and programs agreed upon shall be recommended to appropriate bodies.

ARTICLE 25 INSURANCE DEDUCTION

The Board agrees to provide one payroll deduction per employee per pay period for the UFF voluntary economic services programs. It is understood that all such programs and deductions will meet requirements of state and Board rules and regulations.

ARTICLE 26
DUES DEDUCTION

Pursuant to the provisions of section 447.303, Florida Statutes, the Board and UFF hereby agree to the following procedure for the deduction and remittance of UFF membership dues and uniform assessments.

26.1 Deductions. During the term of this Agreement, the Board, by and through the respective universities, agrees to deduct UFF membership dues and uniform assessments, if any, in an amount established by UFF and certified in writing by the UFF State Secretary-Treasurer to the Board, from the pay of those employees in the bargaining unit who individually and voluntarily make such request on a written check-off authorization form as contained in Appendix B to this Agreement.

Deductions will be made biweekly beginning with the first full pay period commencing at least seven full days following receipt by the university of check-off authorization. UFF shall give written notice to the Board of any changes in its dues or uniform assessments at least 45 days prior to the effective date of any such change.

26.2 Remittance. The dues and uniform assessments deducted, if any, shall be remitted by the Board to the UFF State Secretary-Treasurer on a biweekly basis, within 30 days following the end of the pay period. Accompanying each remittance shall be a list of the employees from whose salaries such deductions were made and the amounts deducted.

26.3 Termination of Deduction. The Board's responsibility for deducting dues and uniform assessments, if any, from an employee's salary shall terminate automatically upon either (1) 30 days written notice from the employee to the Board, the university personnel office and to UFF revoking that employee's prior check-off authorization, or (2) the transfer or promotion of the authorizing employee out of the bargaining unit. Employees who have valid dues checkoff authorizations filed with the university, whose dues checkoff is discontinued because of a leave without pay, shall have their dues checkoff resumed upon return to pay status within the bargaining unit.

26.4 Indemnification. UFF assumes responsibility for (1) all claims against the Board and the universities, including the cost of defending such actions, arising from their compliance with this Article, and for (2) all monies deducted under this Article and remitted to UFF. UFF shall promptly refund to the Board excess monies received under this article.

26.5 Exceptions. The Board will not deduct any UFF fines, penalties, or special assessments from the pay of any employee.

26.6 Termination of Agreement. The Board's responsibilities under this Article shall terminate automatically upon (1) decertification of UFF or the suspension or revocation of its certification by the Florida Public Employees Relations Commission, or (2) revocation of UFF's check-off privilege by the Florida Public Employees Relations Commission.

ARTICLE 27
MAINTENANCE OF BENEFITS

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

ARTICLE 28
MISCELLANEOUS PROVISIONS

28.1 No Strike or Lockout. The Board agrees that there will be no lockout Systemwide or at any of the universities during the term of this Agreement. UFF agrees that there will be no strike by itself or by any employees during the term of this Agreement.

28.2 Effect of Passage of Law. Any provision of this Agreement which is contrary to law, but becomes legal during the term of this Agreement, shall take immediate effect upon the enactment of such legislation.

28.3 Legislative Action. The Board and UFF agree that neither will attempt to influence or support changes in existing statutes or legislation which would change the terms of this Agreement.

28.4 Venue. For purposes of venue in any judicial review of an arbitrator's decision, the parties elect to submit themselves to the jurisdiction of the courts in Leon County, Florida. In an action commenced in Leon County neither the Board nor UFF will move for a change of venue based upon the defendant's residence in fact if other than Leon County.

28.5 Copies of Agreement. The Board agrees to provide UFF with 10,000 copies of the ratified Agreement for distribution to employees, to make additional copies of the Agreement available for examination at designated places at each university, and to provide a copy to each new employee upon hiring. If the employee does not receive a copy from the university as part of the hiring process, the employee may obtain one from the UFF chapter. UFF agrees to distribute

copies of the Agreement to current employees in the unit when the Agreement is ratified.

28.6 Class Titles.

- (a) Whenever the Board creates a new class, it shall designate such class as being either within or outside the bargaining unit and shall notify UFF. Further, if the Board revises the specifications of an existing class so that its bargaining unit designation is changed, it shall notify UFF of such new designation. Within 10 days following such notification, UFF may request a meeting with the Board or its representative for the purpose of discussing the designation. If, following such discussion, UFF disagrees with the designation, it may request the Florida Public Employees Relations Commission to resolve the dispute through unit clarification proceedings.
- (b) An employee may request a review of the appropriateness of the employee's classification by the appropriate university office. In case of disagreement with results of the review, the matter shall be discussed in accordance with Article 2, Consultation, but shall not be subject to Article 20, Grievance Procedure.

ARTICLE 29 SEVERABILITY

In the event that any provision of this Agreement (a) is found to be invalid or unenforceable by final decision of a tribunal of competent jurisdiction, or (b) is rendered invalid by reason of subsequently enacted legislation, or (c) shall have the effect of a loss to the State of Florida or to the State University System of funds, property or services made available through federal law, or (d) pursuant to Florida Statutes §447.309(3) can take effect only upon the amendment of a law, rule or regulation and the government body having such amendatory powers fails to take appropriate legislative action, then that provision shall be of no force or effect, but the remainder of the Agreement shall continue in full force and effect. If a provision of this Agreement fails for reason (a), (b) or (c) above, the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 30 AMENDMENT AND DURATION

30.1 The Agreement shall become effective on the date it is signed and remain in effect through June 30, 1984, with the following exceptions:

- 30.2(a) Salaries (Article 23) and Fringe Benefits (Article 24) shall be subject to renegotiation for the period beginning July 1, 1982. Negotiations shall begin upon the submission of a request by either party following the signing of this Agreement.
- (b) Salaries (Article 23) and Fringe Benefits (Article 24) and Supplemental Appointments (Article 9.12(c)) and any matters which are subject to studies pursuant to this Agreement shall be subject to renegotiation upon the submission of a request by either party between September 1, 1982 and October 1, 1982. Agreements resulting from such negotiations shall take effect upon mutual agreement, except that it is contemplated that agreements regarding supplemental appointments will take effect in time for the 1983 supplemental appointments.
- (c) Negotiations for a successor agreement shall begin upon request by either party between September 1, 1983 and October 1, 1983.
- (d) The dates for negotiations of the reopener or for negotiation of the successor agreement may be changed by mutual consent. If the Board and UFF fail to secure a successor agreement prior to the date upon which this Agreement expires, the parties may agree to extend this Agreement for any period of time.

30.3 In the event the Board and UFF negotiate a mutually acceptable amendment to this Agreement, such amendment shall be put in writing and become part of this Agreement upon ratification by both parties.

ARTICLE 31 TOTALITY OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in the Agreement, UFF had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at thereby are set forth in this Agreement, and that it shall constitute the entire and sole Agreement between the parties for its duration.

Therefore, the Board and UFF, during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter, whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

Nothing herein shall, however, preclude the parties from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement in writing.

ARTICLE 32 DEFINITIONS

As used in this Agreement, the term:

32.1 "bargaining unit" means those employees, collectively, represented for collective bargaining purposes by UFF pursuant to the certification of the Florida Public Employees Relations Commission dated April 2, 1976, as amended by the BOR-UFF Stipulation accepted by the Commission on November 1, 1977 and Commission Order 78E-205 of June 21, 1978.

32.2 "Board" or "Board of Regents" means the body established by Florida Statutes, Chapter 240, and its executive staff.

32.3 "break in service" means those absences following which the employee is treated as a new employee for purposes of computing seniority and years of service.

32.4 "continuous service" means employment uninterrupted by a break in service.

32.5 "days" means calendar days and "months" means calendar months.

32.6 "employee" means a member of the bargaining unit.

32.7 "supervisor" means the individual identified by the president or representative as having immediate administrative authority over bargaining unit employees.

32.8 "SUS" or "State University System" means the system of institutions and agencies within the jurisdiction of the Board of Regents.

32.9 "UFF" means United Faculty of Florida.

32.10 Number--The singular includes the plural.

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

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers and agents, have affixed their signatures this 20th day of November, 1981.

FOR THE
BOARD OF REGENTS:

C. DuBose Ausley
Chairman
Barbara W. Newell
Chancellor
Caesar J. Naples, Esq.
Chief Negotiator

Matthew J. Bufwack, Jr.
Gregg A. Gleason, Esq.
Elisabeth E. Murray
James J. Parry, Esq.
Harry Antrim
Robert A. Bryan
Albert C. Hartley
Frank E. Juge
Catherine Longstreth
John G. Martin
Kenneth M. Michels
John Minahan
Gertrude L. Simmons
Augustus Turnbull
Ilona Turrisi
Steven G. Wenzel, Esq.
Gregory Wolfe

FOR THE
UNITED FACULTY OF FLORIDA:

Ken Megill
President
Chris Snodgrass
Chief Negotiator

Margaret Menzel
Romeo Massey
Dan Ward
Butler Waugh
Carl Whitman

Appendix A
CLASS TITLES IN BARGAINING UNIT

All employees in the following positions holding regular, visiting, provisional, research, affiliate, or joint appointments are included in the bargaining unit certified by PERC:

9001 — Professor
9002 — Associate Professor
9003 — Assistant Professor
9004 — Instructor
9005 — Lecturer
9006 — Graduate Research Professor
9007 — Distinguished Service Professor
9016 — University School Professor
9017 — University School Associate Professor
9018 — University School Assistant Professor
9019 — University School Instructor
9063 — Associate Chairperson and Professor
9064 — Associate Chairperson and Associate Professor
9065 — Associate Chairperson and Assistant Professor
9066 — Assistant Chairperson and Professor
9067 — Assistant Chairperson and Associate Professor
9068 — Assistant Chairperson and Assistant Professor
9069 — Assistant Chairperson and Instructor
9070 — Area Chairperson and Professor
9071 — Area Chairperson and Associate Professor
9072 — Area Chairperson and Assistant Professor
9115 — Coordinator
9116 — Coordinator and Professor
9117 — Coordinator and Associate Professor
9118 — Coordinator and Assistant Professor
9119 — Coordinator and Instructor
9120 — Associate in _____
9121 — Assistant in _____
9126 — Program Director
9127 — Program Director and Professor
9128 — Program Director and Associate Professor
9129 — Program Director and Assistant Professor
9130 — Program Director and Instructor
9144 — Athletic Head Coach
9145 — Athletic Coach
9147 — Assistant Athletic Coach
9148 — Athletic Trainer
9150 — Curator
9151 — Associate Curator

9152 — Assistant Curator
 9160 — Research Scholar/Scientist
 9161 — Associate Research Scholar/Scientist
 9162 — Assistant Research Scholar/Scientist
 9163 — Engineer
 9164 — Associate Engineer
 9165 — Assistant Engineer
 9166 — Research Associate
 9167 — Counselor/Advisor and Professor
 9168 — Counselor/Advisor and Associate Professor
 9169 — Counselor/Advisor and Assistant Professor
 9170 — Counselor/Advisor and Instructor
 9172 — Physician's Assistant in _____
 9173 — Counselor/Advisor
 9244 — Technical Marine Advisor
 9334 — Computer Research Specialist
 9380 — University Librarian
 9381 — Associate University Librarian
 9382 — Assistant University Librarian
 9383 — Instructor Librarian
 9394 — Cooperative Education Coordinator
 9395 — Curator
 9396 — Associate Curator
 9401 — Instructional Specialist
 9410 — Assistant Radio/Television News Director
 9419 — University Research Editor
 9420 — Research Associate
 9434 — University Counseling Psychologist
 9435 — Counselor to Students
 9460 — University Psychiatrist
 9461 — Clinical Psychologist
 9462 — University Physician
 9463 — University Veterinarian
 9464 — Physician's Assistant
 9475 — Staff Physicist
 9480 — Department Head and University Librarian
 9481 — Department Head and Associate University Librarian
 9482 — Department Head and Assistant University Librarian
 9484 — Assistant Department Head and University Librarian
 9485 — Assistant Department Head and Associate University Librarian
 9486 — Assistant Department Head and Assistant University Librarian
 9490 — University Dentist
 9495 — Student Counseling Specialist

Together with chairpersons (9060-9062) in the following universities, divisions, schools or colleges:

Florida Atlantic University

Florida International University
 College of Arts and Sciences
 School of Education
 School of Health and Social Services*

Florida State University
 Divisions I, II, and IV*

University of Florida
 College of Liberal Arts and Sciences
 College of Education
 College of Business Administration
 College of Fine Arts
 College of Physical Education, Health and Recreation

University of South Florida**
 College of Arts and Letters
 College of Natural Sciences
 College of Social and Behavioral Sciences

*As in original 1976 Certification. Current status will be clarified by PERC.

**Status of Department Chairs in College of Education to be clarified by PERC.

Appendix B
DUES CHECK-OFF AUTHORIZATION FORM

I authorize the Florida Board of Regents, through the university, to deduct from my pay, biweekly starting with the pay for the first full pay period commencing not earlier than seven full days from the date this authorization is received by the university, membership dues and uniform assessments of the United Faculty of Florida in such amount as may be established from time to time in accordance with the constitution and bylaws of the UFF and certified in writing to the Florida Board of Regents by the UFF and I direct that the sum or sums so deducted be paid over to the UFF.

This authorization shall continue until either (1) revoked by me at any time upon thirty days written notice to the Florida Board of Regents, University Personnel Office and to UFF, or (2) my transfer or promotion out of this bargaining unit.

Date: _____
(Employee's Signature)

(Social Security Number) (Name-printed)

(Department) (University)

Effective date if later than above _____

Please return to your chapter treasurer or UFF State Office, 201 S. Monroe, Suite 201, Tallahassee, Florida 32302.

Appendix C
GRIEVANCE

Name: _____ Date: _____
UFF Grievance Representative:

University: _____ Name: _____

College: _____ Mailing Address: _____

Department: _____

Office Phone: _____

Other address to which mailings pertaining to the grievance shall be sent: (If grievant is represented by UFF, all university communications should go to the UFF grievance representative.)

Provision(s) of Agreement violated: Article(s) _____,
Section(s) _____

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

Remedy sought:

I will be represented in this grievance by: (check one)

UFF ☐ Legal Counsel ☐ I will represent myself ☐

UFF grievance representative's signature _____
(If UFF is representing the grievant, a UFF grievance representative should sign here.)

I (do) ☐ (do not) ☐ want a postponement for up to 25 days to seek informal resolution of this grievance.

I understand and agree that by filing this grievance, I waive whatever rights I may have under Chapter 120 of the Florida Statutes with regard to the matters I have raised herein and under all other university procedures which may be available to address these matters.

This grievance was filed with the President's office on _____
by (check one) mail (certified or registered; restricted delivery; return receipt requested) _____; personal delivery _____.

Signature of Grievant

Appendix D
REQUEST FOR REVIEW OF STEP 1 DECISION

Date: _____

Name of Grievant: _____

Office Address: _____

Date of Step 1 Decision: _____

I hereby request that the Chancellor or representative review the attached decision made in connection with the attached grievance because:

I received the decision on _____, and filed this request for review with the Chancellor's office on _____, by (check one) mail (certified or registered; restricted delivery; return receipt requested) _____; personal delivery _____.

Signature of Grievant

I am represented in this grievance by: (check one)

UFF ☐ Legal Counsel ☐ I will represent myself ☐

UFF grievance representative's signature _____

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

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

Appendix E
NOTICE OF ARBITRATION

Date: _____

The United Faculty of Florida hereby gives notice of its intent to proceed to arbitration in connection with the decision of the Chancellor's office dated _____ in the grievance of _____.

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

This notice was filed with the Chancellor's office on _____ by (check one) mail (certified or registered; restricted delivery; return receipt requested) _____; personal delivery _____.

Signature of UFF Representative

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

Signature of Grievant

Appendix F
SALARY INCREASES 1981-82

- I. In accordance with the 1981 legislatively mandated settlement of the bargaining impasse salary increases for 1981-82 shall be provided in the following manner:
 - A. Promotions. Promotional increases shall be granted to full-time employees in the following amounts. Proportional increases shall be provided part-time employees.
 - To Assistant Professor, Assistant University School Professor, Associate in _____, and Assistant University Librarian, one incremental step;
 - To Associate Professor, Associate University School Professor, Research Associate (9166), Associate Curator (9151), Associate Research Scholar/Scientist, Associate Engineer, and Associate University Librarian, one and one-half incremental steps;
 - To Professor, University School Professor, Curator (9150), Research Scholar/Scientist, Engineer, and University Librarian, two and one-half incremental steps.
 - B. Statutorily Required Equity Increases. Equity increases shall be granted to correct salary inequities based upon sex in accordance with Section 240.247, Florida Statutes.
 - C. Salary Incremental Steps. The salary rate of all employees who have not been given written notice of termination or discipline in accordance with Article 16.2 or notice of non-reappointment as provided in Article 12.1 shall be increased by one incremental step (or proportion thereof for part-time employees) on the salary schedule.
 - D. Other Discretionary Increases.
- II. Order of Salary Increases.
 - A. Adjustment for inequity based on sex (paragraph B above).
 - B. Salary incremental step (paragraph C above).
 - C. Promotion increases (paragraph A above).
 - D. Other discretionary increases (paragraph D above).
- III. The increases described in paragraph II.B., above, shall apply to 12-month employees employed on or before June 30, 1981, and academic year employees employed prior to the end of the 1980-81 academic year. The increases described in paragraphs II.A., C. and

D., above, shall apply to employees who have been employed at least one full quarter in the 1980-81 academic year.

IV. All increases shall be effective as follows:

A. Academic year employees, including developmental research school personnel and employees who begin their academic year during the summer term, shall have their increases effective at the beginning of their 1981-82 appointments.

B. All other employees shall have their increases effective September 1, 1981.

V. The person(s) making the initial recommendation for this area is (are):

Name(s):

Office(s):

If you wish to consult with the person(s) regarding the recommendation for salary increases, please contact him or her prior to:

All employees have the right to consult with the person(s) making the initial recommendation regarding salary increases. All employees will be notified prior to the effective date of the salary increase of the amount of increase and the categories in which the salary increase are distributed.

Appendix G
SALARY INCREASE NOTIFICATION

Date:

Name:

According to the 1981 legislatively mandated settlement of the bargaining impasse, your salary increase is:

Statutorily required equity adjustment: \$

Salary Incremental Step: \$

Discretionary Increase: \$

Promotion from _____ to _____ : \$

The recommendation for your salary increase was prepared by:

You may request a conference to discuss this increase.

