



AGREEMENT

Board of Regents, State
University System of Florida,
and United Faculty of Florida.

AGREEMENT BETWEEN

BOARD OF REGENTS

STATE UNIVERSITY SYSTEM
OF FLORIDA

AND

UNITED FACULTY OF FLORIDA

1976-1978

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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

Pursuant to the certification of the Florida Public Employees Relations Commission, dated April 2, 1976, the Board 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 such certification. 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.

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. 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 academic quarter 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 with UFF chapter representatives at least once each academic quarter according to the same procedure.

2.3 The directors of developmental research schools or their representatives shall meet with UFF chapter representatives at least once each academic quarter according to the same procedure. Included among the matters to be discussed shall be the feasibility of a duty-free lunch period.

2.4 The academic calendar for 1976-77 and the work obligation flowing therefrom having been fixed, the parties agree to use consultation with the Chancellor or representatives pursuant to this Article to study the definition of the work obligation deriving from the 1977-78 calendar.

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 for meetings and all other services on the same basis as other university-related organizations. In the use of campus mail, UFF may be required to address all mail.

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.

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

The parties recognize the obligations imposed upon them by the Civil Rights Act of 1964, Florida Statutes §112.041(1) and by other federal and State laws prohibiting discrimination and reiterate their support for the concepts of Affirmative Action and Equal Employment Opportunity within the State University System. Neither the Board nor UFF shall discriminate against any employee based upon race, color, sex, religious creed, national origin, age, handicap, 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.

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) published rules of the Board; (d) that university's operating budget; and (e) that university's published rules.

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, advertise such appointment vacancies, receive applications and screen candidates therefor, and make such appointments as it deems appropriate under such standards, qualifications, and criteria.

8.2 All bargaining unit vacancies shall be advertised throughout the State University System through 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.

8.3 All appointment contracts or letters of appointment shall be in writing, signed by the President or representative and the employee and shall contain the following elements:

- (a) Date;
- (b) Professional Classification System title, class code, and rank;
- (c) Employment unit (e.g., department, college, institute, area, center, etc.);
- (d) The length of the appointment;
- (e) Special conditions of the employment;
- (f) 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;
- (g) Tenure status;
- (h) Prior service credited for tenure and/or promotion;
- (i) Salary; and
- (j) The median salary and salary range, if any, for the rank or job classification.

8.4 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.

Article 9 ASSIGNMENT OF RESPONSIBILITIES

9.1 Each employee shall be apprised in writing at the beginning of each year of the duties and responsibilities in teaching, research and other creative activities, and service being assigned for that year. Thereafter, the employee shall be notified in writing before the beginning of each quarter of any changes which become necessary in that assignment. The written assignment shall also reflect any specific responsibilities, other than such teaching, research, and service activities, which the employee is expected to perform.

9.2 Prior to making the assignments, the person responsible shall consult with the employee. During such consultation, an employee may request which three of four quarters the employee wishes to work and this request shall be honored where appropriate. Available assignments for a fourth quarter shall be offered equitably and as appropriate to qualified employees in sufficient time to allow voluntary acceptance or rejection. Such consultation shall also provide the opportunity for the employee to express concerns, if any, regarding:

- (a) the employee's qualifications 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, 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.

9.3 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 obligations 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.

Nevertheless, in the exercise of the Board's authority, no employee's workload or schedule should be arbitrarily and capriciously imposed. If an employee believes that the workload or schedule has been so imposed, the employee should take the matter up with the individual who has the responsibility for making the assignment. If the discussion at the department or equivalent level does not resolve the dispute, the matter may be discussed with the dean or other appropriate administrator. Disputes not resolved at this level may be taken by UFF to the President or representative pursuant to Article 2, Consultation. Instead of Article 20, Grievance Procedure, the following procedures shall be available for the resolution of workload and schedule disputes arising hereunder and not resolved prior to or during such consultation. If no satisfactory resolution is accomplished after consultation with the President, UFF may refer the matter to a neutral umpire selected from the same panel established pursuant to Article 20, Grievance Procedure. The umpire shall hear the dispute and determine whether or not the employee's workload or schedule has been arbitrarily and capriciously imposed. Such determination shall be binding upon the Board, UFF, and the employee. Upon a finding that the workload has been so imposed, the Chancellor or designee shall take appropriate corrective action.

9.4 Assignments to a second instructional location more than 15 miles from the employee's principal place of employment which are not specified in the annual appointment shall be voluntary. 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. Travel time shall be credited toward workload at the rate of $\frac{1}{3}$ hour for each hour of travel time.

9.5 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.

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

9.7 The work week for all employees who are assigned specific hours shall not normally exceed 40 hours. Appropriate reduction in the number of hours scheduled may as a matter of discretion be made in recognition of evening, night and weekend assignments, and for periods during which an employee is on call. 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.

9.8 The normal academic year shall consist of three quarters. Employees assigned to an academic year shall receive $33\frac{1}{3}$ percent of their annual salary for each quarter. Compensation for a fourth quarter shall be at the rate of $33\frac{1}{3}$ percent of the academic year salary.

9.9 The year of service for employees in developmental research schools shall be 196 days of service.

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

Article 10 EVALUATION

10.1 Employees shall be evaluated at least once annually by the Board or its representatives and shall be advised of the quarter during which such annual evaluation will be made. The employee shall be notified at least two weeks in advance of the date, time, and place of any direct observation or visitation made in connection with the employee's annual evaluation. 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. Those persons responsible for supervising and evaluating an employee shall endeavor to assist the employee in correcting any performance deficiencies reflected therein. Personnel decisions shall take such evaluations into account; provided, that no personnel decision need be based solely on written employment performance evaluations.

10.2 The criteria for evaluating employees shall be based upon their assigned duties, 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 the 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 current 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 long-term 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; and
 - (3) the local, state, regional, and national communities, and scholarly and professional associations.

- (d) Other assigned university duties, such as advising, counseling, supervision of interns, and other professional activity.
- (e) Such other criteria as may be appropriate to the assignments.

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.

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, and under such conditions as are necessary to insure its integrity and safekeeping. 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. If student evaluations and evaluative materials prepared by other employees as a part of a regular evaluation system are summarized, as is the case with standardized forms, then the results or outcome shall become a part of the file but anonymous individual comments shall not. All student evaluations which document such summaries must be available to the employee.

11.6 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.

11.7 Except as noted above, only university and Board officials responsible for the supervision or evaluation of employees shall have access to such files except upon order of a court of competent jurisdiction.

Article 12 REAPPOINTMENT

12.1 All non-tenured employees except those appointed for less than one academic year or appointed to visiting positions are entitled to written notice that they will not be offered further appointment as follows: one full quarter prior to the expiration of the appointment for employees in their initial year, two full quarters prior to the expiration of the appointment for employees in their second year of employment, and four full quarters prior to the expiration of the appointment for those with two or more years of continuous service. In the event of a break in service for more than one quarter in four or more than two quarters in eight, only service following such break shall be counted for purposes of determining length of service pursuant to this Article. Paid or unpaid leaves shall not be considered a break in service.

12.2 Any employee shall be entitled upon request to a written statement of the basis for the decision not to reappoint within 30 days following the notice of such decision. Thereafter, the President or representative shall provide such statement within 20 days of such request. An employee may not contest the decision under Article 20, Grievance Procedure, unless a grievance is filed within 20 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.

12.3 If the decision not to reappoint was based solely upon reasons which would form the basis for a layoff, then the employee shall have the rights of recall under Article 13, Layoff and Recall.

12.4 No appointment shall create any right, interest, or expectancy in any other appointment beyond its specific term.

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

Article 13
LAYOFF AND RECALL

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

- (a) Tenure earning positions: 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 (for employees at the New College of the University of South Florida, the same or similar position at the New College) 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 quarter 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.

Article 14
PROMOTION PROCEDURE

Promotion decisions shall be based upon criteria specified by the Board or its representatives and made known to the affected employees. Recommendations for promotion shall begin with the employee's supervisor and be submitted to the appropriate administrative officials for review. If approved, the recommendations shall be transmitted to the President for final action.

Article 15
TENURE PROCEDURE

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 only in accordance with the provisions of Article 13, Layoff and Recall.

15.2 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. At Florida State University, assistant professors, pursuant to that university's rule, are not eligible for tenure unless the rule is changed. The Board may designate other positions as tenure-earning and shall notify the employee of such status at the time of initial appointment. Tenure shall be in a department or other appropriate unit.

15.3 Except for employees who, by virtue of prior service credited at the time of appointment, are eligible for consideration earlier, an

employee shall normally be considered for tenure during the fifth year of continuous service 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 shall be accumulated. For example, two years of half-time service shall be considered one full year of service. 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.

15.4 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 5 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.

15.5 The performance of an employee during the entire term of employment at the institution shall be considered in determining whether to grant tenure.

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

15.7 Employees of the New College of the University of South Florida shall, for the purposes of determining tenure eligibility and the amount of notice due if they are not to be reappointed, be credited with service rendered since the New College was attached to the University of South Florida. Service prior to such date may be credited, in whole or in part, for purposes of tenure eligibility. The University of South Florida President or representative shall notify each New College employee in writing, prior to June 15, 1977, of such prior service, if any, to be credited to the employee. Tenure decisions for New College employees shall be made as they are for other University of South Florida employees in accordance with the provisions of this Article.

15.8 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.

15.9 Employees in developmental research schools operated under the Board, excluding supervisors and principals, shall be eligible for permanent status upon reappointment to the fourth year of continuous service. An employee with permanent status may be terminated only for cause in accordance with the provisions of Article 16, Termination and Other Action, or laid off only in accordance with the provisions of Article 13, Layoff and Recall.

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

Article 16

TERMINATION AND OTHER ACTIONS

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 make the termination effective immediately. During the 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.

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.

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 quarters 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 except by mutual agreement of the employee and the university.

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. Employees who are employed 50 percent or more but less than 100 percent of full-time shall accrue sick leave on a basis 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 discretion of the supervisor, an employee may use sick leave in reasonable amounts for absences resulting from the 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 for Unused Sick Leave. Payment for unused sick leave shall be governed by the provisions of Florida Statutes, §112.20.

17.4 Job-Related Disability Leave. An employee who sustains a job-connected disability that is compensable under the Workmen'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 Workmen'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 Workmen'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 specified period, or (2) terminate the employee's employment or, 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 who are employed 50 percent or more 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 his 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 for up to two successive one-year periods. 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.

17.10 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.

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 20 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 20 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 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.

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 application, 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 patent 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 an academic quarter 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 one week 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 3 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 practicable but not later than 3 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. 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 UFF or which involves employees at two or more universities shall be initiated 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 as attached to this Agreement at 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 and later file a copy signed by the grievant. The President or representative may refuse consideration of a grievance not filed in accordance with this Article.

Formal Grievance Procedure

20.8 Step 1. Grievances which involve a decision not to reappoint or to terminate an employee's employment shall be filed with the President or representative within 20 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. All other grievances shall be filed with the President or representative within 30 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 30 days, during which period efforts to resolve the grievance informally shall be made. The initial such request shall be granted. Upon the grievant's written request, additional 30-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 7 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. The President or representative shall issue a written decision, stating the reasons therefor, within 20 days following the conclusion of the meeting. In the event the decision at Step 1 refers to documents not requested or presented by the grievant, copies of such documents shall be attached to the decision.

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 20 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 7 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 20 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 30 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.

20.12 Authority of the Arbitrator. The arbitrator shall neither add to, subtract from, modify, or alter the terms or provisions of this Agreement. Arbitration shall be confined solely to the application and/or interpretation of this Agreement and the precise issue(s) submitted for arbitration. The arbitrator shall 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 30 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. Any party desiring a transcript of the proceedings shall bear the cost. The cost of any transcripts required by the arbitrator shall be divided equally between the parties.

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.

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 Parking. There shall be no increase in parking fees during the term of this Agreement unless required to meet existing contractual obligations of the Board.

21.4 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 condition shall be promptly investigated.

21.5 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 per quarter tuition-free at any university within the State University System on a space available basis.

Article 22

PROFESSIONAL DEVELOPMENT PROGRAM

22.1 Professional Development. All employees with 3 or more years of service except those with the ranks of professor, associate professor, assistant professor, instructor, and lecturer, may apply for leave at full pay for up to one quarter 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 may grant 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 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; and
- (f) each university may grant at least one such leave per year.

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 6 quarter hours of course work per quarter during work hours 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.

Article 23

SALARIES

23.1 From the educational and general budget, \$538,381 shall be set aside for distribution in accordance with results of studies for the correction of salary inequities based upon sex. Amounts necessary to provide like treatment for individuals paid from other budget entities shall be provided.

23.2 Employees shall receive salary adjustments of \$20 per month plus 2.5 percent of their 1975-76 salary base after adjustments as provided in item 23.1. Part-time employees shall receive proportional adjustments. Employees who receive counteroffer increases shall receive the difference

between that sum and the total to which they would otherwise be entitled under this paragraph.

23.3 Funds not required for the correction of salary inequities based upon sex from the amount set aside in item 23.1 above shall be distributed to employees by the Board.

23.4 Funds which become available upon the release of reserves held for possible incidental trust fund shortfall may be distributed as increases resulting from reclassifications, promotions, and counteroffers made with the approval of the Board. Such increases shall be reported to UFF.

23.5 Additional funds which are available for employee salaries shall be distributed to employees for promotions and in other recognition of merit.

23.6 A report of the distribution of funds described in items 23.1 through 23.5 above identifying the employees receiving the salary adjustments, their university, and the amount received from each of the categories, shall be made to UFF as soon as practical.

23.7 All increases in items 23.1 through 23.5 shall be effective July 1, 1976, for all employees who had been employed for at least one quarter during the 1975-76 academic year. All academic year employees who began the first quarter of their academic year during the summer quarter of 1976 shall have their increase effective retroactive to the beginning of that quarter.

23.8 \$50,000 shall be set aside for distribution as salary increases for the purpose of establishing minimum salaries.

Article 24 INSURANCE OPTION

Should the Department of Administration institute the life insurance program for State employees as outlined in the August 18, 1976, memorandum from Lt. Governor J. H. Williams, the Board agrees to offer such program to employees and to assume at least 75% of the premium or at least \$.89 per employee per month.

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 the 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 depicted in Appendix B to this Agreement.

Deductions will be made biweekly beginning with the first full pay period commencing at least 7 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 Insufficient Pay for Deduction. The Board shall not be responsible for making any deduction for dues or uniform assessments if an employee's pay within any pay period, after deductions for withholding tax, Social Security, retirement, State health insurance, and other mandatory deductions required by law is less than the amount of authorized deductions. In such event it will be the responsibility of UFF to collect its dues and uniform assessments for that pay period directly from the employee.

26.4 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) thirty-days written notice from the employee to the Board and to UFF revoking that employee's prior check-off authorization, pursuant to Florida Statutes §447.303, or (2) cessation of the authorizing employee's employment, or (3) the transfer or promotion of the authorizing employee out of the bargaining unit.

26.5 Indemnification. UFF shall indemnify, defend, and hold the Board, its members, officials, agents, and representatives harmless against any

claim, demand, suit, or any form of liability (monetary or otherwise), including attorneys' fees and costs, arising from any action taken or not taken by the Board, its members, officials, agents, or representatives in complying with this Article or in reliance upon any notice, letter, or written authorization furnished to the Board pursuant hereto. UFF assumes full and sole responsibility for all monies deducted pursuant to this Article upon remittance to the UFF State Secretary-Treasurer. UFF shall promptly refund to the Board any funds received pursuant to this Article which are in excess of the amount of dues and/or uniform assessments which the Board has agreed to deduct.

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

26.7 Costs. UFF shall reimburse the Board for the costs incurred by the Board in carrying out its responsibilities under this Article in the amount of \$1,500 payable in four equal monthly installments commencing with the month in which UFF received its first remittance of dues from the Board.

26.8 Termination of Agreement. The Board's responsibilities under this Article shall terminate automatically upon (1) the expiration of this Agreement, or (2) decertification of UFF or the suspension or revocation of its certification by the Florida Public Employees Relations Commission, or (3) 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 residence and place of business of the parties shall be as follows:

Board of Regents
107 West Gaines Street
Tallahassee, Florida 32304

United Faculty of Florida
208 West Pensacola
Tallahassee, Florida 32304

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 his 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 the results of the review, the matter shall be discussed in accordance with Article 2,

Consultation, but shall not be subject to Article 20, Grievance Procedure.

- (c) Pursuant to UFF request, the Board staff is reviewing certain class titles and specifications.

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 (4) 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 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.

30.2 This Agreement shall become effective on the date of signing and shall remain in effect through June 30, 1978, except that the salary provisions of Article 23, sabbatical leaves, and fringe benefits shall be subject to renegotiation to be submitted no later than October 15, 1976, for the fiscal year 1977-78, the UFF's proposals for such renegotiation and bargaining to commence within 30 days thereafter. Negotiations for a successor agreement shall be requested when either party gives written notice to the other, at least 160 days prior to the Governor's budget submission date and at least 60 days prior to the expiration of this Agreement, that it wishes to seek such negotiations. If the Board and UFF fail to secure a successor agreement prior to the date upon which this Agreement expires, the parties may agree in writing to extend this Agreement for any period of time.

Article 31 TOTALITY OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in this 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.

32.2 "Board" or "Board of Regents" means the nine-member 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 and who is not a member of the bargaining unit.

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 the United Faculty of Florida, Local 1880, AFT, AFL-CIO.

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.

FOR THE
BOARD OF REGENTS:

E.T. York, Jr., Chancellor
Marshall M. Criser, Chairman

Caesar J. Naples, Esq.
George C. Bedell
Gregg A. Gleason, Esq.
Louis A. Murray
Cass D. Vickers, Esq.
Richard W. Bender
Robert A. Bryan
Harold B. Crosby, Esq.
Albert C. Hartley
Frank E. Juge
David K. Kirby
Roy L. Lassiter
John G. Martin
Kenneth M. Michels
Gertrude L. Simmons

FOR THE
UNITED FACULTY OF FLORIDA:

Sam Andrews, President
Ken McGill, Chief Negotiator

Peggy Toifel
Robert Braman
Mary Blackstock
Minor Chamblin
Elsie Eaton
William Esler
Hunt Davis
Joel Gottlieb
Herman Kranzer
Ed Madden
Margaret Menzel
Jim Spillane
Perran Ross
Jim Fendrich
Neil Betten

Appendix A
CLASS TITLES IN BARGAINING UNIT

The following titles were included in the PERC certification of the bargaining unit:

(a) All full-time employees in the following positions:

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
 9395 - Curator
 9396 - Associate Curator
 9401 - Instructional Specialist
 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
 9475 - Staff Physicist

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, III, and IV
 University of Florida
 College of 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

- (b) All part-time employees in the positions enumerated above employed half-time or more for at least three or four preceding quarters.
- (c) Faculty members holding visiting, research, affiliate, or joint appointments.

Appendix B
DUES CHECK-OFF AUTHORIZATION FORM

I authorize the Florida Board of Regents by and through the university, to deduct from my pay, biweekly beginning with the pay for the first full pay period commencing at least 7 full days from the date this authorization is received by the university, membership dues and uniform assessments, if any, 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 State Secretary-Treasurer, and I direct the Florida Board of Regents to pay over the sum or sums so deducted to the UFF State Secretary-Treasurer.

This authorization is made pursuant to Section 447.303, Florida Statutes, and shall continue until either (1) revoked by me at any time upon 30-days written notice to the Florida Board of Regents and to the UFF, or (2) the cessation of my employment, or (3) 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 _____

Appendix C
GRIEVANCE

Name: _____ Date: _____

University: _____

College: _____

Department: _____

Address to which mailings pertaining to this grievance shall be sent: _____

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 _____

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

I understand that this grievance will not be processed if the acts or omissions complained of herein are or become the subject of any other administrative or judicial proceeding.

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: _____

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

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 the 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 understand and agree that by filing this notice I hereby waive any rights I may have under Florida Statutes, Chapter 120 (Administrative Procedure Act) to judicial review of the decisions rendered at Steps 1 and 2 of this grievance. I hereby authorize UFF and the Board of Regents or its representatives to use, during the arbitration proceedings, copies of any materials in my evaluation file which are pertinent to this grievance and to furnish copies of the same to the arbitrator.

Signature of Grievant

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This public document was promulgated at a cost of \$3,475 or \$.158 per copy to provide SUS faculty and staff with printed copies of the Board of Regents-United Faculty of Florida collective bargaining contract.