



**FLORIDA POLYTECHNIC
UNIVERSITY**

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE FLORIDA POLYTECHNIC UNIVERSITY
BOARD OF TRUSTEES
AND
THE UNITED FACULTY OF FLORIDA**

**2024-2027
(Amended August 2024)**

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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 at Florida Polytechnic University (hereinafter the University) 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 Florida Polytechnic University, and that participation of 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 certified 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 University retains its rights, under law, to manage and direct Florida Polytechnic University, 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 Florida Polytechnic University so that Employees will have a mechanism and procedure, independent of the collective bargaining process, for making recommendations to appropriate administrative officials.

This Preamble serves only as a statement of intent and policy, and is not subject to any grievance or complaint procedures.

ARTICLE 1
RECOGNITION

- 1.1** Bargaining Unit. The Board of Trustees hereby recognizes the United Faculty of Florida 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 full time, in unit members in the bargaining unit described in Order Number 16E-274 dated October 27, 2016, Certification number 1898, issued by the Public Relations Commission; as amended on June 5, 2018, in Order Number 18E-137, and; as amended on January 24, 2019, in Order Number 19E-020. (See Appendix A).

ARTICLE 2 CONSULTATION

- 2.1** Consultation with President. The University President or the President's representative(s) and the UFF Poly Chapter representatives may periodically meet to discuss matters pertinent to the implementation or administration of this Agreement, University actions affecting terms and conditions of employment, or any other mutually agreed upon matters. Such meetings shall normally occur once per semester (Fall, Spring) at either party's request. The meeting should occur within thirty (30) days once the request is made.
- 2.2** Agendas. A written agenda shall be submitted by the requesting party to the other party no less than five (5) days before the scheduled date of the meeting. Additional matters for discussion may be placed on the agenda at the discretion of the other party.
- 2.3** Additional Consultations. Other consultations may occur if mutually agreed upon.
- 2.4** Purpose. Consultations may be used to resolve problems regarding the implementation and administration of the Agreement. The parties understand and agree that such meetings shall not constitute or shall not be used for the purpose of collective bargaining, discussing specific grievances, or modifying, adding to, or deleting any provision of this Agreement.

ARTICLE 3 MANAGEMENT RIGHTS

3.1 Public Employer's Rights. It is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force.

(a) According to section 447.209, Florida Statutes, and the express agreement of the parties, the University maintains all management rights, including but not limited to the following examples:

- (1) To perform those duties and exercise those responsibilities which are assigned and/or required by the University pursuant to applicable federal and state law, regulations, or other appropriate authority.
- (2) To determine and adopt the policies and programs, standards, rules and regulations determined by the University to be necessary for the operation and/or improvement of the University, and to select, manage and direct management, administrative, supervisory and other personnel.
- (3) To set methods, means of operations and standards of services to be offered by the University, and to contract such operations/services to the extent deemed practical and feasible by the University in its discretion.
- (4) To decide the number, location, design, and maintenance of the University's facilities, buildings, supplies and equipment. To relocate, remodel, or otherwise revise University operations and facilities as may be deemed necessary to the University. To have oversight and ultimate authority on laboratory equipment.
- (5) To determine qualifications of all employees in the University. To select, examine, hire, classify, train, layoff, assign, schedule, retain, transfer, promote, direct and manage all employees of the University consistent with the existing provisions of law and this Agreement.
- (6) To select supervisory and managerial personnel from the working forces strictly based on management's determination of individual ability, based on examination, performance evaluation, special skills, classification, and other related elements at the discretion of the University consistent with this Agreement.
- (7) To discharge, demote, fine, or suspend any employee of the University, and to take other disciplinary action against such employee, or to relieve such employee from employment.
- (8) To increase, reduce, change, modify, or alter the size and composition of the workforce.
- (9) To determine the number of employees to be employed in the University.
- (10) To determine the mandatory training that will be offered to employees and

- require participation in such training from its employees.
- (11) The University has the sole authority to determine and re-determine the purpose and mission of the University.
 - (12) The University has the sole, exclusive right to direct the managerial, supervisory, and administrative personnel, and any other persons not covered by this Agreement, to perform any task in connection with the operation of the University, whether or not normally performed by the employees within the bargaining unit.
 - (13) The selection process and assignment of personnel outside of the bargaining unit is the sole responsibility of management and shall not be subject to the grievance and arbitration procedures provided in this Agreement.
- (b) It is expressly understood by and between the parties to this Agreement that the University shall not be deemed to have waived or modified any of the rights reserved to the University under this article by not exercising said rights in a particular matter or in a particular manner.
 - (c) Nothing contained in this Agreement shall abrogate the rights, duties, and responsibilities of the University, as provided by law.
 - (d) Nothing in this Agreement shall limit the University in the exercise of its managerial functions. It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives of management not specifically enumerated. The University can exercise only those managerial functions that do not violate or abridge this Agreement.
 - (e) All other rights to manage the University and the operations, functions, and purposes thereof, which are not recited in or expressly limited by this Agreement, are reserved exclusively to the University.

ARTICLE 4

UFF PRIVILEGES

- 4.1** Use of Facilities and Services. Subject to the rules, regulations and policies of the Board and the University, the UFF shall have the right to use the University's facilities for meetings on the same basis as they are available to Affiliated Organizations. (See FPU-1.003 Use of University Facilities and Properties, amended on Dec. 6, 2017.) The UFF will not be charged for facility space usage or associated processing fees.
- 4.2** Faculty Assembly Meetings. The UFF shall have the right to address the Faculty Assembly when properly recognized by the Chair for the purpose of making announcements regarding collective bargaining or any item on the Faculty Assembly's agenda that affects the wages, hours, or other terms and conditions of employment of bargaining unit members. Such recognition shall occur in the same manner for the UFF as it does for other organizations (i.e. Student Government Association) seeking to address the Faculty Assembly for the purpose of making public comments.
- 4.3** Other Meetings. UFF may invite Employees to UFF events such as lunches, picnics, gatherings, dinners, and other events as determined by the UFF.
- 4.4** New Employees.
- (a)** UFF shall receive notification three times per year (prior to the opening of the fall semester, prior to the opening of the spring semester, and immediately at the conclusion of the spring semester) of new employee hires including rank and academic year salary.
 - (b)** UFF shall be given the opportunity to speak annually at the fall faculty orientation for ten minutes.
- 4.5** Bulletin Boards. UFF shall have the right to post notices to Employees of activities and matters of concern to Employees on non-electronic bulletin boards located in areas as mutually agreed upon by UFF and the University. UFF is responsible for removing such postings when appropriate, but in no event shall the postings be left up for more than thirty (30) days. All materials placed on the designated bulletin boards shall bear the date of posting and may be removed by the University after having been posted for a period of thirty (30) days. In addition, such bulletin boards may not be used for election campaigns for public office or exclusive collective bargaining representation.
- 4.6** Communication. UFF shall have the right to send communications to their members or prospective members at their University email accounts for communications relevant to UFF's status as a collective bargaining agent. The University has no obligation to provide UFF or its agents with a University email account or to create or provide UFF with access to various University email lists.
- 4.7** Employee Information List. On a semester basis, the University shall provide UFF with an electronic list (spreadsheet) of Employees including the following information: first name, last name, work email address, work mailing address and phone number, position title, college/department/unit/program, , salary, date of hire, date of last promotion. In the event Florida law is revised to allow salary deduction and collection of dues of a bargaining agent by an employer, the University will report payroll deduction status.

4.8 UFF Activities. Employees, designated as elected officers, bargaining team members, or grievance representatives may participate in the following representational activities:

- (a) Attend investigations or grievance meetings to represent Employees;
- (b) Engage in collective bargaining while serving on union negotiating team, and;
- (c) Conduct ratification or contract education as necessary to implement this agreement or re-openers;

as long as such activities do not interfere with class/lab time, office hours, or any mandatory University or Department activities or training.

4.9 Software and Printer Use.

- (a) UFF will have the right to utilize University-issued computers provided to individual faculty members, University-licensed software, and IT services.
- (b) UFF will have the right to use on-campus printers for University-related business of Collective Bargaining Agreement negotiation and enforcement.

ARTICLE 5 ACADEMIC FREEDOM & RESPONSIBILITY

5.1 Policy.

- (a) It is the policy of the University and the UFF to maintain, encourage, and protect academic freedom. Academic freedom is essential to the University. It includes both freedom of thought and expression, and it applies to teaching, research/creative activities, and professional, public, and University service. Academic freedom is accompanied by corresponding faculty and administration responsibilities, arising from the nature of the educational process.
- (b) In order to ensure an atmosphere of academic freedom within the University neither the University administration nor its representatives shall violate any faculty member's academic freedom or penalize a faculty member for the legitimate exercise of academic freedom, either in the performance of University duties or activities outside the University. Moreover, the University recognizes that internal and external forces may seek at times to restrict academic freedom, and the University shall protect and promote academic freedom.

5.2 Academic Freedom. Faculty members shall be free to discuss topics relevant to the course's subject matter in the classroom; to explore all avenues of scholarship, research, and creative expression, and; except as described in section 5.3(b), to speak freely on all matters of university governance without fear of University censorship, retaliation, or discipline.

(a) Teaching and Research/Creative Activities.

(1) Faculty members shall have the freedom to:

- a. Present and discuss, frankly and forthrightly, academic subjects, including controversial material relevant to the academic course being taught.
- b. Select instructional materials consistent with university regulations, policies, and departmental standards. Define course content consistent with established learning outcomes, department guidelines, course schedules, and administratively determined course delivery modalities. Hold consistent academic standards regarding the student learning outcomes as set by the curriculum and stated in the syllabus. In situations where there are multiple sections of the same course, department faculty have the responsibility to select a uniform text book as a group. In the event the department faculty are unable to do so, or desire to utilize differing textbooks, prior authorization from the Provost or designee is required. Special topics classes are excluded from this requirement.
- c. Determine grades.
 - 1. Grading standards must reflect department guidelines, and must award substantially similar grades based on substantially similar performance for multi-section courses.

2. Consistent with the principle that the faculty member should be the judge of a student's performance in a course, the grade a faculty member determines for a student's performance shall not be changed without the faculty member's consent, except by the current University academic appeals process as provided in University Policy FPU-500714AP Student Grade Appeals, approved by the Board of Trustees on February 16, 2015, or as described in Section 5.4(j).
- d. Freely engage in scholarly, research, and creative activity, and publish the results.
- (2) The university shall provide written notice to faculty members of any new or revised standards and guidelines applicable to their respective department(s).
- (b) Service. Service includes, but is not limited to, participation in governance processes of the University, which is a fundamental aspect of academic freedom. Faculty members shall have freedom to present ideas and discuss, frankly and in a forthright manner, academic policy, University governance, or other matters pertaining to the University.
- (c) As to matters outside the area of the faculty member's scholarly interest, the faculty member has the right to enjoy the same freedoms as other individuals, including political rights and privileges, without fear of institutional censorship or discipline.
- (d) All rights and responsibilities provided in this Article shall extend to all bargaining unit members, regardless of whether their primary assignments include teaching and research.

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

- (a) Observe and uphold the commonly accepted ethical standards of the academy, which includes being forthright and intellectually honest in their professional capacity which includes but is not limited to pursuit and communication of scientific and scholarly knowledge as well as in their teaching and service duties;
- (b) When it is not related to the instructional activity of the course, refrain from using the classroom to promote a personal or political agenda;
- (c) Not use their authority as a faculty member to coerce a student to take a public position or action.
- (d) Provide course-level instruction designed to achieve that course's student learning outcomes, support applicable program competencies, and, to the degree relevant, prepare students for subsequent courses in the applicable program's plan of study and act with integrity in the assignment of grades in all courses;

- (e) Treat students, staff, and colleagues fairly, civilly, honestly, and professionally in discharging one's duties as teacher, researcher, and intellectual mentor, in a manner consistent with the provisions of this Agreement and University regulations and policy;
- (f) Avoid any exploitation of other people for private advantage and treat them in a manner consistent with the provisions of this Agreement and University regulations and policy;
- (g) Respect the integrity of the evaluation process, including the privacy rights of students under law, and evaluate students, staff, and colleagues honestly according to the criteria and procedures specified in the evaluation process;
- (h) Represent one's self as a spokesperson for the University only when specifically authorized to do so;
- (i) Participate, as appropriate, in the system of shared academic governance, especially at the department/unit level;
- (j) Observe the published University regulations, provided the regulations do not contravene this Agreement, academic freedom, or the faculty member's right to criticize or seek revision of those duties, laws, regulations, policies, or procedures.
- (k) Refrain from engaging in a pattern of behavior, or a single, egregious instance of behavior, that disrupts or obstructs the orderly and effective functioning of the department or University. Such behavior is not protected under Academic Freedom.
 - (1) This section shall not be construed or used to inhibit vigorous and tough-minded academic disagreements which are a vital aspect of academic freedom or the right to free expression and thought, on or off campus.
 - (2) The university will have the burden of proof in demonstrating a pattern of disruptive or obstructive behavior.
 - (3) Academic freedom is accompanied by corresponding responsibilities, including the duty to exercise appropriate restraint and to show appropriate respect for the right of others to hold differing opinions.
 - (4) Consequently, while academic disagreements are part of the orderly functioning of a university, appropriate constructive cooperation is also critical to the faculty member's effective performance as a member of the academy.

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

- (a) Maintain, encourage, protect and promote the faculty's academic freedom so that it is not compromised by harassment, censorship, reprisals, or prohibited discrimination.
- (b) Ensure that the faculty's academic freedom, to include freedom of thought and

expression as guaranteed under the First Amendment of the Constitution of the United States of America, is not stifled or compromised.

- (c) Treat faculty members, students, and staff in a manner consistent with the provisions of this Agreement.
- (d) Respect the integrity of the evaluation process, including the privacy rights under law, and fairly evaluate faculty according to the criteria and procedures specified in the evaluation process.
- (e) Respect and adhere to the principles of shared governance.
- (f) Observe the published University regulations, provided that the regulations do not contravene academic freedom, which includes the faculty member's right to responsibly criticize and seek revision of the regulations.
- (g) Refrain from engaging in behavior that directly undermines academic freedom and freedom of thought and expression as described in this regulation, or otherwise disrupts or obstructs the orderly and effective functioning of the department or University.
- (h) Prohibit unauthorized persons from entering or interrupting a faculty member's classroom or laboratory, except with prior permission from the responsible faculty member or during legitimate emergencies. The University shall support the authority of each faculty member to have unauthorized persons removed from the faculty member's classroom/laboratory. This provision shall not apply to administrators who are responsible for evaluating the faculty member. At the faculty member's request, University Administration shall take appropriate action to enforce this provision.
- (i) Prohibit disruptive behavior, including: (1) behavior that involves violence against faculty, staff or students; (2) threat(s) or instigation of violence; (3) malicious vandalism; (4) possession of weapons of any type; (5) willful disregard of legitimate directions; (6) continued use of abusive language or gestures; (7) or other behavior that is unruly, disruptive, harassing, or abusive so that it seriously interferes with the faculty member's ability to effectively communicate with other students in the class or with the ability of the student's classmates to learn, or with the normal and orderly conducting of the University's business.
 - (1) The University shall support the authority of each faculty member to have disruptive persons removed from the faculty member's classroom/laboratory or the campus.
 - (2) Upon receiving a report of disruptive behavior, the University shall act promptly to investigate and resolve the matter. Faculty may request that a disruptive individual be barred from returning to the classroom. If the University declines such a request, the University shall take appropriate alternative action that ensures against a recurrence of the disruptive behavior and shall inform the faculty member.
 - (3) A faculty member shall not be disciplined for taking reasonable action in self-defense or in defense of others.
- (j) In the rare instance in which a faculty member, without prior approval, fails to

submit student grades for a course after the grading deadline by two (2) business days or more and, the faculty member may be removed as the instructor of record.

- (1) The circumstances of such removal will be considered by the Provost and at least two (2) other Vice Provosts, who may authorize the Chair of the faculty member's department to take such actions that are necessary and appropriate to effectuate the submission of accurate and complete grades that are required for student progression and/or graduation.
- (2) The faculty member will be immediately informed of this removal and subject to discipline if appropriate.

**ARTICLE 6
APPOINTMENT & PROMOTION**

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6.1 General Principles.

- (a) The University and UFF recognize that Florida Polytechnic University is a new institution, and as such, both parties accept that flexibility is required as we develop an excellent faculty through the process of appointment and promotion. The University and UFF share the desire to improve the quality of the University in all areas, but particularly in the execution of teaching, research, and service by the faculty. This article balances a recognition of the University's unique history, newness, and current situation with a shared desire for continuous improvement.
- (b) Faculty are defined as individuals whose primary responsibilities include teaching, service, and where applicable, research. Faculty included in this contract are designated by ranks of Instructor, Senior Instructor, Distinguished Instructor, Professor of Practice, Assistant Professor, Associate Professor, and Professor.
- (c) The University and UFF further recognize that reappointment and promotions are an important method by which the University recognizes excellence and rewards its employees' contributions to advancing the mission of the University.
- (d) Reappointment and promotion decisions are not determined by any sole factor and are based upon a careful and rigorous assessment that relies upon faculty and administrative review of:

- (1) a faculty member's demonstrated teaching, scholarship, research service contributions, and other work duties, as relevant, at the University;
 - (2) the assessment of the faculty member's continued positive contribution to their department and the University, and;
 - (3) the faculty member's potential for continued appropriate contributions and growth.
- (e) Elements critical to the promotion process include, but may not be limited to:
- (1) a faculty member's annual performance evaluations;
 - (2) a significant and careful review of credentials by a set of faculty that hold at least the rank sought by the Candidate;
 - (3) an external set of recommendations appropriate for that faculty member (excluding instructors and academic professionals) by subject matter experts in the Candidate's field, and;
 - (4) administrative review.
- (f) Only evidence that directly pertains to the candidate shall be considered.
- (g) Every Candidate for reappointment and/or promotion will be fairly evaluated, and the evaluation process will be maintained to the highest degree of integrity.
- (h) Non-reappointments shall not be made in an arbitrary or capricious manner.

6.2 Employment Contract.

- (a) All appointments will be made on the University employment contract and signed by the President or designee, and the employee.
- (b) No appointment or assignment will create any right, interest, or expectancy in any other appointment or assignment beyond its specific terms, except as provided in this Agreement.
 - (1) No special commitment or conditions offered to new hires shall bind the University indefinitely.
 - (2) A special commitment or condition will be observed unless it is no longer financially or logistically feasible or circumstances have changed enough that it is no longer in the legitimate interests of the University.
 - (3) If the university decides not to observe a special commitment or condition, the university will inform the employee in a timely manner. Upon the employee's request, the university will provide a written justification of its decision not to observe the special commitment or condition.
- (c) Appointments expire on the date set forth in the faculty member's employment contract. No further notice of cessation of employment is required, unless otherwise provided in this Agreement.
- (d) If the University intends to offer a faculty member reappointment, the University will inform the faculty member by June 30 following the academic year in which the reappointment review was conducted.

(e) Resignation.

- (1) An employee who wishes to resign has the professional obligation, when possible, to provide the University with sufficient notice to avoid scheduling and classroom disruptions or, where the employee does not have an instructional assignment, a minimum of four (4) weeks' notice.
- (2) Upon resignation, all consideration for reappointment and promotion will cease.

6.3 Faculty Appointment and Reappointment Contract Duration.

(a) Contract duration for faculty appointments and reappointments are as follows:

(1) Instructor

- a. Initial Contract duration: two (2) years
- b. Reappointment Contract duration: two (2) years.
- c. Promotion Contract duration: Faculty promoted from Instructor to Senior Instructor shall receive an initial appointment contract duration of (3) years.

(2) Senior Instructor

- a. Initial contract duration: three (3) years.
- b. Reappointment contract duration: three (3) years.

(3) Distinguished Instructor

- a. Initial contract duration: five (5) years.
- b. Reappointment contract duration: five (5) years.

(4) Professor of Practice

- a. Initial contract duration: three (3) years.
- b. Reappointment contract duration: three (3) years.

(5) Assistant Professor

- a. Initial Contract Duration: three (3) years.
- b. Reappointment Contract Duration: three (3) years.
- c. Promotion Contract duration: Faculty members promoted from Assistant to Associate Professor shall receive an appointment Contract duration of six (6) years.

(6) Associate Professor

- a. Initial Contract Duration: three (3) years, unless the University determines that an initial term of four (4) or five (5) years is appropriate or warranted. The reason for a longer initial term shall be provided to the UFF upon request.

- b. Reappointment Contract Duration:
 - 1. Three (3) years based upon a Preliminary Review (see Section 6.7(a)(1)).
 - 2. Six (6) years based upon a Full Review (see Section 6.7(a)(2)).
- c. Promotion Contract Duration: Individuals promoted from Associate Professor to Professor shall receive an appointment term of six (6) years.

(7) Professor

- a. Initial Contract Duration: six (6) years, unless the University determines that it is in its best interest to offer an initial contract with a three (3) to five (5) year duration.
- b. Reappointment Contract Duration: six (6) years when based upon a Full Review (see Section 6.7(a)(2)).

6.4 Reappointment and Promotion Review Eligibility and Requirements.

- (a) Faculty are eligible for Reappointment and Promotion Reviews during the following periods:

(1) Instructor

- a. Reappointment Cycle: two (2) years. Instructors receive an Instructor's Review during the spring semester of the final year of their initial appointment and a biennial instructor's review (occurring every two years) thereafter.
- b. Individuals whose employment did not start at the beginning of the fall semester will have their Instructor's Review delayed to the first spring semester following the completion of a minimum of four (4) full, contiguous fall and spring semesters following their initial appointment.

(2) Senior Instructor

- a. Reappointment Cycle: three (3) years after Promotion or initial contract, Senior Instructors receive an Instructor's Review during the spring semester of the final year of their contract as described in section 6.9.

(3) Distinguished Instructor

- a. Reappointment Cycle: five (5) years after Promotion or initial contract – Distinguished Instructor's receive an Instructor's Review during the spring semester of the final year of their contract as described in section 6.9.

(4) Professor of Practice

- a. Reappointment Cycle: three (3) years after Promotion or initial contract – Professors of Practice receive an Instructor's Review during the spring semester of the final year of their contract as described in section 6.9.

(5) Assistant Professor

a. Preliminary Review (see 6.7(a)(1)).

1. Preliminary Review for reappointment begins at the start of the first spring semester following the completion of a minimum of five (5) full, contiguous semesters at the current appointed rank.
2. Individuals whose employment did not start at the beginning of the fall semester will have their Preliminary Review delayed to the first spring semester following the completion of a minimum of five (5) full, contiguous semesters following their initial appointment.
3. May only be reappointed once and must apply, consistent with the start of the process in the fall semester, for promotion no later than at the completion of six (6) academic years (fall to spring).

b. Promotion

1. Assistant Professors must be promoted to Associate Professor by the end of their second (2nd) reappointment term, noting Section 6.4(a)(5)a.3 above, in order to receive a contract with a duration greater than a single terminal year.
2. The University may, at its sole discretion, permit a faculty member to delay promotion review by granting a maximum one (1) year extension at this rank due to a valid request for FMLA or other appropriate leave.
3. Other extensions must be formally agreed upon in writing by both the FPU-BOT and UFF-FPU.
4. In order to be considered for promotion, a faculty member must have a Full Review as described in Section 6.7(a)(2).

(6) Associate Professor

a. Preliminary Review (see Section 6.7(a)(1)).

1. Preliminary review for reappointment is only available to Associate Professors as their first review after their initial appointment if their initial appointment is less than six (6) years.
2. Preliminary Review for reappointment begins at the start of the spring semester of the final year of their contract.

b. Full Review (see Section 6.7(a)(2)).

- 1.** Except as described in Section 6.4(a)(6)a.1, Full Reviews are required for reappointment of Associate Professors and must be completed before the expiration date of a Candidate's existing contract.
 - (I)** If an Associate Professor is reappointed based on a preliminary review, all subsequent reappointment reviews are based upon a Full Review.
- 2.** The Full Review may be used, at the Candidate's election, to also request promotion to the rank of Professor.
- 3.** Full Reviews are required for reappointment of Associate Professors and must be completed before the expiration date of a Candidate's existing contract.

(7) Professor

- a.** Reappointment is based upon a Full Review (see Section 6.7(a)(2)).

6.5 Promotion Categories and Eligibility Criteria for Faculty.

- (a)** Subject to the requirements set forth herein, faculty holding the rank of Instructor, Assistant Professor and Associate Professor shall be eligible to apply for promotion to the next higher rank.
- (b) Professional Ranks:**
 - (1)** Instructor to Senior Instructor.
 - (2)** Senior Instructor to Distinguished Instructor.
 - a.** Distinguished Instructors are at their highest rank possible and cannot be promoted.
 - (3)** Professor of Practice.
 - a.** Professors of Practice are at their highest rank possible and cannot be promoted.
 - (4)** Assistant to Associate Professor.
 - (5)** Associate Professor to Professor.
- (c) Notice of Intent.** Faculty that seek promotion must declare their intent to seek promotion in writing to the Provost and their Department Chair, no later than the start of the fall semester in the academic year in which they will seek promotion.
- (d) Minimum Qualifications.**
 - (1)** Faculty (including Instructors) must serve at least five (5) academic years at their current (or higher) rank in order to qualify for promotional consideration to a higher rank.
 - (2)** At least two (2) of the five (5) immediately preceding academic years must be served at the University.

- (3) The University, at its discretion, may provide exceptions to these minimum qualifications upon request of a faculty member and approval of their Chair, and the Provost or designee.

6.6 Reappointment and/or Promotion Materials for Assistant Professors, Associate Professors, and Professors. (Note: Instructors see Section 6.9)

- (a) The candidate submits a “dossier” in support of their reappointment or promotion.
- (b) The promotion “packet” is the body of material that includes the dossier, letters of reference if required, any supplemental information considered by the committees or Provost and the candidate’s response to that supplemental information, and committee recommendations as specified by the process.
- (c) Candidate Prepared Dossier. A Candidate for reappointment or promotion must prepare a dossier for consideration, which must include: a personal statement from the Candidate and elements that show the Candidate’s demonstrated abilities and competencies in teaching, service, and research—including: performance reviews received since their last reappointment if applicable (if not, all performance reviews received).
- (d) Faculty Dossier contents:
 - (1) The faculty dossier is prepared by the faculty member and, within the boundaries of the specified format, must show the candidate’s competencies in teaching, service, and research.
 - (2) Intentional or significant misrepresentations contained in the Candidate’s dossier shall serve as just cause for termination pursuant to Article 9 – Discipline.
- (e) Faculty Dossier format.
 - (1) The Provost shall develop the format and guidelines for the Candidate Prepared Dossier and send them to the Faculty Representative Council (“FRC”) for review and comment by February 15 of the spring semester in even numbered calendar years.
 - a. The FRC shall review, within fourteen (14) days of receipt, the format and guidelines and shall recommend approval or changes to the Provost.
 - b. Should the FRC recommend changes, the Provost shall, within ten (10) days, either accept the changes or give a written justification for not accepting the changes.
 - (2) The Candidate Prepared Dossier must follow the final format as finalized by the Provost and faculty are solely responsible for the content within, and production of, the dossier. Review committees may choose to not consider a dossier which does not substantially follow the required format (e.g., a dossier that does not include and clearly identify the relevant sections specified in the dossier format).

(f) Reference Letters.

- (1) Reference letters are required for Promotion Reviews and Full Reviews.
- (2) Reference letters are added to the faculty dossier by the provost's office and become a part of the reappointment or promotion packet.
- (3) Letters are not required for promotion to Senior Instructor.
- (4) Reference letters are confidential and will be requested using a template that instructs the external reviewer regarding the materials supplied, and any special considerations, including the University's history, teaching expectations, and research infrastructure. This template will be developed according to and as part of the process laid out in Section 6.6(f)(6).
- (5) Requesting Reference Letters.
 - a. A minimum of four (4) reference letters must be requested.
 - b. The Candidate "nominates" up to four (4) individuals to provide reference letters.
 - c. The Department Evaluation Panel formally requests all external reference letters, which shall include at a minimum two (2) individuals nominated by the Candidate, and a minimum of two (2) letters from individuals not nominated by the Candidate.
- (6) Request for Reference Letter template.
 - a. The Provost (or designee) will draft a letter that specifies what materials will be provided to the external referee and provide the letter to the University Evaluation Committee.
 - b. The University Evaluation Committee will review the draft, make appropriate revisions, and provide the final draft of the letter to the Department Evaluation Panel for distribution.
- (7) The confidential reference letters shall be included for review with Candidate's dossier and any supplemental materials.
 - a. A list of the names of all individuals asked to provide a review and whether any declined to provide this review, and reason given, if any, will also be included in the Packet.

6.7 Reappointment and/or Promotion Process: Types, Notices, and Committee Memberships for Assistant Professors, Associate Professors, and Professors.

(a) Types of Review Processes.

(1) Preliminary Review.

- a. A review that does not include external letters and is only conducted by the Department Evaluation Panel (as described below in Section 6.7(c)).
- b. Results of this review are provided directly to the Provost for consideration.

(2) Full Review.

- a.** A review that includes external letters and is conducted by the Department Evaluation Panel, then the University Evaluation Committee (as described below in Section 6.7(d)).
- b.** Results of the reviews are then provided to the Provost for consideration, except in Sections 6.7(d)(2)d & 6.8(c)(5)a, in which the results of the reviews are directly provided to the President for consideration.

(b) Notice of Review Requirement

- (1)** Individuals that require a Preliminary Review (as specified in Section 6.7(a)(1)), due to their appointment expiring in the coming year, will be notified of the requirement for review no later than December 10, prior to the spring semester in which their review must be completed.
- (2)** By the day after final grades are due prior to the academic year when an individual must seek reappointment, the University will provide notice to professors who:
 - a.** must apply for promotion from Assistant to Associate Professor to maintain their appointment, or;
 - b.** must participate in a Full Review to renew their appointment.
- (3)** The format and guidelines for the Candidate Prepared Dossier, the Promotion or Reappointment Criteria, and deadlines will be provided to the candidate within two weeks of their formal notification that must participate in a Full Review.
- (4)** Within fifteen (15) days of receiving the Notice referenced in 6.7 (b) (3), eligible professors will inform the University of their election to apply for promotion or proceed with reappointment.
- (5)** Candidates for reappointment or promotion shall provide the University with their dossier by the deadline set forth in the Notice referenced in 6.7 (b) (3). Such deadline shall not be earlier than September 10.

(c) Department Evaluation Panel (“DEP”) Membership

(1) DEP Chair.

- a.** The Department Chair serves as the chair of the DEP if the Department Chair holds the appropriate faculty appointment rank.
- b.** If the Department Chair does not hold the appropriate rank, the Provost will appoint a chair for the DEP.

(2) DEP Membership.

- a.** For reviews of Assistant and Associate Professors, the DEP shall consist of faculty of a higher rank than the Candidate within the Candidate’s department. When there is an insufficient number of faculty to meet the minimum requirements for a DEP, the process below will be used to form a DEP.

- (2) Number of UEC Members.**

- b. With ten (10) to twenty (20) Full Professors on staff, the UEC will consist of five (5) to seven (7) individuals at the discretion of the University.
- c. With more than twenty (20) Full Professors on staff, the UEC will consist of seven (7) members.
- d. If, during the review of an individual with rank Professor, if the faculty member's unit does not have a minimum of four (4) individuals with the rank of Professor, the UEC will be the sole reviewing committee for that faculty member.
- e. The UEC must operate in executive session and in total confidentiality.

6.8 Reappointment and Promotion Procedure for Assistant Professors, Associate Professors, and Professors.

(a) General Rules.

(1)

Previously Promoted. The promotion assessment shall be based primarily on the Candidate's performance since the Candidate's last promotion and must include the candidate's achievements since they were promoted. However, in assessing promotion to Professor, consideration of prior to promotion activity shall also be included in the evaluation.

(2) Not Previously Promoted.

- a. If the University has not previously promoted the Candidate, the promotion assessment is cumulative and must include consideration of the Candidate's achievements prior to employment at the University.
- b. However, the Candidate's promotion assessment must also establish that the Candidate has continued to progress and achieve in the categories and criteria used for reappointment and/or promotion while employed at the University.

(3) Reference Letters for Promotion and Full Reviews.

- a. A single negative reference may not be the sole basis for not reappointing a candidate or for not promoting a Candidate.
- b. Promotion and reappointment decisions shall not be based solely on the reference letters received.

(4) Department Inputs.

- a. If the DEP includes no members from the candidate's department, the DEP will request input from the department chair before finalizing its recommendation.
- b. If the Department chair is the candidate and no member from the chair's department is a member of the DEP, the Provost or designee

shall select a member of the chair's department to provide input to the DEP before the DEP finalizes their recommendation.

(b) DEP Review and Recommendation.

- (1)** The University shall provide the Packet (as described in Section 6.6) to the DEP for review.
- (2)** For Full Reviews, the DEP will meet to select individuals that will receive requests for reference letters for the candidate. This meeting should be early in the process to allow time for the receipt of the letters.
- (3)** The DEP may acquire and review supplemental materials and/or other information as appropriate.
 - a.** If supplemental materials and/or other information is used as part of the review, the Candidate will be informed of the use of this information and provided a minimum of seven (7) days to respond to the information.
- (4)** For Preliminary Reviews, the DEP will prepare and provide a report that is added to the candidate's packet. The DEP recommendation is presented to the Provost directly. Within this report, the DEP may choose to highlight areas of concern and comment on the candidate's progression towards on-time promotion.
- (5)** For Full Reviews, the DEP will prepare and provide a report that is added to the candidate's packet. The DEP recommendation is presented to the UEC.
- (6)** The DEP must operate in executive session and in total confidentiality.
- (7)** All DEP reports, recommendations, and work product constitute faculty evaluative information and/or limited-access records, pursuant to Florida Polytechnic University Rule 6C13-6.008.

(c) UEC Report and Recommendation.

- (1)** If conducted, the DEP will add its report to the Candidate's packet which includes the dossier, letters of recommendations, a table listing review requests, the DEP report and recommendation, and any supplemental materials and Candidate responses which were used as part of the decision in the review.
- (2)** The UEC will use the candidate's packet to consider the reappointment or promotion request.
- (3)** The UEC may acquire and review supplemental materials and/or other information as appropriate.
 - a.** If supplemental materials and/or other information is used as part of the review at any time during the process, the Candidate will be informed of the use of this information and provided a minimum of seven (7) days to respond to the information.

- (4) Reference letters are to be used as an input to the overall evaluation by the committee.
 - a. A single negative reference may not be the sole basis for not reappointing a candidate or for not promoting a Candidate.
 - b. Promotion and reappointment decisions shall not be based solely on the reference letters received.
 - (5) The UEC will prepare a report and recommendation that is addressed to the Provost. The UEC report is added to the Candidate's packet.
 - a. If the Provost chairs the UEC, the Provost will not make a recommendation, but will supply a candidate's Packet, and both the UEC and DEP reports to the President for a final decision.
 - (6) All UEC reports, recommendations, and work product constitute faculty evaluative information and/or limited-access records, pursuant to Florida Polytechnic University Rule 6C13-6.008.
- (d) **Provost's Review and Recommendation.**
- (1) The Provost shall review all procedural and substantive matters for completeness in order to ensure that the DEP and/or UEC have met their responsibilities in this Article.
 - a. If procedural errors or inconsistencies are present in the process, the Provost will send materials back to the appropriate part of the process for correction before making a recommendation regarding the candidate.
 - b. In rare instances, the Provost may acquire and review supplemental materials and/or other information as appropriate for completeness and accuracy of the Candidate's packet.
 - 1. As with the procedures used by the DEP and the UEC, any supplemental materials and/or other information must be disclosed to the Candidate with the same response rights and times as provided in the DEP and UEC review.
 - 2. If applicable, the supplemental materials and/or other information and the Candidate's response(s) will be appended to the Candidate's packet.
 - (2) After a careful review of the reports and recommendations of the DEP and UEC (if applicable), and the Candidate's packet, the Provost, in his or her best judgment, shall make a positive or negative recommendation in writing as to the Candidate's reappointment or promotion.
 - a. The Provost's recommendation, if positive, is provided to the President consistent with Section 6.8(e).
 - b. If the Provost's recommendation is negative, the decision and written justification are provided to the Candidate. Unless

overturned on appeal by the President, negative recommendations from the Provost are terminal.

- c. The process for appealing a negative recommendation from the Provost is as follows:
 - 1. Within ten (10) days of the Provost's written justification being provided the Candidate may submit a written appeal to the Office of the President (president@floridapoly.edu).
 - (I) Failure to appeal a negative recommendation within the ten (10) day time frame renders the recommendation final and subject to no further review or grievance.
 - 2. Upon receipt of the Candidate's appeal, the President will review the Provost's negative recommendation, the UEC and DEP committee reports, and the Candidate's packet.
 - 3. The scope of the President's appellate review is limited to correcting errors of judgment or process.
 - 4. Within twenty (20) days of receipt of the Candidate's appeal, the President will render a decision either granting or denying the appeal on its merits.
- (3) The Provost's recommendation, Provost's written justification, and the President's decision as a result of the appeal process constitute faculty evaluative information and/or limited-access records, pursuant to Florida Polytechnic University Rule 6C13-6.008.
- (e) **President's Review and Authority.** The President shall have the sole authority to grant a Candidate's reappointment or promotion and will act upon the request for reappointment or promotion provided by the Provost.
 - (1) The granting of reappointment or promotion shall be based on the University's criteria, clarifications produced by the Candidate's unit or department, the reports and recommendations of the DEP and UEC, any documents relied upon by the DEP and UEC in creating their reports and recommendations, the Candidate's packet, and the written recommendation of the Provost.
 - (2) The President will consider the items listed above, noting that the committee reports have provided a strong review of the candidate and, in his or her best judgment, either:
 - a. grant reappointment or promotion, via written notice, within the terms of this contract, or;
 - b. deny the request for reappointment or promotion.
 - (3) If the President's final decision on reappointment or promotion is negative, the President shall provide written justification to the Candidate within twenty (20) days of the decision.

- (4) The President's written notice of granting reappointment or promotion (6.8(e)(2)a) and written justification denying the request for reappointment or promotion (6.8(e)(3)), constitute faculty evaluative information and/or limited-access records, pursuant to Florida Polytechnic University Rule 6C13-6.008.
- (f) If a Candidate does not receive a promotion following formal consideration by full review, the Candidate may not reapply for promotion until after the completion of two (2) additional academic years. This clause shall not unreasonably deny a Candidate their terminal promotion consideration to Associate Professor.
- (g) The Candidate being considered for promotion may withdraw from consideration provided that the withdrawal is made before the UEC begins its consideration of the Candidate. Such withdrawal shall be without prejudice and will not render the Candidate ineligible for the next promotional cycle.
- (h) Promotion Date.
 - (1) Promotions for professors that are granted shall be effective on August 15 following the decision date.
 - (2) An individual may use their new title effective upon written notification of their promotion.

6.9 Reappointment and Promotion for Instructors, Senior Instructors, Distinguished Instructors, and Professors of Practice.

- (a) Reappointment & Promotion Materials:
 - (1) Reappointment Materials: Instructors must submit the following materials to be considered for reappointment:
 - a. Candidate personal statement
 - b. Updated, current curriculum vitae
 - c. Last two (2) faculty activity reports
 - d. Last two (2) reviews from department chair
 - (2) Promotion (Instructor to Senior Instructor) Materials: Instructors must submit the following materials to be considered for Promotion to Senior Instructor:
 - a. Candidate personal statement
 - b. Updated, current curriculum vitae
 - c. Teaching portfolio
 - d. Last two (2) faculty activity reports
 - e. Last two (2) reviews from department chair
 - (3) Reappointment of Senior Instructor: Senior Instructors must submit the following materials to be considered for reappointment:
 - a. Candidate personal statement to include update of activity since promotion or last reappointment

- b. Updated Curriculum Vitae
 - c. Last three (3) faculty activity reports
 - d. Last three (3) reviews from department chair
- (4) Promotion (Senior Instructor to Distinguished Instructor) Materials: Senior Instructors must submit the following materials to be considered for Promotion to Distinguished Instructor:
 - a. Candidate personal statement
 - b. Updated, current curriculum vitae
 - c. Teaching portfolio
 - d. Last three (3) faculty activity reports
 - e. Last three (3) reviews from department chair
- (5) Reappointment of Distinguished Instructor: Distinguished Instructors must submit the following materials to be considered for reappointment:
 - a. Candidate personal statement to include update of activity since promotion or last reappointment
 - b. Updated Curriculum Vitae
 - c. Last five (5) faculty activity reports
 - d. Last five (5) reviews from department chair
- (6) Reappointment of Professor of Practice: Professors of Practice must submit the following materials to be considered for reappointment:
 - a. Candidate personal statement to include update of activity since promotion or last appointment
 - b. Updated Curriculum Vitae
 - c. Last three (3) faculty activity reports
 - d. Last three (3) reviews from department chair
 - e. Other materials relevant to this faculty members contributions to the University
- (b) Reappointment and Promotion: Types, Notices, and Criteria
 - (1) Types:
 - a. Faculty at the instructor level undergo reappointment reviews and promotion review (if eligible and by choice of the candidate).
 - b. Instructors are not required to seek promotion, nor may they be penalized for not seeking promotion.
 - c. Once promoted, Senior Instructors likewise undergo reappointment reviews, as do Distinguished Instructors.
 - (2) Notice of Reappointment requirement will take place consistent with the notification requirement for other faculty.

- (3) Criteria for Instructor, Senior Instructor, Distinguished Instructor and Professor of Practice reappointment and promotion will be developed through the process outlined below in Section 6.10.
- (c) Review Panel and Committees for Instructor-Level rank Reappointments and Promotion (ranks are Instructor, Senior Instructor, and Distinguished Instructor).
 - (1) Instructor-DEP: Shall consist of the department DEP and one (1) out-of-department Distinguished Instructor or Senior Instructor chosen by the Provost. If there is no out-of-department Senior Instructor, the Provost will appoint one out of department faculty member with the rank Associate professor or higher to serve on the instructor DEP.
 - (2) Instructor-UEC: Shall consist of the UEC plus one (1) Distinguished Instructor or Senior Instructor. If there is no individual with the rank Senior Instructor, the Provost will choose one (1) Associate Professor from outside the Instructor's department.
- (d) Reappointment and/or Promotion Process, the Instructor Review.
 - (1) The Instructor-DEP and Instructor-UEC follow the same process as they do for other faculty, except there is no outside letter requirement for Instructor promotion, Senior Instructor promotion or Senior Instructor reappointment, or Distinguished Instructor reappointment.
 - (2) For reappointment reviews of Instructors and Senior Instructors, the Instructor-DEP provides its report directly to the Provost.
 - (3) Every third (3rd) reappointment review for Instructors, Senior Instructors, and Distinguished Instructors requires an evaluation by the Instructor-UEC.
 - (4) Promotion reviews for Instructors and Senior Instructors require an evaluation by the Instructor-UEC.
 - (5) Provost Review and Recommendation.
 - a. Both Instructor-DEP and Instructor-UEC reviews for Instructors and Senior Instructors culminate in either a positive or negative recommendation by the Provost as described in Section 6.8(d)(2).
 - b. These processes shall be consistent with that outlined for other faculty in Section 6.8(d).
 - (6) President's Review and Authority. Actions on reappointments and promotions by the President and Provost will be acted upon in the same manner as described in Section 6.8(e).
- (e) Reappointment Process, Professor of Practice Review.
 - (1) The Professor of Practice reappointment process follows the same process as that for Distinguished Instructor.
 - (2) Every third (3rd) reappointment review for Professors of Practice requires an evaluation by the Instructor-UEC.

- (3) Provost Review and Recommendation.
 - a. Reviews for Professors of Practice culminate in either a positive or negative recommendation by the Provost as described in Section 6.8(d)(2).
 - b. These processes shall be consistent with that outlined for other faculty in Section 6.8(e).
- (4) President's Review and Authority. Actions on reappointments by the President and Provost will be acted upon in the same manner as described in Section 6.8(e).

6.10 Development of Reappointment and Promotion Criteria for the Instructor Rank, Professors of Practice, Assistant Professors, Associate Professors, and Professors.

- (a) The awarding of reappointment or promotion shall be based on written criteria, which are established by the University and developed by each department in accordance to this Article.
- (b) University Criteria. No later than January 15 of every even-numbered calendar year, the University shall establish the general criteria for the granting of promotion or reappointment, and provide that criteria to each department's Chair. If a category of reappointment or promotion criteria is not in place for an upcoming review cycle where a candidate may request reappointment or promotion, the criteria will be developed to support that cycle.
 - (1) Promotion and reappointment criteria shall consider the performance of the work that the professor has been assigned (as reflected in FARE forms), criteria for each rank as set forth in the most recent, BOT-approved Faculty Handbook, and the faculty member's responsibilities as a member of the University and department community.
 - (2) The University criteria shall broadly recognize and consist of the following:
 - a. Instruction, including regular classroom and laboratory teaching, classroom development, effective development/application of new instructional methods, directing thesis or dissertation committees, and other instructional activities;
 - b. Research or other creative activities relevant to the department mission, including scholarly publications, support and advising of graduate students; and
 - c. Service to professional societies and contributions to the University and department.
 - (3) The criteria shall also include, but are not limited to:
 - a. a demonstrated record of scholarly activity, teaching, and as appropriate, course and/or curriculum development commensurate with the University's mission and relevant academic discipline(s);
 - b. evidence of a positive and growing reputation in his/her chosen sub-field within the department's mission, and;

- c. promise of continued successful performance.
- (4) The Provost will formally request input from the FRC as to the University criteria before providing the finalized University criteria to each department's Chair.
- (c) Department Clarifications of University Criteria. The department clarifications, described in this section shall provide context for the broader University criteria and:
 - (1) be consistent with university requirements and faculty work assignments;
 - (2) be detailed enough that a reasonable professor should be informed about the expectations for performance or accomplishments which are necessary to earn reappointment or promotion, assuming that the accomplishments are of sufficient quality, quantity, and consistency, and;
 - (3) identify some representative examples of the achievements or performance characteristics which, if the requirement or distinction were met, are appropriate comparisons for reappointment or promotion.
- (d) Criteria and Department-Specific Clarification Review Process. Criteria and department-specific clarifications shall be developed and approved on a bi-annual cycle according to the following procedures:
 - (1) Department Committee Formation and Membership.
 - a. The Committee shall consist of:
 - 1. the Vice Provost of Academic Affairs (or Provost-designee);
 - 2. Department Chair of each respective department, and;
 - 3. two (2) faculty members from the department, at least one (1) holding the most senior rank in the department, subject to the limitations below in 6.10(d)(1)c).
 - b. In years during which the clarifications are reviewed, department faculty shall select their two (2) representative faculty members during the first week of the fall semester.
 - c. Exceptions to Department Committee Membership.
 - 1. The Department Committee requires senior-ranking membership, followed by overall membership. If a department has three (3) or more senior-ranking faculty members, a senior-ranking faculty member that will be reviewed in the next academic year's review cycle may not serve on the Department Committee.
 - 2. Similarly, if a department has more than ten (10) faculty members, a junior-ranking faculty member that will be reviewed for reappointment in the next academic year's review cycle may not serve on the departmental committee.
 - 3. Faculty members that have resigned, received a notice of non-reappointment or notice of layoff, instructors, and

visiting/adjunct faculty are not eligible to serve on the Department Committee or participate in the Department Committee selection process.

- (I) However, Instructors who have served in a full-time capacity for at least the most recent five (5) consecutive years are eligible to serve on or participate in the Department Committee selection process as it relates to the development of department-specific clarifications for instructors.

(2) Development of Department-Specific Clarifications.

- a. The Provost shall provide a framework for department-specific clarifications and formally charge the Department Committee to develop and maintain written clarifications of the University's reappointment and promotion criteria in terms aligned with the department's discipline(s) and assigned duties, and consistent with University standards as established in the most recent BOT-approved version of the Faculty Handbook.
- b. Upon receiving the University criteria and clarification framework, the Department Committee shall convene to develop clarifications of the University criteria consistent with the department disciplines in accordance with the procedures outlined herein.
- c. The Department Committee shall complete its review and finalize the department clarifications within fifteen (15) days of receiving the University's criteria.

(3) Department Faculty Vote. Within ten (10) days of the Committee finalizing the department clarifications, the department faculty shall conduct a confidential and anonymous vote on said clarifications.

- a. Faculty that are in their terminal year of employment (as a result of non-reappointment, resignation, or layoff), visiting/adjunct faculty, and instructors are not eligible to vote on the clarifications. Instructors and Senior Instructors, however, are eligible to vote on the department-specific clarifications for instructors.
- b. If a majority of a department's faculty vote in favor of the proposed department clarifications, the department clarifications are forwarded to the Provost for review and approval.
- c. If the majority of a department's professors do not vote in favor of the proposed department clarifications, the Department Committee shall reconsider the proposed clarifications prior to conducting a second vote.
 1. The Department Committee shall have five (5) days to reconsider the proposed clarifications and conduct a second vote within five (5) days of finalizing the second round of department clarifications.

2. If the second vote is also unsuccessful, the proposed clarifications shall be forwarded to the Provost for approval, noting the lack of department faculty support.
 3. If a vote does not occur within five (5) days of the Committee finalizing the department clarifications, the department clarifications shall be forwarded to the Provost for review, noting that no vote occurred.
- (4) Provost Review. Within ten (10) days of receipt, the Provost shall review the proposed department clarifications to ensure compliance with this Agreement, the mission and goals of the University, and University standards as established in the most recent, BOT-approved version of the Faculty Handbook.
- a. The Provost will either approve the proposed department clarifications, or return them to the Committee for reconsideration.
 - b. In the event the Provost returns the proposed department clarifications to the Committee for reconsideration, he/she shall provide objections to any such provision in writing.
- (5) Committee Reconsideration. The Department Committee shall reconsider the Provost's written objections and within ten (10) days after receiving them, shall resubmit the proposed written clarifications to the Provost, incorporating all, some, or none of the objections, along with a written explanation and justification for the resubmitted language.
- (6) Provost Reconsideration, Revision and Adoption. The Provost shall reconsider the department clarifications and issue final revisions or approvals with a final adoption of the criteria within seven (7) days after receiving the revised department clarifications.
- (e) Changes in Criteria for Reappointment and Promotion for Professors.
- (1) Following the Provost's approval adoption of the final criteria, the University may modify the approved University criteria for reappointment and promotion so long as the UFF has been notified of the proposed changes and been offered an opportunity to discuss such changes in consultation with the President or designee.
 - (2) Changes to discipline-specific departmental clarifications may only be considered if changes to the University criteria have been made as described in (e)(1). Such changes to discipline-specific criteria shall be developed and approved according to the process outlined in 6.10(d)(2).
- (f) Access to Criteria. The Reappointment and Promotion criteria shall be available on the Provost's webpage (<https://floridapoly.edu/provost/>) and/or at the written request of any faculty member.

6.11 Non-Reappointment of Faculty

- (a) Faculty members on multi-year appointments cannot be terminated during the contract period except for just cause, layoff, or termination of the funding source in the case of soft money appointments.
- (b) Reappointment or Promotion Review. If a faculty member has participated in a reappointment or promotion review and is not provided with an offer of reappointment or promotion,
 - (1) a faculty member with a remaining contract term of more than one (1) year will be provided written notice of non-reappointment, advising that the existing contract will not be renewed with no right to continued employment, or;
 - (2) a faculty member with a remaining contract term of less than one (1) year will be provided a notice of non-reappointment that the existing contract will not be renewed, and the University shall offer a terminal contract which supersedes the existing contract and expires one (1) year from the date of the written notice, with no right to continued employment.
- (c) If a professor chooses not to participate in a reappointment review, or in the case of an Assistant Professor, chooses not to participate in the promotion process, the professor will be administratively non-reappointed and the professor's employment shall end on the last date of the professor's existing contract.
- (d) Non-reappointed employees are not eligible to receive any salary increases or bonuses during the notice period.
- (e) Non-reappointed employees are not eligible to serve on departmental or university committees without prior approval of the Provost.
- (f) Payout option.
 - (1) At the time of or following issuance of a notice of non-reappointment to any employee, the University may elect in its discretion to pay the employee for all or a portion of the remaining term of the contract, as may be allowed under Florida law.
 - (2) If the University elects this option, it will pay the employee an amount, less withholding, equal to the salary for that portion of the remaining term of the contract which the University is paying out, and the employee's employment will terminate immediately.

6.12 Assistant Librarians and Wellness Counselors

- (a) Contract duration for appointments and reappointments are as follows:
 - (1) Assistant Librarian I & Wellness Counselor I.
 - a. Initial Contract Duration: two (2) years
 - b. Reappointment Contract Duration: two (2) years

- c. Reappointment Cycle: two (2) years.
 - 1. The University will review the Assistant Librarian I and Wellness Counselor I during the second full spring term of employment (or the first spring after four complete terms depending on hire date) and thereafter in the fourth (4th) semester of each contract cycle.
- (2) Assistant Librarian II and Wellness Counselor II.
 - a. Initial Contract Duration: two (2) years
 - b. Reappointment Contract Duration: three (3) years
 - 1. The University will review the Assistant Librarian II and Wellness Counselor II during the second full spring term after initial promotion and thereafter in the spring of the third year of the reappointment contract.
- (b) Reappointment Review Requirements & Process
 - (1) Candidate Required Materials: Candidates for reappointment must provide the following materials in their reappointment “packet.”
 - a. The Employee Self-Review Worksheet provided by Human Resources;
 - b. The candidate’s previous performance reviews;
 - c. An updated curriculum vitae;
 - d. If other materials are used as part of the review, the candidate will be informed of this information, and provided a minimum of five (5) days to respond to the information.
 - (2) Reappointment Process.
 - a. Dates for reappointment notification and submission of materials to Supervisor will coincide with those for Faculty.
 - b. Considerations for reappointment include:
 - 1. A review of goals, objectives, and accomplishments achieved over the total review period.
 - 2. Specific goals, tasks, or assignments derived from annual or periodic evaluations.
 - 3. Candidate’s likelihood for continued success.
 - 4. Any additional criteria established via the process for University Criteria for Reappointment and Promotion established for faculty positions.
 - c. Decisions must be considered by the supervisor, the Provost, and the Vice Provost of Student Affairs.

- d. Upon request, the Provost will provide a written justification for the reappointment decision.
- (c) Promotion Procedure for Assistant Librarians & Wellness Counselors:
 - (1) Employees designated as Assistant Librarian I and Wellness Counselor I are not obligated to seek promotion, nor will they be penalized for not doing so.
 - (2) Available Ranks for Promotion
 - a. Assistant Librarian I to Assistant Librarian II
 - b. Wellness Counselor I to Wellness Counselor II
 - (3) Eligibility for Promotion.
 - a. Minimum Duration of Employment: Employees must have served at least 5 successful academic years at their current rank in a full-time capacity, with an overall evaluation rating of “Meets Expectation” for each of those years, in order to qualify for consideration of the next highest rank.
 - b. Minimum Requirements: Employees must have been in a position of continued employment and not have been given notice of non-reappointment or termination, and not initially hired at a rank higher.
 - (4) Promotion Review Requirements & Process.
 - a. Candidate Required Materials: Candidates for reappointment must provide the following materials in their reappointment “packet.”
 - 1. A personal statement addressing how the candidate fulfills the responsibilities of the position and advances the mission of the unit and the University.
 - 2. The candidate’s previous performance reviews (including self-evaluations) and other evaluations since initial hire at the University.
 - 3. An updated curriculum vitae.
 - 4. If other materials are used as part of the review, the candidate will be informed of this information, and provided a minimum of five (5) days to respond to the information.
 - (5) Promotion Process.
 - a. Dates for Promotion notification and submission of materials to Supervisor will coincide with those for Faculty.
 - b. Considerations for Promotion include:
 - 1. A review of goals, objectives, and accomplishments achieved over the total review period.
 - 2. Specific goals, tasks, or assignments derived from annual or periodic evaluations.

3. Candidate's likelihood for continued success and appropriate contribution on institutional initiatives.
4. Any additional criteria established via the process for University Criteria for Reappointment and Promotion established for faculty positions.

c. Promotion Decisions

1. May include inputs from relevant campus stakeholders, such as students, faculty, and other staff.
2. Must be considered by the supervisor, the Provost, and the Vice Provost of Student Affairs.
3. Upon request, the Provost will provide a written justification for the promotion decision.

(d) Non-Reappointment.

- (1) Employees on multi-year appointments cannot be terminated during the contract period except for just cause, layoff, or termination of the funding source in the case of soft money appointments.
- (2) Non-Reappointment at Reappointment or Promotion Review: If an employee has participated in a reappointment or promotion review and is not provided with an offer of reappointment or promotion, that employee shall receive a terminal, 6-month contract that supersedes any existing contracts.
- (3) Non-reappointed employees are not eligible to receive any salary increases or bonuses during the notice period.
- (4) Non-reappointed employees are not eligible to serve on departmental or university committees without prior approval of the Provost.
- (5) Payout option.
 - a. At the time of or following issuance of a notice of non-reappointment to any employee, the University may elect in its discretion to pay the employee for all or a portion of the remaining term of the terminal contract, as may be allowed under Florida law.
 - b. If the University elects this option, it will pay the employee an amount, less withholding, equal to the salary for that portion of the remaining term of the contract which the University is paying out, and the employee's employment will terminate immediately.

6.13 Grievability.

- (a) The University's decision not to offer reappointment or promotion to an employee shall not be considered a disciplinary action.
- (b) The decision to not offer reappointment or promotion is grievable according to Article 11 - Grievance and Arbitration Procedure, as an employee may contest the decision solely because of an alleged violation of a specific term of the Agreement

or because of an alleged violation of the employee's constitutional rights.

- (c)** For the purposes of a grievance about a faculty reappointment or promotion decision, the scope of materials relied upon the denial of a candidate's reappointment or promotion is limited to the Candidate's packet, the DEP report and recommendation, the UEC report and recommendation, and the Provost's recommendation. The University may not subsequently introduce new grounds for that denial during the grievance process nor may it assert that there are other, unwritten grounds for that denial.
- (d)** The remedy for any grievance filed under this provision, if successful, shall not include an award of reappointment or promotion.
- (e)** Such grievances must be filed within thirty (30) days of the Candidate's receipt of the denial of promotion or reappointment from the President as described in 6.8(e)(3) or the President's denial of an appeal as described in Section 6.8(d)(2)c.4.
- (f)** Reports and recommendations from the DEP, UEC, and Provost shall be available for arbitration proceedings consistent with the requirements described in Florida
- (g)** Polytechnic University Rule 6C13-6.008.

ARTICLE 7 ASSIGNMENT OF RESPONSIBILITIES

- 7.1 **Policy.** The University and UFF agree that the assignment of responsibilities to faculty members is one of the mechanisms by which the University establishes its priorities, carries out its mission, and creates opportunities to increase the quality and integrity of its academic programs.
- 7.2 **Faculty Assignment.** Teaching, research, and service are integral parts of a faculty member's assignment. Instructors are not assigned research.
- (a) The University and UFF recognize that there are legitimate differences in faculty development needs within the academic and university community, in interests and areas of expertise among faculty members, in conventions among academic disciplines, in academic program needs, and in the needs of units employing faculty members.
 - (1) A prescriptive, rigid, and uniform formula that inflexibly dictates annual workloads for individual faculty is not conducive to responding to these differences.
 - (2) This Agreement is intended to provide assignment flexibility, allowing for shifts in the emphasis placed on various duties throughout a faculty member's career.
 - (b) The University and UFF recognize that it is a part of the faculty member's professional responsibility to carry out a majority of their duties on campus.
 - (1) Examples of duties and activities which occur on campus during normal business hours, and may require attendance in-person, include, but are not limited to, regularly scheduled instructional activities, scheduled office hours, departmental or University-wide meetings, and training sessions.
 - (2) Physical or virtual attendance in campus meetings is determined by the modality of the meeting, which is set by the chair of the meeting.
 - a. Virtual meetings do not require in-person attendance.
 - b. In-person meetings typically require physical presence in the meeting.
 - (3) The University and UFF further recognize that other duties may be more appropriately performed in a manner and place (i.e. off-campus location), as determined by the faculty member.
 - a. Regardless, a faculty member shall not choose to work off-campus in a manner that materially affects their ability to perform their duties, including those that involve interaction with students, other faculty, and staff.
 - (4) The University shall make a reasonable and good faith effort, consistent with other provisions of this Agreement, to provide faculty members with the necessary facilities and resources for carrying out their assigned duties and responsibilities.

- (c) Faculty members receive their assignments of duties and responsibilities, in writing, from the University prior to the beginning of each new semester.
 - (1) Assignments generally include instruction, research, and service activities.
 - (2) Research and service may be assigned on a more flexible basis.

7.3 Considerations in Assignments for Faculty.

- (a) The University and UFF recognize that the Legislature has described the minimum full academic assignment as a minimum of twelve (12) contact hours and that exceptions to this teaching load (for research/scholarship/creative activity and service) are at the discretion of university management.
- (b) The workload for a course will be determined by the credit hour and faculty assignments will be based on a credit hour minimum and maximum.
- (c) The University and UFF also recognize that professional obligations undertaken by a faculty member will often be broader than that minimum and are not easily quantifiable.
- (d) The University and UFF recognize that it is management's responsibility to determine and assign faculty members their workload.
- (e) An employee who does not have sufficient workload is expected to work collaboratively with their supervisor to identify opportunities to be fully utilized.
- (f) The University also recognizes that, to ensure quality of instruction and provide opportunities for appropriate professional development, faculty should be assigned more than twelve (12) credit hours of work in a fall or spring semester only in unusual circumstances.
 - (1) Any assignment of responsibilities that exceeds fifteen (15) credit hours in a fall or spring semester will be considered an overload.
 - (2) Any assignment that exceeds twelve (12) credit hours in teaching (classroom instruction and teaching buyouts) for a fall or spring semester will be considered an overload.
 - (3) When making assignments, the Chair should consider a credit hour of independent research, directed research, service, or instructional development as roughly equivalent to three (3) or four (4) hours of work per week over a fall or spring semester.
- (g) Subject to the provisions of this Agreement, the University has the right to determine the type of duties and responsibilities that comprise the professional obligation and to determine the relative proportion of effort a faculty member may be required to expend on the various components.
- (h) Furthermore, the University properly has the obligation constantly to monitor and review the size and number of classes and other instructional activities, such as laboratories, field experiences, and internships, to consolidate inappropriately small offerings, and to reduce inappropriately large classes.
- (i) Faculty will be provided an opportunity to express their preference for their assignment of responsibilities, including which courses that they would like to

teach and their preferred schedules for course delivery that adhere to University established course scheduling standards.

- (j) When assigning courses and other responsibilities, the Chair, or in the absence of Chair, the Director or Provost, will consider these requests in addition to other considerations such as workload assignment fairness, providing an appropriate learning environment for students, upholding appropriate academic standards, and facilitating student success.
- (k) The Chair shall inform the faculty member of their course and service assignments and shall offer the faculty member the opportunity to discuss their overall course and service assignments.

7.4 Assignment Notification

- (a) Faculty preference for schedules and courses
 - (1) Department Chairs will endeavor to ask faculty at the end of week three what courses they would prefer to teach, and their preferred schedules for teaching.
 - (2) Faculty will provide their input at the end of week four on their course and schedule preferences.
 - (3) When scheduling courses, availability of rooms and managing course availability for students, including managing course conflicts shall take priority over faculty preference.
 - (4) Faculty may request a meeting with their chair regarding their course assignment. Meetings should be requested before the opening of course registration. If practical, the chair will meet with faculty members who request a meeting.
- (b) Communication of Assignment to Faculty
 - (1) A tentative assignment of responsibilities, including the modalities for all courses to be taught, for the fall semester shall be provided no later than July 15.
 - (2) A tentative assignment of responsibilities, including the modalities for all courses to be taught, for the spring semester shall be provided no later than November 20.
 - (3) Assignments include the course modality, which is solely determined by the University.
 - (4) The faculty member shall be notified of the final assignment, including the modalities of all courses to be taught, in writing no later than two (2) weeks in advance of the starting date of each semester. A faculty member's assignment for the spring semester shall also include the end date for their academic year contract (i.e. when nine-month faculty go "off contract"). Alternatively, the university may inform the faculty as a body in writing of the academic year end date by the end of the first week of classes during the spring semester.
 - (5) The faculty member shall receive their draft Faculty Assignment of Responsibilities and Effort (FARE) Report no later than the Monday of the

third full week of classes during the fall and spring semesters.

- (6) New faculty members shall be informed of assigned duties as soon as practicable.

(c) Change in Assignment

- (1) If it should become necessary to make changes in a faculty member's assignment, the person responsible for making the change shall notify the faculty member as soon as practicable prior to making such changes and shall specify the changes and the reason for the changes in writing.
- (2) The University shall make a good faith effort not to change a faculty member's teaching assignment, including a change in course modality, fewer than two (2) weeks prior to the beginning of the semester.
- (3) If a faculty member has been assigned or reassigned a course or a course's modality has been changed fewer than two (2) weeks prior to the beginning of the semester, such circumstances will be taken into account when reviewing the faculty members' performance.

7.5 **Equitable Opportunity.** To the extent feasible, each faculty member will be given assignments that provide equitable opportunities in relation to other faculty members, to meet required criteria for annual evaluations, reappointment, and promotion.

7.6 **Resolutions of Assignment Disputes.**

- (a) A faculty member shall be granted, upon written request, a conference with the person responsible for making the assignment to express concerns. The conference shall occur within five days of the request. If the person responsible for making the assignment is unavailable in this time period, the Provost or designee will conduct the meeting.
 - (1) If the conference with the person responsible for making the assignment does not resolve the faculty member's concerns, the faculty member shall be granted, upon written request, an opportunity to discuss those concerns with the Provost or designee.
 - a. The written submission shall not exceed a single page, double-spaced, in Times New Roman 12-point font.
 - b. The written request must be received no later than three (3) days after the initial conference with the person responsible for making the assignment.
 - c. This discussion will be held within three (3) days of receipt of the written request.
 - (2) A final decision shall be rendered within seven (7) calendar days of the Division Director or Provost (or designee) receiving the faculty member's written request.
 - (3) The faculty member shall perform the assignment until the final resolution of the matter as prescribed in this Agreement.
- (b) The parties recognize the following factors are critical to assignments:

- (1) Assignments are driven primarily by the program and curricular needs of the students in the programs in the department. The preferences and desires of faculty members are secondary to those program and curricular needs.
 - (2) Not all faculty assignment requests and circumstances can be accommodated, and that inability to accommodate does not represent in and of itself an arbitrary and unreasonable assignment.
 - (3) The time between the beginning of the first assignment and the end of the last assignment in one (1) day should not exceed nine (9) hours, unless there is no practicable alternative.
 - (4) The time between the end of the last assignment on one (1) day and the beginning of the first assignment for the next day should not be less than twelve (12) hours, unless there is no practicable alternative.
- (c) If the Director or Provost denies a faculty member's request for re-assignment, the University shall provide the reason in writing to the faculty member.

7.7 Overload Assignments.

- (a) An overload assignment is defined in 7.3(f)(1).
- (b) As compensation for an overload assignment, the faculty member shall receive 4.167% of the faculty member's academic year rate of pay for each credit hour of overload assignment.

7.8 Summer Appointments and Assignments.

- (a) Summer appointments are separate and distinct from the nine (9)-month academic year appointment.
 - (1) The summer course schedule shall be developed by the department chair (or designee) in consultation with the Director (if present) and Provost and will consider available budget, student demand, and program and curricular needs of the department, division, and University.
 - (2) Department chairs will formally ask all faculty in their department in writing if they would like to teach in the summer, and if so, which courses they would prefer to teach. That deadline will be at least one (1) week after the chair's written request.
 - (3) The Chair will consider these faculty requests to teach in addition to other considerations such as workload assignment distribution, budgetary constraints, providing an appropriate learning environment for students, upholding appropriate academic standards, and facilitating student success.
- (b) A full-time (1.0) FTE summer assignment shall consist of teaching 7.4 credit hours.
 - (1) In normal circumstances, a summer teaching assignment will not exceed eight (8) credit hours.
 - (2) The summer instructional assignment, like that for the fall and spring semesters, includes the normal activities related to such an assignment as defined by the department/unit and the nature of the course, such as course preparation and coordination, minor curriculum development, lectures, evaluation of student efforts, and consultations and conferences with students.

- (c) No faculty member with a nine (9)-month appointment shall be required to accept a summer appointment. As summer appointments are voluntary, a faculty member's declining a summer appointment shall not influence annual evaluation results or reappointment and promotion decisions.
- (d) Faculty members shall not be required to undertake research or service work unrelated to course assignment during the summer without compensation.

7.9 Summer Assignment Considerations.

- (a) The summer course schedule shall be developed to meet the program and curricular needs of the students in the programs in the department.
- (b) The Division Director, Department Chair, or their designee who schedules summer courses shall consult with the faculty members about which courses they are qualified and available to teach.
- (c) Summer appointments shall be offered no later than three (3) weeks prior to the beginning of the appointment, if practicable.
- (d) In the event a faculty member does not receive a Summer Assignment, the faculty member may utilize the procedure set forth in Section 7.6.

7.10 Summer Compensation for Nine-Month Faculty.

- (a) A faculty member's summer employment contract shall specify the compensation provided for the appointment.
 - (1) For each credit hour assigned to be taught during the summer, the faculty member shall receive 4.167% of the faculty member's academic year rate of pay.
 - (2) The University may choose to offer, and the faculty member may choose to accept, higher compensation than that described in the previous section.
- (b) Other credit-generating activities such as thesis or dissertation supervision, directed independent studies, supervised teaching or research, or supervision of student interns, as well as research or service activities, may be offered during the summer term for mutually agreed-to compensation for that specific activity separate from the compensation provided for any summer instructional assignment.
- (c) The University also reserves the right to employ faculty over the summer period for non-teaching duties, for agreed upon times and at a rate not below the faculty member's standard daily rate of pay.

7.11 Considerations in Assignment for the Academic Professionals. A work week for academic professionals will consist of a minimum of forty (40) hours. The University and UFF recognize that professional obligations undertaken by academic professionals will often require more than that minimum.

- (a) Subject to the provisions of this Agreement, the University has the right to determine the type of duties and responsibilities that comprise the professional obligation of an academic professional.
- (b) In making assignments or adjustments to assignments, the University shall consider

the needs of the university and operational unit and the non-teaching academic professionals' preferences, qualifications and experiences, and professional development interests.

ARTICLE 8

PERFORMANCE EVALUATIONS

8.1 General Principles. Performance evaluations are used to assess, recognize, and facilitate improvement in Employees' performance. This strengthens the University's workforce by providing a periodic and formal exchange of information between supervisors and employees regarding progress, accomplishments, and when applicable, areas needing improvement. Performance evaluations also provide an opportunity to clarify work standards, discuss training and development needs, set goals for the next year, and identify the support needed to reach such goals.

8.2 Purpose and Scope of Evaluation.

(a) Purpose. An annual evaluation is a subjective assessment of an individual's performance based on objective criteria.

- (1)** Annual evaluations for faculty members focus on performance in functions such as teaching, research, service, and other duties that may be assigned.
- (2)** Annual evaluations for academic professionals focus on the performance of all assigned duties.
- (3)** In addition, all Employees are evaluated based on the terms of their individual contract, duties under the Collective Bargaining Agreement, and on their contributions to the orderly and effective functioning of the University and their academic department/unit.

(b) Scope.

(1) Evaluators should state goals for the upcoming year and should endeavor to assist the Employee in correcting any performance deficiencies reflected in the annual evaluation.

- a.** Employees are encouraged to accept and seek such assistance, if needed.
- b.** The Evaluator may informally coach or counsel the Employee with the goal of improving performance. Such advice is not disciplinary, nor may it be part of the evaluation file.

(2) Performance Evaluations must:

- a.** Fully consider information in the faculty member's dossier and any other faculty evaluative information that is provided and disclosed to the Evaluator, and;
- b.** Be consistent with the Evaluation Guidelines, and reasonably consistent with the Review Panel's guidance.
- c.** Take into account the quality of the performance, as well as the proportions and nature of the assignments.
- d.** Not evaluate an employee for a work assignment that is given, or implied to be given, in the area of research without the involvement of the Employee's supervisor and the agreement of the Employee.

- e. Evaluate how well an employee fulfilled the work duties they were assigned. Evaluators may take into consideration work that goes beyond the faculty member's assigned duties but remain within the professional responsibilities of a faculty member.
 - f. Only evidence that directly pertains to the candidate shall be considered.
 - g. An evaluation may not penalize a faculty member for having less than twelve (12) credit hours of work assigned. See 7.3.
- (3) Academic professionals have, as part of their job description, other duties as assigned. Significant duties assigned under this heading must be issued in writing (via email) and are included in the expectation of performance. Minor requests that are within the appropriate scope of the individual's job may be given verbally.
 - (4) Each Evaluator completing a performance evaluation must articulate sufficient and specific grounds or reasons to substantiate any rating other than "Meet Expectations."
 - (5) Evaluations shall not be arbitrary nor capricious and the evaluation shall reflect the reviewer's best judgment of the individual's performance.
- (c) Promotion Appraisals.
- (1) Faculty Members may request, at the time of the submission of the Evaluation Information Sheet (see Section 8.3(b)), an appraisal regarding their progress toward promotion, if applicable.
 - (2) The appraisal is intended to provide a current assessment of the strengths and weaknesses of the Faculty Member's candidacy for promotion and provide assistance and counseling in progressing toward promotion.
 - (3) The Evaluator shall include the promotion appraisal as a separate addendum to the annual evaluation, but the promotion appraisal shall not be part of the justification for the ratings assigned for the annual evaluation.
 - (4) Such appraisals regarding progress toward promotion are non-binding on the University and shall not be subject to the grievance process.
 - (5) Such appraisals shall not be included in the employee's personnel file and shall not be considered or used during the promotion process.

8.3 Annual Evaluation. Employees are evaluated at least once annually, except as described in Sections 8.3(g) and (h).

- (a) The annual evaluation period will cover all employment occurring from February 1 through January 31, regardless of the employment start date.
- (b) The Employee must submit the Evaluation Information Sheet (see Section 8.7) to the Evaluator, with a copy to the Provost's Office, no later than February 15.
- (c) On or before May 1, the Evaluator must:

- (1) Complete the performance evaluation;
 - (2) Provide a copy of the Evaluation to the Employee, and;
 - (3) Discuss and review the evaluation with the Employee (the Employee may choose to not discuss the evaluation). The discussion will be scheduled by the Evaluator during normal business hours, unless both parties agree to a meeting outside of normal business hours.
- (d) On or before May 1, the Employee must acknowledge receipt of the performance evaluation by signing the evaluation. The evaluation shall make clear to the employee that this is only to acknowledge the receipt of the evaluation and does not represent acceptance of the contents of the evaluation. The Evaluator must sign the evaluation and submit the signed evaluation to the Provost's Office.
- (e) On or before May 15, the finalized performance evaluation must be added to the Employee's evaluation file in the Provost's Office unless the employee and the Provost's Office have agreed to postpone a review meeting until after May 15 (see 8.6 (c)).
- (f) Revised evaluations
- (1) If errors, omissions, or other documentable issues with the evaluation are discovered, the chair, division director if present, Provost, or Provost designee may issue a revised performance evaluation to replace the original evaluation. However, a revised evaluation may only be issued within 120 days of the finalized evaluation being added to the Employee's evaluation file (see 8.3 (e)) except by mutual agreement of the Employee and the University.
 - (2) If the performance evaluation contains indisputable factual errors or omissions (e.g. an SAI result or DFW rate is misreported), the chair, division director if present, Provost, or Provost designee will issue a corrected performance evaluation to replace the original evaluation.
 - (3) The Evaluator and Employee must acknowledge receipt of the revised or corrected performance evaluation by signing the revised or corrected evaluation. The University would retain both evaluations and would indicate on the original evaluation that it had been replaced by the revised or corrected evaluation.
- (g) The performance of an Employee must be evaluated annually, with the following permissible exceptions:
- (1) Employees that have resigned;
 - (2) Faculty members in the terminal year of the contract, or;
 - (3) Faculty members whose employment began less than ninety (90) days prior to the end of the evaluation period.

8.4 Probationary Evaluation. In addition to the annual evaluation, the academic professional must receive a probationary evaluation after ninety (90) days of employment in their position.

- (a) In the absence of a completed probationary evaluation, a probationary employee will default to a “satisfactory” rating.
- (b) If the academic professional’s probationary period ends between October 1 and January 30, the employee’s immediately following annual performance evaluation may be skipped. If skipped, the employee must be evaluated during the next annual evaluation period.

8.5 Evaluators.

- (a) Faculty Evaluators are the Department Chair or Division Director that has been assigned personnel management responsibility by the Provost for the Employee’s area. When the Evaluator is a Division Director, the Division Director will seek advice and context from a department chair for each of the faculty members in the unit. The Assistant Librarian and Wellness Counselor are evaluated by their immediate supervisor.
- (b) For faculty, the Provost will appoint an evaluation review panel which will consist of Evaluators, and if the Faculty Representative Council chooses to do so, two faculty members of senior rank (Associate Professor or Professor) appointed by the Faculty Assembly. The purpose of the review is to ensure the Evaluators have applied a consistent standard to all faculty members when conducting the evaluations. The reviews prepared by Department Chairs or Division Directors may change as a result of panel discussions. The Provost will serve as chair of the evaluation review panel. All members of the evaluation review panel must agree to the confidentiality of the review process.

8.6 Evaluation Review.

- (a) Within seven (7) calendar days of receipt of the evaluation, the faculty member may request a review, in writing, with the Provost’s Office to discuss (with the Provost or Provost’s designated administrator) concerns regarding the evaluation, which were not resolved in previous discussions with the Evaluator.
- (b) Within seven (7) calendar days of receipt of the evaluation, the academic professional may request, in writing, a meeting with the administrator at the next higher level in their line of authority to discuss concerns regarding the evaluation, which were not resolved in previous discussions with the Evaluator.
- (c) The evaluation reviews in (a) and (b) above must take place no later than May 15 unless both the Provost’s Office and the faculty member or academic professional mutually agree to schedule the meeting after May 15.

8.7 Evaluation Information Sheet. A sample Faculty Activity Report format is attached to this contract in Appendix B. The Faculty Representative Council may provide the Provost with recommended changes to the information sheet’s format no later than December 1 on an annual basis. The Provost will communicate decisions on changes in the format to the Faculty Representative Council by January 15. (See Appendix B).

8.8 Sources of Faculty Evaluative Information. Evaluations are intended to be comprehensive and not based on a single or limited number of sources of information.

- (a) The Evaluator may consider all appropriate and available information that is

relevant to the Employee's performance. This includes information provided by the Employee and information provided from the following sources: Immediate supervisor(s), peers, students, other University officials who have responsibility for supervision of the faculty member, and members of the University community.

- (1) Any materials or information used to evaluate a faculty member other than that included in the faculty member's dossier will be provided or explained to the faculty member by the Evaluator during the evaluation meeting offered pursuant to Section 8.3(c).
- (2) Any materials or information that have not been disclosed to the faculty member as described in 8.8(a)(1) cannot be used in the evaluation process.
- (b) Records maintained for the purposes of any investigation of Employee misconduct, including but not limited to a complaint against an Employee, including anonymous complaints, and any final conclusions reached pursuant to the investigation of such complaint may not be used or considered in the evaluation process until they are considered final, pursuant to section 1012.91, Florida Statutes. Information that has been validated that is a part of an investigation may be used, regardless of complaint finding and the status of the complaint.
- (c) Information from outside the evaluation period must not be considered in the determination of the Employee's evaluation rating. However, reference to prior evaluations may be appropriately considered for the purpose of providing context or comparison (such as meeting previously stated goals, or noting improvement, consistency, or regression), if directly relevant to performance during the current evaluation period.
- (d) All employees may provide a written response and/or comments regarding their evaluation and have it added to the evaluation file within sixty (60) days of the receipt of the evaluation. All written material used to produce a performance evaluation shall be included in the evaluation file.

8.9 Evaluation Guidelines. The administration will develop a set of evaluation guidelines for each of the faculty ranks that indicate performance characteristics appropriate to each rating for teaching, scholarship, and service.

- (a) Judgments of academic excellence are complex. Evaluation guidelines cannot easily be reduced to a quantitative formula, nor can the considerations that must be applied in each individual case be completely described in general terms or by numbers alone, separate from necessary qualitative assessments. Therefore, the guidelines are used to create consistency in ratings across the range of evaluators and are specifically not a scoring rubric.
- (b) The guidelines for a review period will be provided to the academic departments by September 15 of the year prior to the beginning of the review period and the departments will provide comments on the guidelines on or before November 1 of that year. The comments provided must be approved by the majority vote of the department. The vote must take place anonymously. By January 15, the review evaluation panel will consider the department recommendations and provide a recommendation to the Provost on evaluation guidelines to be used for the next

review cycle. The University must provide the final guidelines to faculty before the review period begins.

- (c) The scale for the evaluations is provided in the following table. The performance rating will typically be used in setting salary increases as described in Article 12.

Evaluation Key	
Deficient	<i>Performance that does not meet an acceptable standard. This rating will typically require a supervisor and employee to develop a performance improvement plan.</i>
Needs Improvement	<i>Performance that is below a reasonable expectation for the person's job description.</i>
Meets Expectations	<i>Performance is sound and within reasonable expectations for the person's job description. Supervisors may add a "+" or a "-" to this rating as further indicators of an employee's performance.</i>
Exceeds Expectations	<i>Performance that goes beyond the "Meets Expectations" standard in some significant way. The individual has performed at a level that provides distinction for themselves.</i>
Exemplary	<i>Performance that is extraordinary and reflects outstanding distinction for the individual.</i>

8.10 Performance Improvement Plan.

- (a) No employee in their terminal year of employment will be required to develop a performance improvement plan.
- (b) When an employee receives an overall evaluation of "Deficient," they and their supervisor will develop a performance improvement plan except in the situation explained in 8.10 (a). The primary responsibility for putting together the plan lies with the faculty member.
- (c) When an employee receives an overall evaluation of "Needs Improvement" for two consecutive years, they and their supervisor will develop a performance improvement plan except in the situation explained in 8.10 (a).
- (d) When an employee receives a "Needs Improvement" or "Deficient" rating in any category used in the evaluation, they may request that they and their supervisor develop a performance improvement plan. Such a request will be approved by the supervisor except in the situation explained in 8.10 (a).
- (e) The performance improvement plan will be developed by the employee, in cooperation with his/her supervisor, and include specific performance targets and a time period for achieving the targets.
 - (1) The performance improvement plan will be approved by the President or

representative.

- (2) Specific resources identified in an approved performance improvement plan may be approved and provided by the University. However, the University is under no obligation to provide resources requested by the faculty member or the supervisor.

- (f) The supervisor will meet periodically with the employee to review progress toward meeting the performance targets. It is the responsibility of the supervisor to use the performance improvement plan as the part of the basis for the next annual evaluation.

8.11 Evaluation File. Faculty members must refer to 6C13-6.008 Personnel Records and Limited-Access Records regarding access to, and disclosure of, performance evaluations and other faculty evaluative information.

ARTICLE 9
COACHING, DISCIPLINE, AND JOB ABANDONMENT

9.1 Policy.

- (a) Employees are subject to disciplinary action, up to and including discharge, for just cause, including but not limited to, for violating University procedures, policies, rules, and regulations, contract provisions, personnel directives, and/or general orders.
- (b) Due process shall be provided prior to any final decisions regarding disciplinary actions (excluding oral reprimands).
- (c) Employees shall be provided notice and a written statement of any disciplinary action taken (excluding oral reprimands).

9.2 Coaching and Letters of Counseling/Instruction.

- (a) Coaching.
 - (1) Coaching is intended to be an informal and constructive process that seeks to improve Employee performance or to discuss issue(s) of concern.
 - (2) Coaching includes guidance for correction and an opportunity to correct an Employee's performance.
 - (3) Coaching is not considered discipline.
- (b) Letters of Counseling/Instruction.
 - (1) If previous oral discussion or coaching is not effective, or if a supervisor determines that written guidance is warranted, Letters of Counseling or Instruction may be given to an Employee. As a formal communication to the faculty member, such letters will:
 - a. identify issues of concern;
 - b. provide guidance for correction, if appropriate, and;
 - c. provide a meaningful opportunity for correction, if appropriate.
 - (2) Letters should provide relevant information regarding university policies, regulations, or provisions of the Collective Bargaining Agreement or information about the University's Employee Assistance Program.
 - (3) Such letters are not considered discipline, are not grievable, and are not placed in the Employee's personnel file unless requested by the Employee.
 - (4) These letters may be used only as evidence to demonstrate the Employee's awareness of University expectations.
 - (5) If the Employee believes that the letter's contents, in whole or in part, are inaccurate, unreasonable, or contrary to university policies, regulations, or provisions of the Collective Bargaining Agreement, they may, within twenty (20) days of receipt of the letter, schedule a discussion of the letter with the Provost or designee. The Provost or designee will schedule this discussion to take place within thirty (30) days of receipt of the Employee's request. The Employee will be informed of their right to a discussion in the letter.

9.3 Notice of Proposed Disciplinary Action.

- (a) Prior to discipline being imposed, an employee will be provided with a written Notice of Proposed Disciplinary Action and the rationale for such action. .

- (1) Such Notice shall be sent certified mail, return receipt requested, to the Employee's last known address, delivered to the Employee in person, or e-mailed to the Employee's university e-mail address.
- (2) In the event that the University reasonably believes that the Employee's actions or presence on the job would adversely affect the orderly conduct and processes of the University, and/or jeopardize the safety or welfare of the Employee, faculty and staff, or students, the Employee may be placed on paid administrative leave pending the outcome of a proposed disciplinary action. Administrative leave is not discipline.
- (3) Within ten (10) days of receipt of the Notice of Proposed Disciplinary Action the Employee may submit a written response to the President (President@FloridaPoly.edu) or designee before the proposed action is taken.
- (4) After receiving the written response or, if no response is received after ten (10) days from the date of receipt of the Notice of Proposed Disciplinary Action the President or designee may issue a Notice of Disciplinary Action under Section 9.7.
- (5) In certain instances, the President or designee may choose to include an ad hoc panel to evaluate the responses and any other material in order to provide a recommendation regarding the discipline, if any, that should be applied. The President or designee will request that members chosen for the panel identify any conflicts of interest that might arise from their service on the panel. The President or designee may excuse panel members for conflicts of interest. However, the President or designee will excuse any members of UFF's Contract Enforcement Committee from serving on such a panel.

9.4 Notice of Disciplinary Action.

- (a) All Notices of Disciplinary Action shall include a statement of the reasons for the disciplinary action and a statement advising the Employee that the action is subject to Article 11 - Grievance Procedure.
- (b) All such notices shall be sent certified mail, return receipt requested, to the Employee's last known address, delivered in person to the Employee, or e-mailed to their university e-mail address.
- (c) If the President or designee does not issue a Notice of Disciplinary Action within ninety (90) days of the Notice of Proposed Disciplinary Action, no disciplinary action shall be taken and the Notice of Proposed Disciplinary Action shall not be retained in the Employee's evaluation file, as permitted by law.

9.5 Review of Personnel Files. Employees shall have the right to review their official personnel files upon request.

- (a) The Employee shall have the opportunity to submit a written statement responding to any Notice of Disciplinary Action or written reprimand and have that written statement be entered in the personnel file with the Notice of Disciplinary Action or written reprimand.
- (b) Such a written statement must be submitted within thirty (30) days of the receipt of the Notice of Disciplinary Action or written reprimand.

9.6 UFF Representation. UFF determines representation per its governing documents. The UFF does not represent bargaining unit Employees who are not members in good standing at the time of an alleged incident.

9.7 Job Abandonment.

- (a) If an Employee is absent without authorized leave for three (3) or more consecutive classes across a minimum of three (3) days on which they have classes scheduled, the Employee shall be considered to have abandoned the position and voluntarily resigned from the University.
- (b) Notwithstanding paragraph (a) above, if the Employee's absence is justified for reasons beyond the control of the Employee and the Employee notifies the University as soon as practicable, the Employee will not be considered to have abandoned the position.

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

ARTICLE 10 LEAVES

- 10.1 Policy.** Leave is provided in a variety of forms to meet the needs of both the University and its employees. All leaves are administered in accordance with this Agreement and applicable laws. All leaves are granted at the discretion of the appropriate administrator unless the applicable law or this Agreement provides otherwise. Permission for annual leave and sick leave shall not be arbitrarily withheld. Nothing contained in this Agreement shall modify or replace any leave governed by Florida Statutes, federal law, and/or applicable rules or regulations.
- 10.2 Annual Leave.** Regulation FPU-6.004 Annual Leave, adopted by the Board of Trustees, and amended on September 14, 2016, governs the provision of, administration of, and use of Annual Leave for and by eligible employees.
- 10.3 Sick Leave.** All bargaining unit members accrue sick leave according to the schedule contained in Regulation FPU-6.005 Sick Leave, adopted by the Board of Trustees, and amended on March 1, 2018. This regulation governs Sick Leave unless this Agreement provides otherwise.
- 10.4 Sick Leave Pool.** Regulation FPU-6.006 Sick Leave Pool adopted by the Board of Trustees on February 5, 2014 governs the Sick Leave Pool for eligible employees.
- 10.5 Family and Medical Leave Act (FMLA).** Policy FPU-6.0071P Family and Medical Leave of Absence, adopted by the University on February 3, 2017, governs FMLA leave by eligible employees.
- 10.6 Paid Parental Leave.** The University will provide paid parental leave to eligible employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption. Eligible employees are eligible for paid parental leave as follows:
- (a)** An employee shall be granted, upon request, a paid parental leave:
 - (1)** For twelve-month employees the leave is up to a period of eight (8) consecutive weeks, normally commencing no sooner than one (1) week prior to, and no later than three (3) months after, the date of the birth or adoption;
 - (2)** For employees with full time academic year appointments, up to ten (10) consecutive weeks during the Academic Year, normally commencing no sooner than one (1) week prior to, and no later than three (3) months after, the date of the birth or adoption.
 - (b)** An Employee may utilize up to two (2) weeks of sick leave at the end of the parental leave period. An Employee must inform the University of his or her intent to use the two weeks of sick leave as described in Section 10.6(f).
 - (c)** During a parental leave, there is no accrual of sick or annual leave time.
 - (d)** Parental leave may be used no more than twice during the employee's employment at the University. If both parents are employees of the University, only one parent may request paid parental leave under this program for each qualifying event (birth or adoption).

- (e) To be eligible to participate in this program, an employee must: (1) be employed full-time; (2) have been employed with the University for a total of at least twelve (12) months prior to the date of the birth or adoption, and; (3) have been employed at the University for at least 1,250 hours of service during the previous twelve (12) month period. Employees on part-time, temporary time-limited term, or visiting appointments are not eligible for parental leave. Paid parental leave is available to employees of all genders.
- (f) Under normal circumstances, the employee will request the use of paid parental leave, and the use of up to two weeks of sick leave at the conclusion of the paid parental leave, in writing no later than three (3) months prior to the beginning of the leave.
- (g) Parental leave is separate from FMLA leave. If an employee is granted parental leave and FMLA leave, the leaves shall run concurrently.
- (h) Pursuant to Regulation FPU-6.008 Outside Employment and Outside Activities (Adopted 7-29-2014), Employees on paid parental leave cannot engage in outside employment without first completing and submitting an Outside Employment/Activity Disclosure Form to Human Resources and securing the written approval of Human Resources and the Provost in advance.

10.7 Other Types of Leave. Regulation FPU-6.007 Other Types of Leave, adopted by the Board of Trustees on February 5, 2014, governs Administrative Leave (including Jury Duty, Non-Expert Witnesses in a Hearing or Trial, Athletic Competition, Official Closing of the University, Florida Disaster Volunteers, Volunteer Emergency Response Team Members, Voting in Public Elections, University Investigations, Disciplinary Notice, Best Interest of the University, and Presidential Discretion); Bereavement Leave; Compulsory Leave; Family and Medical Leave; Military Leave; Workers' Compensation; and Domestic Violence Leave for eligible Faculty Members.

10.8 Certification of Work and Absences. Employees will comply with University Policy FPU-6.0031P Work and Absence Certification, adopted by the Board of Trustees on April 12, 2017.

10.9 Unpaid Leave.

- (a) Granting/Denial. Upon request of an employee, the University may grant a leave without pay for a period not to exceed one (1) year, provided such leave would not be inconsistent with the best interests of the University. Such leave may be extended upon mutual agreement. The University shall approve or deny such request in writing no later than thirty (30) days after receipt of the request, and if not approved within thirty (30) days, the request shall be deemed denied.
- (b) Retirement Credit. Retirement credit for such periods of unpaid leave shall be governed by the rules and regulations of the Florida Division of Retirement and the provisions of chapter 121, Florida Statutes.
- (c) Retention of Leave and Holiday Pay. While on unpaid leave pursuant to this section, the employee shall retain accumulated sick leave and annual leave, but shall not accrue or be entitled to use sick leave or annual leave, nor are they entitled to holiday pay, during the unpaid leave period.

- (d) Benefit Premiums. Employees on unpaid leave will be responsible for the entire cost of benefit premiums. Employer contributions shall be governed by applicable rules, regulations, or Florida law.
- (e) Other Benefits. Employees on unpaid leave are not entitled to any benefits during the unpaid leave period.

10.10 Return from Leave.

- (a) An employee who returns from an approved paid leave shall be returned to the same or equivalent position in the same work location.
- (b) An employee who returns from unpaid leave shall be returned to the same or equivalent position in the same work location, unless such a position is unavailable. In the event an equivalent position in the same work location is unavailable, the University will identify and offer the employee an equivalent position at a different location.
- (c) Regardless of whether the employee returns from paid or unpaid leave, the base salary of the returning employee shall be adjusted to reflect all base salary increases distributed to in-unit employees during the period of leave, if the returning employee is eligible for said increases.

ARTICLE 11

GRIEVANCE PROCEDURE

11.1 Policy.

- (a) The parties agree that all problems should be resolved, whenever possible, before the filing of a grievance but within the time limits for filing grievances stated elsewhere in this Article, and encourage open communications between administrators and employees so that resorting to the formal grievance procedure will not normally be necessary. The parties further encourage the informal resolution of grievances whenever possible. At each step in the grievance process, participants are encouraged to pursue appropriate modes of conflict resolution including the use of mediation. The purpose of this Article is to promote a prompt and efficient procedure for the investigation and resolution of grievances. The procedures hereinafter set forth be the sole and exclusive method for resolving the grievances of employees as defined in this Article. Pursuant to section 1001.741, Florida Statutes, personnel actions or decisions regarding faculty are not subject to arbitration. Arbitration may only be used to resolve a grievance when required by federal law as determined in the University's sole discretion. In the event Florida law is revised to allow arbitration, the process in Appendix D will be followed. If the process in Appendix D conflicts with the revised law, the parties will renegotiate the arbitration process.
- (b) Reprisal. No reprisal of any kind will be made by the Board, the University, or the UFF against any grievant, any witness, any UFF representative, any University representative, or any other participant in the grievance procedure for such participation.

11.2 Definitions and Forms. As used in this Article:

(a) Definitions.

- (1) The term "grievance" means:
- a. A dispute filed on a form referenced in Section 11.2(b) 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 grievance must specify:
 1. the act that allegedly violates this Agreement, including the name(s) of any individual(s) who committed the act;
 2. the term(s) of this Agreement that has allegedly been violated;
 3. how the act violates the term(s) of the Agreement, and;
 4. propose an appropriate and specific remedy.
- (2) The term "grievant" means:

- a. An employee or group of employees who has/have filed a grievance in a dispute over a provision of this Agreement which confers rights upon the employee(s).
 - b. The UFF chapter may file a grievance on behalf of a person, a group of people, or the chapter itself, in a dispute over a provision of this Agreement which confers rights upon the employee(s).
 - 1. In order to process a chapter grievance submitted on behalf of a group of employees, the grievance must identify the group with sufficient specificity to allow the University to identify the individual members that are affected by the chapter grievance.
 - 2. A chapter grievance shall identify the specific remedy sought for the members.
 - c. A chapter grievance or a grievance of a decision made by the President or Provost may be initiated at Step 2.
- (3) The parties may agree in writing to consolidate grievances of a similar nature to expedite the review process. However, the parties are not obligated to any such consolidation.

(b) Forms.

- (1) Grievance Form. Each grievance must be typed and submitted in writing on the form attached to this Agreement as Appendix “C”, with all pertinent information explaining the disagreement or controversy, identifying the provision(s) at issue. The grievant’s signature, confirming the grievant’s intent to proceed with the grievance, shall be provided prior to the grievance hearing.
- (2) All grievance forms must be electronically filed via email with the Office of the General Counsel (ogc@floridapoly.edu).
 - a. All grievance forms will be dated and assigned a case number when the form is received by the Office of the General Counsel.
 - b. The date of receipt will be determined by the date in which the grievance is received by the Office of the General Counsel and assigned an identifying case number.
- (3) If there is difficulty in meeting any time limit, the UFF representative may sign such documents for the grievant; however, the grievant’s signature must be provided prior to the Grievance Hearing..
- (4) Time Limits. All time limits contained in this Article may be extended by agreement of the parties, except that the time limits for the initial filing of a grievance may be extended only by the University. Upon failure of the University to provide a decision within the time limits provided in this Article or as extended by agreement, the grievant or the UFF, where appropriate, may proceed to the next step.
- (5) Upon the failure of the grievant or the UFF to advance a grievance within

the time limits provided in this Article or as extended by agreement, the grievance will be administratively closed pursuant to the decision at the prior step or deemed withdrawn with prejudice.

11.3 Burden of Proof. In all grievances, except those challenging disciplinary actions, the grievant has the burden of proof.

11.4 Appearances.

(a) Grievant.

- (1)** When an employee participates during working hours in a proceeding as the grievant, or in an official capacity during a grievance meeting between the grievant or representative and the University, that employee's compensation will neither be reduced nor increased for time spent in those activities.
- (2)** Prior to participation in any such proceedings, conferences, or meetings, the employee will make arrangements acceptable to the appropriate supervisor for the performance of the employee's duties. Approval of such arrangements will not be unreasonably withheld. Time spent in such activities outside regular working hours will not be counted as time worked.

(b) Grievance Representatives.

- (1)** UFF possesses the exclusive right to represent any in-unit employee in a grievance unless an employee elects self-representation or to be represented by legal counsel.
 - a.** The UFF shall, on or before September 1 of each year, furnish to the University a list of all persons authorized to act as grievance representatives and will update the list as needed. The UFF grievance representative has the responsibility to meet all classes, office hours, and other duties and responsibilities incidental to the assigned workload.
 - b.** Such representative has 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.
 - c.** Should any hearings or meetings with the Vice Provost of Academic Affairs, Provost, or their designees 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 will not be unreasonably withheld.
- (2)** If an employee elects not to be represented by UFF, the University will promptly inform UFF in writing of the grievance, and when the grievance progresses from Step 1 to Step 2.
 - a.** No resolution of any individually processed grievance will be inconsistent with the terms of this Agreement

- 11.5** Informal Resolution (IR) Procedure (Step 1). The University Administration and the UFF-FPU Chapter agree that problems should be resolved, whenever possible, before the filing of a grievance. Therefore, except as provided under Section 11.2(a)(2)c, no grievance may be filed until the UFF or faculty member has timely requested an informal resolution. The faculty member will have the right to representation by the UFF-FPU Chapter during attempts at informal resolution. If the faculty member is not represented by UFF-FPU at this point, the University will provide prompt notification to the chapter with a copy of the request for IR.

- ### 11.6 Formal Grievance Procedure (Step 2).

(a) Step 2 Filing.

- (1) Within fifteen (15) days after the expiration of the thirty (30) day IR period, the grievant or UFF may file a Step 2 grievance consistent with the requirements described in Section 11.2.
 - a. The fifteen (15) days will be calculated from the date on which the grievance is emailed to, and confirmed as received by, the Office of the General Counsel.
 - b. The filing of a formal grievance at Step 2 constitutes a waiver of any rights to judicial review of agency action pursuant to Chapter 120, Florida Statutes, and to the review of such actions under other University procedures that may otherwise be available to address such matters.
- (2) The grievance may be withdrawn at any time by the grievant or by the UFF President.

(b) Amended Step 2 Filing.

- (1) The grievant may amend the Step 2 grievance one (1) time prior to the Step 2 meeting, no later than three (3) business days prior to the Step 2 meeting, so long as the factual basis of the complaint is not materially altered.
- (2) Only those acts or omissions and sections of the Agreement specifically identified in writing at the initial Step 2 filing, or as amended prior to the Step 2 meeting, may be considered at Step 2.

(c) Request for Documents.

- (1) Upon written request, the grievant and the grievant's representative will be provided access to all documents relevant to the grievance, except as described in subsection (3).
- (2) If the request is reasonable in scope and relevant to the grievance, these documents will be provided no less than three (3) business days prior to the Step 2 meeting.
- (3) Written Authorization is required for the release of any Limited-Access Records to the UFF representative or the grievant's legal counsel (if selected pursuant to Section 11.4), as defined under Florida Polytechnic University Rule 6C13-6.008.

(d) Step 2 Meeting.

- (1) Timing. The Provost or University Representative and the grievant and the grievant's representative shall meet no later than fifteen (15) days following the receipt of the Step 2 grievance.
- (2) Procedure. During the Step 2 meeting, the grievant shall have the right to present any evidence in support of the grievance, and the grievant and/or the UFF representative or the grievant's legal counsel (if selected pursuant to Section 11.4), and the Provost or University Representative will discuss the grievance.
- (3) Decision.

- a. The Provost or University Representative will issue a written decision, stating the reasons for the decision, to the grievant and the grievant's Step 2 representative within thirty (30) days following the conclusion of the Step 2 meeting. Thirty (30) days shall be calculated as defined in Section 24.5.
- b. Step 2 decisions are final and binding.
- c. A copy of the decision shall be sent to the grievant and to UFF if the grievant elected self-representation or representation by legal counsel.

11.7 Implementation of Remedy. Any formal remedy resulting from a decision at Step 2 will be implemented within fourteen (14) days, unless otherwise provided in the arbitrator's decision or by mutual agreement of the parties.

11.8 Precedent. The resolution of a grievance, either informally or by decision rendered at Step 2, shall not constitute a precedent for any purpose unless agreed to in writing by the Board of Trustees or their representatives and the UFF acting through its president or representative.

11.9 Records. All written materials pertinent to a grievance shall be maintained separately from the evaluation file of the grievant or witnesses, except decisions resulting from settlement. Unless otherwise exempt under Florida law, grievance-related documents are subject to disclosure as a public record.

11.10 Processing.

- (a) The filing or pendency of any grievance or under this Article will not operate to impede, preclude, or delay the University from taking the action complained of.
- (b) Reasonable efforts, including the shortening of time limits when practical, will be made to conclude the processing of a grievance prior to the expiration of the grievant's employment, whether by termination or failure to reappoint. An employee with a pending grievance will not continue to be compensated beyond the last date of employment.
- (c) The University may refuse consideration of a grievance not filed or processed in accordance with this Article.

11.11 Inactive Grievances. A grievance which has been filed at Step 2 and on which no action has been taken by the grievant or the UFF for sixty (60) days shall be deemed withdrawn and/or dismissed in accordance with the decision issued at the prior Step.

ARTICLE 12 SALARIES

12.1 Policy. The parties of this Agreement recognize the importance of providing appropriate compensation as an essential component in the delivery of quality higher education programs and quality scholarship that is recognized nationally and internationally.

12.2 Annual Salary Increases.

- (a) For the review period of 2022-2023 in which an evaluation was received, the employee will receive the salary increase listed in the table below:

<u>Evaluation Rating</u>	<u>Increase</u>
Deficient	0.00%
Needs Improvement (provided the previous evaluation was not “Needs Improvement” or “Deficient”)	1.00%
Meets Expectations (-)	3.25%
Meets Expectations	3.25%
Meets Expectations (+)	3.25%
Exceeds Expectations	3.65%
Exemplary	4.00%

- (b) Employees who were hired after August 16, 2023, but before February 15, 2024, and did not receive a performance evaluation for 2023-2024, will receive a salary increase of 2.5%.
- (c) Annual salary increases for 2025-2026 are to be determined and will be reopened for negotiations as described in Article 26.

12.3 Other Increases (OI). The University BOT may provide annual OIs up to one percent (1.0%) of the total salary rate of the bargaining-unit.

- (a) OIs may be granted at any time at any time in the following circumstances:
- (1) In response to verified written offers of outside employment;
 - (2) As recognition for special achievements and/or exceptional merit, including, but not limited to, awards from national or international academic/professional community or funding agencies;
 - (3) To address compression and inversion;
 - (4) For equity and market equity considerations;
- (b) No other OIs shall be provided unless negotiated with UFF and ratified by both parties.
- (c) The University shall notify the UFF annually of OI. In this notification, the University will specify which applicable circumstance(s) from 12.3(a) (1)-(4) justified the increase.

12.4 **University Awards.**

- (a) The University may provide a competitive annual Employee awards program to acknowledge and celebrate the efforts of Employees for their contribution in making the University a world-class leader in science, technology, engineering and math (STEM) education.
- (b) Awards that have a monetary component must be awarded as the result of a competitive process open to all Employees covered by this contract. The process and criteria for the award must be clearly defined and shared with all eligible Employees.
- (c) The total pool for competitive awards for bargaining unit members will not exceed \$5,000.

12.5 **Promotion Increases.** A bargaining-unit member who receives a promotion utilizing the promotion procedures in this collective bargaining agreement shall receive the base-salary increase shown below, effective August 15 following the academic year in which the successful review takes place.

- (a) An Assistant Professor or Associate Professor who is promoted will receive a base salary increase of 10% or an increase to the “Salary Floor” (see section 12.7) appropriate for their new rank, whichever is greater.
- (b) An Instructor or Senior Instructor who is promoted will receive a base salary increase of 10% or an increase to a “Salary Floor” (see section 12.7) appropriate for their new rank, whichever is greater.
- (c) An Assistant Librarian or Wellness Counselor who is promoted will receive a base salary increase of 10%.

12.6 **Legislatively Mandated Increases.** Any additional legislatively mandated increases shall be implemented following the corresponding law and do not conflict with this agreement.

12.7 **Salary floors.**

- (a) The median target salary is the median salary provided by College and University Professional Association (CUPA) for the rank and field for the individual using the following target universities, when they participate in the salary survey, as comparators:
 - (1) **List 1** (*Preferred Group used whenever possible*): Alfred University, Kettering University, Rose-Hulman Institute of Technology, South Dakota School of Mines, University of Alaska Southeast, University of Central Florida, University of South Florida, Clarkson University, Colorado School of Mines, Franklin W. Olin College of Engineering, Illinois Institute of Technology, Oregon Institute of Technology, Rochester Institute of Technology.
 - (2) **List 2** (*Alternative list used when there is insufficient data in List 1*): this will include all List 1 schools plus Bucknell University, California Polytechnic University – San Luis Obispo, California State Polytechnic

University – Pomona, California State University – Los Angeles, Embry Riddle Aeronautical University – Prescott campus, Florida Institute of Technology, Gonzaga, Harvey Mudd, Lafayette, Loyola Marymount University Milwaukee School of Engineering, New Mexico Institute of Mining and Technology, Oregon Institute of Technology, Rowan University, San Jose State University, Stevens Institute of Technology, University of Alaska Southeast, University of San Diego, Valparaiso University.

- (b) If List 2 does not provide sufficient data, the University will use all institutions that report to CUPA to calculate the median target salary for the rank and field of an individual.
- (c) Instructor salary data is not of high quality in CUPA and the median target salary for Instructor will be set at 88% of the corresponding Assistant Professor median target salary for the relevant field and set. Senior Instructor median target salary will be set at 88% of the corresponding Associate Professor median target salary for relevant field and set. Distinguished Instructor median target salary will be set at 88% of the corresponding Professor median target salary for the relevant field and set. Professor of Practice median target salary will be set at 100% of the corresponding Assistant Professor median target salary for relevant field and set.
- (d) The median target salary will be updated at least annually.
- (e) The salary floors for all bargaining-unit members will be:
 - (1) 90% of the median target salary for the Instructor Rank,
 - (2) 85% of the median target salary for the Senior Instructor Rank,
 - (3) 82% of the median target salary for the Distinguished Instructor Rank,
 - (4) 90% of the median target salary for the Professor of Practice Rank,
 - (5) 87% of the median target salary for the Assistant Professor Rank,
 - (6) 85% of the median target salary for the Associate Professor Rank, and
 - (7) 82% of the median target salary for the Professor Rank.

For comparable roles and ranks, refer to the target salary for peer institutions as outlined in section 12.7(a) or as defined for a particular rank in 12.7(c).

- (f) Upon request, the university will provide UFF with a report that includes the salary floors determined for the previous academic year according to the process laid out in 12.7(a), (b), (c), and (d) for each position within the bargaining unit and filled by an in-unit employee.

12.8 Starting Salary. All bargaining-unit positions will be hired at a starting salary commensurate with their experience. It is expected that those salaries will typically be within 15% of employees within that unit at a similar rank and/or experience level. In exceptional cases, bargaining-unit positions may be hired at a salary above that range contingent on extraordinary experience and extramural funding.

12.9 Grievability. The only issues to be addressed in a grievance filed pursuant to this Agreement (Article 11) alleging violation of this Article are whether there is unlawful

discrimination pursuant to state or federal law, or whether there is an arbitrary and capricious application of the provisions of one or more sections of this Article.

- 12.10 Increases Contingent on Receipt of New Recurring/Non-Recurring Funds.** Unless the University chooses to fund the increases, and in the event the University does not receive sufficient new legislative or performance funding to fund the salary increases, they shall become void and re-opened for negotiations by the parties.

ARTICLE 13

BENEFITS

- 13.1** Benefits Enrollment. All benefit-eligible employees may enroll in state benefit plans. New employees must complete the enrollment process themselves by going online to the People First website within sixty (60) days of becoming employed in the benefit-eligible position or will otherwise have to wait until the next open enrollment period occurs.
- 13.2** Eligibility. All active, permanent, full-time bargaining unit members qualify for coverage under the State of Florida Insurance Programs. All eligible employees should review the Marketplace Notice included in the Description Employee Benefits Package administered to new employees upon hiring. The Marketplace Notice is required under the Affordable Care Act and provides employees additional information about affordable health plan options that are available through the Marketplace or Health Care Exchanges.
- 13.3** Dependent Coverage. Employees may enroll eligible dependents for State of Florida sponsored plans in accordance with the plan documents.
- 13.4** Spouse Program. An eligible employee whose spouse works in a benefits-eligible position for a State of Florida government agency may enroll in the health insurance Spouse Program. This program combines the state's matching portion of each member's insurance premium, providing health insurance at a minimal cost provided that both employees are in full-time, benefits eligible positions. Should one spouse terminate employment with the State of Florida, or in the event of a divorce, change in FTE, or leave of absence-the employee must notify People First of the event within 60 days of the event.
- 13.5** Health Benefits. Employees may choose from several State of Florida health insurance plan options. Health insurance premiums are deducted on a pre-tax basis unless the employee requests post-tax deductions through a state pre-tax waiver. Coverage is not effective until after the employee receives insurance cards from the companies.
- 13.6** Life Insurance. The State of Florida offers Basic and Optional term life insurance coverage to eligible full-time and part-time employees.
- 13.7** Retirement Plans. Eligible employees may choose to participate in one of three plans: the State University System Optional Retirement Program, the Florida Retirement System's Florida Pension Plan, or the Florida Retirement System's Florida Investment Plan. All three retirement plans include employer and mandatory employee contributions. To enroll in a retirement plan, the employee must fill out the appropriate form and turn it in to the Human Resources Department for processing.

ARTICLE 14
PROFESSIONAL DEVELOPMENT & SABBATICAL LEAVE

14.1 Professional Development Funds.

- (a) The University supports the development of its workforce as teachers, scholars, and practitioners by providing resources and programs. Such support includes but is not limited to internal research grants, financial support including travel support, orientation programs, instructional technology workshops, and speakers' series.
- (b) Professional Development funds are disbursed by the Provost or his/her designee based on appropriateness of the request and budget availability. ..
- (c) Within one month of the University's budget receiving final approval, the faculty will be informed of the budget allocation overall for Professional Development for the year and the budget allocation to each academic department. The Provost's office will also budget for a "Professional reserve fund" that is at minimum 20% of the total budget for Professional Development. This fund will be used, at the Provost's discretion, to enhance Professional Funds at the request of faculty and/or an academic department chair.
- (d) Faculty that are in their terminal year of employment (as a result of non-reappointment, resignation, or layoff) are not eligible to receive professional development funds unless the use of the professional development funds was approved prior to the date on which the faculty member was informed that they would be non-reappointed or laid off and the disbursed funds are not recoverable.

14.2 Sabbatical Leave.

(a) General Principles.

- (1) A sabbatical leave is intended to provide faculty members with opportunities for professional and scholarly development that will contribute to their achievements and enhance the value of their service to the University.
- (2) A sabbatical recognizes prior teaching and scholarly achievements at the University and anticipates future teaching and scholarly contributions. It is not a reward for service.
- (3) Sabbaticals must provide the University with professional value, and offer faculty with opportunities for professional renewal, planned travel, study, formal education, research, faculty development, certification, or other experiences.

(b) Eligibility for Sabbatical Leave.

- (1) The University allows full-time faculty who have completed at least six years of full-time service with the University and has either been promoted or has been reappointed (excepting reappointment as a result of a Preliminary Review) while at the University to be eligible to apply for a sabbatical.
- (2) Ordinarily, sabbaticals are granted only if, at the expiration of such leave, the applicant would be eligible for continued service on the faculty of the

school for at least one year before retirement or contract expiration.

- (3) The University does not guarantee the opportunity to take a sabbatical leave.
- (4) Maximum Sabbaticals. Under normal circumstances, the number of individuals on sabbatical will not exceed one (1) individual in a department/program area and, across the faculty, may not exceed 7% of the full-time faculty in any single semester.
- (5) Additional Sabbatical Leave. Employees shall not normally be eligible to take another paid sabbatical until six (6) years of continuous employment are completed following the prior sabbatical.

(c) Application for Sabbatical Leave.

- (1) The Provost will announce to eligible faculty members that they may submit a preliminary application for sabbatical on or before December 15. Two announcements will be made, one on or before November 15, and one or before Dec. 1.
- (2) The sabbatical preliminary application will state which semester, or semester(s) are requested for sabbatical, the faculty activity for sabbatical, where the sabbatical will take place, and the professional benefit to the faculty member and the university of the sabbatical.
- (3) The Provost's office will inform the faculty by January 15 if they should prepare a full sabbatical proposal. This determination will be made on the likelihood of the university granting the sabbatical if the proposal was accepted.
- (4) A complete application for sabbatical is due in the Provost's office by February 15 preceding the academic year in which the sabbatical is requested. The proposal will be reviewed by the sabbatical review committee described in section (d).
- (5) The application must include the following:
 - a. a well-considered, suitably detailed written plan for the requested research or professional development activity, thoroughly describing its professional value to the University and faculty member. This written plan should be at least two (2) but not more than five (5) pages in length, using 11-point font and one-inch margins.
 - b. an updated curriculum vitae, and;
 - c. a statement from the Department Chair, which indicates whether the applicant's absence will or will not unreasonably hinder the delivery of the curriculum.

(d) Sabbatical Review Committee and Presidential Approval.

- (1) Sabbatical approval is based on the candidate's proposal, its value to the University, and the impact to the candidate's department.
- (2) The committee shall consist of the Provost, one Vice Provost, and two (2) faculty members, one (1) chosen by the Faculty Representative Council and one (1) chosen by the Provost.

- (3) The committee will evaluate the sabbatical proposals and make a written recommendation to the President (or designee), who has final decision authority to approve a sabbatical. The committee recommendation will be made on or before March 15, included in this recommendation will be a statement on the impact of the faculty member's absence on the department and the university.
 - (4) Notwithstanding any other provision, the Provost, based on new information and prior to the President's final determination, can make a recommendation that a sabbatical proposal be denied if it is determined that the faculty member's absence will seriously impair the interests of the University. However, prior to making a recommendation for denial, the Provost will provide the applicant with an opportunity to mitigate any such impairment.
 - (5) The President (or designee) shall provide his or her decision in writing to the applicant and the committee no later than June 1 for an annual sabbatical or the following Fall semester sabbatical or October 1 for the Spring semester sabbatical.
 - (6) Mutual Consent. The letter from the President, or designee, to the applicant approving the leave represents a commitment by the University and the faculty member. Therefore, any subsequent changes to the plans for the leave require the written agreement of both parties.
- (e) Terms and Conditions for Sabbatical Leave
- (1) A sabbatical may involve absence for an academic year at half-salary (fall-spring or spring-fall) or a semester (fall or spring) at full salary. An academic year sabbatical can be for fall-spring or for spring-fall. Individuals on sabbatical leave retain their benefits as if they are full-time employees.
 - (2) A faculty member who accepts a sabbatical is expected to return to the University for at least two semesters (a spring and a fall) of service immediately after the conclusion of the sabbatical.
 - (3) If a faculty member does not return to the University immediately following the leave, the faculty member is responsible for compensating the school for the salary and benefits, if any, received during the sabbatical.
 - (4) Within sixty (60) days of returning to academic duties at the University after a sabbatical leave, the faculty member shall submit a detailed report of activities during the leave to the Provost.
 - (5) Upon request, the University will provide UFF with a report on sabbaticals for the previous academic year that includes a list of faculty members who went on sabbatical during that academic year, the number of applicants during that academic year for a sabbatical, and list of the applicants approved for a sabbatical.

14.3 Professional Development Leave.

- (a) Professional Development Leave (PDL) is designed to provide eligible employees with opportunities for professional renewal, educational travel, study, formal education, research, faculty development, certification, or other experiences of professional value.

- (b)** Full-time employees who have completed three (3) or more years of full-time service with the University are eligible to apply for such leave.
- (c)** Professional Development Leave is not compensated and is not benefited by the University.

 - (1)** The eligibility of employees to receive compensation pursuant to a contract or grant is subject to the terms of the contract or grant.
 - (2)** However, in the case of non-full-time status, while supported part-time by a contract or grant, the individuals' benefits will be funded at the fraction of full-time represented by the grant activity.
- (d)** Procedures for application and approval shall be the same as those followed for
- (e)** Sabbatical Leave.
- (f)** Under normal circumstances, no more than one (1) employee in a department/unit may be awarded professional development leave at the same time.

ARTICLE 15 PAYROLL DEDUCTION

Article 15, Payroll Deduction is deleted pursuant to Senate Bill 256, effective July 1, 2023, as it prohibits a bargaining agent from having its dues deducted and collected by the employer from the salaries of those employees in the unit. In the event Florida law is revised to allow salary deduction and collection of dues of a bargaining agent by an employer, such deduction and collection will resume pursuant to the process in Appendix F.

ARTICLE 16
INTELLECTUAL PROPERTY

- 16.1** University Policy FPU-1.0061P Intellectual Property, approved by the Board of Trustees on June 3, 2015, is applicable to all bargaining unit employees.

ARTICLE 17
OFFICE SPACE, EQUIPMENT, & SAFETY CONDITIONS

17.1 Offices and Meeting Space.

- (a) The University shall provide each faculty and other in-unit employees with an individual lockable office (to the extent practicable) and office furniture and equipment appropriate to his or her assigned duties and responsibilities. If faculty members or other in-unit employees do not have significant on-site duties, the provided office spaces may be shared with other employees temporarily. During that period, faculty members or other in-unit employees maintain access to the office space and do not need to remove any personal items from the office space.
- (b) The Wellness Counselor shall be provided with an enclosed individual lockable office to guarantee the privacy of students.
- (c) Subject to availability in the Academic buildings, faculty shall have access to private meeting space for confidential conferences with students.
- (d) Each employee shall, consistent with building security, have reasonable access to the faculty member's office space, and laboratories, and the classrooms used in connection with assigned responsibilities. This provision may require that campus security provide access on an individual basis.

17.2 Change in Office Space. Employees shall be notified, if practicable, at least one (1) month prior to a change in their office location or a planned alteration to their office that impedes their work effectiveness. Each employee shall be provided the reason(s) necessitating the change or alteration. The University shall move University supplies and equipment.

17.3 Equipment. Each employee shall have the access to the administrator's account of his or her IT devices if requested to the CIO and approved. Approval for such a request shall not be unreasonably denied.

17.4 Safe Conditions. Whenever an employee reports a condition to an appropriate administrator that the employee reasonably believes is a potential violation of safety or health rules and regulations, the appropriate administrator shall investigate such conditions. Upon conclusion of the investigation, the appropriate administrator shall inform the employee of what action must be taken by the employee, and what action is being taken by the Administration, if action is necessary.

ARTICLE 18 LAYOFF

18.1 General Policy.

- (a) Implementation. Subject to compliance with applicable University policy, the University may implement a layoff at any time as a result of reallocation of resources; reorganization of academic or administrative structures, programs, or functions; reorganization of degree or curriculum offerings, requirements, or means of delivery; adverse financial circumstances; or reduction or elimination of programs or functions. Layoffs shall not be arbitrary or capricious.
- (b) Layoff Unit. The layoff unit may be at any organizational level of the University.
- (c) The University shall determine the program areas, subject areas, positions, and personnel subject to the layoff consistent with the criteria described in Section 18.2.
- (d) Terminations (voluntary or involuntary) which occur pursuant to another Article of this Agreement shall not be deemed a layoff.

18.2 Layoff Considerations.

- (a) In determining layoffs, the University shall consider appropriate factors including: length of continuous employment at the University; performance evaluations (aggregate results averaged over the previous three annual evaluations); and the employee's academic training and credentials, external professional reputation and experience, teaching effectiveness, research record, service to the institution and the profession.
- (b) In the event that more than one employee is being considered for a layoff, and said employees are substantially similar with respect to the factors in Section 18.2(c) above, seniority shall be the determinative factor, and the layoff shall occur in the inverse order of seniority.
- (c) An employee laid off under this section may request within twenty (20) days of the notification of a layoff a written justification for their selection to be laid-off. Thereafter, the President or designee shall provide such statement within twenty (20) days following receipt of such request. The written justification shall clearly and specifically address the rationale used to identify employee that was laid off.

18.3 Notice of Intent.

- (a) The University shall provide the UFF and faculty member with no less than one (1) academic year advance notice prior to the effective date of any layoff. The University shall provide the UFF and the Wellness Counselor and/or Assistant Librarian with no less than six (6) months advance notice prior to the effective date of any layoff.
- (b) The notification to the employee shall include the effective date of the layoff; the reason for the layoff; a statement of recall rights; and a statement of appeal/grievance rights and applicable deadlines for filing.
- (c) The notification to UFF shall include the units affected by the layoff, the reason for the layoff, and the employee(s) to be laid-off. The UFF may request a consultation

with the President or representative pursuant to Article 2 (Consultation) during this period to discuss the layoff.

18.4 Grievability.

- (a) Pursuant to Article 11 – Grievance and Arbitration Procedure, the decision to layoff is only grievable if an employee who receives written notice of layoff contests the decision because of an alleged violation of this Agreement or an alleged violation of an employee’s constitutional rights.
- (b) Such grievances must be filed in accordance with the provisions set forth in Article 11.

18.5 Re-employment/Recall.

- (a) Employees who are laid off remain eligible for reemployment.
- (b) For a period of two (2) years following a layoff, an employee who has been laid off shall be offered reemployment in the same or similar position at the University should an opportunity for such reemployment arise.
- (c) It shall be the employee’s responsibility to keep the University advised of the employee’s current address.
- (d) Any offer of re-employment pursuant to this section must be accepted within twenty (20) days after the date of the offer. In the event such offer of reemployment is not accepted, the employee shall receive no further consideration pursuant to this Article.
- (e) The appointment term for any employee recalled in accordance with this article shall be equal to the time remaining on the employee’s prior appointment at the time the prior layoff occurred.
- (f) The University shall notify the UFF Chapter when an offer of re-employment is issued.

18.6 Exceptions. Sections 18.2 through 18.5 of this Article shall not apply to positions funded from contracts, grants, and sponsored research funds, including any research appointments supported by the University; or positions funded by “soft money.”

ARTICLE 19

TRAVEL

19.1 Professional Meetings.

- (a) Employees may attend professional meetings, conferences, and other professional activities, with prior approval from the Provost, or Provost's designee, whether or not they receive University funding to attend.
 - (1) The University fully supports travel that provides appropriate benefit to the institution.
 - (2) In considering a travel request, the University will consider, among other factors, the impact of an Employee's absence on the Employee's normal duties.
 - (3) If a travel request is denied, the reason for the denial must be given to the requesting Employee in writing.
 - (4) Approval to attend such activities shall not be arbitrarily denied.
- (b) Employees must initiate a travel authorization request utilizing the University's approved form or process as soon as practicable.
- (c) Allocations of travel funds to Employees shall be set by departmental funding, and will be determined by the Provost, or Provost's designee, in accordance with University guidelines. Allocation of funds to an individual or group does not guarantee approval of travel activity, and funding that is not used in a particular fiscal year may not be carried over for usage during a future fiscal year.

19.2 Reimbursement. The reimbursement rate for expenses in connection with meetings, conferences, or other professional activities shall be as specified by Florida law, up to the amount of funding available under department policies.

19.3 Travel Advances. To the extent permitted by law, the University may provide travel advances, upon request, of up to eighty (80) percent of budgeted expenses for authorized travel.

ARTICLE 20

ACCESS TO DOCUMENTS

20.1 Board of Trustees and University Documents.

- (a) Except as described in Section 20.6, the University shall provide, upon request, UFF with an electronic copy of documents necessary to administer grievances and other provisions of this agreement or otherwise carry out UFF's obligations as the certified bargaining agent for the bargaining unit. Alternatively, the University may provide UFF with the URL address for these materials.
- (b) If not available on a website, the University shall, upon request, provide UFF with an electronic copy of the agenda, supporting materials, and minutes of public meetings (including public subcommittee meetings) that bear on the terms and conditions of employment of unit members.

20.2 The University shall ensure that the documents below are available by links on the University's website:

- (a) Faculty handbook;
- (b) Employee handbook;
- (c) Agenda, supporting materials, and minutes of public meetings of the Board of Trustees and its committees;
- (d) University regulations;
- (e) Collective bargaining agreement and all supplements to it; and
- (f) Other University policies and procedures affecting employee terms and conditions of employment.

20.3 Salary Records Access. The University shall, upon request, and no more than once per academic year, provide UFF, within twenty (20) business days with an electronic report reflecting the base academic year salary and any academic year salary increase (provided as a percent increase) for each in-unit member during the preceding twelve (12) months by each increase category.

20.4 Bargaining Unit Member List. The University shall provide within twenty (20) business days of a request by the UFF, and no more than twice per academic year, the following information pertaining to each bargaining unit member: name; date of hiring; department/unit or units if hired as joint appointment; title; rank; date promoted to rank; current year salary rate; e-mail address; contact telephone number, and; last known mailing address.

20.5 UFF Designee. UFF shall, upon request, and no more than once per academic year, provide the University's designee for contract administration with the names and email addresses of the union officers and the name of the union representative designated to receive documents referred to in this Article. UFF shall notify the University's designee in writing of any changes to the list of union officers or designated representatives to receive documents.

20.6 Costs. All electronic copies of materials and access to materials discussed in this article shall be provided without cost. In the event hard copies are requested, or electronic copies are unavailable, the UFF shall reimburse the University for the costs incurred according to Chapter 119, Florida Statutes.

- 20.7** Limited-Access Records. Records and information maintained by the University may be subject to laws and regulations that limit or otherwise restrict disclosure.
- (a)** Pursuant to Section 1012.91, Florida Statutes, limited-access records are confidential and exempt from the provisions of Florida's Public Records laws (Chapter 119, Florida Statutes).
 - (b)** Florida Polytechnic University Rule 6C13-6.008 - Personnel Records and Limited-Access Records, as approved by the Board of Trustees on August 5, 2014, governs policies and procedures for access to personnel records and other employee information maintained by the University.

ARTICLE 21
MAINTENANCE OF BENEFITS

- 21.1** The rights and benefits provided by this Agreement shall apply to any Employee who is a member of the bargaining unit and may not be waived without the Employee's consent.
- 21.2** Except to the extent required by law, the rights and benefits set forth in this Agreement shall not change absent collective bargaining.

ARTICLE 22

OTHER EMPLOYEE RIGHTS

22.1 Constitutional Rights. Nothing in this Agreement shall be understood to diminish the constitutional rights that bargaining unit members have as citizens of the United States or Florida, or to diminish the right of Employees to exercise those rights.

22.2 Limitation on Personal Liability.

- (a)** In the event an Employee is sued for an act, event, or omission which may fall within the scope of section 768.28, Florida Statutes, the Employee should notify the Office of the General Counsel as soon as possible after receipt of the summons commencing the action in order that the University may fulfill its obligation. Failure to notify the employer promptly may affect the rights of the parties.
- (b)** For information purposes, the following pertinent language of section 768.28(9), Florida Statutes (2020), is reproduced herein. “No officer, employee or agent of the State or any of its sub-divisions shall be held personally liable in tort or named as a party defendant in any action for any injury or damages suffered as a result of any act, event or omission of action in the scope of his or her employment or function unless such officer, employee or agent acted in bad faith or with malicious purpose or in a manner exhibiting wanton or willful disregard of human rights, safety or property.”

ARTICLE 23
FPU REGULATIONS & POLICIES

23.1 Changes in Regulations or Policies

- (a) Established terms and conditions of employment cannot be changed without providing the opportunity for negotiation.
- (b) If any regulation, policy, or resolution proposed by the University has a direct and substantial impact on wages, hours, or any other term or condition of employment, the University shall satisfy any collective bargaining obligation with respect to the change prior to implementing it, unless UFF declines in writing to bargain over the change.

23.2 Notice of Proposed Policies or Regulations. The University shall provide to UFF, via posting on the University website and via email notification, an advance copy of any proposed regulation or policy that could reasonably be construed to affect terms or conditions of employment contained in this Agreement.

23.3 Inconsistencies with Agreement. No provision of any existing, new, or amended University regulation, policy, or resolution shall apply to bargaining unit members if it conflicts with an express term of the Agreement.

ARTICLE 24 MISCELLANEOUS PROVISIONS

- 24.1 No Strike or Lockout.** The University agrees that there will be no lockout at the University during the terms of this Agreement. The UFF agrees that there will be no strike by it or any bargaining unit member during the term of this Agreement.
- 24.2 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 be reinstated consistent with such legislation.
- 24.3 Venue.** For purposes of venue in any judicial review of any dispute arising out of this Agreement, the parties elect to submit themselves to the jurisdiction of the state courts in Polk County, Florida. In an action commenced in Polk County, neither the University nor the UFF will move for a change of venue based upon the defendant's residence in fact if other than Polk County.
- 24.4 Titles and Headings.** The titles of articles and headings that precede text are inserted solely for convenience of reference and shall not be deemed to limit or affect the meaning, construction, or effect of any provision of this Agreement.
- 24.5 Computation of Time.** The following rules apply in computing time periods specified in this Agreement:
- (a)** When the period is stated in days or a longer unit of time:
 - 1. begin counting from the next day that is not a Saturday, Sunday, or University-recognized holiday (as referred to in [FPU-1.008](#));
 - 2. count every day, including intermediate Saturdays, Sundays, and University-recognized holidays; and
 - 3. include the last day of the period, but if the last day is a Saturday, Sunday, or University-recognized holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or University-recognized Holiday.
 - (b)** In the event that any action falls due on a Saturday, Sunday, or University-recognized Holiday, the action will be considered timely if it is accomplished by 5:00 P.M. on the following business day.
 - (c)** When the period is stated in business days, Section 24.5(a) does not apply.

ARTICLE 25 SEVERABILITY

- 25.1** Invalidation of a Provision of this Agreement. If any provision of this Agreement is found to be invalid by any court of competent jurisdiction, or is expressly rendered invalid by reason of subsequently enacted legislation, such action shall not affect the remainder of the Agreement, and all other terms shall continue in full force and effect.
- 25.2** Negotiations on Replacement Provisions. If a provision of this Agreement is rendered invalid pursuant to Section 25.1 above, then upon request of either party, the University and UFF shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 26

AMENDMENT & DURATION

26.1 Effective Date.

- (a) The Agreement shall become effective on September 1, 2024, upon ratification by both the Board of Trustees and the UFF and shall remain in effect through August 31, 2027.
- (b) Annual Salary Increases as described in Article 12 are effective August 16 of the fiscal year for which they were negotiated.
- (c) Renegotiations for a successor agreement shall begin no later than October 1, 2026.

26.2 Amendments. This Agreement may be modified or amended only upon mutual, written agreement of the Board of Trustees and the UFF. In the event, the Board of Trustees and the 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.

26.3 Reopener Negotiations.

- (a) Unless otherwise provided in this Agreement, no Article shall be subject to renegotiation unless both parties mutually agree to do so.
- (b) At any time during this contract, the parties may agree to re-open specific articles of the contract.
- (c) For the fiscal years 2025-2026 and 2026-2027, the parties shall re-open and negotiate Article 12 Salaries. Re-opener negotiations will begin no later than February 15, 2025, for the fiscal year 2025-2026, and March 15, 2026, for the fiscal year 2026-2027.
- (d) Any re-opener negotiations shall be concluded within ninety (90) days unless otherwise agreed.

ARTICLE 27
TOTALITY OF AGREEMENT

- 27.1 Limitation.** The parties acknowledge that during the negotiations which resulted in the Agreement, the University and the UFF had the unlimited right and opportunity to present demands and proposals with respect to all matters lawfully subject to collective bargaining, and that 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.
- 27.2 No Obligation to Bargain.** During the Term of this Agreement, the University and the UFF agree that the other shall not be obligated to bargaining collectively with respect to any subject or matter covered by this Agreement. Notwithstanding these limitations, if the University exercises its management rights in such a way that any term or condition of employment is affected, the University shall be obligated to bargain the impact of such change.

ARTICLE 28 DEFINITIONS

The following terms, not otherwise defined in the Articles, are used in this Agreement:

- “Academic Year (AY)” means a period consisting of a fall and spring semester of approximately 39 weeks.
- “Academic Professional” means a member of the bargaining unit who holds the position classification of Wellness Counselor or Assistant Librarian.
- “Administration” means Florida Polytechnic University acting through its President and staff
- “Bargaining unit” means those employees, collectively, represented for collective bargaining purposes by the UFF pursuant to Florida Public Employees Relations Commission Certification wherein the Commission determined the composition of the bargaining unit at Florida Polytechnic University, as outlined in Appendix A.
- “Board,” “BOT,” or “Board of Trustees” means the University’s governing body acting through the President and staff.
- “Business Day” means Monday through Friday, excluding University holidays, in which the University is open and in normal operations.
- “Continuous employment” means employment uninterrupted by a break in service in which the employee is treated as a new employee for purposes of computing seniority and years of employment.
- “Days” means calendar days.
- “Department/unit” means a department or a comparable administrative unit generally equivalent in size and character to a department, unless provided otherwise in an express provision of this Agreement.
- “Employee” means a member of the bargaining unit.
- “Equitable” means fair and reasonable under the circumstances.
- “Faculty,” “faculty member,” or “faculty employee” means any member of the bargaining unit who holds a position classification of Instructor, Professor of Practice, Assistant Professor, Associate Professor, or Professor.
- “FTE” means “full-time equivalent.”
- “Instructor” means member of the bargaining unit who holds a position classification of Instructor, Senior Instructor, or Distinguished Instructor, whose primary responsibilities are teaching, service, and related activities.
- “Months” means calendar months.
- “Number” written in the singular form includes the plural.
- “Professors” means any member of the bargaining unit who holds a position classification of Assistant Professor, Associate Professor, or Professor.
- “Professor of Practice” means any member of the bargaining unit who holds a position classification of Professor of Practice.
- “Semester” means one of the two approximately 19.5-week periods that together constitute the academic year.

- “Supervisor” means an individual identified by the President or designee as having immediate administrative authority over bargaining unit employees.
- “UFF” means United Faculty of Florida.
- “UFF Chapter” means the Florida Polytechnic University Chapter of UFF.
- “University” or “FPU” means Florida Polytechnic University, including when acting through the President and staff.
- “Year” means a period of twelve (12) consecutive months.

APPENDIX A

POSITION CLASSIFICATIONS IN THE BARGAINING UNIT

All full-time employees in the following position classifications holding regular appointments who do not have a supervisory conflict of interest with the employees in the bargaining unit:

- PROFESSOR
- ASSOCIATE PROFESSOR
- ASSISTANT PROFESSOR
- INSTRUCTOR
- SENIOR INSTRUCTOR
- DISTINGUISHED INSTRUCTOR¹
- PROFESSOR OF PRACTICE¹
- ASSISTANT LIBRARIAN I
- ASSISTANT LIBRARIAN II
- WELLNESS COUNSELOR I
- WELLNESS COUNSELOR II
- ACADEMIC PROGRAM COORDINATOR

All other University employees , as described more fully in Certification number 1898, issued by the Public Relations Commission; as amended on June 5, 2018, in Order Number 18E-137, and as amended on January 24, 2019, in Order Number 19E-020, are excluded from the bargaining unit.

¹ The ranks of “Distinguished Instructor” and “Professor of Practice” are newly created classifications which are pending formal inclusion to the bargaining unit. Until the requested modification to the unit is granted by final order of the Public Employees Relations Commission, the new classifications are excluded from the bargaining unit.

APPENDIX B
FACULTY ACTIVITY REPORT
(From Article 8 – Performance Evaluation)
REVIEW PERIOD: MM/DD/YY to MM/DD/YY

Name: _____

Rank: _____ **Academic Program:** _____

Teaching Activity and Accomplishments for the Year:

A. Table supplied by institutional research

B. Faculty commentary:

1. Formal Course Delivery:
 - a. Course enhancements
 - b. Instructional development
 - c. Student mentoring and support
 - d. Undergraduate
 - e. Graduate
2. Educational resources sought or acquired
3. Anything else that should be considered for this evaluation period:

Scholarship:

- A. Publications** (list those published during the review period. Items that are in press, in review, or in progress must be listed in the appropriate section but must be clearly noted as such. Do not list any publication multiple times.)
1. Refereed Publications (give full archival citation. When available, include the DOI number, link to publication, or the first page of the publication)
 - a. Refereed Articles in Journals
 - b. Refereed Articles in Conference Proceedings
 2. Industrial collaboration or activity
 - a. Patents, patent applications, patent disclosures (disclosures should be specific enough to identify the activity but not so specific as to implicate publication).
 - b. Industry sponsored project not listed in teaching section
 3. Books, Book Contributions, and Issues of Journals (includes books you have written or edited, contributions to edited books, and special issues of journals you have edited. Give full archival citation. When available, include the DOI number or link to publication. If published on CD-ROM, give number of pages of your paper.)
 4. Non-refereed Publications (give publication details)
 - a. Abstracts
 - b. Non-refereed Articles in Conference Proceedings
 - c. Software
 - d. Project Reports (technical reports, final reports on grants, etc.)
 - e. Articles Posted on E-print Servers
 - f. Articles in Professional Magazines

- g. Other (e.g., anything else with your name on it including book reviews, forewords to books/journal issues, software packages, etc.)
- 5. Publications in Progress (include status: submitted, under review, in press, etc.)
- 6. Presentations
 - a. Invited Talks (that you have given at conferences, or at organizations other than Florida Poly.)
 - b. Other Talks (by you, e.g., contributed papers or posters at conferences, talks at Florida Poly, etc.)
 - c. Co-authored Presentations (not presented by you)

B. Funded projects where there was expenditure during the year:

- Project Title:
- Project Staff:
- Source of Funds:
- Project Duration:
- Total Amount and estimated expenditure for the review period:
- Spending by the Faculty member for the current review period:
- Graduate students supported by the effort that were directed by the faculty member during the review period:
- Undergraduate students supported by the effort that were directed by the faculty member during the review period:
- Synopsis of accomplishments for the project for this review period:

C. Proposals written during the review period:

- Project Title:
- Project Staff:
- Source of Funds:
- Project Duration:
- Total Amount:
- Number of graduate students planned to be supported by the effort:
- Undergraduate student hours planned to be supported by the effort:
- Fraction of proposal written by you:

D. Other scholarship activity (preproposal activity, unfunded work):

E. Any Additional Information that should be considered for this review period:

Service (include only those activities during the review period shown above):

- A.** Support of student activity on campus (clubs, etc.)
- B.** Departmental Committees (and other departmental service, include your role in the committee)
- C.** Institutional Committees (and other institutional service)
- D.** External Professional Service (regional and national committees, panels, etc.)
 - 1. Regional and National Committees (list committee names)
 - 2. Reviews (indicate number of papers and proposals reviewed; editorial work for journal and book publishers, external examinations, reviews for foundations and

agencies, reviews of promotion and tenure dossiers, number of letters of recommendation written, etc.)

3. Other External Professional Service

E. Community Outreach (list the type of activity and the level of effort in the activity)

F. Anything else that should be considered for this review period

Honors and Awards (include only those honors and awards received in the review period shown above)

Professional Development

A. Describe how professional development funds or travel funds were used in the review period shown above (e.g., summer salary, graduate student support, conference travel, equipment, etc.)

B. Provide commentary on how this activity has helped you (or not) as a faculty member.

C. Describe any other significant professional development activity that you have accomplished this review period.

Other Pertinent Information

Comments on Statement of Expectations from the Previous Year

Proposed Statement of Mutual Expectation for the Upcoming Year (presented under the headings “teaching, scholarship, service)

Signature of Faculty Member

Date

Grievance #:
[Assigned by OGC]

APPENDIX C STEP 2 - GRIEVANCE FORM

(From Article 11.2(b)(1) – Grievance & Arbitration)

PART I – (Note: If this grievance is being initiated at Step 2 (see Article 11.2(a)(2)(c)), skip to Part II.)

Date of Request for Informal Resolution process:	
---	--

- ❖ *Grievances cannot be filed until the UFF or faculty member has timely requested an Informal Resolution, except as provided under Article 11.2(a)(2)(c).*
- ❖ *Such request must be within 20 days of the act or omission described in Part III below.*
- ❖ *Upon receipt of a timely-filed request for Informal Resolution, the parties have 30 days to resolve the dispute.*

Date this Grievance is being filed:	
--	--

- ❖ *Grievances can be filed up to 15 days after the expiration of the 30 day Informal Resolution process, but may be filed earlier as described in Article 11.5(d).*

**Date(s) of Action(s)
and/or Omission(s)
being grieved:**

Earliest

Latest

Continuing Action

**PART II
GRIEVANT(S)**

Name(s) _____ Dept. _____

Mailing

Address _____

Phone Number (Home) _____ (Office) _____

Email _____

GRIEVANCE REPRESENTATIVE

Name _____

Email _____

If Grievant is represented by the UFF or legal counsel, all University communications should go to the Grievance Representative.

Other address to which _____

University mailings
pertaining to grievance
shall be sent

(See Next Page for Additional Requirements)

PART III – (Note: Only those acts or omissions and sections of the Agreement identified in this form may be considered in Step 2 or Step 3. This form may be amended once prior to the Step 2 meeting. This amendment may be no later than three business days before the Step 2 meeting.)

Article(s) & Section(s) of
Agreement allegedly
violated:

--

Grievance #:
[Assigned by OGC]

--

Statement of Grievance (This narrative must include date of acts or omissions complained of and name(s) of any individual(s) that allegedly committed the acts or omissions.):

--

Remedy
Sought:

(See Next Page for Additional Requirements)

Grievance #:
[Assigned by OGC]

PART III

AUTHORIZATION

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

- ☐ UFF: _____
- ☐ Myself: _____
- ☐ Legal Counsel: _____

☐	I authorize the use, for the purposes of the Step 2 Meeting, of any previously released Limited-Access Records (as defined under Florida Polytechnic University Rule 6C13-6.008) pertinent to this grievance by the individual(s) indicated above. If written authorization is required for the release of any additional Limited-Access Records, I may submit such written authorization.
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I UNDERSTAND AND AGREE THAT BY FILING THIS GRIEVANCE, I WAIVE ANY RIGHTS TO JUDICIAL REVIEW OF AGENCY ACTION PURSUANT TO CHAPTER 120, FLORIDA STATUTES, AND TO THE REVIEW OF SUCH ACTIONS UNDER OTHER UNIVERSITY PROCEDURES WHICH MAY BE AVAILABLE TO ADDRESS THE MATTERS RAISED IN THIS GRIEVANCE.

Signature of Grievant

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

This grievance was electronically filed with the Office of General Counsel (ogc@floridapoly.edu) on _____.

DATE OF RECEIPT BY OFFICE OF GENERAL COUNSEL: _____

APPENDIX D – ARBITRATION

1.1 Arbitration Procedure (Step 3).

- (a) Step 3 Filing. If a grievance alleging a procedural violation has not been satisfactorily resolved at Step 2, the UFF may proceed to arbitration by filing a written notice of the intent to do so (Notice of Arbitration Form).
- (1) Each notice of arbitration must be submitted in writing on the form provided at the end of this appendix (Notice of Arbitration Form). All pertinent information submitted with the Grievance Form, as well as the Grievance Hearing decision, must be included as an attachment to the Notice of Arbitration form. The Notice of Arbitration form must be signed by the grievant and a UFF representative.
 - (2) Within fifteen (15) days after the date of the Step 2 decision, the notice of intent to proceed to arbitration must be submitted to the Office of the General Counsel (ogc@floridapoly.edu) consistent with the procedures defined in Section **Error! Reference source not found.**. The fifteen (15) days will be calculated as defined in Section 24.5.
 - a. In the absence of an agreement to extend the period for issuing the Step 2 decision, UFF may proceed to Step 3 if the grievant's Step 2 representative has not received the written decision by the end of the 35th day following the conclusion of the Step 2 meeting.
 - (3) Only those acts or omissions and sections of the Agreement identified at the initial Step 2 filing, or as amended prior to the Step 2 meeting, may be considered by the Arbitrator.
 - (4) The parties shall stipulate to the issue(s) prior to the arbitration. In the event a stipulation is not reached, the parties shall proceed to a hearing on arbitrability pursuant to Section 1.1(d) of this Appendix D.
 - (5) The filing or pendency of an arbitration proceeding does not impede, preclude, or delay the University from taking the action complained of.
 - (6) When the UFF determines that a grievance lacks merit, UFF may terminate an arbitration arising from that grievance.
- (b) Selection of Arbitrator.
- (1) Arbitration Panel. Representatives of the University and UFF notice shall meet within ninety (90) days after the execution of this Agreement for the purpose of selecting a Panel of seven (7) members.
 - a. Each party shall submit six (6) arbitrators to create a selection list, from which parties may mutually agree to, or alternatively strike names until they select the Arbitration Panel.
 - b. The right of the first choice to strike shall be determined by a coinflip.
 - c. The Arbitration Panel shall be operative until a successor Agreement is ratified, or if two (2) or more arbitrators on the selection list are no longer active, the parties may agree in writing

to replace the inactive arbitrators or select a new panel following the same process.

(2) Step 3 Arbitrator. The parties shall either mutually agree upon the arbitrator charged with hearing any grievance, or select, the arbitrator from the Arbitration Panel as set forth in this subsection.

- a. A mutually-agreed-upon arbitrator does not need to be a member of the Arbitration Panel.
- b. In the event the parties cannot mutually agree upon an arbitrator, and no later than fourteen (14) days after receipt of a notice of intent to arbitrate, the parties shall confer for the purpose of selecting an arbitrator from the panel.
- c. The parties shall alternatively strike names from the list until one name remains.
- d. The right of the first choice to strike shall be determined by a coinflip.

(c) Authority of the Arbitrator.

- (1) The arbitrator shall neither add to, subtract from, modify, nor alter the terms or provisions of this Agreement. Arbitrations shall be confined solely to the application of this Agreement and the issue(s) submitted for arbitration. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issues submitted.
- (2) The arbitrator shall not substitute the arbitrator's or another's judgment for that of the University in any matter involving the exercise of managerial discretion.

(d) Arbitrability. Issues of arbitrability shall be separated from the substantive issue(s) and, whenever possible, determined by means of a hearing conducted by conference call.

- (1) The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability.
- (2) If the issue is judged to be arbitrable, an arbitrator shall then be selected to hear the substantive issue(s) in accordance with the provisions of Section 1/1(b)(1)a of this Appendix D.

(e) Conduct of Step 3 Hearing.

- (1) The hearing shall commence within sixty (60) days of the arbitrator's acceptance of selection, or as soon thereafter as is practicable.
- (2) The arbitrator shall conduct the hearing at the University, unless otherwise agreed by the parties.
- (3) The arbitrator shall issue the decision within forty-five (45) days of the close of the hearing or the submission of briefs, whichever is later, unless additional time is agreed to by the parties.
- (4) The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted.

- (5) A grievance that has been filed at Step 3 and on which no action has been taken by the grievant or the UFF for sixty (60) days shall be deemed withdrawn and/or dismissed in accordance with the decision issued at the prior Step unless the delay is due to procedural or scheduling delays that are beyond the control of the grievant or UFF.
- (6) Except as modified by the provisions of this Agreement, arbitration proceedings shall be conducted in accordance with the current Labor Arbitration Rules of the American Arbitration Association.
- (f) Effect of Decision. The arbitrator's decision shall be final and binding upon the Board, the University, the UFF, and the grievant, provided that either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction, pursuant to this Agreement and the Florida Arbitration Code as defined by law.
- (g) Fees and Expenses.
 - (1) The parties shall equally divide all arbitration fees and expenses unless the arbitrator rules that the claim or defense was frivolous, in which case the nonprevailing party shall bear the cost of all fees and expenses associated with the arbitration, including, if awarded, attorney's fees.
 - (2) Fees and expenses charged by an arbitrator for cancellation after the arbitrator's deadline shall be borne by the party requesting the cancellation. However, if a grievance is resolved, and the cancellation of the arbitration results in any arbitration fees or expenses, such costs shall be divided equally between the parties.
 - (3) Each party shall bear the cost of preparing and presenting its own case including payment of expenses and compensation for its own representatives, attorneys, and witnesses.
 - (4) The party desiring a transcript of the arbitration proceedings shall provide notice to the other party of its intention to have a transcript of the arbitration made prior to the arbitration. The party desiring such transcript shall be responsible for scheduling a stenotype reporter to record the proceedings. The party originally requesting a transcript of the proceedings shall pay for any appearance fee of the court reporter.

APPENDIX D
STEP 3 - NOTICE OF ARBITRATION FORM

The United Faculty of Florida hereby gives notice of its intent to proceed to arbitration in connection with the Step 2 decision of the University, which was received by the UFF or Grievant (if not represented by UFF) on _____, in this grievance of:

NAME(S): _____
GRIEVANCE #: _____

Statement of Issues Proposed for Arbitration: (These issues must have been previously raised by the Grievant in the Step 2 Grievance.)

(See Next Page for Additional Requirements)

This Notice of Arbitration was electronically filed with the Office of General Counsel (ogc@floridapoly.edu) on _____.

Signature of UFF President or Representative

Date

I hereby authorize UFF to proceed to arbitration with my grievance. I also authorize the use, during the arbitration proceedings, of any previously released Limited-Access Records (as defined under Florida Polytechnic University Rule 6C13-6.008) pertinent to this grievance and to furnish copies of the same to the Arbitrator. If written authorization is required for the release of any Limited-Access Records, I may submit such authorization.

Signature of Grievant

Date

For the University

For the UFF

DATE OF RECEIPT BY OFFICE OF GENERAL COUNSEL: _____

David Fugett
Chief Negotiator

Wylie Lenz
Chief Negotiator

Date _____

Date _____

APPENDIX E- PAYROLL DEDUCTION

- 1.1** Deductions. The University will deduct, twice monthly, the following from the pay of those bargaining unit members who individually and voluntarily make such request on an authorization form provided by UFF.
- (a) The form, electronic or paper-based, must specifically state the amount (whether as a set dollar amount or percentage of earnings) to be deducted, as established by UFF.
 - (b) The form must also include, at a minimum, the bargaining unit member's name, signature, and signature date.
 - (c) The executed form must be submitted electronically to the University's payroll department (payroll@floridapoly.edu).
- 1.2** Timing of Deductions.
- (a) The University will make deductions each pay period, beginning with the first full pay period commencing at least thirty (30) days following receipt of authorization.
 - (b) UFF must give written notice to the Board of any changes in its dues at least forty-five (45) days prior to the effective date of any such changes.
- 1.3** Remittance.
- (a) The University must remit dues and other authorized deductions to the UFF State Office on a bi-monthly basis within thirty (30) days following the end of the pay period by automatic funds transfer.
 - (b) Accompanying each remittance will be a list containing the following information relating to each dues-paying member:
 - (1) Names and departments of the bargaining unit members;
 - (2) Amounts deducted.
- 1.4** Termination of Deduction. The University's responsibility for deducting dues and other authorized deductions from a bargaining unit member's salary will terminate automatically upon either:
- (a) thirty (30) days advanced written notice from the bargaining unit member to the University's payroll (payroll@floridapoly.edu) and Human Resources departments (hr@floridapoly.edu), and to the UFF revoking that bargaining unit member's prior deduction authorization, or;
 - (b) the transfer of the authorizing bargaining unit member out of the bargaining unit.
- 1.5** Indemnification. The UFF assumes responsibility for (1) all claims against the University, including the cost of defending such actions, arising from the University's compliance with this Article, and for (2) all monies deducted under this Article and remitted to the UFF. The UFF must promptly refund the University excess monies received under this Article.
- 1.6** Exceptions. The University will not deduct any UFF fines, penalties, or special assessments from the pay of any bargaining unit member, nor is the University obligated to provide more than one (1) payroll deduction field for the purpose of making the deductions described in this Article.

1.7 Termination of Agreement. The University's responsibilities under this Article will terminate automatically upon either:

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