

ARTICLE 6

NONDISCRIMINATION

6.1 Statement of Intent.

(a) The Board and the UFF fully support all laws intended to protect and safeguard the rights and opportunities of each faculty member, staff member, and student to work and learn in an environment free from any form of unlawful discrimination or unlawful harassment.

(b) The Board and the UFF recognize their obligations under federal and state laws, rules, and regulations prohibiting discrimination or harassment, including Title IX of the Education Amendments of 1972, the Violence Against Women Act, and the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act. The parties ~~recognize their obligations under federal and state laws, rules, and regulations prohibiting unlawful discrimination and unlawful harassment~~ reaffirm their commitment to create a diverse faculty that brings new perspectives and new talent into the academy. To this end, the Board, with the support of the UFF, will work to implement programs, policies, and practices to facilitate the recruitment of a diverse faculty.

(c) Nothing in this Article is intended to alter the eligibility requirements for benefits provided by the University.

(d) It is the intent of the Board and the UFF that this statement of intent not be subject to Article 22 (Grievance Procedure and Arbitration).

6.2 Nondiscrimination Policy.

(a) Nondiscrimination. Neither the Board nor the UFF will discriminate against any faculty member based upon race, color, sex/gender (this also includes gender identity), sexual orientation, religious creed, national origin, age, veteran status, disability, political affiliation, or marital status, nor will the Board or the UFF abridge any rights of faculty related to union activity granted under Chapter 447, Florida Statutes, including but not limited to the right to assist or to refrain from assisting the UFF. Personnel decisions will be based on job-related criteria and performance.

(b) Discrimination Prohibition. No employee will discriminate against or harass any other employee or any student based upon race, color, sex/gender (this also includes gender identity), sexual orientation, religious creed, national origin, age, veteran status, disability, political affiliation, or marital status.

(c) Sexual Harassment. Sexual harassment is a prohibited form of sex discrimination. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or academic performance or evaluation, (2) submission to or rejection of such conduct by an individual is used as the basis for employment or academic decisions affecting such individual, or (3) such

Michael Mattione
8/19/2020

Jeff Ziff
10, 2020
UFF-UFF

conduct has the purpose or effect of unreasonably interfering with an individual's work or academic performance or creating an intimidating, hostile, or offensive working or learning environment.

(d) Consensual Relations.

i. Definitions:

For the purposes of this Section (d), the following definitions pertain:

A Consensual Relationship is a mutually acceptable, romantic and/or sexual relationship between a faculty member and an employee, student and/or student employee.

A Conflict of Interest arises when individuals with the authority and the responsibility to evaluate the work or performance of an employee, student or student employee initiate, acquiesce or engage in an intimate romantic and/or sexual relationship with that employee, student or student employee.

ii. Ethical Considerations

The University of West Florida is committed to an academic and employment environment free from harassment, discrimination, and unprofessional conduct.

Codes of ethics for most professional associations forbid professional-client sexual relationships. Both professor-student and supervisor employee relationships are similar to those of a professional and a client. The respect and trust accorded a professor by his or her student, as well as the power exercised by the professor in grading/evaluation, advising, or recommending study and future employment diminish the student's actual freedom of choice when entering upon a relationship with that professor. A similar imbalance pertains in a supervisor/subordinate

employee relationship. When these asymmetrical relationships are romantic and/or sexual in nature, they constitute an inherent Conflict of Interest. Accordingly, Consensual Relationships involving Conflicts of Interests are prohibited. Should such a Conflict develop, the teacher, supervisor or advisor has the obligation to disclose its existence and to cooperate in making alternative arrangements for the supervision, evaluation, teaching, grading, or advising of the employee, student and/or student employee. These arrangements will be set forth in a written conflict mitigation plan. The conflict mitigation plan must be approved by the Provost.

6.3 Investigation of Charges of Discrimination and Harassment. Charges of discrimination and harassment, including those filed by faculty alleging unlawful discrimination or unlawful harassment by students, will be promptly investigated according to established University procedures. No faculty member investigated under such procedures will be disciplined until such investigation is complete and a finding of discrimination or harassment has been issued.

(a) Non-retaliation policy. No retaliation of any kind will be made by a faculty member, the Board, or UFF against any party, any witness, any UFF representative, or any other participant in this process or in any grievance arising from this process for reason of such participation.

Michael Matten
8/19/2020

pts in
Aug. 19, 2020

(b) To the extent possible, remedial measures to correct the effects of unlawful harassment or unlawful discrimination will not unreasonably adversely affect an individual who was found to be the victim of unlawful discrimination or unlawful harassment.

(c) If, after the completion of the investigation, any finding of unlawful discrimination is made, a record of the complete findings will be placed in the faculty member's master evaluation file.

Such findings are not considered evaluative material for purposes of Florida Statute 1012.91. (d) If a finding of no discrimination is made, no record will be placed in the faculty member's master evaluation file unless the faculty member requests in writing that a record of the complete investigation be placed in the evaluation file.

6.4 Access to Documents. No faculty member will be refused a request to inspect and copy documents related to claims of discrimination under this Article, to which the faculty member is a party, except for records which are exempt from the provisions of the Public Records Act, Chapter 119, Florida Statutes, provided that the University may charge for copies of documents in accordance with law, rule, University procedure's, and this Agreement.

6.5 Discrimination Claims. Claims that the Board or the University engaged in unlawful discrimination or unlawful harassment may be presented as grievances pursuant to Article 22 (Grievance Procedures and Arbitration).

(a) It is the intent of the parties to this Agreement that matters which may be presented as grievances under Article 22 (Grievance Procedures and Arbitration) be so presented and resolved through that procedure instead of using other procedures.

(b) The UFF agrees not to process cases arising under this Article when alternative procedures to Article 22 (Grievance Procedures and Arbitration) are initiated by the grievant, except that a grievant may file an EEOC charge while the grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. §2000e et seq.

6.6 Charges of Discrimination Included as Part of a Grievance.

(a) Charges of discrimination, including unlawful harassment, included in grievances will be referred to the University's equal opportunity officer or Title IX Coordinator as appropriate for investigation of those charges in accordance with University procedures.

(b) If the charges of discrimination or harassment are not separable from other claims in the grievance, then the entire grievance will be held in abeyance until a finding has been made on the charges of discrimination or harassment and forwarded to the Step 1 reviewer. The grievance will then be processed in accordance with the procedures outlined in section 22.5 (Grievance Procedure) of this Agreement, provided that the thirty-day limitation specified therein shall be extended to accommodate the investigation of the discrimination complaint, not to exceed a period of ninety days.

(c) If the charges of unlawful discrimination or unlawful harassment are separable from other claims included in the grievance, then the charges of unlawful discrimination or unlawful harassment will be held in abeyance until a finding has been made on those charges by the

Michael Mattione

8/19/2020

pt 22
Aug 10, 2020
UFF

University's equal opportunity officer or Title IX process, while the remaining claims exclusive of the charges of unlawful discrimination or unlawful harassment will be processed in accordance with the procedures outlined in section 22.5 of this Agreement. Once a finding has been made by the University's equal opportunity officer or Title IX process officer on those charges of unlawful discrimination or unlawful harassment that were separated from other claims in the grievance, the finding will be forwarded

to the Step I reviewer and the charges of discrimination or harassment will be processed in accordance with the procedures outlined in section 22.5 (Grievance Procedure) of this Agreement.

(d) The filing of a complaint with the Equal Employment Opportunity Commission will not affect the processing of a grievance related to unlawful discrimination or unlawful harassment.

6.7 Academic Freedom. The parties acknowledge that academic freedom (as defined in Article 5, Academic Freedom) exists within the restrictions imposed by the laws with regard to unlawful discrimination and unlawful harassment.

Michael Zlatos
8/19/2020

fitz 21
August 14, 2020
UEF-UEF

ARTICLE 9 APPOINTMENT

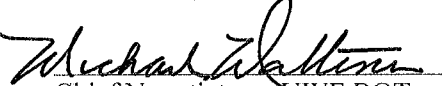
9.1 Policy. The Board will exercise its authority to determine the standards, qualifications, and criteria so as to fill appointment vacancies in the bargaining unit with the best possible candidates. In furtherance of this aim, the Board will, through the University,

- (a) advertise such appointment vacancies;
- (b) receive applications and screen candidates therefor;
- (c) make such appointments as it deems appropriate under such standards, qualifications, and criteria; and
- (d) Commit to an effort to identify and seek qualified women and minority candidates for vacancies and new positions.

9.2 Vacancies. Bargaining unit vacancies will be advertised through the University's website and through other appropriate professional channels.

9.3 Employment Contract. All appointments will be made on a University employment contract and signed by the President or representative and the faculty member. The University may include informational addenda or addenda reflecting negotiations between the parties, except that such addenda may not abridge the faculty member's rights or benefits provided in the Agreement. All academic year appointments for faculty members will begin on the same date unless legal restrictions require otherwise. The University employment contract will contain the following elements:

- (a) Effective Date;
- (b) Professional Classification System title, class code, rank, and appointment status;
- (c) Employment unit (e.g., department, college, institute, area, center, etc.);
- (d) Length of appointment;
- (e) Special conditions of employment;
- (f) A statement that the position is (1) tenured, (2) non-tenure earning, or (3) tenure-earning (specifying prior service in another institution to be credited toward tenure), or (4) fixed-term multiyear appointment;
- (g) A statement that the faculty member's signature on the standard employment contract will not be deemed a waiver of the right to process a grievance with respect thereto in compliance with Article 22 (Grievance Procedure and Arbitration);


Chief Negotiator – UWF BOT

8/19/2020
Date


Chief Negotiator – UFF UWF

Aug. 19, 2020
Date

(h) The following statement, if the appointment is not subject to notice provisions of section 13.2: "Your employment under this contract will cease on the date indicated. No further notice of cessation of employment is required.";

(i) A statement that the appointment is subject to the Constitution and laws of the State of Florida and the United States, the rules of the Board of Governors and the University, and this Agreement;

(j) Percent of full-time effort (FTE) assigned;

(k) Salary rate;

(l) The minimum salary for the rank or job classification;

(m) The statement: "The UWF BOT/UFF Collective Bargaining Agreement (Article 6, Nondiscrimination) prohibits discrimination against any faculty member based upon race, color, sex, sexual orientation, religious creed, national origin, age, veteran status, disability, political affiliation, marital status, or employee rights related to union activity as granted under Chapter 447, Florida Statutes. Discrimination or harassment based on anti-Semitism is treated as discrimination or harassment based upon race and religion. Claims of such discrimination by the Board or the University may be presented as grievances pursuant to Article 22 (Grievance Procedure and Arbitration).";

(n) A statement informing the faculty member of the obligation to report any outside activity or potential conflict of interest under the provisions of Article 21 (Conflict of Interest/Outside Activity) of the Collective Bargaining Agreement; and

(o) Principal place of employment.

9.4 Appointments.

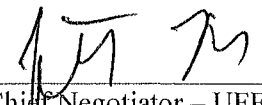
(a) Change in appointments.

(1) A faculty member serving on a calendar year appointment may request an academic year appointment, or an annual leave accruing appointment of less than twelve (12) months but more than nine (9) months. Similarly, a faculty member serving on an academic year appointment may request a calendar year appointment or an annual leave accruing appointment of less than twelve (12) Months but more than nine (9) months. The President or representative will carefully consider such requests, although staffing considerations and other relevant University needs may prevent their being granted.

(2) Upon approval by the President or representative, and assuming that the assigned responsibilities remain substantially the same, a faculty member's base salary will be adjusted by


Chief Negotiator – UWF BOT

8/19/2020
Date


Chief Negotiator – UFF UWF

Aug. 19, 2020
Date

81.8 percent when changing from a calendar year to an academic year appointment or by 122.2 percent when changing from an academic year to a calendar year appointment. For a faculty member whose appointment was previously changed from an academic year to a calendar year appointment at a salary adjustment other than 122.2 percent or from a calendar year to an academic year appointment at a salary adjustment other than 81.8 percent, the percent which is the reciprocal of the percent previously used will be used to make the salary adjustment. For the purpose of determining base salary for this adjustment, any temporary supplement shall not be included in the calculation of base salary.

(3) Upon approval of a change from an academic year appointment to an annual leave accruing appointment of less than twelve (12) months but more than nine (9) months, the faculty Member's salary will be adjusted to a percent of the calendar year base which is mathematically proportionate.

(4) Upon approval of a change from an annual leave accruing appointment of less than twelve (12) Months but more than nine (9) months to an academic year appointment, the faculty member's base salary will be adjusted to a percent of the annual leave accruing base which is mathematically proportionate.

(b) Summer Appointments.

(1) Policy.

a. Available supplemental summer appointments ~~will~~ shall be offered equitably as appropriate to qualified faculty, not later than five (5) weeks prior to the beginning of the appointment, if practicable, in accordance with written criteria. The criteria will be made available in each department/unit.

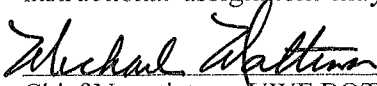
b. Supplemental Summer appointments will be made in accordance with section 10 12.945, Florida Statutes (the "twelve hour law").

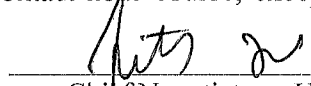
c. No employee shall be obligated to accept a supplemental summer appointment. An employee shall accept an offer of a summer appointment within seven (7) calendar days of receipt of the formal, written offer or forfeit his/her preference.

(2) Supplemental Summer Compensation.

a. A faculty member will receive approximately the same total salary for teaching a course during a supplemental Summer appointment as he or she received for teaching the same course, or a course similar in length and content, during the academic year, regardless of the length of the supplemental Summer appointment.

b. The instructional FTE will ordinarily be that assigned to a course offered during the academic year which is the same or similar to that being offered in the Summer. This academic year instructional assignment may not exceed .25 FTE for a three (3) contact hour course, except that


Chief Negotiator – UWF BOT


Chief Negotiator – UFF UWF

8/19/2020
Date

Aug. 19, 2020
Date

contact hour equivalencies may be assigned for classroom instructional activities which involve unusual and significant requirements for classroom preparation, conduct of classes, student evaluation, etc. The academic year FTE will be increased during the supplemental Summer appointment proportional to the shorter length of the Summer terms.

Summer FTE will be computed as follows:

Summer FTE = Academic Year FTE x (Weeks in Academic Semester / Weeks in Summer Semester) + Other FTE (as provided in d., below)

Summer FTE = .25 x (19.5 / 13) + Other FTE = (.25 x 1.5) + Other FTE = .375 + Other FTE

Salary for one (1) course in the Summer with an assumed nine (9)-month salary of \$44,000 and zero (0) Other FTE for a thirteen (13) week Summer appointment will be computed as follows:

Summer Compensation = Annual nine (9)-month salary x Summer FTE x (# pay periods for Summer semester / # pay periods for academic year semester)

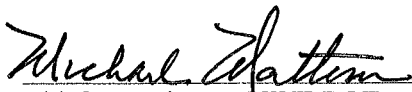
Summer Compensation = \$44,000 x .375 x (6.5 / 19.5) + O* = \$44,000 x .375 x 14 .333 = \$5,500

*assuming no "Other FTE" is assigned for the Summer

c. Note that contact hour equivalencies may be assigned in the Summer for classroom instructional activities which involve unusual and significant requirements for class preparation, conduct of classes, student evaluation, etc. These assigned FTE's also will be proportionally greater in the Summer than in the academic year in recognition of the shorter length of the Summer terms.

d. The instructional FTE assignment described in 9.4(b)(2)b., above, does not include other credit-generating activities such as thesis/dissertation supervision, directed individual studies, supervised research/teaching, and supervision of student interns. These activities, as well as Research or Service activities may be assigned by the University during the Summer term as "Other FTE" but are not part of the "FTE for Semester Instructional Assignment" described in the preceding paragraphs, need not be assigned in conjunction with Summer instructional assignment, and need not be allocated according to the same FTE equivalent as during the academic year. Any such reduction in FTE must, however, correspond to an appropriate reduction in assigned duties. In order for "Other FTE" activities to be compensated, they must be in writing, requested by the University, and included, along with the assigned FTE percentage, on the faculty member's Summer Work Assignment.

(c) Extra Compensation Appointments. Extra compensation is defined as compensation for any duties (including work activities previously designated as overload) in excess of a full appointment (1.0 FTE). Available extra compensation appointments with the University will be offered equitably and as appropriate to qualified faculty in sufficient time to allow voluntary acceptance or rejection and are subject to the provisions of section 25.9 (Type of Payment for


Chief Negotiator – UWF BOT

8/19/2020
Date


Chief Negotiator – UFF UWF

Aug 19, 2020
Date

Assigned Duties).

(d) Visiting Appointments. A "visiting" appointment is one made to a person having appropriate academic or professional qualifications but who is not expected to be available for more than a limited period, or to a person in a position that the University does not expect to be available for more than a limited period. A visiting appointment may be offered in single or multi-year contracts, not to exceed a total of four (4) consecutive years.

(e) Adjunct Appointments. The use of adjuncts at the University will, upon the request of the UFF representatives, be a subject of consultation under the provisions of Article 2 (Consultation).

(f) Fixed Multi-year Appointments.

(1) Two (2)- to five (5)- year fixed multi-year appointments may be offered for the following:

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

(2) Successive fixed multi-year appointments may be offered to eligible faculty hired pursuant to section 9.4(f)(1) as follows:

- a. Criteria used to determine in which instances to offer successive appointments include consideration of the basis for the initial fixed multi-year appointment, evaluation of performance, professional growth, extent and currency of professional qualifications, contribution to the mission of the department or program, staffing needs, funding source alternatives, and continuing program considerations. Such criteria will be in writing and available to all eligible faculty.
- b. The faculty member will be advised in the penultimate year of the appointment that to be considered for a successive fixed multi-year appointment, he or she must submit a request and written documentation pursuant to written procedures established by the University. The University will notify the faculty member in writing of the decision to offer or not offer a successive appointment by the beginning of the final year of the faculty member's current appointment.


Chief Negotiator - UWF BOT

8/19/2020
Date


Chief Negotiator - UFF UWF

Aug. 19, 2020
Date

(3) Instructors, Lecturers, Research Associates, and Librarians on multi-year appointments.

a. Instructors, Lecturers, Research Associates and non-tenure earning, Assistant Librarians, Associate Librarians and Librarians shall be offered a three-year multi-year contract appointment in circumstances where the faculty member had received an overall Dean's rating of "excellent" or above on each of his or her three most recent consecutive annual evaluations.

b. In the event that the faculty member qualifies for a subsequent consecutive three-year multi-year contract, by receiving an overall Dean's rating of "excellent" or above in each of his or her six most recent annual evaluations, he or she shall receive a base wage increase of one thousand dollars (\$1,000.00). The one thousand dollar (\$1,000.00) increase may not be received more than once every six years (every other three-year contract).

c. Faculty on multi-year contracts funded in whole or in part by grant funds will have the multi-year contract end in the event the grant funding is terminated. Any wage increase identified in section 3(b) for a grant funded position is dependent upon whether grant funds are available to allow for the increase.

d. Library faculty may qualify for the multi-year contract defined at section 3(a) but are not eligible for the wage increase defined at section 3(b).

~~(4) One-Time Salary Adjustment for Instructors, Lecturers and Research Associates.~~

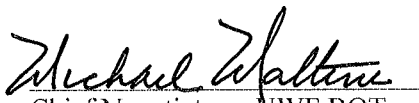
~~(a) In lieu of the wage increase at Section 3, the University will provide, effective August 8, 2018, a one-thousand dollar (\$1,000) salary increase to eligible in-unit Instructors, Lecturers and Research Associates.~~

~~(b) To be eligible for the increase, Instructors, Lecturers and Research Associates must:~~

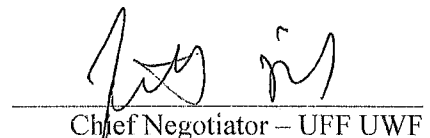
~~i. Have at least three years experience as an in-unit Instructor, Lecturer or Research Associate.~~

~~ii. Be eligible for participation in the multi-year contract program or have an existing multi-year appointment on August 8, 2018, as defined in Article 9.4(f)(3) and~~

~~iii. Have not been issued a notice of non-reappointment or termination or tendered a resignation prior to the effective date of this increase.~~


Chief Negotiator – UWF BOT

8/19/2020
Date


Chief Negotiator – UFF UWF

Aug. 19, 2020
Date

ARTICLE 19 LEAVES

19.1 Types of Leave. The following is an index of types of leave available under this Agreement. This index is provided for informational purposes only, and is not grievable (not subject to Article 22, Grievance Procedure and Arbitration).

Administrative Leave: Section 19.11, Section 19.11(f)
Athletic Competition Leave: 19.11 (d)(3)
Annual Leave: Section: 19.10
Civil Disorder/Disaster Leave: Section 19.11(d)(2)
Compulsory Leave: 19.9(c)
Court Appearances: Section 19.11(a)
Emergency Closings: Section 19.11(e)
Family and Medical Leave (under the Family and Medical Leave Act): Section 19.7
Florida Disaster Volunteer Leave: Section 19.11(d)(1)
Holidays: Section 19.6
Job Related Illness/Injury, Workers' Compensation: Section 19.9(b)
Jury Duty: Section 19.13(a)
Leave Pending Investigation: Section 19.11(c)
Leave without Pay: Section 19.12
Military Leave: Section 19.13(b)
Parental Leave: Section 19.8
Service Connected Disability Leave: Section 19.11(d)(4)
Sick Leave: Section 19.9(a)
Workers' Compensation, Job Related Illness/Injury: Section 19.9(b)

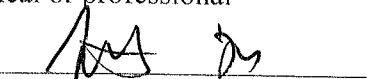
19.2 Requests for a Leave or Extension of Leave of One (1) Semester or More.

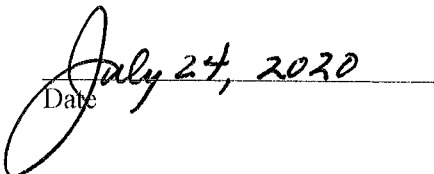
- (a) For a leave of one (1) semester or more, a faculty member will make a written request not less than one hundred twenty (120) days prior to the beginning of the proposed leave, if practicable.
- (b) For an extension of a leave of one (1) semester or more, a faculty member will make a written request not less than sixty (60) days before the end of the leave, if practicable.
- (c) The President or representative will approve or deny such request, in writing, not later than thirty (30) days after receipt of the request.
- (d) An absence without approved leave or extension of leave will subject the faculty member to the provisions of Article 18 (Job Abandonment).

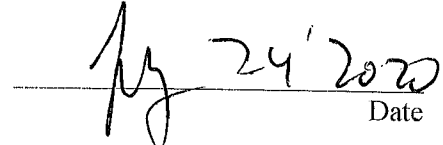
19.3 Return from Leave. A faculty member who returns from an approved leave of absence with or without pay will be returned to the same classification, unless the University and the faculty member agree in writing to other terms and conditions. The return from Family and Medical Leave (under the FMLA) will be in accordance with section 19.7.

19.4 Accrual during Leave with Pay. A faculty member will accrue normal leave credits while on compensated leave on full pay status or while participating in the sabbatical or professional


Chief Negotiator – UWF BOT


Chief Negotiator – UFF UWF


Date


Date

development programs. If a faculty member is on compensated leave in less than full pay status for other than sabbatical or professional development programs, the faculty member will accrue leave in proportion to the pay status.

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

19.6 Holidays.

(a) A faculty member will be entitled to observe all official holidays designated in accordance with UWF/REG. 2.028. No classes will be scheduled on holidays. Classes not held because of a holiday will not be rescheduled.

(b) Supervisors are encouraged shall not to require a faculty member to perform duties on holidays; however, a faculty member required to perform duties on holidays will have his or her schedule adjusted to provide equivalent time off, up to a maximum of eight (8) hours for each holiday worked.

(c) If a faculty member who has performed duties on a holiday terminates employment prior to being given time off, then he or she will be paid, upon termination, for the holiday hours worked within the previous twelve (12) month period.

19.7 Family and Medical Leave Act (FMLA) Entitlements.

(a) The Family and Medical Leave Act of 1993 (hereafter "FMLA") is the common name for the Federal law providing eligible faculty members (whether salaried or paid from Other Personal Services (OPS) funds) an entitlement of up to four hundred and eighty (480) hours of leave without pay for qualified family or medical reasons during a one (1)-year period. This Act entitles the faculty member to take leave without pay; where University policies permit, faculty may use accrued leave with pay during any qualifying family or medical leave. The failure to list, define, or specify any particular provision or portion of the FMLA in this Agreement will in no way constitute a waiver of any rights or benefits conferred to the University or the faculty member through the FMLA.

(b) The faculty member must make a request for FMLA leave in writing thirty (30) days in advance, where it is foreseeable, or as soon as practicable, if the condition is not foreseeable.


(c) Accounting for the Use of FMLA Leave in a Twelve (12)-Month Period.

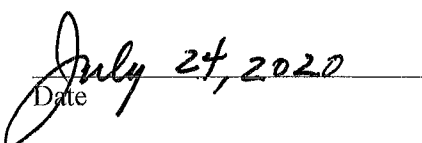
(1) For purposes of this section, the fiscal year (January 1–December 30) will be the designated twelve (12)-month period in which to count the use of up to four hundred and eighty (480) hours of FMLA leave.

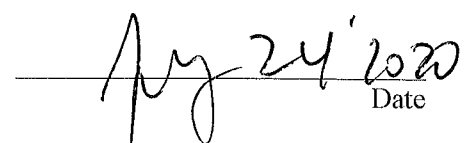
(2) An eligible faculty member's entitlement to FMLA leave for a birth or placement for adoption or foster care expires at the end of a twelve (12) month period beginning on the date of the birth or placement of the child.

(d) Use and Approval of FMLA Leave.


Chief Negotiator – UWF BOT


Chief Negotiator – UFF UWF


Date


Date

~~(1) The University will approve FMLA leave for an eligible faculty member as long as the reasons for absence qualify under the FMLA and the faculty member has not exhausted his or her four hundred and eighty (480) hours within the appropriate twelve (12) month period.~~

~~(2) The faculty member may request FMLA leave as accrued sick and/or annual leave, leave without pay, or a combination thereof.~~

~~(3) The University may require that the faculty member use accrued leave with pay prior to requesting leave without pay for four hundred and eighty (480) hours (12 work weeks) of FMLA leave. Requiring the use of paid leave will be applied consistently and may not be used merely to exhaust the faculty member's leave balance in order to prohibit the use of paid leave while on leave without pay as provided for in section 19.12(e).~~

~~(4b) Faculty members on approved FMLA leave may not be employed elsewhere without the prior written approval of the University. Employees who have prior approved outside activity(ies) on file may continue the outside activity(ies).~~

~~(e) Medical Certification:~~

~~(1) The University may require a faculty member to provide medical certification from a health care provider for FMLA leave when taken for the serious health condition of the faculty member or the faculty member's family member.~~

~~(2) Medical certification may be required to affirm the faculty member's ability to return to work and perform one (1) or more of the essential functions of the job within the meaning of the Americans with Disabilities Act (ADA) after being absent on FMLA leave.~~

~~(f) Return to Position. Upon return from FMLA leave, the faculty member will be returned to the same or equivalent position in the same class and work location, including an equivalent schedule, unless the University and the faculty member agree in writing to other conditions and terms under which such leave is to be granted.~~

~~(g) Continuation of Benefits. (c) The use of FMLA leave by eligible faculty members will neither enhance nor decrease any rights or benefits normally accrued to salaried employees during a leave with pay or any rights or benefits normally accrued during a leave without pay.~~

~~(h) (d) If any provision of section 19.7 (FMLA) of this agreement is inconsistent with or in contravention of the Family and Medical Leave Act of 1993, Public Law 103-3, or the Family and Medical Leave Act Regulations, 29 CFR Part 825, or any subsequently enacted legislation, then such provision will be superseded by the laws or regulations referenced above, except to the extent that the Collective Bargaining Agreement or any employee benefit program or plan provides greater family or medical leave rights to an eligible faculty member.~~

19.8 Parental Leave.

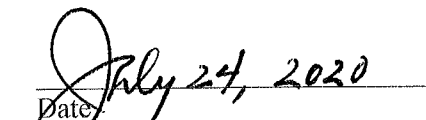
(a) A faculty member will be granted a parental leave not to exceed six (6) months when the faculty member becomes a biological parent or a child is placed in the faculty member's home pending adoption; foster care is not covered under parental leave, but is provided through the FMLA provisions in accordance with section 19.7.

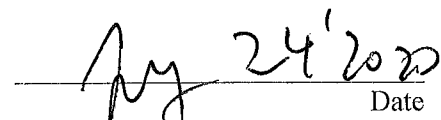
(b) If a faculty member plans to use a combination of accrued leave and leave without pay, such request will include the specific periods for each type of leave requested. ~~Use of accrued leave during an approved period of leave without pay will be in accordance with section 19.12.~~

(c) A salaried faculty member is entitled to a Parental Leave for up to six (6) months for a birth or adoption of the faculty member's child. If an eligible faculty member elects to take Parental Leave,


Chief Negotiator – UWF BOT


Chief Negotiator – UFF UWF


Date July 24, 2020


Date July 24, 2020

up to four hundred and eighty (480) hours of such leave ~~may~~ will be counted against that faculty member's FMLA entitlement.

(d) The period of Parental Leave will begin no more than two (2) weeks before the expected date of the child's arrival.

(1) The President or representative will acknowledge to the faculty member in writing the period of leave to be granted, that such leave counts against the faculty member's unused FMLA entitlements ~~in accordance with section 19.7 of this Agreement~~, and the date of return to employment.

(2) At the end of the approved parental leave and at the faculty member's request, the President or representative will grant part-time leave without pay for a period not to exceed one (1) year, unless the President or representative determines that granting such leave would be inconsistent with the best interests of the University.

(3) Any illness caused or contributed to by pregnancy will be treated as a temporary disability and the faculty member will be allowed to use accrued sick leave ~~credits~~ when such temporary disability is certified by a health care provider.

(e) Upon agreement between the faculty member and the University, intermittent FMLA leave or a reduced work schedule may be approved for the birth of the faculty member's child or placement of a child with the faculty member for adoption ~~in accordance with section 19.7~~. However, such intermittent leave will be counted against the faculty member's FMLA entitlement.

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

(a) Sick Leave.

(1) Accrual of Sick Leave.

a. A full-time in-unit faculty member will accrue sick leave at the rate of four (4) hours biweekly, or 8.667 hours per month, ~~or the number of hours that are directly proportionate to the number of days worked during less than a full pay period, based on eighty hours (80) of pay. When hours of the bi-weekly pay are less than eighty (80), the accrual will be pro-rated.~~ - In-unit faculty may accrue sick leave without limitation as to the total number of hours that may be accrued.

b. A part-time, in-unit faculty member will accrue sick leave at a rate directly proportionate to the percent of time employed.

c. A faculty member appointed under Other Personal Services (OPS) funding will not accrue sick leave.

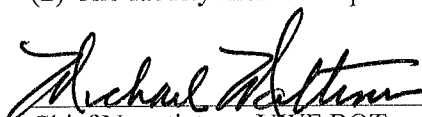
(2) Uses of Sick Leave.

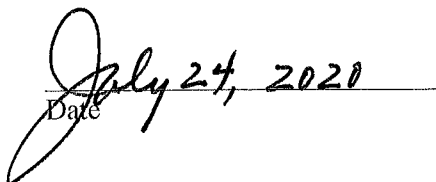
a. Sick leave will be accrued before being taken, ~~provided that a faculty member who participates in a sick leave pool will not be prohibited from using sick leave otherwise available to the faculty member through the sick leave pool.~~ In-unit faculty are eligible to participate in the Sick Leave Pool.

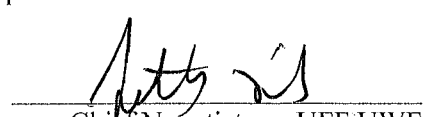
b. Sick leave will be authorized for the following:

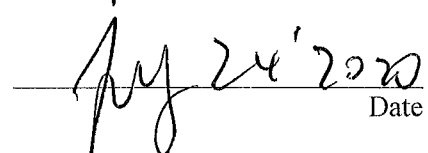
(1) The faculty member's personal illness or injury, or exposure to a contagious disease which would endanger others.

(2) The faculty member's personal appointments with a health care provider.


Chief Negotiator – UWF BOT


Date


Chief Negotiator – UFF UWF


Date

(3) The illness or injury of a member of the faculty member's immediate family, in consultation with the supervisor. Approval of requests for use of reasonable amounts of sick leave for caring for a member of the employee's immediate family will not be unreasonably withheld. "Immediate family" means the spouse and the grandparents, parents, brothers, sisters, children, and grandchildren of both the faculty member and the spouse, and dependents living in the household.

(4) The death of a member of the faculty member's immediate family (as defined in 19.9(a)(2)b.3, above), in consultation with the supervisor. Approval of requests for use of reasonable amounts of sick leave for the death of a member of the faculty member's family will not be unreasonably withheld.

c. A continuous period of sick leave commences with the first (1st) day of absence and includes all subsequent days until the faculty member returns to work. For this purpose, Saturdays, Sundays, and official holidays observed by the University will not be counted unless the faculty member is scheduled to perform services on such days. During any seven (7) day period, the maximum number of days of sick leave charged against any faculty member will be five (5).

d. A faculty member who requires the use of sick leave should notify the supervisor as soon as practicable.

e. A faculty member who becomes eligible for the use of sick leave while on approved annual leave will, upon notifying the supervisor, substitute the use of accrued sick leave to cover such circumstances.

(3) Certification. If a faculty member's request for absence or absence exceeds four (4) consecutive days, or if a pattern of absence is documented, the University may require the faculty member to furnish certification issued by an attending health care provider of the medical reasons necessitating the absence and/or the faculty member's ability to return to work. If the medical certification furnished by the faculty member is not acceptable, the faculty member may be required to submit to a medical examination by a health care provider who is not a University staff member, which will be paid for by the University. If the medical certification indicates that the faculty member is unable to perform assigned duties, the President or representative may place the faculty member on compulsory leave under the conditions set forth in section 19.9(c).

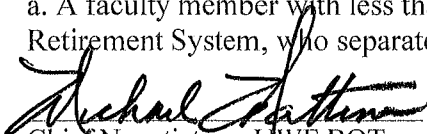
(4) A faculty member on approved sick leave may not be employed elsewhere.

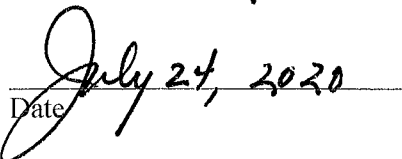
(5) If a faculty member with less than ten (10) years of University service, as counted by the Florida Retirement System, is laid off and re-employed by the University within one hundred (100) days, the University will restore the full balance of accrued sick leave will accompany re-employment.

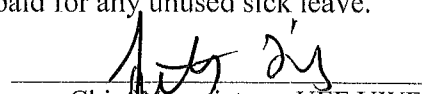
(6) The transfer of unused sick leave from a local government position to a University faculty position is not permitted unless a reciprocal agreement in writing between the Board and the previous s-employing entity is in effect. New faculty employees may transfer sick leave when transferring directly to UWF from one of the following governmental entities within Florida: State of Florida Agencies, State of Florida Universities (public, not private), Florida State Colleges, Florida Counties including Florida School Districts and Florida Cities. Acceptance of leave transfers is the decision of the UWF hiring department in accordance with the following maximums: no more than 80 hours of Sick Leave may be transferred. Transfer of leave must be agreed upon in writing by the hiring official and submitted to Human Resources for processing.

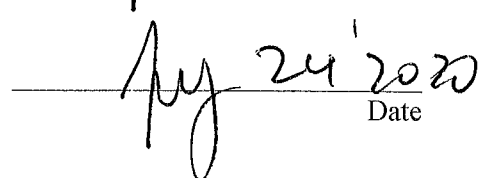
(7) Payment for Unused Sick Leave.

a. A faculty member with less than ten (10) years of University service, as counted by the Florida Retirement System, who separates from the University will not be paid for any unused sick leave.


Chief Negotiator – UWF BOT


Date


Chief Negotiator – UFF UWF


Date

b. A faculty member who began working at UWF after December 31, 2015 is not eligible for payment of unused sick leave.

c. A faculty member who has completed ten (10) or more years of University service, as counted by the Florida Retirement System, who began working at UWF prior to December 31, 2015, who has not been found guilty or has not admitted to being guilty of committing, aiding, or abetting any embezzlement, theft, or bribery in connection with State government, or has not been found guilty by a court of competent jurisdiction of having violated any State law against or prohibiting strikes by public employees, and separates from the University because of retirement for other than disability reasons, termination, or death, will be compensated at the faculty member's current regular hourly rate of pay for one-eighth (1/8) of all unused sick leave accrued prior to October 1, 1973, plus one-fourth (1/4) of all unused sick leave accrued on or after October 1, 1973; provided that one-fourth (1/4) of the unused sick leave since 1973 does not exceed four hundred and eighty (480) hours.

d. If a faculty member has received a lump sum payment for accrued sick leave, as in b., above, he or she may elect in writing, upon reemployment within one hundred (100) days, to restore his or her accrued sick leave. Restoration will be effective upon the repayment of the full lump sum leave payment.

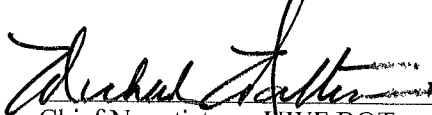
e. Upon layoff, a faculty member with ten (10) or more years of University service, as counted by the Florida Retirement System, and who began working at UWF prior to December 31, 2015, will be paid for unused sick leave as described in paragraph b., above. The faculty member may request in writing that unused sick leave be retained pending re-employment. For a faculty member who is re-employed by the University within twelve (12) calendar months following layoff, all unused sick leave will be restored to the faculty member, provided he or she requests such action in writing and repays the full amount of any lump sum leave payments received at the time of layoff. A faculty member who is not re-employed within twelve (12) calendar months following layoff will be paid for sick leave in accordance with section 110.122, Florida Statutes as long as he or she meets the other conditions set forth in this paragraph.

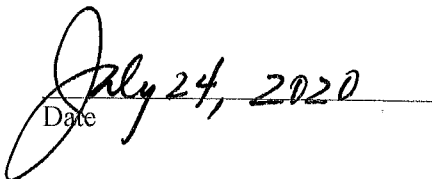
f. All payments for unused sick leave authorized by this agreement and section 110.122, Florida Statutes, will be made in lump sum and will not be used in determining the average final compensation of a faculty member in any State administered retirement system. A faculty member will not be carried on the payroll beyond the last official day of employment, except that a faculty member who is unable to perform duties because of a disability may be continued on the payroll until all sick leave is exhausted.

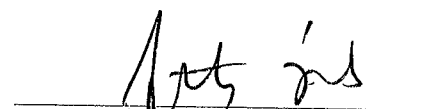
g. In the event of the death of a faculty member, payment for unused sick leave at the time of death will be made to an eligible faculty member's beneficiary, if a beneficiary has been named for the faculty member's retirement account; the faculty member's estate, if a beneficiary as not been named; or as required by law. To be eligible, the employee must have begun working at UWF prior to December 31, 2015 and meet the other conditions of paragraph (7).

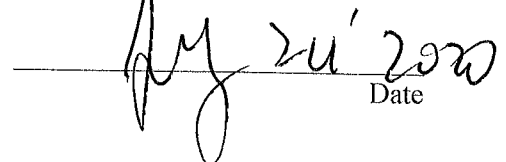
(b) Job-Related Illness/Injury.

(1) A faculty member who sustains a job-related illness/injury that is compensable under the Workers' Compensation Law will be carried in full pay status for a period of medically certified illness/injury not to exceed seven (7) days immediately following the illness/injury, or for a maximum of forty (40) work hours if taken intermittently, without being required to use accrued sick or annual leave.


Chief Negotiator – UWF BOT


Date


Chief Negotiator – UFF UWF


Date

(2) If, as a result of the job-related illness/injury, the faculty member is unable to resume work at the end of the period provided in paragraph (1), above:

- a. The faculty member may elect to use accrued leave in an amount necessary to receive salary payment that will increase the Workers' Compensation payments to the total salary being received prior to the occurrence of the illness/injury. In no case will the faculty member's salary and Workers' Compensation benefits exceed the amount of the faculty member's regular salary payments; or
- b. The faculty member will be placed on leave without pay and will receive normal Workers' Compensation benefits if

1. the faculty member has exhausted all accrued leave in accordance with paragraph (b)(2)a., above, or

2. the faculty member elects not to use accrued leave.

(3) This period of leave with or without pay will be in accordance with Chapter 440 (Workers' Compensation), Florida Statutes.

(4) If, at the end of the leave period, the faculty member is unable to return to work and perform assigned duties, the President or representative should advise the faculty member, as appropriate, of the Florida Retirement System's disability provisions and application process. The President or representative may, based upon a current medical certification by a health care provider prescribed in accordance with Chapter 440 (Workers' Compensation), Florida Statutes, and taking the University's needs into account:

- a. offer the faculty member part-time employment;
- b. place the faculty member in leave without pay status or extend such status;
- c. request the faculty member's resignation; or
- d. release the faculty member from employment, notwithstanding any other provisions of this Agreement.

(c) Compulsory Leave.

(1) Placing Faculty on Compulsory Leave.


- a. If a faculty member is unable to perform assigned duties due to illness/injury or may pose a health risk to the University community, the President or representative may require the faculty member to submit to a medical examination, the results of which will be released to the University, by a health care provider chosen and paid by the University, or by a health care provider chosen and paid by the faculty member, who is acceptable to the President or representative. Such health care provider will submit the appropriate medical certification(s) to the University.

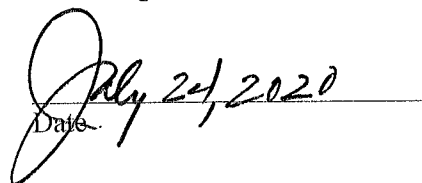
- b. If the University agrees to accept the faculty member's choice of a health care provider, the University may not then require another University-paid examination.

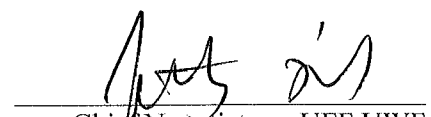
- c. If the medical examination confirms that the faculty member is unable to perform assigned duties, the President or representative will place the faculty member on compulsory leave.

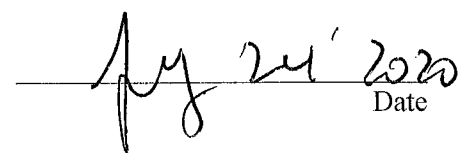
(2) Conditions of Compulsory Leave.

- a. Written notification to the faculty member placing him or her on compulsory leave will include the duration of the compulsory leave period and the conditions under which the faculty member may return to work. These conditions may include the requirement of the successful completion of, or participation in, a program of rehabilitation or treatment, and follow-up medical certification(s) by the health care provider, as appropriate.


Chief Negotiator - UWF BOT


Date: July 24, 2020


Chief Negotiator - UFF UWF


Date: July 24, 2020

b. The compulsory leave period may be leave with pay ~~or~~ leave without pay, or a combination of both. ~~If the compulsory leave combines the use of accrued leave with leave without pay, the use of such leave will be in accordance with section 19.12(e).~~

c. If the faculty member fulfills the terms and conditions of the compulsory leave and receives a current medical certification that the he or she is able to perform assigned duties, the President or representative will return the faculty member to his or her previous duties, if possible, or to equivalent duties.

d. During the course of the compulsory leave, the faculty member will authorize the physician to report to the President or representative and Human Resources to ensure that the conditions of the leave are being met and to review the conditions and terms of the leave outlined in the medical certification before the faculty member returns to full-time employment.

(3) Duration. Compulsory leave, with or without pay, will be for a period not to exceed the duration of the illness/injury or one (1) year, whichever is less.

(4) Failure to Complete Conditions of Compulsory Leave or Inability to Return to Work. If the faculty member fails to fulfill the terms and conditions of a compulsory leave and/or is unable to return to work and perform assigned duties at the end of a the leave period, the President or representative should advise the faculty member, as appropriate, of the Florida Retirement System's disability provisions and application process, and may, based upon the University's needs:

a. offer the faculty member part-time employment;

b. place the faculty member in leave without pay status ~~in accordance with section 19.12~~ or extend such status;

c. request the faculty member's resignation; or


d. release the faculty member from employment, notwithstanding any other provisions of this Agreement.

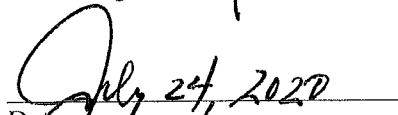
Twice MUM JF
19.10 Parental Leave Paid Program.

(1) ~~Once No more than three times~~ in the course of employment at the University, an employee may request and be granted a paid parental leave for the birth or adoption of a child; not to exceed one semester (for instructional faculty) or three months for non-instructional employees. No two members of the same family may request to participate in the parental leave paid program at the same time or for the same event (birth or adoption of a child).

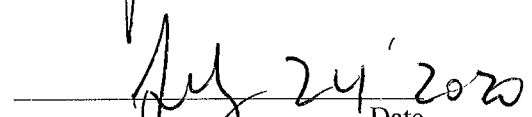
(2) Commitment to return. An employee must agree in writing to return to University employment for at least one academic year (calendar year for non-instructional faculty) following participation in the parental leave paid program or reimburse the University for the salary received during the leave period.

(3) Commitment to Reimburse. An employee who ~~makes use of~~ utilizes the parental leave paid program and who remains in University employment for at least one academic year (calendar year for non-instructional faculty) ~~immediately following participation in the parental leave program~~ shall have the total number of hours used during the parental leave paid program deducted from the employee's sick leave and/or annual leave upon separation from the University, ~~or upon transferring between an annual leave and non-annual leave accruing contract.~~ An employee who ~~makes use of~~ utilizes the parental leave paid program, but does not remain in University employment for at least one academic year (calendar year for non-instructional faculty) ~~immediately following participation in the parental leave program~~ or whom has an insufficient leave balances at the time of separation


Chief Negotiator – UWF BOT


Date July 24, 2020


Chief Negotiator – UFF UWF


Date July 24, 2020

from the University, may will be required to reimburse the University for the remaining liquidated equivalent of all salary paid while on the parental leave paid program.

19.11 Sick Leave Early Buy-Back Program

The University will provide employees who have a vested entitlement to a sick leave pay out upon separation pursuant to section 19.9 the option of a cash payment of available sick leave, once in their course of employment, to the maximum benefit allowed by the University's "Hours of Work and Benefits" policy (in effect on the date of execution of this contract). Employees who obtain the early payout will continue to accrue sick leave for their use if they are sick in accordance with the "Hours of Work and Benefits" policy, but will not be entitled to receive any payment for accrued sick leave upon separation from the University. The early sick leave payment will be calculated as follows: the number of hours cashed in accordance to the maximum available and allowed by the "Hours of Work and Benefits" (in effect on the date of execution of this contract) policy multiplied by .5 of the faculty members' hourly rate on the date of the payment.

19.12 Annual Leave

(a) Accrual of Annual Leave.

(1) Full-time faculty appointed for more than nine (9) months, except faculty on academic year appointments, will accrue annual leave at the rate of ~~6.769~~ seven (7) hours biweekly ~~or 14.667 hours per month~~ (or a number of hours that is directly proportionate to the number of days worked during less than a full pay period for full-time employees). The hours accrued will be credited at the conclusion of each pay period or, upon termination, at the effective date of termination. Faculty may accrue annual leave in excess of the year end maximum during a calendar year. Faculty with accrued annual leave in excess of the year end maximum as of December 31, will have any excess converted to post October 1, 1973 sick leave on an hour-for-hour basis on January 1 of each year.

(2) Part-time faculty appointed for more than nine (9) months, except faculty on academic year appointments, will accrue annual leave at a rate directly proportionate to the percent of time employed.

(3) Academic year faculty and faculty appointed for less than nine (9) months will not accrue annual leave.

(b) Use of Annual Leave.


(1) Annual leave will be accrued before being taken, except in those instances where the President or representative may authorize the advancing of annual leave.

(2) When leave has been advanced and employment is terminated prior to the faculty member accruing sufficient annual leave to credit against the leave that was advanced, the University will deduct from the faculty member's pay, the cost of any annual leave advanced under this provision.

(3) All requests for annual leave will be submitted by the faculty member to the supervisor as far in advance as possible and appropriate.

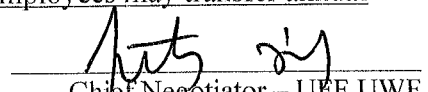
(4) Approval of the dates on which a faculty member wishes to take annual leave will be at the discretion of the supervisor and will be subject to the consideration of departmental/unit and organizational scheduling.

(5) ~~The transfer of unused annual leave from a local government position to an annual leave accruing position within the University is not permitted unless a reciprocal agreement in writing between the Board and the previous employing entity is in effect. New faculty employees may transfer annual~~


Chief Negotiator - UWF BOT

Date

July 24, 2020


Chief Negotiator - UFF UWF

Date

July 24, 2020

leave (vacation) when transferring directly to UWF from one of the following governmental entities within Florida: State of Florida Agencies, State of Florida Universities (public, not private), Florida State Colleges, Florida Counties including Florida School Districts and Florida Cities. Acceptance of leave transfers is the decision of the UWF hiring department in accordance with the following maximums: no more than 80 hours of Annual (Vacation) Leave may be transferred. Transfer of leave must be agreed upon in writing by the hiring official and submitted to Human Resources for processing.

(c) Payment for Unused Annual Leave Earned While An In-Unit Employee.

(1) A faculty member may receive a payout of unused annual leave for up to a total of 352 hours for his or her entire career, whether the hours were earned as an in-unit employee. The payout terms for unused annual leave earned as an out-of-unit employee are contained in the UWF Human Resources policies. The payout terms for unused annual leave earned as an in-unit employee are set forth in (2) below.

(2) A faculty member may seek payout for unused annual leave earned while an in-unit employee faculty member up to twice in his or her entire career at UWF. This may occur at the time of transition from an annual leave accruing in-unit contract to an academic contract, and/or at the time the faculty member terminates his or her employment with the University. Regardless of whether there is one payout or two, no more than a total of 352 hours of unused leave (whether earned in-unit or out-of-unit) may be paid out over the span of an individual's entire career.

(3) The amount of the payout will be at the rate the faculty member was earning as of his/her last day of work in the annual leave accruing in-unit contract.

(4) Upon layoff, a faculty member shall be paid for up to forty-four (44) days (352 hours) of unused annual leave in lump sum. For faculty who are re-employed by the University within twelve (12) calendar months following layoff, all unused annual leave will be restored to the faculty member, provided the faculty member requests such action in writing and repays the full amount of any lump sum leave payment received at the time of layoff.

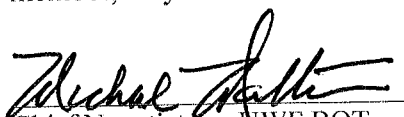
(5) In the event of the death of the faculty member, payment for all unused annual leave at the time of death, for the number of hours of unused annual leave that have not already been paid out, up to (352 hours), will be made to the faculty member's beneficiary, if a beneficiary has been named for the faculty member's retirement account, or the faculty member's estate, if a beneficiary has not been named, or as required by law.

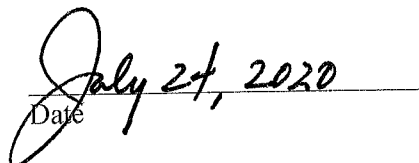
19.13 Administrative Leaves.

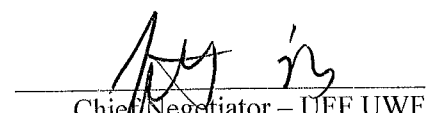
(a) Jury Duty and Court Appearances.

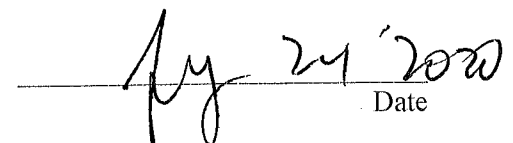
(1) A faculty member who is summoned as a member of a jury panel or subpoenaed as a witness in a matter not involving the faculty member's personal interests will be granted leave with pay and any jury or witness fees will be retained by the faculty member; leave granted hereunder will not affect a faculty member's annual or sick leave balance.

(2) An appearance as an expert witness for which a faculty member receives professional compensation falls under Article 21 (Conflict of Interest/Outside Activity) and the University's policies and rules relative to outside employment/conflict of interest. Such an appearance may necessitate the faculty member requesting annual leave or, if a non-annual leave accruing faculty member, may necessitate the faculty member seeking an adjustment of the work schedule.


Chief Negotiator – UWF BOT


Date


Chief Negotiator – UFF UWF


Date

(3) If a faculty member is required, as a direct result of his or her employment, to appear as an official witness to testify in the course of any action as defined in section 92.142(2), Florida Statutes, such duty will be considered a part of the faculty member's job assignment, and the faculty member will be paid per diem and travel expenses and will turn over to the University any fees received.

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

(b) Military Leave.

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

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

(3) Other Military Leave.

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

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

c. Applicable provisions of Federal and State law will govern the granting of military leave and the faculty member's re-employment rights.

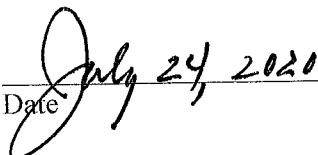
d. Use of accrued leave is authorized during a military leave without pay in accordance with section 19.12.

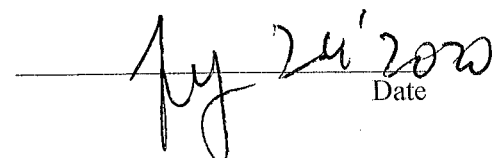
(c) Leave Pending Investigation. When the President or representative has reason to believe that the faculty member's presence on the job will adversely affect the operation of the University, the President or representative may immediately place the faculty member on leave pending investigation of the event(s) leading to that belief. The leave pending investigation will commence immediately upon the President or representative providing the faculty member with a written notice of the reasons therefor. The leave will be with pay, with no reduction of accrued leave.

(d) Other Leaves Provided not Affecting Accrued Leave Balances. A faculty member may be granted other leaves not affecting accrued leave balances which are provided as follows:


Chief Negotiator – UWF BOT


Chief Negotiator – UFF UWF


Date


Date

(1) Florida Disaster Volunteer Leave is provided by section 110.120, Florida Statutes, for a faculty member who is a certified disaster service volunteer of the American Red Cross. Leave of absence with pay for not more than fifteen (15) working days in the fiscal year may be provided upon request of the American Red Cross and the faculty member's supervisor's approval. Leave granted under this Act will be only for services related to a disaster occurring within the boundaries of the State of Florida.

(2) Civil disorder or disaster leave is provided for a faculty member who is a member of a volunteer fire department, police auxiliary or reserve, civil defense unit, or other law enforcement type organization to perform duties in time of civil disturbances, riots, and natural disasters, including a faculty member who is a member of the Civil Air Patrol or Coast Guard Auxiliary, and called upon to assist in emergency search and rescue missions. Such paid leave not affecting leave balances may be granted upon approval by the President or representative and will not exceed two (2) days on any one (1) occasion.

(3) Athletic competition leave is provided by section 110.118, Florida Statutes, for a faculty member who is a group leader, coach, official, or athlete who is a member of the official delegation of the United States team for athletic competition. Such paid leave not affecting leave balances will be granted for the purpose of preparing for and engaging in the competition for the period of the official training camp and competition, not to exceed thirty (30) days in a calendar year.

(4) Leave for re-examination or treatment with respect to service-connected disability is provided by section 110.119, Florida Statutes, for a faculty member who has such rating by the United States Department of Veterans Affairs and has been scheduled to be reexamined or treated for the disability. Upon presentation of written confirmation of having been so scheduled, such leave not affecting the faculty member's leave balances will be approved and will not exceed six (6) calendar days in any calendar year.

(e) Official Emergency Closings. The President or President's representative may close the University, or portions of the University, in the event an Executive Order declaring an emergency has been issued. When natural disasters or other sudden and unplanned emergency conditions occur which are not covered by an Executive Order, the President or representative will determine whether the University, or any portion thereof, is affected by the emergency and is to be closed. Such closings will be only for the period it takes to restore normal working conditions. Leave resulting from such an emergency closing will not reduce faculty members' leave balances.

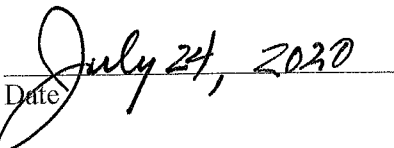
(f) Administrative Leave. If deemed to be in the best interest of the University, a faculty member may be placed on administrative leave with or without pay.

19.14 Leave without Pay.

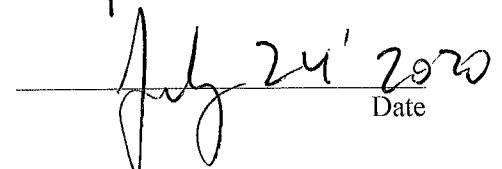
(a) Granting. Upon request of a faculty member, the President or representative will grant a leave without pay for a period not to exceed one (1) year unless the President or representative determines that granting such leave would be inconsistent with the best interests of the University. Such leave may be extended upon mutual agreement.

(b) Salary Adjustment. The salary of a faculty member returning from uncompensated leave will be adjusted to reflect all non-discretionary increases distributed during the period of leave. While on such leave, a faculty member will be eligible to participate in any special salary incentive programs such as the Teaching Incentive Program.


Chief Negotiator - UWF BOT


Date


Chief Negotiator - UFF UWF


Date

July 24, 2020

(c) Retirement Credit. Retirement credit for such periods of leave without pay will be governed by the rules and regulations of the Division of Retirement and the provisions of Chapter 121, Florida Statutes.

(d) Accrual of Leave/Holiday Pay. While on leave without pay, the faculty member will retain accumulated sick leave and annual leave, but will not accrue sick leave or annual leave nor be entitled to holiday pay.

(e) Use of Accrued Leave during an Approved Period of Leave without Pay


(1) Use of accrued leave with pay is authorized during a leave of absence without pay for parental, foster care, medical, or military reasons. Such use of leave with pay is provided under the following conditions:

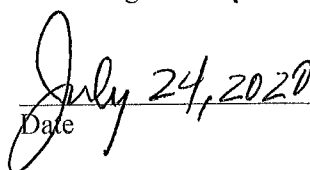
a. Notwithstanding the provisions of section 19.9(a)(2) regarding the use of sick leave, a faculty member may use any type of accrued leave in an amount necessary to cover the faculty member's contribution to the State insurance program and other expenses incurred by the faculty member during an approved period of leave without pay for parental, foster care, medical, or military reasons.

b. Normally the use of accrued leave during a period of leave without pay for medical reasons will be approved for up to six (6) months, but may be approved for up to one (1) year for the serious health condition of the faculty member or a member of the faculty member's immediate family.

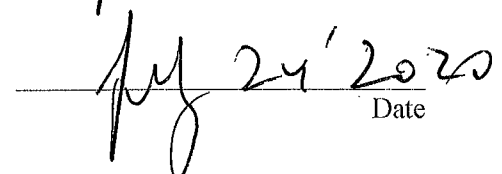
c. The employer contribution to the State insurance program will continue for the corresponding payroll periods.

(2) A faculty member's request for the use of accrued leave during a period of leave without pay will be made at the time of the faculty member's request for the leave without pay. Such request will include the amount of accrued leave the faculty member wishes to use during the approved period of leave without pay. If circumstances arise during the approved leave which cause the faculty member to reconsider the combination of leave with and without pay, the faculty member may request approval of revisions to the original approval. Such revisions will only apply prospectively to the leave remaining.


Chief Negotiator - UWF BOT


Date


Chief Negotiator - UFF UWF


Date

ARTICLE 22 GRIEVANCE PROCEDURE AND ARBITRATION

22.1 Policy/Informal Resolution. The purpose of this Article is to promote a prompt and efficient procedure for the investigation and resolution of grievances. The procedures hereinafter set forth will be the sole and exclusive method for resolving the grievances of faculty as defined herein.

The University of West Florida and the UFF recognize the benefits of having grievances resolved in a way that ensures a timely and equitable outcome based on good faith efforts on the part of both parties. The notion of a timely resolution implies that at the first and every level of the process, both parties establish resolution of the grievance as the highest priority. The notion of an equitable outcome implies that both parties commit to a sustained and in-depth analysis of the dispute and associated evidence and documentation. Both parties acknowledge the benefits of having early and equitable resolution of disputed issues.

22.2 Resort to Other Procedures.

- (a) It is the intent of the parties to provide in this Article an opportunity for the resolution of a dispute through the grievance procedure and arbitration process.
- (b) Except as noted below, if prior to seeking resolution of a dispute by filing a grievance according to this Article or while the grievance proceeding is in progress, a faculty member requests, in writing, resolution of the matter in another forum, whether administrative or judicial, the University will have no obligation to entertain or proceed further with the matter pursuant to this grievance procedure.
- (c) As an exception to this provision, a grievant may file an EEOC charge while the grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. 52000 et seq.
- (d) Further, since the parties do not intend that this grievance procedure be a device for appellate review, the President's response to a recommendation of a hearing officer or other individual or group having appropriate jurisdiction in any other procedure will not be an act or omission giving rise to a grievance under this procedure.

22.3 Representation.

- (a) The UFF will have the exclusive right to represent any faculty member in a grievance filed under this Agreement, unless the faculty member elects self-representation or to be represented by legal counsel.
- (b) If a faculty member elects not to be represented by the UFF, the University shall promptly inform the UFF Vice President of Grievances in writing within 7 calendar days of the grievance filing date.

Michael Blattnere
July 17, 2020

July 21
July 17, 2020

- (c) No resolution of any individually processed grievance will be inconsistent with the terms of this Agreement and for this purpose the UFF will have the right to have an observer present at all meetings called for the purpose of discussing such grievance and shall be sent copies of all decisions at the same time as they are sent to the other parties.

22.4 Definitions and Forms. As used herein:

- (a) The term "grievance" shall mean a dispute filed on a form referenced in section 22.4(d) concerning the interpretation or application of a specific term or provision of this Agreement, subject to those exclusions appearing in other Articles of the Agreement.
- (b) The term "grievant" shall mean the UFF, a faculty member, or a group of faculty members when a grievance has been filed in a dispute over a provision of this Agreement. A grievance filed by the UFF which alleges a violation of its rights by the University will be initiated at Step 2.
- (c) The parties may agree in writing to consolidate grievances of a similar nature to expedite the review process. In a consolidated grievance, one Appendix "C," "D," or "E," as appropriate, may be attached, bearing the signatures of the grievants.
- (d) Grievance Forms. Each grievance, request for review, and notice of arbitration must be submitted in writing on the appropriate form attached to this Agreement as Appendices "C," "D," or "E," as appropriate, and will be signed by the grievant. The aforementioned grievance forms, as well as Appendix, "H," may be filed by means of personal delivery, fax, United States mail, or any other recognized means of delivery including electronic mail as long as receipt is in a verifiable format.

22.5 Grievance Procedure.

- (a) This grievance procedure will be the sole formal review mechanism for resolving disputes regarding rights or benefits which are provided exclusively by this Agreement.
- (b) Filing Grievance Forms.
 - (1) A grievance will be filed with the Office of the Provost at Step 1, or in the case of a grievance initiated at Step 2, with the designated representative in the office of the President.
 - (3) The grievant may amend the Appendix "C" form one time, either prior to the Step 1 meeting for all grievances filed at Step 1, or prior to the Step 2 review for all grievances filed directly at Step 2.
 - (4) Only those acts or omissions and sections of the Agreement identified at the initial filing, or the initial filing as amended, may be considered at subsequent steps.
- (c) Time Limits.

Michael Zlatonne
July 17, 2020

Jeff M
July 17, 2020

- (2) Upon the grievant's written request, additional extensions should be granted, unless to do so would impede resolution of the grievance.
- (3) Upon request, the Provost or designee may, during the postponement period(s), arrange an informal meeting between the appropriate administrator and the grievant. If the grievance is initially filed at Step 2, the President or representative will meet informally with the UFF, if the UFF so requests, during the postponement period.
- (4) The grievant shall have the right to representation by the UFF during attempts at the informal resolution of the grievance.
- (5) The grievant may, at any time, terminate the postponement period by giving written notice to the Provost or representative (if initially filed at Step 1) or the President or representative (if the grievance is initially filed at Step 2) that the grievant wishes to proceed with the Step 1 meeting (or Step 2 meeting for grievances initially filed at Step 2).
- (6) If the grievance is resolved informally during the postponement period or any extensions thereof, the grievance is deemed to be immediately resolved.
- (7) In the case of a grievance filed pursuant to the Expedited Grievance Procedure referenced in section 22.15, the postponement period will be no more than seven (7) days unless the faculty member and the University agree in writing otherwise.

(e) Step 1.

(1) Meeting.

- a. The Provost or representative and the grievant and the grievant's representative will meet no later than thirty (30) calendar days following (a) receipt of the grievance if no postponement is requested, (b) receipt of written notice that the grievant wishes to proceed with the Step 1 meeting, if a postponement was requested, or (c) expiration of the postponement period or any extensions thereof without withdrawal of the grievance.
- b. In advance of the Step 1 meeting, the grievant will have the right, upon written request, to a copy of any identifiable documents relevant to the grievance.
- c. At the Step 1 meeting, the grievant will 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 22.3) and the Provost or representative shall discuss the grievance and attempt to find an equitable resolution.

(2) Decision.

- a. The Provost or representative shall issue a written decision, stating the reasons for the decision, within thirty (30) calendar days following the

Michael Wattinne
July 17, 2020

Jeffrey M.
July 17, 2020

- (1) The grievance will be filed within thirty (30) days following the act or omission complained of, or the date on which the grievant knew or reasonably should have known of such act or omission, if that date is later.
- (2) Thirty (30) days will be determined by a date stamp affixed by the office receiving the grievance, if hand delivered; or by the date recorded or by verifiable electronic receipt; or by the postmark, if the is mailed. office receiving the grievance will send a copy of the date stamped document to the grievant or the grievant's representative within three (3) calendar days.
- (3) If there is difficulty in meeting the time limit, the UFF representative may sign the grievance form for the grievant; however, the grievant's signature will be provided prior to the Step I meeting or Step 2 review if filed directly at Step 2. For UFF grievances filed by the Vice President of Grievances on behalf of UFF, no faculty signatures will be required.
- (4) A faculty member may seek redress of alleged salary discrimination by filing a grievance under the provisions of this Article. An act or omission giving rise to such a grievance may be the faculty member's receipt of his or her pay or pay notification for the first full pay period in which the salary increases referenced in Article 25 (Salaries) are reflected.
- (5) Time limits contained in this Article may only be extended by mutual agreement, in writing, of the University and the grievant.
- (6) Time periods between semesters, when regular classes are not scheduled to be held, will not be counted toward time limits for the initial filing of a grievance or for grievance processing. The suspense period will begin at the end of the last day of the final exam period and will end on the first day of regularly scheduled classes. The parties may, by mutual written agreement, continue processing a previously filed grievance during a suspense period.
- (7) Upon the failure of the University to provide a decision or conduct a hearing within the time limits provided in this Article, the grievant or the UFF, where appropriate, may appeal to the next step. The University will not be considered delinquent in complying with the thirty-day time limit so long as at least two dates and times in normal business hours have been offered by the university for the meeting/hearing during the thirty-day period.
- (8) Upon the failure of the grievant or the UFF to file an appeal within the time limits provided in this Article, the grievance will be deemed to have been resolved by the decision at the prior step.

(d) Postponement Seeking Informal Resolution.

- (1) The grievant may, in the written grievance at the initial filing (Step I or Step 2), request the postponement of any action in processing the grievance formally for a period of up to thirty (30) calendar days. The initial request will be granted. During this period efforts to resolve the grievance informally will be made.

Michael Matten

July 17, 2020

WJ AS

3

July 17, 2020

grievant's representative will meet for the purpose of reviewing the matter no later than thirty (30) calendar days following receipt of the request for review.

(3) Decision.

- a. The President or representative will issue a written decision, stating the reasons for the decision, to the grievant, if self-represented, or to grievant's Step 2 representative and to the UFF (if the grievant is not represented by the UFF) within thirty (30) calendar days following the conclusion of the review meeting.
- b. Thirty (30) calendar days will be determined by a date stamp affixed by the office receiving the decision, if the decision is hand delivered, or by the postmark, if the decision is delivered by certified mail

(g) Step 3. Arbitration

(1) Filing. If the grievance 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.

- a. Notice of intent to proceed to arbitration will be filed with the President or representative within thirty (30) calendar days after receipt of the Step 2 decision and will be signed by the grievant and the State UFF President or the UFF Director of Arbitrations.
- b. Thirty (30) calendar days will be determined by a date stamp affixed by the office receiving the notice, if the notice is hand delivered; or by the postmark or by verifiable electronic receipt, if the notice delivered by certified mail.
- c. The office receiving the notice will send a copy of the date stamped document to the grievant, if self-represented, or to the grievant's Step 2 representative within three (3) calendar days.
- d. A thirty (30) calendar day extension for filing a notice of intent to proceed to arbitration may be granted by mutual written agreement between the parties.
- e. The parties will arbitrate only the issues submitted on the initial grievance form, including any amendment made pursuant to section 22.55(b)(2).

(2) Selection of Arbitrator.

- a. Representatives of the University and the UFF will meet within sixty (60) calendar days after the execution of this Agreement in order to select an Arbitration Panel of up to nine (9) members.
- b. Within fourteen (14) calendar days after the filing of a notice of intent to proceed to arbitration, representatives of the University and the UFF will meet to select an arbitrator from the Panel.
- c. The parties may, by mutual written agreement, select as an arbitrator an individual who is not a member of the Arbitration Panel.

Michael Battinore
July 17, 2020

John
July 17, 2020

- conclusion of the final meeting. The Provost will distribute the written decision to the grievant, the grievant's representative, and all parties required to take action as a result of the decision.
- b. Thirty (30) calendar days will be determined by a date stamp affixed by the office receiving the written decision, if the decision is hand delivered, or the postmark, if the decision is delivered by certified mail or verifiable electronic receipt.
 - c. All documents referred to in the decision and any additional documents presented by the grievant will be attached to the decision, together with a list of these documents.
 - d. A copy of the decision will be sent by certified mail to the UFF if the grievant elected self-representation or representation by legal counsel.
- (f) Step 2. Step 2 involves a review of Step 1 decisions, as well as those disputes that have been filed directly with the President by the UFF.
- (1) Initial Meeting for Grievances Initially Filed at Step 2.
 - a. The President or representative and the UFF will meet no later than thirty (30) calendar days following (a) receipt of if no postponement is requested, (b) receipt of written notice that the UFF wishes to proceed with the Step 2 meeting, if a postponement was requested, or (c) expiration of the postponement period or any extensions thereof without withdrawal of the grievance.
 - b. In advance of the Step 2 meeting, the UFF will have the right, on written request, to a copy of any identifiable documents relevant to the grievance.
 - c. At the Step 2 meeting, the UFF will have the right to present any evidence in support of the grievance, and the UFF and the President or representative will discuss the grievance and attempt to find an equitable resolution.
 - (2) Review of Step 1 Decision, for Grievances Initially Filed at Step 1.
 - a. If the grievance is not satisfactorily resolved at Step 1 the grievant may file a written request for review with the President within thirty (30) calendar days following receipt of the Step 1 decision by the grievant, if self-represented, or by the grievant's representative.
 - b. Thirty (30) calendar days will be determined by a date stamp affixed by the office receiving the request for review, if the request is hand delivered or by the postmark, if the request is mailed or by verifiable electronic receipt. The office receiving the request for review will send a copy of the date stamped document to the grievant's representative by certified mail within three (3) calendar days.
 - c. The President or representative, who is not the direct supervisor of the Step 1 representative, and the grievant, if self-represented, or the

Michael Alattine
July 17, 2020

July 17, 2020

- c. Where an administrator has made a judgment involving the exercise of discretion, such as decisions regarding tenure or promotion, the arbitrator will not substitute the arbitrator's judgment for that of the administrator, nor will the arbitrator review such decision except for the purpose of determining whether the decision has violated this Agreement.
- d. The arbitrator will not render any decision which would require or result in an action in violation of public statutes.
- e. If the arbitrator determines that the Agreement has been violated by either party, the arbitrator will direct that party to take appropriate remedial action.
- f. An arbitrator may award back salary where the arbitrator determines that the faculty member is not receiving the appropriate salary from the University, but the arbitrator may not award other monetary damages or penalties.
- g. The arbitrator may make no award which provides the faculty member compensation greater than would have resulted had there been no violation.
- h. If the University's notice that further employment will not be offered to a faculty member is not given on time, the arbitrator may direct the University to renew the appointment only upon a finding that no other remedy is adequate, and that the notice was given so late that (a) the faculty member was deprived of a reasonable opportunity to seek other employment, or (b) the faculty member actually rejected an offer of comparable employment which the individual otherwise would have accepted.
- i. An arbitrator's decision awarding employment beyond the sixth (6th) year will not entitle the faculty member to tenure. In such cases, the faculty member will serve during the seventh (7th) year without further right to notice that he or she will not be offered employment thereafter. If a faculty member is reappointed at the direction of an arbitrator, the President or representative may reassign the individual during such reappointment.
- j. If an arbitrator determines that the faculty member was not provided an "equitable opportunity" in relation to other faculty members in the same unit/department to meet the required criteria for promotion, tenure, and merit salary increases, as described in section 10.3 of this Agreement, the arbitrator may award additional employment requiring the University to provide the "equitable opportunity" as described in section 10.3 of this Agreement. The arbitrator also may retain jurisdiction for purposes of determining whether the ensuing assignment provides such "equitable opportunity."

(5) Hearing and Decision.

Michael Mattioli

July 17, 2020

July 17, 2020 8

- d. Selection from the Arbitration Panel will be by mutual written agreement or by alternately striking names from the Arbitration Panel list until one (1) name remains.
- e. The right of the first choice to strike from the list will be determined by the flip of a coin with the first grievance to proceed to arbitration each calendar year, and then will alternate between the UFF and UWF.
- f. If the parties are unable to agree to a Panel of arbitrators, the selection and assignment of an arbitrator will proceed under the normal rules of the American Arbitration Association ("AAA").
- g. If the parties are unable to agree upon which of the nominees, from a panel provided by the AAA, will serve as arbitrator, then the arbitrator will be chosen by each party alternately striking names and the name remaining will be the arbitrator. Section (2) e above will be used in this regard.

(3) Jurisdiction.

- a. In any arbitration proceeding wherein a question concerning the arbitrator's jurisdiction over the grievance is raised, the decision of the jurisdictional issue will be separated from the substantive issue(s).
- b. The question of jurisdiction shall be determined by the means of a hearing conducted before an arbitrator by a conference call within 15 calendar days. Extensions may be mutually agreed upon in writing by UFF and UWF.
- c. The arbitrator will rule upon the jurisdictional issues within ten (10) days of the hearing.
- d. If the issue is judged to be arbitral, an arbitrator will be selected to hear the substantive issue(s) in accordance with the provisions of section 22.5g.
- e. The parties may by mutual agreement choose the same arbitrator to rule on the question of arbitrability and on the substantive issues.

(4) Authority of the Arbitrator.

- a. The arbitrator will have no authority to add to, subtract from, alter, change, or modify any of the provisions of this Agreement. Arbitration will be confined solely to the application and/or interpretation of this Agreement and the precise issue(s) submitted for arbitration.
- b. The arbitrator's decision will address itself solely to the issue or issues presented and will not impose upon either party any restriction or obligation pertaining to any matter raised in the dispute outside of the submitted issue or issues.

Michael Mattiue
July 17, 2020

Jeff M
July 17, 2020

- a. The arbitrator will conduct a hearing in the city in which the grievant is employed, unless otherwise agreed to in writing by the parties.
 - b. The hearing will begin within thirty (30) calendar days of the arbitrator's acceptance of selection or as soon as practicable thereafter.
 - c. Except as modified by the provisions of this Agreement, arbitration proceedings will be conducted in accordance with the rules and procedures of the American Arbitration Association.
 - d. The arbitrator will be requested to issue a formal decision within thirty (30) calendar days after the conclusion of the testimony, argument, or submission of briefs, whichever is latest.
 - e. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted.
- (6) Effect of Decision. The decision of the arbitrator will be final, conclusive, and binding on all parties to this Agreement, provided that any party can 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 Chapter 682, Florida Statutes.
- (7) Venue. For purposes of venue in any judicial review of an arbitrator's decision issued under this Agreement, the University and the UFF agree that such an appeal will be filed in the courts in Escambia County, Florida, unless both parties specifically agree in writing otherwise in a particular instance.
- (8) Fees and Expenses.
- a. All fees and expenses of the arbitrator will be shared equally by the University and the UFF. Each party will bear the cost of preparing and presenting its own case.
 - b. The party desiring a transcript of the arbitration proceedings will provide written notice to the other party of its intention to have a transcript of the arbitration made at least one (1) week prior to the date of the arbitration.
 - c. The party desiring such transcript will be responsible for scheduling a stenotype reporter to record the proceedings.
 - d. The party desiring a transcript will be responsible for the fee for the reporter and the cost of obtaining an original transcript.
- (9) Retroactivity. An arbitrator's award may or may not be retroactive as the equities of each case may demand, but in no case will an award be retroactive to a date earlier than thirty (30) days prior to the date the grievance was initially filed in accordance with this Article.
- (10) The UFF may withdraw a grievance at any step of the grievance procedure by filing written notice with the President or representative.

Michael Walton
July 17, 2020

Pat AS
July 17, 2020⁹

Burden of Proof. In all grievances except grievances involving disciplinary action brought pursuant to Article 17 (Disciplinary Action) the burden of proof will be on the faculty member. In disciplinary grievances, the burden of proof will be on the University.

22.6 Grievance Representatives.

- (a) The UFF will furnish to the University a list of all persons authorized to act as grievance representatives by the second (2nd) full week of September each calendar year and will update the list as needed. The UWF will furnish to the UFF a list of all persons authorized to act as grievance representatives for the purposes of resolving grievances in accordance with this grievance procedure by second (2nd) full week of September each calendar year and will update the list as needed.
- (b) The UFF and UWF grievance representatives will have the responsibility to meet all classes, office hours, and other duties and responsibilities incidental to the assigned workload.
- (c) UFF and UWF representatives shall have the right during times outside of normally scheduled hours scheduled for those activities listed above in section 22.7(b) to investigate, consult, and prepare grievance presentations and attend grievance hearings and meetings.
- (d) Should any hearings or meetings with the Provost or President necessitate rescheduling of assigned duties, the grievant's 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.

22.8 Appearances.

- (a) When a faculty member participates during normal working hours in an arbitration proceeding or in a grievance meeting between the grievant and the University, the faculty member's compensation shall not be reduced for time spent in those activities.
- (b) Prior to participation in any such proceedings, conferences, or meetings, the faculty member will make arrangements for the performance of the faculty member's duties. Approval of such arrangements will not be unreasonably withheld.
- (c) Time spent in such activities outside regular working hours will not be counted as time worked.

22.9 Filings and Notification.

- (a) With the exception of Step 1 and Step 2 ll documents required or permitted to be issued or filed pursuant to this Article may be transmitted by personal delivery, fax, United

Michael Hatten
July 17, 2020

Pat H
Aug 17, 2020

States mail or any other recognized officially accepted delivery service including verifiable electronic mail.

- (b) Step 1 and Step 2 decisions will be transmitted to the grievant (if self-represented) or the grievant's representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested.
- (c) In the event that any action falls due on a Saturday, Sunday, or holiday (as referred to in section 19.6 of this Agreement), the act will be considered timely if it is accomplished by 5:00 pm on the following business day.

22.10 Processing.

- (a) The filing or pendency of any grievance or arbitration proceedings 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 shall be made to conclude the processing of a grievance prior to the expiration of the grievant's employment, whether by termination or failure to reappoint. A faculty member with a pending grievance will not continue to be compensated beyond the last date of employment.
- (c) The President or representative may refuse consideration of a grievance not filed or processed in accordance with this Article.

22.11 Reprisal. No reprisal of any kind will be made by the University or the UFF against any grievant, any witness, UFF representative, or other participant in the grievance process/procedure for reason of such participation.

22.12 Implementation. Upon resolution of the grievance, the parties shall implement the remedy within fourteen (14) days, unless otherwise provided by the award of the arbitrator or by mutual agreement of the parties.

22.13 Records. All written materials pertinent to a grievance will be filed separately from the faculty member's evaluation file and those of witnesses, except decisions resulting from arbitration or settlement.

22.14 Inactive Grievances. A grievance which has been filed at Step 2 or Step 3 and on which no action has been taken by the grievant or the UFF for ninety (90) days will be deemed withdrawn and resolved in accordance with the decision issued at the prior Step.

22.15 Expedited Grievance Procedure for Conflict of Interest (Section 21.5).

Michael J. Lattin
July 17, 2020

Jeffrey M. [unclear]
July 17, 2020 ¹¹

- (a) A grievance alleging a violation of Conflict of Interest (Article 21) will be heard at Step by the Provost or representative no more than seven (7) days after it has been filed.
- (b) The Provost or representative will issue a Step I decision no more than seven (7) days after the Step I meeting.
- (c) A request for review of the Step I decision will be filed using Appendix 'D' no more than seven (7) days following the receipt of the Step I decision.
- (d) The Step 2 meeting will be held no more than seven (7) days after the receipt of Appendix "D," and the Step 2 decision will be issued no more than seven (7) days after the meeting.
- (e) A request for arbitration using Appendix "E" will be filed within fourteen (14) days after the receipt of the Step 2 decision.
- (f) An arbitrator will be selected by the parties no more than fourteen (14) days following the receipt of Appendix "E."
- (g) The arbitrator will issue a memorandum of decision within seven (7) days following the conclusion of the arbitration, to be followed by a written opinion and award in accordance with section 22.5(g)(4).
- (h) The University and the UFF will establish a panel of three (3) experienced arbitrators to hear a grievance filed in accordance with the section.

All other provisions of Article 22 will apply to these grievances, except as noted above.

22.16 Non-binding mediation

- (a) At any point during the grievance process, the parties may elect, by mutual written agreement, to participate in nonbinding mediation concerning the grievance. The parties may utilize the Federal Mediation and Conciliation Services (hereafter "FMCS"), but it is not required. If the parties choose to participate in nonbinding mediation through a mutual written agreement, then the grievance timelines contained herein shall be suspended, pending the outcome of mediation, from the date of the signed written agreement of the parties to pursue non-binding mediation. Should mediation successfully resolve the grievance, where confirmed by both parties in writing, the grievance shall be deemed closed. Should mediation not successfully resolve the grievance, which shall be documented in writing by both parties, the suspension of the timeline of the grievance shall be lifted and the grievance process shall proceed as detailed herein.

Michael Matten
July 17, 2020

Michael Lattin
July 17, 2020

Jeff M
July 17, 2020

ARTICLE 24
SABBATICALS AND PROFESSIONAL DEVELOPMENT LEAVES

24.1 Sabbaticals.

(a) Policy. A sabbatical for professional development will be made available to faculty who meet the requirements set forth below. Such sabbatical is granted to increase a faculty member's value to the University through enhanced opportunities for professional renewal, planned travel, study, formal education, research, writing, or other experience of professional value, not as a reward for service.

(b) Types of Sabbaticals.

(1) Each year, the University will make available at least one (1) sabbatical at full pay for one (1) semester for each forty (40) eligible faculty members, subject to the conditions set forth below. The University may provide a sabbatical that is equivalent to the one (1) semester, full pay sabbatical at the request of the faculty member.

(2) The University will make available to each eligible faculty member whose application has been reviewed by the University a sabbatical for two (2) semesters (i.e., one (1) academic year) at half pay, subject to the conditions set forth below.

(3) Each year, the University will make available at least one (1) sabbatical at two-thirds (2/3) pay for two (2) semesters (i.e., one (1) academic year) for each forty (40) eligible faculty members, subject to the conditions set forth below.

(c) Eligibility for a Sabbatical. Full-time tenured faculty members with at least six (6) years of full-time service to the University will be eligible for a sabbatical. A faculty member who is compensated through a contract or grant may receive a sabbatical only if the contract or grant allows a sabbatical and the faculty member meets all other eligibility requirements.

(d) Application and Selection.

(1) Applications for sabbaticals will be submitted in accordance with University procedures established through the consultation process (Article 2).

(2) Each application will include a statement describing the program and activities to be followed while on sabbatical, the expected increase in value of the faculty member to the University and the faculty member's academic discipline, specific results anticipated from the leave, any anticipated supplementary income, and a statement that the applicant agrees to comply with the conditions of the sabbatical program, as described in 24.1 (e).

(3) A sabbatical at half pay will be granted unless the University has determined that the conditions set forth in this section have not been met or that departmental/unit staffing considerations preclude such sabbatical from being granted. In this latter instance, the faculty member will be provided the sabbatical the following year, or at a later time as agreed to by the faculty member and the University. The period of postponement will be credited for eligibility toward a subsequent sabbatical.

Michael Mattianno
October 12, 2020

John D.
Oct, 12, 2020

October 12, 2020

(4) If there are more applicants for one (1) semester sabbaticals at full pay or two (2) semester sabbaticals at two-thirds (2/3) pay than available sabbaticals, a committee will rank the applicants. The committee will be elected by and from the faculty members eligible for sabbatical leave as specified in section 24.1(c). The committee chairperson will be selected by the President or representative.

(5) The committee, in ranking the applicants, will consider the benefits of the proposed program to the faculty member, the University, and the profession; an equitable distribution of sabbaticals among colleges, divisions, departments, and disciplines within the University; the length of time since the faculty member was relieved of teaching duties for the purpose of research and other scholarly activities; and length of service since previous sabbatical or initial appointment.

(6) The committee will submit a ranked list of recommended faculty members to the President or representative. The President or representative will make appointments from the list and consult with the committee prior to an appointment that does not follow the committee's ranking.

(7) No more than one (1) faculty member in a department/unit need be awarded a sabbatical at the same time.

(8) If departmental/unit staffing needs preclude a one (1) semester sabbatical or two (2) semester sabbaticals at two-thirds (2/3) pay from being granted, the faculty member will be provided the sabbatical the following year, or at a later time as agreed to by the faculty member and the University. The period of postponement will be credited toward eligibility for a subsequent sabbatical.

(e) Terms of Sabbatical Program.

(1) While on sabbatical, the faculty member's salary will be one half (1/2) pay for two (2) semesters (one (1) academic year), ~~or full pay for one (1) semester, or two-thirds (2/3) pay for two (2) semesters, subject to the limitations herein.~~

(2) The faculty member must return to the University for at least one (1) academic year following participation in the program. Agreements to the contrary must be reduced to writing prior to participation. Return to the University of salary received and the amount spent by the University on benefits for the faculty member may be required in those instances where neither of the above is satisfied.

(3) The faculty member must, within thirty (30) days upon returning from the sabbatical, provide a concise written report of his or her accomplishments during the sabbatical to the President or representative. This report will include information regarding the activities undertaken during the sabbatical, the results accomplished during the sabbatical as they affect the faculty member and the University, and research or other scholarly work produced or expected to be produced as a result of the sabbatical.

(4) Faculty member will not normally be eligible for a subsequent sabbatical until six (6) years of continuous service are completed following the previous sabbatical.

(5) Contributions normally made by the University to retirement and Social Security programs will be continued on a basis proportional to the salary received. Board contributions normally made to

Michael Zlatkin
October 12, 2020

Put 5/3
Oct. 12, 2020

insurance programs for faculty and any other benefit programs for faculty will be continued during the sabbatical.

(6) Eligible faculty will continue to accrue annual and sick leave on a full-time basis during the sabbatical.

(7) While on leave, a faculty member will be permitted to receive funds for travel and other sabbatical-related expenses from sources other than the University, such as fellowships, grants-in-aid, and contracts and grants, to assist in accomplishing the purposes of the sabbatical. Receipt of funds for such purposes will not result in reduction of the faculty member's University salary. Grants for such financial assistance from other sources may, but need not, be administered through the University.

(8) If financial assistance is received in the form of salary, the University salary will normally be reduced by the amount necessary to bring the total income of the sabbatical period to a level comparable to the faculty member's current year salary rate. Employment unrelated to the purpose of the sabbatical leave is governed by the provisions of Article 21 (Conflict of Interest/Outside Activity).

24.2 Professional Development Leave.

(a) Policy. Professional development leave will be made available to faculty who meet the requirements set forth below. Such leave is to be granted to increase a faculty member's value to the University through enhanced opportunities for professional renewal, educational travel, study, formal education, research, writing, involvement in a special project, or other experience of professional value, not as a reward for service.

(b) Types of Professional Development Leave. Each year, the University may make available at least one (1) professional development leave at full pay for one (1) semester or its equivalent (for example, leave at half pay for two (2) semesters) for each twenty (20) eligible faculty, subject to the conditions set forth below.

(c) Eligibility for Professional Development Leave. Full-time faculty with four (4) or more years of service who are not tenured or tenure-earning will be eligible for professional development leave. The University, at its discretion, may offer professional development leave to faculty in tenure-earning or tenured positions. A faculty member who is compensated through a contract or grant may receive a professional development leave only if the contract or grant allows for such leave and the faculty member meets all other eligibility requirements.

(d) Application and Selection.

(1) Application for professional development leave will contain an appropriate outline of the project or work to be accomplished during the leave.

(2) Criteria for selection of professional development leave applications will be specified by the University and made available to eligible faculty.

Michael Mattinone

October 12, 2020

Just in
Oct. 12, 2020

October 12, 2020

(3) The University will select applicants when the University believes that completion of the project or work would improve the productivity of the department or function of which the faculty member is a part.

(4) No more than one (1) faculty member in each department/unit need be granted leave at the same time.

(e) Terms of Professional Development Leave.

(1) The faculty member must return to University employment for at least one (1) academic year following the conclusion of such leave. Agreements to the contrary must be reduced to writing prior to participation. Return to the University of salary received and the amount spent by the University on benefits the faculty member received during the program may be required in those instances where neither of the above is satisfied.

(2) A faculty member who fails to spend the time as stated in the application will reimburse the University for the salary received during such leave.

(3) Faculty will not normally be eligible for a subsequent professional development leave until four (4) years of continuous service are completed following the previous leave.

(4) The faculty member must provide a brief written report of the faculty member's accomplishments during the professional development leave to the President or representative upon return to the University.

(5) Contributions normally made by the University to retirement and Social Security programs will be continued on a basis proportional to the salary received. Board contributions normally made to insurance programs for faculty and any other benefit programs for faculty will be continued during the professional development leave.

(6) Eligible faculty will continue to accrue annual and sick leave on a full-time basis during the professional development leave.

(7) While on professional development leave, a faculty member will be permitted to receive funds for travel and living expenses and other such professional development leave-related expenses from sources other than the University, such as fellowships, grants-in-aid, and contracts and grants, to assist in accomplishing the purposes of the professional development leave. Receipt of funds for such purposes will not result in reduction of the faculty member's University salary. Grants for such financial assistance from other sources may, but need not, be administered through the University.

(8) If financial assistance is received in the form of salary, the University salary will normally be reduced by the amount necessary to bring the total income of the professional development leave period to a level comparable to the faculty member's current year salary rate. Employment unrelated to the purpose of the professional development leave is governed by the provisions of Article 21 (Conflict of interest/Outside Activity).

24.3 Other Study Leave.

Michael Zlatin
October 12, 2020

ITS in
Oct. 12, 2020

October 12, 2020

(a) Job Required. A faculty member required to take academic course work as part of assigned duties will not be required to charge time spent attending classes during the work day to accrued leave.

(b) Job-Related. A faculty member may, at the discretion of the supervisor, be permitted to attend up to six (6) credits of course work per semester during work hours, provided that:

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

24.4 Retraining.

The University may, at its discretion, provide opportunities for retraining of faculty members when it is in the University's best interests. Such opportunities may be provided to faculty members who are laid off pursuant to Article 14 (Layoff and Recall) of this Agreement, to those who are reassigned, or in other appropriate circumstances. These retraining opportunities may include enrollment in tuition-free courses under the provisions of section 26.8 (Free University Courses for Faculty and/or Dependents) and Sabbaticals or Professional Development Leave under this Article.

Michael Mattinore

October 12, 2020

Jeffrey M.
Oct. 12, 2020

ARTICLE 25 SALARIES

25.1 Faculty Pay Plan Legislative Increases or Non-Recurring Wage Increases. Eligible in-unit faculty members will receive any salary increases or non-recurring wage increases appropriated for that purpose by the Florida Legislature in accordance with the guidelines set by the Legislature.

~~25.2 One-Time, Non-Recurring Wage Action 2019-2020~~

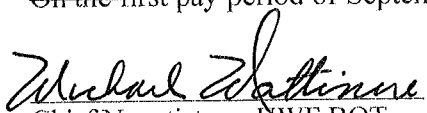
- ~~(a) Effective prior to November 1, 2019 the university will provide a one-time, non-recurring wage action to eligible in-unit employees.~~
- ~~(b) The non-recurring wage action to in-unit faculty will be equal to \$500 dollars (\$500) subject to deductions for social security/Medicare and tax.~~
- ~~(c) In order to be eligible for the 2019-2020 non-recurring wage action:~~
 - ~~1. Employees must have been employed on or before August 8, 2018 and continuously employed through the pay date of the wage action.~~
 - ~~2. Have achieved a good or above rating in their most recent Dean's overall evaluation and have not been issued a notice of non-reappointment, termination or separation prior to the effective date of this wage action.~~

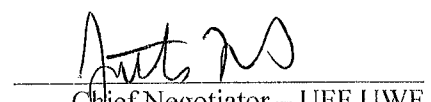
~~New 25.3 Salary Increase for 2019-2020~~

- ~~(a) Effective the first pay period after March 1, 2020, the university will provide a cost-of-living base wage increase based on the most recently completed calendar year average percent change Consumer Price Index (CPI-U avg. to avg.) amount. In order to be eligible for the (avg. to avg.) 2019-2020 salary increase:~~
 - ~~1. Employees must have been in continuous pay status since July 1, 2019, and~~
 - ~~2. Have not been issued a notice of non-reappointment or termination prior to the effective date of this wage increase.~~
- ~~(b) The cost-of-living adjustment increase will be reduced by the amount of any base salary increase provided by the Florida Legislature for the same year. If the state provides a percentage increase to the base wage that is higher than the applicable consumer price index amount, the employee shall receive the full amount of the increase provided by the state.~~
- ~~(c) For the purpose of determining base salary, TIP awards will be included in the calculation, but administrative or temporary supplements will not be included in the calculation.~~
- ~~(d) This wage increase shall not be greater than two percent (2%) or less than one percent (1%) of base salary.~~

~~25.4 One-time Base Salary Adjustment~~

~~On the first pay period of September, 2019, the University will make a one-time base salary~~


Chief Negotiator – UWF BOT



Chief Negotiator – UFF UWF

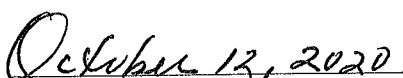
October 12, 2020
Date

Oct. 12, 2020
Date

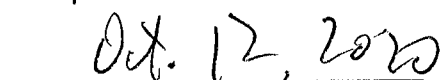
adjustment, as follows:

- (a) The base salary of an Associate Professor shall be adjusted if it is less than the average salary ("the average") of the two most recently hired Assistant Professors within the same department/unit. The adjustment will equalize an Associate Professor's salary to the average.
- (b) The base salary of a Full Professor shall be adjusted if it is less than the average salary of the two most recently hired Assistant Professors within the same department/unit or the average salary of the two most recently hired or promoted Associate Professors within the same department/unit. The adjustment will equalize a Full Professor's salary to whichever average is higher.
- (c) The base salary of an Associate Librarian shall be adjusted if it is less than the average salary of the two most recently hired or promoted Assistant Librarians. The adjustment will equalize an Associate Librarian's salary to the average.
- (d) The base salary of a University Librarian shall be adjusted if it is less than the average salary of the two most recently hired or promoted Assistant Librarians or the average salary of the two most recently hired or promoted Associate Librarians. The adjustment will equalize a University Librarian's salary to whichever average is higher.
- (e) The base salary of an Instructor or Lecturer with six (6) years of experience in their current position at UWF shall be adjusted if it is less than the average salary of the two most recently hired instructors or lecturers within the same department/unit. The adjustment will equalize an Instructor or Lecturer's salary to the average.
- (f) The salary of a Research Associate with six (6) years of experience in their current position at UWF shall be adjusted if it is less than the average salary of the two most recently hired research associates within the same department/unit. The adjustment will equalize a Research Associate's salary to the average.
- (g) The employee's base salary as of May 7, 2019, will be used in the calculation of the salary inversion adjustment. For the purpose of determining base salary, TIP awards will be included in the calculation, but administrative supplements and salary increases resulting from a faculty member being named Distinguished University Professor will not be included in the calculation. Salary increases from Sustained Performance Evaluations will not be included in the calculation. This represents a one-time wage adjustment and creates no obligation for the University to make future adjustments.
- (h) No salary adjustment pursuant to section 25.4 will be implemented if the adjustment is two hundred and fifty dollars (\$250.00) or less.
- (i) No salary adjustment pursuant to section 25.4 will be made in excess of the amount of six


Chief Negotiator – UWF BOT


Date


Chief Negotiator – UFF UWF


Date

~~thousand dollars (\$6,000.00).~~

~~(i) For the purposes of calculating the average salary, the two most recently hired refers to those faculty hired from August 8, 2014 to August 8, 2018, excluding those hired in a visiting status.~~

~~(k) Where departments have one recently hired or promoted faculty member whose salary would trigger an inversion increase for other faculty in the department, but the department does not have two recently hired or promoted faculty members from which to calculate an average baseline salary, the salary of the one recently hired or promoted faculty member will constitute the baseline "average salary" and be used to calculate inversion increases for eligible faculty in the department/unit.~~

~~(l) No salary adjustment pursuant to this section will be implemented if the employee has been issued a notice of non-reappointment, termination or tendered a resignation prior to the effective date of this wage increase.~~

25.52 Promotion Increases. Promotion increases will be granted to faculty pursuant to Article 15 (Promotion Procedure).

Promotion increases will be granted in an amount equal to nine percent (9%) of the faculty member's previous year's base salary rate in recognition of promotion to, Assistant University Librarian, or Associate in.

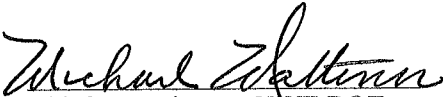
Promotion increases will be granted in an amount equal to thirteen percent (13%) of the faculty member's previous academic year's base salary rate in recognition of promotion to Associate Professor, Associate University Librarian, Associate Research Scholar/Scientist/Engineer.

Promotion increases will be granted in an amount equal to thirteen percent (13%) of the faculty member's previous academic year's base salary rate in recognition of promotion to Professor, University Librarian, Research Scholar/Scientist/Engineer.


25.63 Contract and Grant Funded Increases or Non-Recurring Wage Increases.

a. Faculty on contracts or grants will receive salary increases or non-recurring wage increases equivalent to similar faculty on regular funding, provided that such salary increases or non-recurring wage increases are permitted by the terms of the contract or grant and adequate funds are available for this purpose in the contract or grant. In the event such salary increases or non-recurring wage increases are not permitted by the terms of the contract or grant, or in the event adequate funds are not provided, the President or representative will seek to have the contract or grant modified to permit such increases or non-recurring wage increases.

b. Nothing contained herein will prevent the faculty members whose salaries are funded by grant agencies from being allotted raises higher than those provided in this Agreement.


Chief Negotiator – UWF BOT

October 12, 2020
Date


Chief Negotiator – UFF UWF

Oct. 12, 2020
Date

25.74 Administration Discretionary Increases.

The University retains the authority to provide salary increases, adjustments, or non-recurring wage increases beyond the increases specified above, for market equity considerations, including verified counteroffers and compression/inversion; increased duties and responsibilities; special achievements; litigation/settlements; and similar special situations. In the event the University develops procedures for distributing increases under this section, a copy will be provided to the UFF. The UFF will have an opportunity to discuss the procedures in consultation with the President or representative, pursuant to Article 2 (Consultation), prior to their implantation. At the end of the academic year, the UFF will be provided with a report of all salary increases granted under this section during the academic year.

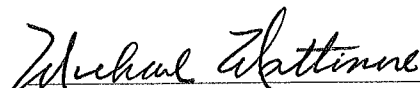
25.85 Salary Rate Calculation and Payment.

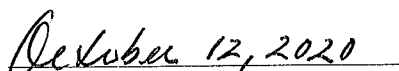
The biweekly salary rate of faculty serving on twelve (12) month (calendar year) appointments will be calculated by dividing their calendar year salary rate by 26.1 pay periods.

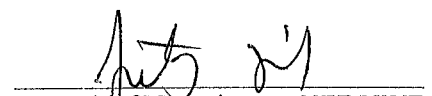
25.96 Grievability. The only issues to be addressed in a grievance filed pursuant to Article 22 (Grievance Procedure and Arbitration) alleging violation of this Article are whether there is unlawful discrimination under Article 6 (Nondiscrimination), or whether there is an arbitrary and capricious application of the provisions of one (1) or more sections of this Article.


25.107 Type of Payment for Assigned Duties.

- (a) Duties and responsibilities assigned by the University to a faculty member which do not exceed the available established FTE for the position will be compensated through salary, not OPS.
- (b) Duties and responsibilities assigned by the University to a faculty member which are in addition to the available established FTE for the position will be compensated through Other Personal Services (OPS), not salary.


Chief Negotiator – UWF BOT


Date


Chief Negotiator – UFF UWF


Date

ARTICLE 26 BENEFITS

26.1 Benefits Improvements. The Board and UFF support legislation to provide adequate and affordable health insurance to all faculty.

26.2 Part-Time Faculty. Part-time faculty, ~~except and~~ those in eligible positions funded from Other Personal Services funds, are entitled to employer-funded benefits, in accordance with State ~~J~~Law, the rules of the Department of Management Services and the Division of Retirement, and University rules and policies. Part-time faculty should contact the Human Resources Office to determine the nature and extent of the benefits for which they are eligible.


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

26.4 Benefits for Retired Faculty.

(a) Faculty retired from the University of West Florida will be eligible, upon request, and on the same basis as other faculty, subject to University policies, to receive the following benefits from the University of West Florida:

- (1) Retired faculty identification card;
- (2) Use of the University library (i.e., public rooms, lending and research service);
- (3) Listing in the University directory;
- (4) Placement on designated University mailing lists;
- (5) A University parking decal as provided to faculty currently active;
- (6) Use of University recreational facilities (retired faculty may be charged fees different from those of other faculty for the use of such facilities);
- (7) The right to enroll in courses without payment of fees, on a space available basis, in accordance with the provisions of Florida Statutes;
- (8) A mailbox in the department/unit from which the faculty member retired, subject to space availability; and
- (9) A University e-mail address.

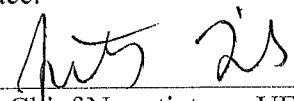
(b) In accordance with University policy, and on a space available basis, the University is encouraged to grant a retired faculty member's request for office or laboratory space.



Chief Negotiator – UWF BOT

October 2, 2020

Date



Chief Negotiator – UFF UWF

Oct. 2, 2020

Date

(c) With the exception of retirees who participate in the Optional Retirement Program (ORP) and for whom provisions have been made, as stipulated in section 26.5(a)(5) of this Agreement, retired faculty of any state administered retirement system are entitled to health insurance subsidy payments in accordance with State law.

26.5 Optional Retirement Program (ORP).

(a) The University will participate in the Optional Retirement Program (hereafter "ORP") to the extent offered by the State of Florida in accordance with the provisions of State law. Eligibility criteria and terms for ORP participation are as follows:

~~(1) Faculty who have been employed at the University for no less than one (1) academic year.~~

(2-1) Faculty who are in the collective bargaining unit and otherwise eligible for membership in the Florida Retirement System.

(32) Any faculty member whose Optional Retirement Program eligibility results from initial employment will be enrolled as a member of the Optional Retirement Program. If the faculty member does not execute an annuity contract with an Optional Retirement Program approved provider and notify the Division of Retirement in writing within ninety (90) days, the faculty member will be enrolled as a member of the Florida Retirement System as directed by the Florida legislature.

(3) No accrued service credit or vested retirement benefits will be lost if a faculty member participates in the Optional Retirement Program;

(4) Benefits under the Optional Retirement Program will be fully and immediately vested in the participating faculty member's selected provider portfolio;

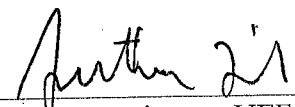
(5) The University will contribute to the Optional Retirement Program, on behalf of each faculty member participating in the program, an amount required by the Florida legislature as equal to the normal cost portion of the employer's contribution to the Florida Retirement System, as well as an amount equal to the employer's contribution to the Retiree Health Insurance Subsidy program on behalf of non-Optional Retirement Program participants (see section 112.363(8), Florida Statutes) plus any employee contribution mandated by the Florida legislature, less a reasonable and necessary amount, as determined by the Legislature, which will be provided to the Division of Retirement for administering the program; and

(6) A participating faculty member may contribute to the Optional Retirement Program, by salary reduction or deduction, a percentage amount of the faculty member's gross compensation not to exceed the percentage amount contributed by the employer to the Optional Retirement Program, but in no case may such contribution exceed federal limitations.

(b) The parties agree to inform eligible faculty regarding the existence and impact of the Optional Retirement Program upon their retirement benefits.


Chief Negotiator – UWF BOT

October 2, 2020
Date


Chief Negotiator – UFF UWF
Oct. 2, 2020
Date

(c) If the UFF is concerned with the performance of any aspect of the Optional Retirement Program, whether administered by the Board or another State agency, the UFF has a right to consult with the Board regarding such concern. As a result of such consultation, the parties may agree to an approach to address the concern if it lies outside the Board's statutory authority.

26.6 Phased Retirement Program (PRP).

(a) Eligibility and Program Provisions

(1) Faculty who have accrued ~~at least six (6)~~ the required number of years, as determined by the Florida legislature, of creditable service in the Florida or Teachers Retirement System (FRS or TRS) or Optional Retirement Program (ORP), except those faculty referenced in 26.6(b), are eligible to participate in the Phased Retirement Program. Such eligibility ~~will~~ shall expire on the faculty member's ~~sixty-sixth (656th)~~ birthday. Faculty members who decide to participate must provide written notice to the University of such ~~a decision on~~ prior to the expiration of their eligibility, or thereafter forfeit such eligibility. Faculty members who choose to participate must retire with an effective date not later than 180 days, nor less than 90 days, after they submit such written notice, except that when the end of the 180-day period falls within a semester, the period may be extended to no later than the beginning of the subsequent term (semester or Summer, as appropriate).

(2) All participants must retire and thereby relinquish all rights to tenure/permanent status as described in Article 16 (Tenure), except as stated otherwise in this Article. Participants' retirement benefits ~~will~~ shall be determined as provided under Florida Statutes and the rules of the Division of Retirement.

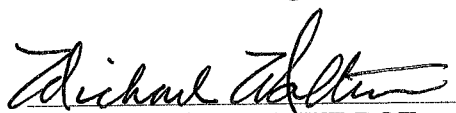
(3) Payment for Unused Leave. Participants ~~will~~ shall, upon retirement, receive payment for any unused annual leave and sick leave to which they are entitled.

(4) Re-employment.

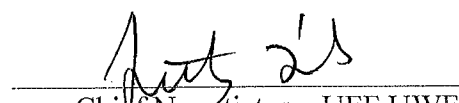
a. Re-employment for faculty participating in the Phased Retirement Program will be in accordance with the provisions of State law and the Florida Division of Retirement System Administrative Code.

b. Participants ~~will~~ shall be offered re-employment, in writing, by the University under an Other Personal Services (OPS) contract for one half (1/2) of the academic year; however, the University and faculty member may agree to less than one half (1/2) of the academic year. The written re-employment offer shall contain the text of 26.6(a)(4)d below.

c. Compensation during the period of re-employment ~~will~~ shall be at a salary proportional to the participant's salary prior to retirement, including an amount comparable to the pre-retirement employer contribution for health and life insurance and an allowance for any taxes associated with this amount. The assignment ~~will~~ shall be scheduled within one (1) semester unless the participant


Chief Negotiator – UWF BOT

October 2, 2020
Date


Chief Negotiator – UFF UWF
Oct. 2, 2020
Date

and the University agree otherwise, beginning with the academic year next following the date of retirement and subject to the condition outlined in ~~(26.6(a)(4)a~~ and 26.6(a)(4)b above.

d. Participants ~~will~~ shall notify the University in writing regarding acceptance or rejection of an offer of re-employment not later than thirty (30) days after the faculty member's receipt of the written reemployment offer. Failure to notify the University regarding reemployment may result in the faculty member's forfeiting reemployment for that academic year.

(5) Leave for Illness/Injury.

a. Each participant ~~will~~ shall be credited with five (5) days of leave with pay at the beginning of each full-time semester appointment. For less than full-time appointments, the leave will be credited on a pro-rata basis with the assigned FTE. This leave is to be used in increments of not less than four (4) hours (1/2 day) when the participant is unable to perform assigned duties as a result of illness or injury of the participant or a member of the participant's immediate family. For the purposes of this section immediate family will include the participant's spouse, mother, father, brother, sister, natural, adopted, or step child, or other relative living in the participant's household.

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

(6) Personal Non-Medical Leave.

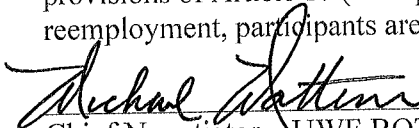
a. Each participant who was on a twelve (12) month appointment upon entering the Phased Retirement Program and whose assignment during the period of re-employment is the same as that during the twelve (12) month appointment will be credited with five (5) days of leave with pay at the beginning of each full-time semester for personal reasons unrelated to illness or injury. This leave is to be used in increments of not less than four (4) hours (1/2 day). Except in the case of emergency, the dates on which the faculty member wishes to take such leave will be at the discretion of the supervisor and will be subject to the consideration of departmental and organizational scheduling.

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

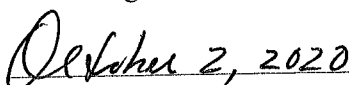
(7) Re-employment Period.

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

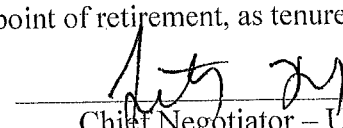
b. The period of re-employment obligation will not be shortened by the University, except under the provisions of Article 17 (Disciplinary Action,) of the Agreement. During the period of reemployment, participants are to be treated, based on status at point of retirement, as tenured faculty




Chief Negotiator – UWF BOT



Date



Chief Negotiator – UFF UWF



Date

or non-tenure-earning faculty with five (5) or more years of continuous service, as appropriate, for purposes of sections 14.2(a) and (b) (Layoff Considerations) of the Agreement.

(8) Declining Re-employment. A participant may decline an offer of re-employment during any academic year. Such a decision will not extend the period of re-employment beyond the period described in section 26.6(a)(7)a. At the conclusion of the re-employment period, the University may, at its option, continue to re-employ participants in this program on a year-to-year basis.

(9) Salary Increases. ~~Participants~~ Participants will receive all increases guaranteed to faculty in established positions, in an amount proportional to the part-time appointment, and will be eligible for non-guaranteed salary increases on the same basis as other faculty.

(10) Preservation of Rights. Participants will retain all rights, privileges, and benefits of employment, as provided in laws, rules, and this Agreement, and University policies, subject to the conditions contained in this Article.

(11) Payroll Deductions. The UFF payroll deductions, as specified in Article 28 (Payroll Deduction), if applicable, will be continued for a program participant during each re-employment period.

(12) Contracts and grants. Nothing will prevent the employer or the participant, consistent with law and rule, from supplementing the participant's employment with contracts or grants.

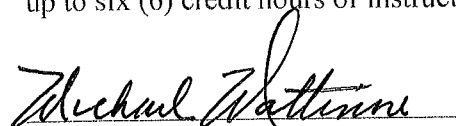
(13) The decision to participate in the Phased Retirement Program is irrevocable after the required approval document has been executed by all parties.

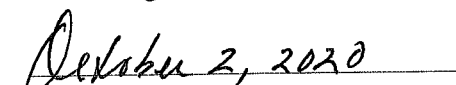
(b) Ineligible Faculty. Faculty who have received notice of non-reappointment, layoff, or termination or those who participate in the State's Deferred Retirement Option Program (hereafter "DROP") are not eligible to ~~participate~~ participate in the Phased Retirement Program.

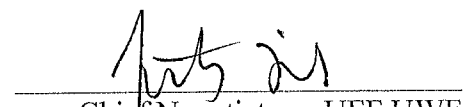
(c) Phased Retirement Program Information Document. The parties agree to jointly develop written information describing the current provisions of the Phased Retirement Program in the Agreement. The Board will distribute this written information to the Human Resource Office and the UFF Chapter, upon request.

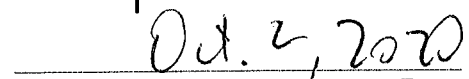
26.7 Deferred Retirement Option Program (DROP). The University will participate in the Deferred Retirement Option Program to the full extent provided under State law. The DROP program is complex. Prior to electing to participate in this program, Faculty should be advised to consult a Human Resources specialist at the University with expertise in this area ~~before making a decision about participating in this program.~~

26.8 Free University Courses for Faculty and/or Dependents. Full-time faculty members, including faculty on sabbatical or on professional development or grants-in-aid leave, are entitled to up to six (6) credit hours of instruction at the University of West Florida per semester (Fall, Spring,


Chief Negotiator – UWF BOT


Date


Chief Negotiator – UFF UWF


Date

or Summer) without payment of tuition or mandatory fees. The entitlement may be used by the faculty member or his or her dependents, subject to the restrictions listed in (a) through (f) below.

(a) Each faculty member may utilize no more than a total of six (6) credit hours per semester.

(b) The six (6) hours of instruction per semester may be utilized by the faculty member for undergraduate or graduate credit, subject to the restrictions listed in (f), below.

(c) The faculty member's dependents may utilize some or all of the six (6) credit hours. The dependent may utilize the credit for graduate or undergraduate credit, subject to the restrictions listed in (e) and (f), below.

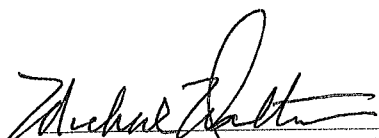
(d) For purposes of this program, a "dependent" is a spouse, any natural, adopted, or step child of the faculty member, or any other child for whom the faculty member is a legal guardian, under the age of twenty-five (25) as of the first day of classes for the semester. A natural, adopted, or step child, or any other child for whom the faculty member is a legal guardian, over the age of twenty-five (25), as long as that child is claimed as a dependent on the faculty member's federal tax return or the faculty member pays for more than 50% of that child's support, as defined by the Internal Revenue Code, is also a dependent for purposes of this program. Special circumstances that suggest consideration of a case not fitting the above definition of "dependent" should be presented to the Director of Human Resources.

(e) The faculty member's dependent may not register for more than three (3) graduate credit hours per semester.

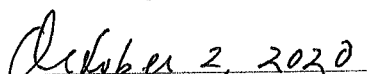
(f) The faculty member or dependent may not use this program for directed studies, practice, internships, music and theater performance, continuing education, and other one-on-one course situations, such as theses and dissertations.

26.9 Employee Assistance Programs. The University may offer an Employee Assistance Program (hereafter "EAP") for assessment, referral, follow-up consultation, short-term counseling, and other services for faculty with personal, family, job stress, or substance abuse problems. Any policies created or revised by the University in the development or operation of its EAP will be discussed in consultation with the UFF.

26.10 Pre-tax Benefits Program. To the extent provided by law, the Board will continue to provide a pre-tax benefits program for faculty which includes the opportunity to: (1) pay for their State insurance premiums on a pre-tax basis and (2) utilize flexible spending accounts for medical and dependent care expenses, (3) voluntary 403(b) investment plan, and (4) state provided 457 deferred compensation plan.



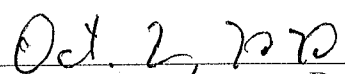
Chief Negotiator -- UWF BOT



Date



Chief Negotiator -- UFF UWF



Date

ARTICLE 32
AMENDMENT AND
DURATION

32.1 Effective Date.

(a) The Agreement will become effective on the date that it is ratified by both the Board and the UFF and will remain in effect through June 30, ~~2020~~2023.

(b) Renegotiations for the July 1, ~~2018-2021~~ through June 30, ~~2019-2022~~ agreement term will begin no later than March 1, ~~2018~~2021. Article 10 (Assignment of Responsibilities), Article 20 (Inventions and Works), Article 25 (Salaries) and Article 26 (Benefits) will be reopened. Each party may propose two (2) additional articles for negotiation.

(c) Renegotiations for the July 1, ~~2019-2022~~ through June 30, ~~2020-2023~~ agreement term will begin no later than March 1, ~~2019~~2022. Article 25 (Salaries) and Article 26 (Benefits) will be reopened. Each party may propose two (2) additional articles for negotiation.

(d) Negotiations for a successor agreement will begin no later than October 1, ~~2019~~2022.

(e) The parties may by mutual agreement include other terms and conditions of employment in their renegotiations.

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

Michael Lattin
July 27, 2020

Jeffrey
Aug 24, 2020

MEMORANDUM OF UNDERSTANDING: COVID-19 HEALTH EMERGENCY

Comes Now the University of West Florida (UWF-BOT) and the United Faculty of Florida Chapter at the University of West Florida (UWF-UFF) and agrees to the following:

1. During the current health emergency brought on by the coronavirus pandemic, UFF-UWF and the UWF-BOT are committed to maintaining the productive and efficient operation of the University in a safe and healthy environment. To this end, the parties agree that the terms and conditions contained herein shall be observed.
2. The collective bargaining agreement and Federal and State Intellectual Property Law shall apply to all new course content and course delivery materials created as remote instruction mandated by the Board of Governors in response to COVID-19.
3. Faculty shall be provided the option of excluding Spring and Summer 2020 semesters course evaluations from use in preparing these annual evaluations.
4. Because the impacts of COVID-19 health emergency are national and international in scope, any impacts of the health emergency, including those on the national or international level, that inhibit faculty members' ability to conduct or present their scholarship, creative activities, and research, shall not negatively affect a faculty member's 2019-2020 annual evaluations. The faculty member shall document such effects where applicable.

Michael Matheson
Chief Negotiator - UWF BOT

April 28, 2020
Date

Art 21
Chief Negotiator - UFF UWF


April 28, 2020
Date

5. Where faculty have made nonrefundable preparations and accommodations connected to previously approved university travel, and the conference or event of the approved travel is cancelled because of the COVID-19 health emergency, the faculty member shall use the University's established protocol pursuant to Florida Statute 112.061 and the University of West Florida Travel Manual to seek reimbursement. In such instances, the faculty member must document a good faith effort on the faculty member's part to secure reimbursement from the entities that received the nonrefundable payments connected to the previously approved travel. The University shall consider means in which the faculty may utilize these funds in circumstances where the cancelled conference or event is rescheduled on a later date, subject to the availability of funding..


6. The mandatory closure of university research facilities shall not negatively impact 2019-2020 evaluations (including SPE), tenure, or promotion. The faculty member shall document such impacts.

7. The university has been actively permitting faculty in "high risk" categories to self-identify and work remotely where possible. The University will continue this practice for a period of time not to exceed the effective period of Florida's March 9, 2020, declaration of a public health emergency, unless earlier revoked or extended. At the time of the expiration of the March 9, 2020 declaration the University will revisit upon request the status of those covered by this section.


Chief Negotiator - UWF BOT


Date


Chief Negotiator - UFF UWF


Date

8. The university will continue to allow work to be performed by the faculty from a remote location as long as doing so does not interfere with their performance of duties. The University will continue this practice for a period of time not to exceed the effective period of Florida's March 9, 2020, declaration of a public health emergency, unless earlier revoked or extended. At the time of the expiration of the March 9, 2020 declaration the University will revisit upon request the status of those covered by this section.

9. Pre-tenure faculty will have the option of extending the time clock for a tenure application by one year. The University will establish a procedure and timetable for the exercise of this option. Faculty will continue to have the opportunity to request an extension of the tenure clock as set forth in the collective bargaining agreement. All other employment actions allowed by the collective bargaining agreement remain in effect.

10. The University shall continue to comply with the requirements of the Families First Coronavirus Response Act. The Office of Human Resources is available to provide information as to how the FFCRA may apply to any faculty member.

11. Faculty scheduled for a Sustained Performance Evaluation for the 2020-2021 academic year will have the one-time option to postpone the SPE by one year. This one-time postponement shall not constitute the use of the one-time postponement option of the SPE as contained in the collective bargaining agreement.

Michael Dalton
Chief Negotiator – UWF BOT

April 28, 2020
Date

Jeff 21
Chief Negotiator – UFF UWF

April 28, 2020
Date


MEMORANDUM OF UNDERSTANDING


Comes Now the University of West Florida (UWF-BOT) and the United Faculty of Florida Chapter at the University of West Florida (UFF-UWF) and agrees to the following:

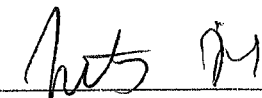
1. The UWF-BOT will establish the positions of Senior Lecturer, Senior Instructor, and Senior Research Associate and petition the Florida Public Employees Relations Commission to clarify the existing faculty bargaining unit to include these newly created positions. No faculty member may apply for promotion to the rank of Senior Lecturer, Senior Instructor, or Senior Research Associate prior to:

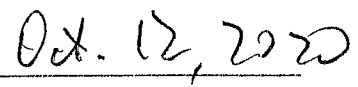
(a) the creation of promotion criteria for these ranks as governed by Article 15 - Promotion Procedure of the Collective Bargaining Agreement, and

(b) the negotiation by the bargaining teams of an appropriate date of implementation, promotion percentage increase, and rollout schedule for the positions of Senior Lecturer, Senior Instructor, and Senior Research Associate.


Chief Negotiator – UWF BOT


Date


Chief Negotiator – UFF UWF

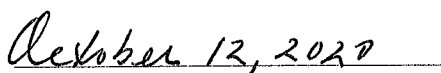

Date

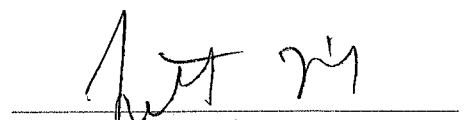
MEMORANDUM OF UNDERSTANDING

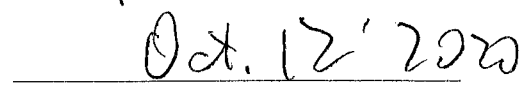
Comes Now the University of West Florida (UWF-BOT) and the United Faculty of Florida Chapter at the University of West Florida (UWF-UFF) and agrees to the following:

1. The Collective Bargaining Agreement at Article 26.6 Phased Retirement Program states, in part, that a faculty member's Phased-Retirement participatory eligibility "will expire on the faculty member's 65th birthday."
2. The UFF-UWF and UWF-BOT agree that in-unit faculty members who are age 65 or older during the 2020-2021 and 2021-2022 academic and who meet all other eligibility requirements to participate in the Phased Retirement Program, shall be allowed to participate fully in the Phased Retirement Program so long as, during the 2020-2021 or 2021-2022 academic year, they provide written notice of such decision to the university as outlined in Article 26.6(a)(1) of the Collective Bargaining Agreement.
3. All other Article 26 terms and conditions for a faculty member's participation in the Phased Retirement Program shall apply for faculty aged 65 or older who elect to participate in the Phased Retirement Program by providing notice of such decision during the 2020-2021 or 2021-2022 academic years as defined herein.
4. The opportunity for eligible faculty age 65 and older to elect to participate in the Phased Retirement Program shall expire, unless otherwise negotiated by the parties, at the conclusion of the 2021-2022 academic year.


Chief Negotiator – UWF BOT


Date


Chief Negotiator – UFF UWF


Date

MEMORANDUM OF UNDERSTANDING

Comes Now the University of West Florida (UWF-BOT) and the United Faculty of Florida Chapter at the University of West Florida (UWF-UFF) and agrees to the following:

1. The Collective Bargaining Agreement at Article 3 limits the consecutive use of released time for a faculty member to any semester in each of a four-year period.
2. The UWF-UFF and UWF-BOT agree that the four year cap at Section 3.4 of the collective bargaining agreement will not be enforced during Spring 2021.

Michael Matten
Chief Negotiator – UWF BOT

October 12, 2020
Date

PTJ is
Chief Negotiator – UFF UWF

Oct. 12'2020
Date

UWF and UFF agree to TA the following articles. However, the Parties may agree to make minor revisions as needed in these articles related to and including adding headings as necessary, correcting formatting, spelling, spacing, or other scrivener's error corrections.

~~ARTICLE 5 - ACADEMIC FREEDOM AND RESPONSIBILITY~~ mm, JF

~~ARTICLE 10 - ASSIGNMENT OF RESPONSIBILITIES~~ mm

ARTICLE 11 - FACULTY PERFORMANCE EVALUATIONS

ARTICLE 15 - PROMOTION PROCEDURE

ARTICLE 16 - TENURE

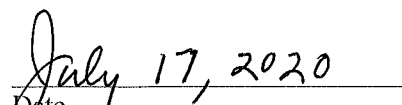
ARTICLE 18 - JOB ABANDONMENT

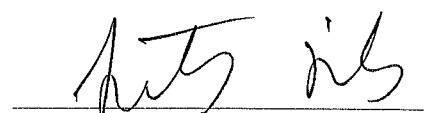
~~ARTICLE 20 - INVENTIONS AND WORKS~~ mm, JF

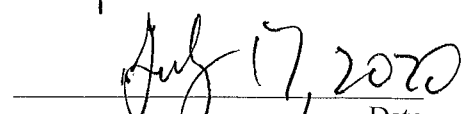
~~ARTICLE 21 - CONFLICT OF INTEREST / OUTSIDE ACTIVITY~~ mm, JF

ARTICLE 34 - DEFINITIONS


Chief Negotiator - UWF BOT


Date


Chief Negotiator - UFF UWF


Date

UWF and UFF agree to TA the following articles. However, the Parties may agree to make minor revisions as needed in these articles related to and including adding headings as necessary, correcting formatting, spelling, spacing, or other scrivener's error corrections.

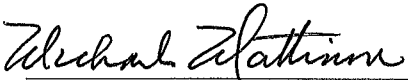
Article 8: Job Classification

Article 12: Evaluation File

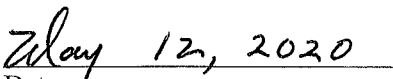
Article 13: Non-Reappointment

Article 14: Layoff and Recall

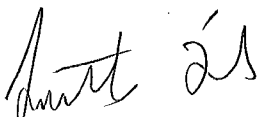
Article 17: Disciplinary Action



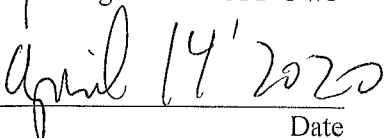
Chief Negotiator – UWF BOT



Date



Chief Negotiator – UFF UWF



Date

UWF and UFF agree to TA the following articles. However, the Parties may agree to make minor revisions as needed in these articles related to and including adding headings as necessary, correcting formatting, spelling, spacing, or other scrivener's error corrections.

Preamble

Article 1

Article 2

Article 3

Article 4

Article 7

Article 23

Article 27

Article 28

Article 29

Article 30

Article 31

Article 33



Jonathan Fink, UFF Chief Negotiator

Oct. 31'19
Date



Michael Mattimore, UWF Chief Negotiator

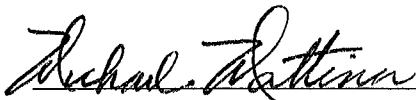
October 30, 2019
Date

UWF and UFF agree to TA the following articles. However, the Parties may agree to make minor revisions as needed in these articles related to and including adding headings as necessary, correcting formatting, spelling, spacing, or other scrivener's error corrections.

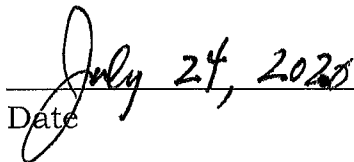
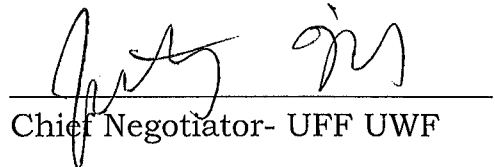
ARTICLE 10—ASSIGNMENT OF RESPONSIBILITIES

ARTICLE 20—INVENTIONS AND WORKS

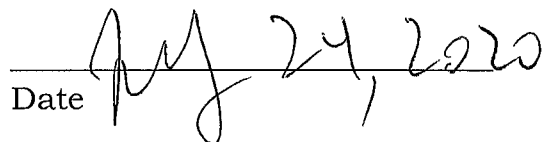
ARTICLE 21—CONFLICT OF INTEREST/OUTSIDE ACTIVITY



Chief Negotiator—UWF BOT


Date

Chief Negotiator- UFF UWF


Date