


UWF Proposed

UWF and UFF-UWF 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 RECOGNITION
- ARTICLE 2 CONSULTATION
- ARTICLE 3 UFF PRIVILEGES
- ARTICLE 4 RESERVED RIGHTS
- ARTICLE 8 JOB CLASSIFICATION
- ARTICLE 10 ASSIGNMENT OF RESPONSIBILITIES
- ARTICLE 14 LAYOFF AND RECALL
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UFF Proposal 3/11/26

UWF and UFF-UWF 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 13

Article 22

Article 26

Article 34

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March 31, 2026

Article 5 ACADEMIC FREEDOM AND RESPONSIBILITY

5.1 Policy.

It is the policy of the Board and the UFF to maintain and encourage full academic freedom. Academic freedom and responsibility are essential to the full development of a true university and apply to teaching, research/creative activities, assigned service, and the activities set forth in Sections 11.4(f) (Criteria) regarding participation in governance and 11.4(g) regarding other assigned University duties.

5.2 Campus Free Expression

University policies supportive of campus free expression shall align with Florida Statutes and the United States and Florida Constitutions.

~~5.23~~ Teaching and Research.

~~Consistent with the exercise of academic responsibility, Faculty will have freedom the right to present and discuss their own academic subjects, frankly and forthrightly freely and candidly, without fear of censorship, and to select instructional materials and determine grades in accordance with University policies and Board regulations. Objective and skillful exposition of such subject matter, including the acknowledgment of a variety of scholarly opinions, is the duty of every Faculty Member. Faculty will also be free Faculty also have the right to engage in scholarly and creative activity and publish the results in a manner consistent with their professional obligations.~~

5.4 Selection of Course Materials and Determining Grades.

Faculty shall have freedom to select instructional materials and determine grades in accordance with this Agreement, University policies, Board rules and regulations, Florida Board of Governors regulations, and Florida Statutes.

~~5.35~~ Academic Responsibility.

Academic freedom is accompanied by the corresponding responsibility to uphold professional and ethical standards. Faculty are expected to:

- (a) be forthright and honest in the pursuit and communication of scientific and scholarly knowledge;

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- (b) respect all University employees and students, staff, and colleagues as individuals; treat them in a -with collegiality in all professional settings-manner; and avoid any exploitation of such persons for private advantage for personal gain;
- (c) ~~respect~~ maintain the integrity of ~~the~~ all applicable evaluation process ~~with regard to students, staff, and colleagues, so that it reflects their true merit;~~
- (d) ~~indicate when appropriate that one is not an institutional representative unless specifically authorized as such; and not purport to speak for the University unless expressly authorized to do so, and clearly distinguish personal views from official University positions when necessary to avoid ambiguity; and~~
- (e) contribute to the orderly and effective functioning- operations of their Faculty Member's academic Unit ~~(program, Department, division, and/or College)~~ and/or the University.

5.46 Professional Responsibilities.

In addition to their assigned duties, Faculty ~~have responsibilities arising from the nature of the educational process~~ are responsible for upholding the broader ethical expectations of teachers, researchers, and public employees.- Such- These responsibilities include, but are not limited to, observing and upholding the ethical standards of their discipline; participating, as appropriate, in the shared system of collegial governance, especially at the Department level; respecting the confidential nature ~~of the relationship between professor and student~~ of records and information where required by law; -adhering to one's proper role maintaining professional expectations and behavior as teacher, researcher, and intellectual mentor, ~~and counselor;~~ and conducting oneself in a professional collegial manner in all interactions.

5.7 Academic Freedom and Academic Governance

The Board and the UFF recognize the necessity of a strong system of academic governance that actively involves Faculty Members in areas of academic matters through elected bodies. Participation in these bodies by Faculty is an expected component of faculty service to the University and its academic mission.

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Article 6 NONDISCRIMINATION

6.1 Statement of Intent.

- (a) The University 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 University and the UFF recognize their obligations under federal and State laws, rules, and regulations prohibiting discrimination or harassment, ~~including Title VII of the Civil Rights Act of 1964 (“Title VII”), Title IX of the Education Amendments of 1972 (“Title IX”), the Violence Against Women Act, the Florida Civil Rights Act of 1992, and the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act. The parties reaffirm their commitment to create a diverse faculty that brings new perspectives and new talent into the academy. To this end, the University, 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 University 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 University nor the UFF will discriminate against any Faculty Member based upon protected classes under federal and State law ~~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 University 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 protected classes under federal and State law ~~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 form of sex discrimination prohibited under both Title VII and Title IX. The definitions of “sexual harassment” under Title VII and Title IX are relevant to the University and Faculty. 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

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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 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.

(1) 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.

(2) 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 to 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, 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 University, or UFF against any party, any witness, any UFF representative, or any other

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participant in this process or in any Grievance arising from this process for reason of such participation.

- (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 Section 1012.91, Florida Statutes.
- (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 procedures, 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.

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- (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 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 (Grievance Procedure) of this Agreement. Once a finding has been made by the University's equal opportunity officer or Title IX process 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 1 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 and Responsibility) exists within the restrictions imposed by the laws with regard to unlawful discrimination and unlawful harassment.

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**ARTICLE 7
MINUTES, REGULATIONS, AND BUDGETS**

7.1 Board and University Documents.

The University will ensure that a copy of the following documents is made available in an easily accessible location in its main library or by links on the University website.

- (a) The minutes of the meetings of the Board and its committees;
- (b) Board regulations adopted and disseminated to University employees; and
- (c) The University’s operating budget.

7.2 [List of Faculty]


Following a request for public record submitted to the University by UFF, the University shall provide the following information in Excel format for all Faculty current as of the date of the request: name, UWF ID, rank, University email address, Department, position code, FTE, salary for the Academic Year current as of the date of the request, hire date, and building/office location.

NOTE: This change reflects a clerical error that was already ratified by both parties in

February 21, 2025

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UWF Proposed
March 31, 2026

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 candidates from historically underrepresented groups in academia 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, (3) tenure-earning (specifying prior service in another institution to be credited toward tenure), or (4) fixed-term multi-Year 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);

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- (h) The following statement, if the appointment is not subject to notice provisions of Section 13.2 (Notice): “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;
- (l) 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~~ federal and State laws. Claims of such discrimination by the Board or the University may be presented as Grievances pursuant to Article 22 (Grievance Procedure and Arbitration);
- (m) 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
- (n) 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 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.

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- (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 summer supplemental appointments 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 1012.945, 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) Days of receipt of the formal, written offer or forfeit his/her preference.
 - d. Summer appointments are supplemental and paid from course revenues. As such, nine-month Faculty cannot use paid sick leave unless they have started teaching in a supplemental summer appointment.
 - (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 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)

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Summer FTE = $.25 \times (19.5 / 13) + \text{Other FTE} = (.25 \times 1.5) + \text{Other FTE} = .375 + \text{Other FTE}$

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 = $\$44,000 \times .375 \times (6.5 / 19.5) + 0^* = \$44,000 \times .375 \times .333 = \$5,500$

*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 FTEs 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 25.7 (Type of Payment for 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

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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)(I) (Fixed Multi-Year Appointments) 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.

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December 19, 2025

ARTICLE 11 FACULTY PERFORMANCE EVALUATIONS

11.1 Policy.

- (a) Annual Evaluations. The purpose of the annual evaluation is to assess and communicate the nature and extent of a Faculty Member's performance of assigned duties consistent with the criteria specified in Section 11.4 (Criteria). The performance of Faculty, other than those who have received notice of non-reappointment under Section 13.2 (Notice) or those not entitled to receive notice of non-reappointment under Section 13.2 (Notice) will be evaluated at least once annually, and they will be advised of the academic term during which such evaluation will be made. Personnel decisions will take such annual evaluations into account, provided that such decisions need not be based solely on written Faculty performance evaluations.
- (b) Sustained Performance Evaluations. Faculty identified in Section 11.3(b) (Procedures) of this Article will receive a Sustained Performance Evaluation in accordance with the terms therein.
- (c) Post-Tenure Review. Faculty identified in Section 11.3(c) (Procedures) of this Article will receive a post-tenure review in accordance with the terms therein.
- (d) Discipline. Any disciplinary action taken pursuant to a failed Performance Improvement Plan will follow the procedures of Article 17 (Disciplinary Action).

11.2 Sources and Methods of Evaluation.

- (a) In preparing the annual evaluation, the person(s) responsible for evaluating the Faculty Member may consider, where appropriate, information from the following sources: immediate Supervisor, peers, students, Faculty Member/self, other University officials who have responsibility for supervision of the Faculty Member, and individuals to whom the Faculty Member may be responsible in the course of a service assignment, including public school officials when a Faculty Member has a service assignment to the public schools.
- (b) ~~Student Evaluations~~ Student Assessment of Instruction. ~~Section 11.2(b) (Sources and Methods of Evaluation) will go into effect on the first day of the Fall 2010 Semester.~~
 - (1) Student ~~evaluations~~ assessment of instruction are a regular part of faculty evaluation. Therefore, each Fall and Spring Semester, Faculty will ensure that student assessment of instruction evaluations (using the standard University form) are administered for every course and every section taught. Such student evaluations assessment of instruction, including narrative comments, will be provided to the Department Chair/Director so as to be included in the material considered for the Faculty Member's annual evaluation.

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(2) Considerations for Fair and Equitable Treatment

- a. _____ Faculty Members will have the right to rebut student ~~evaluation~~ assessment of instruction comments and feedback by preparing a written rebuttal. There will be no limit to the length of the rebuttal. The rebuttal will be attached to the student ~~evaluations~~ assessment of instruction in the Faculty Member's master evaluation file. The rebuttal should address extenuating circumstances and other factors that might clarify how comments and numerical ratings should be interpreted by Supervisors.
- b. No personnel action will be taken on the basis of student narrative comments that have not been corroborated by evidence other than student ~~evaluations~~ assessment of instruction.
- c. Written comments from students will be considered in the context of other information submitted by the Faculty Member about teaching performance.
- d. ~~Beginning with the 2018–2019 Academic Year,~~ Faculty are required to submit at least one example of teaching quality in addition to the standard university teaching assessment material. Examples should be consistent with indicators identified in the Tenure and Promotion guidelines, such as outcome assessment data, peer review observations, syllabi, assessment samples, etc. Acceptable supplemental examples may also be outlined in Department/Unit bylaws.
- e. ~~Summaries of s~~ Student ~~evaluations,~~ assessment of instruction, including the narrative comments, will be provided to the Faculty Member at least fourteen (14) Days in advance of the Faculty Member's due date for annual evaluation materials. In the event that a Faculty Member receives his or her student ~~evaluation-~~ assessment of instruction data less than fourteen (14) Days prior to this due date, the deadline for Faculty submission of materials ~~shall will be adjusted~~ moved forward proportionally.

11.3 Procedures.

(a) Annual Evaluation.

- (1) The proposed written annual evaluation, including the Faculty Member's annual assignment which was furnished pursuant to Section 10.3 (Annual Assignment) will be provided to the Faculty Member within forty-five (45) Days after the end

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of the academic term during which such evaluation was made. The Faculty Member will be offered the opportunity to discuss the evaluation with the evaluator prior to its being finalized and placed in the Faculty Member's evaluation file.

- (2) The evaluation will be signed and dated by the person performing the evaluation and by the person being evaluated, who may attach a concise comment to the evaluation. A copy of the evaluation will be provided to the Faculty Member.
 - (3) The Faculty Member may request, in writing, a meeting with an administrator at the next higher level to discuss concerns regarding the evaluation which were not resolved in previous discussions with the evaluator.
 - (4) Each University College or Department/Unit will develop and maintain procedures by which to evaluate each Faculty Member according to criteria specified in Section 11.4 (Criteria). These procedures will include the method for the distribution of any departmental merit salary increase funds specified that might become available. The faculty of each College or Department/Unit, who are eligible to vote in faculty governance, will participate in the development of these procedures and will recommend implementation by vote of a majority of at least a quorum of those faculty members.
 - a. The proposed procedures or revisions thereof will be reviewed by the President or representative to ensure that they are consistent with the mission and goals of the University and that they comply with this Agreement.
 - b. If the President or representative determines that the recommended procedures do not meet the conditions in Section 11.3(a)(4) (Procedures), above, the proposal will be referred to the College or Department/Unit for revision with a written statement of reasons for non-approval. No merit salary increase funds will be provided to a College or Department/Unit until the procedures to be used have been approved by the President or representative.
 - c. Approved procedures, and revisions thereof, will be kept on file in the College or Department/Unit office. Faculty in each College or Department/Unit will be provided a copy of that College or Department's/Unit's current procedures for annual evaluation.
 - (5) Upon written request from the Faculty Member, the person(s) responsible for supervising and evaluating a Faculty Member will endeavor to assist the Faculty Member in correcting any major performance deficiencies reflected in the Faculty Member's annual evaluation.
- (b) Sustained Performance Evaluations
- (1) The University shall conduct Sustained Performance Evaluations (SPE) on Faculty in the ranks of University Librarian and Associate University Librarian. The purpose of the SPE is to assess the Faculty Member's sustained performance and professional growth as of the date of the evaluation. The expectations for SPEs shall be aligned with the qualifications for promotion in place at the time of the evaluation.
 - (2) The SPE shall be conducted in the Faculty Member's sixth Academic Year after receiving promotion or hire into that position and every sixth Academic Year

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thereafter and will evaluate the Faculty Member on his or her performance over the previous six-Year period. Each Faculty Member may elect a one-Year deferral once in his or her career at UWF. This would allow the SPE to be conducted in the seventh Academic Year. When a Faculty Member elects to utilize the one-time, one-Year postponement of the SPE, the Faculty Member's next, and all subsequent, SPEs will follow a six-Year schedule from the one-Year postponement.

- (3) There are three tiers for the SPE. The attainment of Distinguished (Tier One) shall reflect distinction that clearly exceeds the University and departmental promotion standards and expectations in place at the time of the evaluation for excellence in quantity, quality, or both. The attainment of Satisfactory (Tier Two) shall satisfy the University and departmental standards and expectations in place at the time of the evaluation for excellence in quantity, quality, or both. An evaluation that is Unsatisfactory (Tier Three) reflects performance that does not satisfy the University and departmental promotion standards and expectations in place at the time of the evaluation for excellence in quantity, quality, or both. A Tier Three Rating will require the Faculty Member to enter into a formal Performance Improvement Plan.
- (4) A Faculty Member at the rank of University Librarian who receives a Tier One Distinguished rating shall receive a \$6000 increase to the base salary. A Faculty Member in the rank of Associate University Librarian who receives a Tier One Distinguished rating shall receive a \$3000 increase to the base salary. A Faculty Member at the rank of University Librarian who receives a Tier Two Satisfactory rating shall receive a \$4000 increase to the base salary. A Faculty Member in the rank Associate University Librarian who receives a Tier Two Satisfactory rating shall receive a \$2000 increase to the base salary. An Unsatisfactory Sustained Performance Evaluation will result in no wage increase.
- (5) If a Faculty Member goes up for promotion and SPE simultaneously in the same Academic Year, and both the promotion and the SPE are successful, the amount of the SPE tier salary increase will be at the rate of the new rank.
- (6) On an annual basis the Provost will issue a memorandum identifying the Faculty that will receive an SPE for the following Academic Year. The Provost's memorandum will describe the process and timeline for the submission of materials by the Faculty Member.
- (7) The materials to be submitted by the Faculty Member being evaluated will reflect the six Years corresponding to the candidate's SPE and will be the same as an application for promotion. There shall be no letters of recommendation included in the submission. Evidence of sustained performance must be substantive and detailed with documentation.
- (8) Review and Recommendations
 - a. The Faculty Member's dossier for the SPE shall be submitted to the Faculty Member's Department Chair for review. The Chair shall make a recommendation to the Dean regarding whether the criteria were met. The Dean will ask the College Personnel Committee for a recommendation

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regarding whether the criteria were met. Neither the Chair nor the College Personnel Committee will make a recommendation as to the tier rating. The language used by the Department Chair and the College Personnel Committee in their respective evaluations will not be restricted as long as neither makes a tier rating. For the purposes of this section, "making a tier rating" shall be understood as an evaluator's use of the explicit terms, "Tier One," "Tier Two," or "Tier Three" in reference to the SPE. The use of qualitative evaluative language by the Chair or College Personnel Committee outside of the terms, "Tier One," "Tier Two," or "Tier Three," shall not constitute an implicit or explicit recommendation of tier rating.

- b. The Dean will make a separate review and recommendation to the Provost. The Dean's recommendation will include a tier rating in accordance with Section 11.3(b)(3) (Procedures) of this Article. The recommendations of the Chair, College Personnel Committee, and Dean will be submitted to the Provost who will conduct a separate review and make a final decision regarding whether the promotion criteria were met and the tier rating.
- (9) Authorized leaves of absence may, under the provisions of Article 19 (Leaves), be credited toward the period of the six-Year evaluation period or may suspend the running of the period at the election of the Faculty Member.
 - (10) Faculty receiving "Unsatisfactory" ratings on an SPE will enter into a Performance Improvement Plan (PIP). PIP will be developed by the Chair in concert with the Dean within thirty (30) Days of the date of the evaluation. The Faculty Member will be provided with an opportunity to provide input into the PIP. The PIP shall outline each of the areas needing attention and improvement so that the Faculty Member shall meet the promotion standards in place at the time of the evaluation, upon successful completion of the PIP. The PIP shall provide specific performance targets and a time period for achieving the targets. The PIP must be approved by the Provost. The Chair will meet regularly with the Faculty Member to review progress toward meeting the performance targets. However, it is the responsibility of the Faculty Member to attain the performance targets specified in the PIP within the specified time frame and demonstrate competency in his or her position. The Faculty Member's next SPE will follow a new six-Year schedule beginning with the Academic Year following the Academic Year of successful completion of the PIP.
- (c) Post-Tenure Review
 - (1) Tenured Faculty are required to undergo post-tenure review as outlined in the Board of Governors Regulation 10.003.
 - (2) On an annual basis the Provost shall issue a memorandum identifying the Faculty that will undergo post-tenure review for the following Academic Year. The Provost's memorandum will describe the process and timeline for the submission of materials by the Faculty Member.
 - (3) The materials to be submitted by the Faculty Member being evaluated will reflect the five Years corresponding to the candidate's post-tenure review.

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- (4) For tenured Faculty who achieve a performance rating of “exceeds expectation” as defined in BOG Reg.10.003 the Deans will recommend a salary increase of \$6000 for Professors, \$4000 for Associate Professors, and \$2000 for Assistant Professors.
- (5) For tenured Faculty who achieve a performance rating of “meets expectations” as defined in BOG Reg,10.003, the Deans will recommend a salary increase of \$3000 for Professors, \$2000 for Associate professors and \$1000 for Assistant Professors.
- (6) Tenured Faculty who have served in out-of-unit administrative roles for more than two Years shall not be required to undergo a post-tenure review until the Faculty Member has completed five consecutive Academic Years in unit following return to the Bargaining Unit. For the purposes of post-tenure review, Faculty Senate President is not an “administrative role.”
- (7) The process for creating and approving criteria identifying the level of accomplishment and productivity relative to the Faculty Member’s assigned duties in research, teaching, and service, including extension, clinical, and administrative assignments, shall follow the same University process as the creation and approval of tenure and promotion criteria.
- (8) The post-tenure review shall not consider or otherwise discriminate based on the Faculty Members’ political or ideological viewpoints.
- (9) Post-tenure review criteria shall be in place and available for review prior to Faculty putting forward a post-tenure review file.
- (10) If a Faculty Member goes up for promotion and post-tenure review simultaneously in the same Academic Year, and both the promotion and the post-tenure review are successful, the amount of the post-tenure review tier salary increase shall be recommended at the rate of the new rank.

11.4 Criteria.

The annual performance evaluation will be based upon assigned duties and will carefully consider the nature of the assignments, in terms, where applicable, of:

- (a) Teaching effectiveness, including effectiveness in presenting knowledge, information, and ideas by means or methods such as lecture, discussion, assignment and recitation, demonstration, laboratory exercise, practical experience, and direct consultation with students. The evaluation will include consideration of effectiveness in imparting knowledge and skills, and effectiveness in stimulating students’ critical thinking and/or creative abilities, the development or revision of curriculum and course structure, and adherence to accepted standards of professional behavior in meeting responsibilities to students. The evaluator may take into account class notes, syllabi, student exams and assignments, and any other materials relevant to the Faculty Member’s teaching assignment.
- (b) The teaching evaluation must take into account any relevant materials submitted by the Faculty Member, including the results of peer evaluations of teaching, and may not be based solely on student evaluations when this additional information has been made available to the evaluator.
- (c) Contribution to the discovery of new knowledge, development of new educational techniques, and other forms of creative activity. Evidence of research and other creative

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activity will include, but not be limited to, published books; articles and papers in professional journals; musical compositions, paintings, sculpture; works of performing art; papers presented at meetings of professional societies; and research and creative activity that have not yet resulted in publication, display, or performance.

- (d) The evaluation will include consideration of the Faculty Member's productivity, including the quality and quantity of what has been done during the year, and of the Faculty Member's research and other creative programs and contributions; and recognition by the academic or professional community of what is done.
- (e) Public service that extends professional or discipline-related contributions to the community; the State, including public schools; and the national and international community. This public service includes contributions to scholarly and professional organizations and governmental boards, agencies, and commissions that are beneficial to such groups and individuals.
- (f) Participation in the governance processes of the institution through significant service on committees, councils, and senates, beyond that associated with the expected responsibility to participate in the governance of the institution through participation in regular departmental or College meetings.
- (g) Other assigned University duties, such as advising, counseling, supervision of interns, and academic administration, or as described in a position description, if any, of the position held by the Faculty Member.

11.5 Proficiency in Spoken English.

No Faculty Member will be evaluated as deficient in oral English language skills unless proved deficient in accordance with the appropriate procedures and examinations established by Florida law and University Regulation for testing such deficiency.

- (a) Faculty involved in classroom instruction, other than in courses conducted primarily in a foreign language, found by the Supervisor, as part of the annual evaluation, to be potentially deficient in English oral language skills, will be tested in accordance with appropriate procedures and examinations established by statute and rule cited above for testing such skills. No reference to an alleged deficiency will appear in the annual evaluation or in the personnel file of a Faculty Member who achieves a satisfactory examination score determining proficiency in oral English as specified in the rule (currently "50" or above on the Test of Spoken English).
- (b) Faculty who score at a specified level on an examination established by statute and rule cited above for testing oral English language skills ("45" on the Test of Spoken English), may continue to be involved in classroom instruction up to one (1) Semester while enrolled in appropriate English language instruction, as described in paragraph (d), below, provided the appropriate administrator determines that the quality of instruction will not suffer. Only such Faculty Members who demonstrate, on the basis of examinations established by statute or rule, that they are no longer deficient in oral English language skills may be involved in classroom instruction beyond one (1) Semester.
- (c) Faculty who score below a minimum score on an examination established by statute and rule for determining proficiency in oral English (currently "45" on the Test of Spoken

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English) will be assigned appropriate non-classroom duties for the period of oral English language instruction provided by the University under paragraph (d), below, unless during the period of instruction the Faculty Member is found, on the basis on an examination specified above, to be no longer deficient in oral English language skills. In that instance, the Faculty Member will again be eligible for assignment to classroom instructional duties and will not be disadvantaged by the fact of having been determined to be deficient in oral English language skills. It is the responsibility of each Faculty Member who is found, as part of the annual evaluation, to be deficient in oral English language skills by virtue of scoring below the satisfactory score on an examination established by statute and rule for determining such proficiency (see paragraph (a)), to take appropriate actions to correct these deficiencies. To assist the Faculty Member in this endeavor, the University will provide appropriate English language instruction without cost to such Faculty Members for a period consistent with their length of appointment and not to exceed two (2) consecutive Semesters. The time the Faculty Member spends in such instruction will not be considered part of the individual assignment or time worked, nor will the Faculty Member be disadvantaged by the fact of participation in such instruction.

- (d) If the University determines, as part of the annual evaluation, that one (1) or more administrations of a test to determine proficiency in oral English language skills is necessary, in accordance with statute and rule and this section, the University will pay the expenses for up to two (2) administrations of the test. The Faculty Member will pay for additional testing that may be necessary.

11.6 Employee Assistance Programs.

Neither the fact of a Faculty Member’s participation in an employee assistance program nor information generated by participation in the program will be used as evidence of a performance deficiency within the evaluation process described in this Article, except for information relating to a Faculty Member’s failure to participate in an employee assistance program consistent with the terms to which the Faculty Member and the University have agreed.

Michael Mattimore
Chief Negotiator – UWF BOT

Signed by:
Mike Mattimore 01/07/2026
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Date

Jonathan Fink
Chief Negotiator – UFF UWF

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Jonathan Fink 01/07/2026
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Date

UFF Proposal 3/11/26

ARTICLE 12 EVALUATION FILE

12.1 Policy.

- (a) There will be one (1) master evaluation file containing a dated copy of each document used in the evaluation process. A separate evaluation file may be compiled for tenure or promotion, provided that everything in the separate file will also be in the master file, except for letters of recommendation to which the candidate has waived access in writing.
- (b) When evaluations and other personnel decisions are made, other than for tenure or promotion, the only documents which may be used are those contained in the master evaluation file.
- (c) The custodian of the file will place such documents in the evaluation file within a reasonable time after receiving them.
- (d) Faculty will be notified of the location of the evaluation file and the identity of the custodian.

12.2 Access.

- (a) A Faculty Member may examine his or her master evaluation file and promotion and tenure files, upon reasonable advance notice, during the regular business hours of the Department office under such conditions as are necessary to ensure its integrity and safekeeping. Faculty will not be denied such access.
- (b) The Faculty Member may paginate with successive whole numbers the materials in the file.
- (c) The Faculty Member may attach a concise statement in response to any item in the Faculty Member's evaluation file.
- (d) Upon request, the Faculty Member is entitled to one (1) free copy of any material in the evaluation file. Additional copies may be obtained by the Faculty Member upon the payment of a reasonable fee for photocopying.
- (e) A person designated by the Faculty Member may examine that Faculty Member's evaluation file with the written authorization of the Faculty Member concerned, and subject to the same limitations on access that are applicable to the Faculty Member.

12.3 Indemnification.

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

12.4 Use of Evaluative Materials.

In the event a Grievance is filed, the Board, UFF Grievance representatives, the arbitrator, and the Grievant will have the right to use, in the Grievance proceedings, copies of materials from the Grievant's evaluation file.

12.5 Anonymous Material.

There will be no anonymous material in the master evaluation file or promotion and tenure files except as provided in Section 12.6 (Use of Student Evaluations) [and 16.5 \(Recommendations and Procedures\)](#).

UFF Proposal 3/11/26

12.6 Use of Student Evaluations.

Numerical ratings and narrative comments from student evaluations are a regular part of the evaluation procedure for classroom instruction. All student evaluations will be included in the master evaluation file and tenure and promotion files from Fall 2010 forward. Prior to Fall 2010, inclusion of narrative comments was optional.

12.7 Removal of Contents.

- (a) Materials will be removed from the master evaluation file if shown to be contrary to fact, and materials may also be removed pursuant to the resolution of a Grievance.
- (b) This Section does not authorize the removal of materials from the evaluation file based on a dispute concerning a matter of judgment or opinion rather than fact.
- (c) The material removed from the file will not be used to evaluate the Faculty Member.

12.8 Limited Access to Faculty Evaluation Files.

- (a) Information in the master file reflecting evaluation of Faculty performance will be available for inspection only by the Faculty Member, the Faculty Member’s representative, University and Board officials who use the information in carrying out their responsibilities, and arbitrators or others engaged by the parties to resolve disputes, or as required by law or by court order.
- (b) Such limited access status will not apply to summary data, by course, for the common “core” items contained in student course evaluations, which have been selected as such by the Board and made available by the University to the public on a regular basis.

Michael Mattimore
Chief Negotiator - UWF BOT

Jonathan Fink
Chief Negotiator - UFF UWF

Signed by:
Mike Mattimore 04/03/2026
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Date

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Jonathan Fink 04/03/2026
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Date

UWF Proposed
February 17, 2026

Article 16 TENURE

16.1 Eligibility.

- (a) Faculty with the rank of Assistant Professor, Associate Professor, Professor, and other Faculty the Board may designate , will be eligible for tenure, unless appointed pursuant to Section 9.4(f) (Fixed Multi-Year Appointments).
- (b) The University may, by rule, make Assistant Professors ineligible for tenure. If the University explores this option, it will work through the system of shared governance. The UFF will be notified of any proposed rule and offered an opportunity to discuss such rule in consultation with the President or representative, as provided under Article 2 (Consultation). If the University promulgates a rule that makes Assistant Professors ineligible for tenure, such rule will only apply to Faculty hired after the effective date of this Agreement.
- (c) The Board may designate other positions as tenure-earning and will notify the Faculty Member of such status at the time of initial appointment.
- (d) Tenure will be in a Department/Unit.
- (e) Tenure will not extend to administrative appointments.

16.2 Tenure Decision.

- (a) A Faculty Member will normally be considered for tenure during the sixth (6th) Year of Continuous Service in a tenure-earning position, including any prior service credit granted at the time of initial employment.
- (b) A Faculty Member may seek to be considered for tenure earlier than the sixth (6th) Year of Continuous Service if University policy permits, and as long as the Faculty Member complies with University policy.
- (c) By the end of six (6) Years of Continuous Service at the University, a Faculty Member eligible for tenure will either be awarded tenure by the Board or given notice that further employment will not be offered.
- (d) Recommendation by the Board President. This decision will normally be made ~~at the first Board meeting~~ following the end of the Spring Semester, ~~but no later than the following meeting~~. By the end of six (6) years of tenure-earning service at the University, including time credited as tenure-earning service at the time of appointment, a Faculty member eligible for tenure shall either be awarded tenure by the President and reported to the Board or given notice that further employment will not be offered pursuant to Article 12.
- (e) Action by the Board. The Board shall confirm the President's recommendation of tenure, based on the results of the Faculty peer review process. This action shall normally be taken at the Board meeting immediately following the President's review and recommendation. The President shall notify the Faculty member of the Board's action in writing immediately, or as soon thereafter as possible but in no case later than five (5) days after the meeting at which the action is taken.

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(ef) A Faculty Member being considered for tenure prior to the sixth (6th) Year may withdraw from consideration on or before March 15 without prejudice.

16.3 Criteria for Tenure.

- (a) The decision to award tenure to a Faculty Member will be a result of meritorious performance and will be based on established criteria specified in writing by the Board and the University. The decision will take into account the following:
 - (1) annual performance evaluations;
 - (2) the needs of the Department/Unit, College/division, and University;
 - (3) the contributions of the Faculty Member to the Faculty Member's academic Unit (program, Department/Unit, College/division); and
 - (4) the contributions the Faculty Member is expected to make to the institution.
- (b) The University will give a copy of the criteria for tenure to Faculty eligible for tenure, and each such Faculty Member will be apprised in writing once each Year of the Faculty Member's progress toward tenure. The appraisal will be included as a separate section of the annual evaluation and is intended to provide assistance and counseling to candidates to help them qualify themselves for tenure.
- (c) The tenure appraisals are not binding upon the University.
- (d) The Faculty Member may request, in writing, a meeting with an administrator at the next higher level to discuss concerns regarding the tenure appraisal which were not resolved in previous discussions with the evaluator.
- (e) Tenure criteria will be available in the Department/Unit office and/or at the College/division level.

16.4 Modification of Criteria.

- (a) Modifying criteria. The Board and the University may modify the criteria for tenure so long as the UFF has been notified of the proposed changes and offered an opportunity to discuss such changes in consultation with the University President or representative.
- (b) Changes in criteria will not become effective until one (1) Year following adoption of the changes, unless mutually agreed to in writing by the UFF and the University.
- (c) The date of adoption will be the date on which the changes are approved by the Chief Academic Officer.
- (d) Any proposal to develop or modify tenure criteria will be available for discussion by members of the affected Departments/Units before adoption.
- (e) Effect on Faculty. The provisions of Section 10.3(f) (Equitable Opportunity) are applicable to the modified criteria. Further, if a Faculty Member has at least three (3) Years of tenure-earning credit as of the date on which the tenure criteria are adopted under Section 16.4(a) through (d) (Modification of Criteria), above, the Faculty Member will be evaluated for tenure under the criteria as they existed prior to modification unless the Faculty Member has notified the University at least thirty (30) Days prior to commencement of the tenure consideration that he or she has chosen to be evaluated under the newly-adopted criteria.

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16.5 Recommendations and Procedures.

- (a) Recommendations for awarding tenure will be made by the Faculty Member's Supervisor and will include a poll by secret ballot of the tenured members of the Faculty Member's Department/Unit.
- (b) The performance of a Faculty Member during the entire term of employment at the University will be considered in determining whether to grant tenure.
- (c) Recommendations regarding tenure will include a copy of the applicable tenure criteria, the Faculty Member's annual work assignments, annual evaluations, student evaluations, and, if the Faculty Member chooses, the Faculty Member's tenure appraisals. The reviewers at any stage in the review process may request to view any tenure appraisals.
- (d) Prior to the consideration of the Faculty Member's candidacy, the Faculty Member will have the right to review the contents of the tenure file and may attach a brief response to any materials therein.
- (e) Evaluative materials or summaries thereof prepared by peer committees may be placed in the tenure file when signed by a representative of the committee.
- (f) It is the responsibility of the Faculty Member to see that the file is complete.
- (g) The provisions of Sections 12.2 (Access) through 12.7 (Removal of Contents) of this Agreement will apply to the contents of the tenure file.
- (h) If any material is added to the file after the commencement of consideration, a copy will be sent to the Faculty Member within five (5) Days (by personal delivery or by mail, return receipt requested).
- (i) The Faculty Member may attach a brief response within five (5) Days of his or her receipt of the added material. The file will not be forwarded until either the Faculty Member submits a response or until the second five- (5) Day period expires, whichever occurs first.
- (j) The only documents which may be considered in making a tenure recommendation are those contained or referenced in the tenure file or those required to verify or clarify statements in the tenure file.

16.6 Notice of Decision.

- (a) The Faculty Member will be notified in writing by the University within ten (10) Days or as soon as possible thereafter of the decision with regard to tenure.
- (b) If the application for tenure is denied, the Faculty Member may request, in writing and within twenty (20) Days of the receipt of the denial, a written statement by the University of the reasons for the denial.
- (c) The written response will be provided by the University within thirty (30) Days after the request.

16.7 Other Considerations.

- (a) During the period of tenure-earning service, the Faculty Member's employment will be governed by the provisions of Article 13 (Non-Reappointment).
- (b) Part-time service of a Faculty Member employed at least one (1) Semester in any twelve (12) month period will be accumulated. For example, two (2) Semesters of half-time service will be considered one-half (1/2) Year of service toward the period of tenure-earning service.

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- (c) Where Faculty Members are credited with tenure-earning service at the time of initial appointment, all or a portion of such credit may be withdrawn once by the Faculty Member prior to formal application for tenure.

16.8 Transfer of Tenure.

If transfer of tenure across State universities becomes possible, the University and the UFF will review options for such transfer during regular consultation as discussed in Article 2 (Consultation).

16.9 Tenure upon Appointment.

Tenure may be granted to a Faculty Member by the Board at the time of initial appointment, upon recommendation of the appropriate administrator. The administrator will consider the recommendation of the Department or equivalent Unit prior to making his or her final tenure recommendation.


16.10 Leave.


Authorized leaves of absence may, under the provisions of Article 19 (Leaves), be credited toward the period of tenure-earning service.

16.11 Termination/Layoff.

Tenure guarantees annual reappointment for the Academic Year until voluntary resignation, retirement, removal for just cause in accordance with the provisions of Article 17 (Disciplinary Action) or Article 18 (Job Abandonment), or layoff in accordance with the provisions of Article 14 (Layoff and Recall), but does not extend to administrative appointments.

Both parties have tentatively agreed to Article 16, Tenure:

Signed by:

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 Michael Mattimore, UWF Chief Negotiator
 02/24/2026
 Date

DocuSigned by:

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 Jonathan Fink, UFF Chief Negotiator
 02/24/2026
 Date

UFF Proposed
March 31, 2026

ARTICLE 17 DISCIPLINARY ACTION

17.1 Policy.

The purpose of this Article is to provide a prompt and Equitable procedure for disciplinary action taken with just cause.

- (a) Just cause is defined as
 - (1) incompetence, or
 - (2) misconduct.
- (b) A Faculty Member's activities which fall outside the scope of employment will constitute misconduct only if such activities adversely affect the legitimate interests of the University.

17.2 Progressive Discipline.

Both parties endorse the principle of progressive discipline as applied to professionals. When administering discipline, the University will consider the Faculty Member's disciplinary history, along with facts and circumstances of the Faculty Member's misconduct and/or job performance.

- (a) Letters of Counseling- Letters of counseling may be given to employees to provide information regarding University expectations. Such letters are not considered discipline but will be placed in the employee's personnel file in Human Resources. These letters may be used only as evidence to demonstrate the employee's awareness of University expectations.
- (b) Written reprimands- may be issued to the employee at any time. Written reprimands shall be placed in the employee's personnel file housed in Human Resources. Written reprimands shall not be used for purposes of progressive discipline, if the employee has maintained a discipline-free work record for at least two consecutive years following receipt of the written reprimand. Such written reprimands shall be marked "invalid for progressive disciplinary purposes" if a written reprimand is followed by two consecutive years of no discipline following the date of final effective date. However, such written reprimands can be used to show that an employee had knowledge of a concern or had previously been warned about an activity.

17.3 Notice of Intent to Suspend or Terminate.

When the President or representative has reason to believe that a suspension or termination should be imposed, the President or representative will provide the Faculty Member with a written notice of intent to suspend or terminate ("Notice of Intent") and the reasons ~~therefor~~ therefore.

- (a) The Notice of Intent will be sent by certified mail, return receipt requested; priority regular mail; electronic via@uwf.edu email; or delivered in person with written documentation of receipt obtained.
- (b) The Faculty Member will be given ten (10) Days in which to respond in writing to the President or representative before the proposed action is taken.

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- (c) After the ten (10) Day period, the President or representative may
 - (1) issue a notice of suspension or termination:
 - (2) issue a notice of lesser disciplinary action:
 - (3) issue a notice that no disciplinary action will be taken
- (d) If the President or representative does not, within forty-five (45) Days of the date of the Notice of Intent take one of the actions described in Section 17.3(c) (Notice of Intent to Suspend or Terminate), the Faculty Member may request a decision of the President or representative. In response, the University may take the action specified in 17.3(c) or may request an extension of up to forty-five (45) Days. The University will provide this response within three (3) Days. Such extension will be granted by the UFF and additional extensions may be requested, if needed, and will be granted by the UFF.
- (e) If no disciplinary action follows the Notice of Intent, the Notice of Intent will not be retained in the Faculty Member's master evaluation file or personnel file.
- (f) The Faculty Member has the right to union representation during investigatory questioning that may reasonably be expected to result in disciplinary action.

17.4 Notice of Discipline.

- (a) All Notices of Disciplinary Action will include a statement of the reasons therefore ~~therefor~~ and a statement that the action is subject to Article 22 (Grievance Procedure and Arbitration).
- (b) All such notices will be sent by certified mail, return receipt requested, priority regular mail, electronic via @uwf.edu email or delivered in person to the Faculty Member with written documentation of receipt obtained.

17.5 Termination.

A tenured appointment or any appointment of definite duration may be terminated during its term for just cause. A Faculty Member will be given written notice of termination at least thirty days prior to the end of the semester ~~six (6) months in advance of~~ the effective date of such termination, except that in cases where the President or representative determines that a Faculty Member's actions adversely affect the functioning of the University or jeopardize the safety or welfare of the Faculty Member or members of the University Community, the President or representative may give less than thirty days' ~~six (6) months'~~ notice.

17.6 Disciplinary Action Other than Termination.

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

17.7 Employee Assistance Program.

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Neither the fact of a Faculty Member's participation in an employee assistance program, nor the information generated by participation in the program, will be used as a reason for discipline under this Article, except for information related to a Faculty Member's failure to participate in an employee assistance program consistent with the terms to which the Faculty Member and the University have agreed.

17.8 Grievability.

Disciplinary action may be grieved under the terms of Article 22 (Grievance Procedure and Arbitration) of this Agreement.

Michael Mattimore
Chief Negotiator - UWF BOT

Jonathan Fink
Chief Negotiator - UFF UWF

Signed by:
Mike Mattimore 04/03/2026
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Jonathan Fink 04/03/2026
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UWF Proposed
February 17, 2026

ARTICLE 23 OTHER FACULTY RIGHTS

23.1 Professional Meetings.

Faculty should be encouraged to and may, with the approval of the Supervisor, attend professional meetings, conferences, and activities. Subject to the availability of funds, the Faculty Member's expenses in connection with such meetings, conferences, or activities will be reimbursed in accordance with the applicable provisions of State law and rules and regulations having the force and effect of law.

23.2 Office Space.

- (a) Each Faculty Member with an on-campus assignment will be provided with office space which may be on a shared basis.
- (b) The parties recognize the desirability of providing each Faculty Member with enclosed office space with a door lock, office equipment commensurate with assigned responsibilities, and ready access to a telephone.
- (c) Each Faculty Member will, consistent with building security, have reasonable access to the Faculty Member's office space and laboratories, studios, music rooms, and the like used in connection with assigned responsibilities; this provision may require that campus security provide access on an individual basis.
- (d) Before a Faculty Member's office location is changed, or before there is a substantial alteration to a Faculty Member's office to a degree that impedes the Faculty Member's work effectiveness, the affected Faculty Member will be notified, if practicable, at least one (1) month prior to such change.

23.3 Safe Conditions.

- (a) Whenever a Faculty Member reports a condition that the Faculty Member feels represents a violation of safety or health rules and regulations or which is an unreasonable hazard to persons or property, such conditions will be promptly investigated.
- (b) The appropriate administrator will reply to the concern, in writing, if the Faculty Member's concern is communicated in writing. A copy of any investigative report regarding the condition will be forwarded to the Faculty Member.
- (c) If a building has been designated as a "sick building" or equivalent by the Department of Environmental Health and Safety, the University will take prompt action to ensure the health and safety of the Faculty.

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23.4 Limitations on Personal Liability.

- (a) In the event a Faculty Member is sued for an act, event, or omission which may fall within the scope of Chapter 768, Florida Statutes, the Faculty Member should notify the President's office as soon as possible after receipt of the summons commencing the action in order that the Board may fulfill its obligation. Failure to notify the President's office promptly may affect the rights of the parties.
- (b) For information purposes, the following pertinent language of Section 768.28(9), Florida Statutes, is reproduced herein. No officer, employee, or agent of the State or its subdivisions shall be held personally liable in tort for any injuries or damages suffered as a result of any act, event or omission of action in the scope of his or her employment or function unless such officer, employee or agent acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property.

23.5 Travel Advances.

The University will, to the extent permitted by State law and rule, provide travel advances, upon request, of up to eighty (80) percent of budgeted expenses for authorized travel of longer than five (5) consecutive Days.


23.6 Working Papers Rights.

Consistent with the law, University rules and policies, the provisions of Article 20 (Inventions and Works), and the legitimate interests of the University, Faculty will have the right to control of their personal correspondence, notes, raw data, and other working papers.

23.7 Protection for Whistleblowers.

Faculty are notified that Section 112.3187, Florida Statutes, provides protection to whistleblowers and delineates their rights and responsibilities.

Both parties have tentatively agreed to Article 23, Other Faculty Rights:

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Michael Mattimore, UWF Chief Negotiator

02/24/2026

Date

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Jonathan Fink, UFF Chief Negotiator

02/24/2026

Date

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March 31, 2026

ARTICLE 25 SALARIES

25.1 Faculty Pay Plan Legislative Increases or Non-Recurring Wage Increases.

Eligible 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 Promotion Increases.

Promotion increases will be granted to Faculty pursuant to Article 15 (Promotion Procedure).

- (a) Promotion increases will be granted in an amount equal to thirteen percent (13%) of the Faculty Member's previous year's base salary rate in recognition of promotion to Senior Instructor, Senior Lecturer, Senior Research Associate, Assistant University Librarian, or Associate in.
- (b) 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 of Clinical Practice, Associate Professor, Associate University Librarian, Associate Research Scholar/Scientist/Engineer.
- (c) 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 of Clinical Practice, Professor, University Librarian, Research Scholar/Scientist/Engineer.

25.3 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.

25.4 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. When Faculty awards of a competitive nature are provided by the University, the University and any reviewing committee shall utilize a rubric for Faculty ranking and/or selection consistent with the published criteria of the award. The rubric shall be made available to Faculty prior to the award submission deadline.

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

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implementation. 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.

25.5 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.

25.6 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.

25.7 Type of Payment for Assigned Duties.

- (a) Duties and responsibilities assigned by the University to a Faculty Member that do not exceed the available established FTE for the position shall be compensated through the payment of 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.

25.8 ~~20256–20267~~ Wages

- (a) Merit-based one-time wage action. Faculty who are employed as of August 8, 2024, and who have received a rating of Exceeds or Meets on the completed 24-25 performance evaluation will receive a 2.5% one-time wage action. This one-time wage action will be paid on 5/22/2026 if ratified by both parties prior to the 5/9/2026 date. If the one-time wage action is not ratified by both parties prior to the 5/9/2026 date, the one-time wage action will be paid following ratification by both parties at a date determined after ratification. Eligible faculty will need to be continuously employed through 5/9/2026. The percentage calculation for the one-time wage action will be based on the Faculty's base salary on 5/9/2026 and will exclude administrative supplements and pay for temporary duties. Faculty who have received a notice of non-reappointment, termination, or separation with advance notice prior to 5/9/2026 or the date of ratification, whichever is later, will not be eligible. For the purpose of the merit-based one-time wage action, the 24-25 performance evaluation rating will be the Dean's overall rating.
- (b) Merit-based recurring increase. Faculty who are employed as of August 8, 2023~~4~~, and who received a rating of Exceeds or Meets on the completed ~~234-245~~ performance evaluation will receive a ~~4~~ 2.5% recurring merit increase to the base salary. ~~Faculty who are employed as of August 8, 2023, and who received a rating of Meets on the completed 23-24 performance evaluation will receive a 3% recurring merit increase to base salary.~~ This recurring merit increase will be effective September 1~~43~~, 20256 ("Effective Date"). Eligible faculty will need to be continuously employed through the Effective Date. The percentage increase will be applied to the Faculty's base salary- as of the Effective Date and will exclude administrative supplements and pay for temporary duties. Faculty who have received a notice of non-reappointment, termination, or separation with advance notice prior to the Effective Date will not be eligible. For the purpose of the merit-based

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recurring increase, the 234-245 performance evaluation rating will be the Dean’s overall rating.

(c) 2025-2026 Market Equity. A recurring salary increase to Faculty whose salary as of March 31, 2026, is below 90% of the benchmark salary for the Faculty’s teaching discipline. The Effective Date of the increase will be April 27, 2026. To receive an increase the difference must be at least \$250. The increase shall not be higher than \$8,000. The benchmark salary is based on the 2024-2025 College and Universities Professional Association (CUPA-HR), Faculty: 4-Digit Multi-Discipline Report and is based on 90% of the average salary reported for each discipline. If Faculty is on a 12-month appointment, the salary is converted to 9-month using a conversion rate of 81.8%. To be eligible, Faculty must have a rating of Exceeds or Meets on their 24-25 performance evaluation. For the purposes of the market equity recurring increase, the 24-25 performance evaluation rating will be the Dean’s overall rating. Faculty on visiting appointments are not eligible. Faculty who have received a notice of non-reappointment, termination, or separation with advance notice prior the Effective Date will not be eligible.

Both parties have tentatively agreed to Article 25, Salaries:

Signed by:
Mike Mattimore
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Michael Mattimore, UWF Chief Negotiator

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Jonathan Fink, UFF Chief Negotiator

04/03/2026
Date

UWF Proposed
February 17, 2026

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, 20269.
- (b) Renegotiations for the July 1, 20274 through June 30, 20258 agreement term will begin no later than March 1, 20247. ~~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, 20258 through June 30, 20269 agreement term will begin no later than March 1, 20258. 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, 20258.
- (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.

Both parties have tentatively agreed to Article 32, Amendment and Duration:

Signed by:

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 Michael Mattimore, UWF Chief Negotiator
 02/24/2026

 Date

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 Jonathan Fink, UFF Chief Negotiator
 02/24/2026

 Date